

AGENDA

CITY OF PEARLAND ♦ CITY COUNCIL

May 9, 2016

6:30 p.m.

MAYOR
Tom Reid

Tony Carbone
Mayor Pro-Tem
Position No. 1

COUNCIL MEMBERS

Derrick Reed
Position No. 2



Gary Moore
Position No. 3

Keith Ordeneaux
Position No. 4

Greg Hill
Position No. 5

Jon R. Branson
Deputy City Manager

Clay Pearson
City Manager

Trent Epperson
Assistant City Manager

Darrin Coker
City Attorney

Young Lorfing, TRMC
City Secretary

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



RECOGNITION AND AWARDS NOTICE

The Mayor will be presenting the following:

A Proclamation proclaiming “The Beatrice Wood Treriot Memorial Scholarship at Pearland High School.”

A Proclamation proclaiming “The Theta Dell Cessac Memorial Scholarship at Dawson High School.”

A Proclamation proclaiming “Linda Marie Kacal Memorial Scholarship at Turner High School.”

A Proclamation proclaiming “May 15th thru 21st As 2015 National Public Works Week.” To be accepted by Michael Leech Assistant Director of Public Works.

Presentation will be held:

**Monday, May 9, 2016
6:15 p.m.
Council Chambers
3519 Liberty Drive
Pearland, Texas 77581**



**CITY COUNCIL AGENDA
CITY OF PEARLAND
REGULAR COUNCIL
MEETING**

**MONDAY, MAY 9, 2016 6:30 P.M.
COUNCIL CHAMBERS | PEARLAND CITY HALL | 3519 LIBERTY
DRIVE 281.652.1600**

- I. CALL TO ORDER**
- II. INVOCATION AND THE PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA FLAG AND TEXAS FLAG**
- III. ROLL CALL :** Mayor Reid, Mayor Pro-Tem Carbone, Councilmembers Moore, Reed, Ordeneaux, and Hill.

IV. **CITIZEN COMMENTS:** In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-answer session, however, it is an opportunity to voice your thoughts with City Council.

V. **PUBLIC HEARING:** None

VI. **CONSENT AGENDA:**

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

A. **Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-146** – 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 property being 213 acres more or less out of Kanawha-Texas Company subdivision, parts of Sections 18 and 22, George C. Smith survey, Abstract 547 and Abstract 548 Brazoria County, Texas and, 230 acres more or less out of lots 1, 2, 11, 21, 31, 41 and 51, Section 24, George C. Smith survey Abstract 549 and lots 1, 11, 21, 31, 41 and 51, Section 25 H.T. & B. R.R. Company survey, Abstract 245 and lots 1, 11 and 21, Section 26 George C. Smith survey, Abstract 550, Brazoria County, Texas. SAVE AND EXCEPT 35.450 acres of land, to wit: Four lots, consisting of approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & B R R, Tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT 2 549 H T & B, Acres 10.000; and, five lots, consisting of approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25. Zone Change Application No. 2016-04Z, a request of the City of Pearland, for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15) on 407.55 acres of land; providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

- B. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-145** – 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 property being four tracts of land, approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & BRR tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT2 549 H T & B, Acres 10.000 and, five tracts of land, approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25. (**generally located near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX and Southwest corner of Bailey Road and Veterans Road.**), Zone Change Application No. 2016-03Z, a city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/ and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land; providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.
- C. Consideration and Possible Action – Resolution No. R2016-77** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the purchase of two (2) cardiac monitor/defibrillators from Zoll Medical Corporation, in the amount of \$65,634.40.

VII. NEW BUSINESS:

- 1. Consideration and Possible Action – Resolution No. R2016-71** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City manager or his designee to enter into an agreement with 5Engineering, LLC, in the amount of \$575,590.00, for engineering services associated with the Mykawa Lift Stations Project.
- 2. Consideration and Possible Action – Resolution No. R2016-57** – A Resolution of the City Council of the City of Pearland, Texas, approving Windstorm Insurance through AmRisc Carriers and Lloyds of London, in the amount of \$631,050 for the period of May 27, 2016 to May 26, 2017.
- 3. Consideration and Possible Action – Resolution No. R2016-55** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit cost contract for street and sidewalk maintenance with Brooks Concrete, Inc., in the estimated amount of \$587,545.00 for the period of May 18, 2016 through May 17, 2017.
- 4. Consideration and Possible Action – Resolution No. R2016-67** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit cost contract for street and sidewalk maintenance with Precise Services, Inc., in the estimated amount of \$85,583.00 for the period of May 18, 2016 through May 17, 2017.
- 5. Consideration and Possible Action – Resolution No. R2016-73** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit price bid for the purchase of motor fuel from Houston-Pasadena Apache Oil, LP in the estimated amount of \$900,000 for the period of June 20, 2016 through June 19, 2017.

6. **Consideration and Possible Action – Resolution No. R2016-80** – A Resolution of the City Council of the City of Pearland, Texas, approving a funding application to the Texas Water Development Board, Drinking Water State Revolving Fund (DWSRF) program; for the preliminary design, pilot testing, final design, and first phase construction of a Surface Water Treatment Plant and associated water conveyance infrastructure in the amount of \$145,000,000.
7. **Consideration and Possible Action – Resolution No. R2016-79** – A Resolution of the City Council of the City of Pearland, Texas, approving a funding application to the Texas Water Development Board, State Water Implementation Fund for Texas (SWIFT) program; for the preliminary design, pilot testing, final design, and first phase construction of a Surface Water Treatment Plant and associated water conveyance infrastructure in the amount of \$145,000,000.
8. **Consideration and Possible Action – Resolution No. R2016-81** – A Resolution by the City Council of the City of Pearland, Texas, supporting an improved statutory procedure that provides for unitization of depleted Texas Gulf Coast oil fields; and setting forth related matters thereto.

VIII. MAYOR/COUNCIL ISSUES FOR FUTURE CITY COUNCIL AGENDAS

OTHER BUSINESS: None

IX. ADJOURNMENT

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

All agenda supporting documents are available at pearlandtx.gov

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

AGENDA OF: May 2, 2016

ITEM NO.: Ordinance No. 2000M-146

DATE SUBMITTED: April 27, 2016

DEPT. OF ORIGIN: Planning

PREPARED BY: Frankie Legaux

PRESENTOR: Lata Krishnarao

REVIEWED BY: Lata Krishnarao

REVIEW DATE: April 27, 2016

SUBJECT: Ordinance No. 2000M-146- 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 property 213 acres more or less out of Kanawha-Texas Company subdivision, parts of sections 18 and 22, George C. Smith survey, abstract 547 and abstract 548 Brazoria County, Texas and, 230 acres more or less out of lots 1, 2, 11, 21, 31, 41 and 51, Section 24, George C. Smith survey abstract 549 and lots 1, 11, 21, 31, 41 and 51, section 25 H.T. & B. R.R. company survey, abstract 245 and lots 1, 11 and 21, Section 26 George C. Smith survey, abstract 550, Brazoria County, Texas. **Save and except** 39.65 acres of land, to wit: Four lots, consisting of approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & B R R, Tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT 2 549 H T & B, Acres 10.000 and, Five lots, consisting of approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 1.130; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 1.25. and one lot in Annexation Area 2, identified as AO235 H T & B R R Tract 41, 21E, Acres 4.2 **(Generally located north of Bailey Road, south of Arnold Drive, east of Kennedy Drive, and west of Manvel Road, in Pearland, Brazoria County, Texas, also known as Area 1; and south of Bailey Road, east of Manvel Road, and west of Veterans Road, in Pearland, Brazoria County, Texas, also known as Area 2.)** Zone Change Application No. 2016-04Z, a request of the City of Pearland, for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15) on 403.35 acres of land; providing for an amendment of the

zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.			
ATTACHMENTS: Ordinance No. 2000M-146 and Exhibits (Exhibit A – Legal Description; Exhibit B – Vicinity map; Exhibit C – Legal Ad; Exhibit D – Planning and Zoning Recommendation Letter); Joint Public Hearing Packet (03.21.16); Summary of Possible Non-Conforming Parcels; Zoning letter sent to residents in February 2016.			
EXPENDITURE REQUIRED: N/A		AMOUNT BUDGETED: N/A	
AMOUNT AVAILABLE: N/A		PROJECT NO.: N/A	
ACCOUNT NO.: N/A			
ADDITIONAL APPROPRIATION REQUIRED: N/A			
ACCOUNT NO.: N/A			
PROJECT NO.: N/A			
To be completed by Department:			
Finance	Legal	Ordinance	Resolution

SUMMARY: The purpose of this request is to rezone approximately 403.35 acres of land that was annexed into Pearland on December 3, 2016 from Suburban Development (SD) district to Suburban Residential-15 (SR-15) district. This zone change affects 403.35 acres of land generally located along Bailey Road.

At the time of annexation, the annexed areas were zoned SD, a default district for newly annexed land until zoned for a particular use. The Future Land Use map indicates that the area should be low density residential with Minor Retail nodes at the intersections of Bailey Road with Cullen Parkway, Manvel Road (FM 1128), Harkey Road and Veterans Road. Based on the land use inventory conducted by staff, staff is recommending the SR-15 district (a minimum lot size of 15,000 square feet) for the residential areas. The proposed zone would be in conformance with the Future Land Use Map and would be an appropriate zone for this area.

Non-conforming business uses may continue to exist and operate in SR-15 district. Existing non-conforming businesses can also expand with approvals from the Zoning Board of Adjustments (ZBA). The ZBA may also grant a permit to repair non-conforming structures in lots that do not meet the lot area, setback, and width requirements. In case of discontinuance of a use for more than six months, non-conforming uses can be reinstated by approvals ZBA.

At the Joint Public Hearing on March 21, 2016, the City Council discussed how zoning would affect existing businesses.

Based on the Council action at the first reading on April 25, 2016, 5134 Bailey Avenue was excluded from the annexation area. Staff will process this as a

separate application for a commercial zone since the property is being used as a daycare now. As per the attached staff analysis of the total 231 parcels included in the zone change, 7 parcels (3%) are non-residential, and 7 (3%) have both non-residential and residential uses. These 14 parcels would be non-conforming, if the proposed zone change approved as proposed. The table below summarizes the uses. The attached analysis also shows the current uses and the zoning that would permit that use.

Zone Change Application No. 2016-04Z			
Summary of current uses	Number of parcels	Percentage	Zoning classification that would permit the current uses
Residential and vacant parcels	215	94%	SR-15
Non-residential parcels	7	3%	Permitted by right in M-1 & M-2 or CUP in other commercial zones. Except for the daycare which is permitted by right in GB & GC.
Total parcels with both residential and non-residential uses	7	3%	None

Based on the analysis:

1. Seven parcels are mixed use with residential and manufacturing where one zoning category will not permit both uses by right. No matter what zoning classification is used, the parcel will be non-conforming;
2. these non-residential uses are scattered all over the area;
3. at least four parcels would need to be M-1 or M-2 to conform, which would not be consistent with the surrounding residential uses;
4. a spot-zoning would occur if the zoning that permits the current use is applied on the properties.

Therefore, it is staff recommendation that the zoning be approved as proposed, and individual zone change requests be processed on a case by case basis, with a fee waiver for one year. This will provide an opportunity to review each parcel individually, based on current uses, location, and surroundings. A "Summary of Possible Non-Conforming Parcels is attached to the packet.

RECOMMENDATION: Staff recommends approval of the zoning change application from SD to SR-15 on approximately 403.35 acres for the following reasons:

1. The proposed zoning district of SR-15 is in conformance with the Comprehensive Plan. The Comprehensive Plan calls for this area to be low density residential and the proposed zoning designation is considered appropriate for low density residential.
2. The proposed zoning district is generally in conformance with the Unified Development Code (UDC) as it results in few non-conformities.
3. The UDC allows for continuation and expansion of non-conforming uses with approvals from the ZBA.
4. The proposed zone change would prevent spot zoning.
5. Any change in use or expansion of use would be subject to regulations in the Unified Development Code.

Alternatively, if Council wants to see a different zoning district for certain individual properties, remove each individually from the proposed zoning area and leave them as Suburban Residential (SD) non-conforming, until the City initiates another zoning designation or the owners apply for a zone change.

PUBLIC NOTIFICATION: A Joint Public Hearing was conducted on March 21, 2016. Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the zone change. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

Of the 95 property owners within the 200 foot notice area, no “Public Comment Forms” regarding this request were returned in favor or opposition to the request. Staff received no phone calls inquiring about the request.

At the Joint Public Hearing three property owners spoke against the zone change request and one spoke in favor. The reasons cited by owners in opposition included potential to develop future commercial uses on a current residential mobile home park and a vacant property, and continuation of a commercial use (day care) on one of the properties.

In addition to the above mentioned notification, individual letters were sent to all property owners in the annexation area in February of 2016, notifying them of the proposed zoning district for their property. The letters were customized for each zone change (SR-15 or GB) and were sent to give each owner time to review the proposed zoning district prior to receiving the required notice of the Public Hearing. The letter included information about the process including the upcoming Joint Public Hearing

and the two subsequent readings by the City Council. The letter also explained the implications of zoning, and provided an opportunity for the residents to meet with staff or contact staff by phone. A sample copy of the letter is attached to the packet.

PLANNING AND ZONING COMMISSION DISCUSSION: At the regular meeting of the Planning and Zoning Commission on March 21, 2016, P&Z Vice-Chair Thomas Duncan made a motion to recommend approval of the Zone Change No. 2016-04Z request; the motion was seconded by Commissioner Darrell Isenberg. The motion passed by a vote of 6-1. Chair Daniel Tunstall voted not to approve the motion and Vice-Chair Duncan, Commissioners Pradia, Isenberg, Starr, McFadden and Selsky all voted to approve.

Ordinance No. 2000M-146

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 property being 213 acres more or less out of Kanawha-Texas Company subdivision, parts of Sections 18 and 22, George C. Smith survey, Abstract 547 and Abstract 548 Brazoria County, Texas and, 230 acres more or less out of lots 1, 2, 11, 21, 31, 41 and 51, Section 24, George C. Smith survey Abstract 549 and lots 1, 11, 21, 31, 41 and 51, Section 25 H.T. & B. R.R. Company survey, Abstract 245 and lots 1, 11 and 21, Section 26 George C. Smith survey, Abstract 550, Brazoria County, Texas. SAVE AND EXCEPT 39.65 acres of land, to wit: Four lots, consisting of approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & B R R, Tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT 2 549 H T & B, Acres 10.000; and, five lots, consisting of approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 1.130; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 1.25. and one lot in Annexation Area 2, identified as AO235 H T & B R R Tract 41, Acres 4.2 (generally located north of Bailey Road, south of Arnold Drive, east of Kennedy Drive, and west of Manvel Road and on the south side of Bailey Road; east of Manvel Road (FM 1128) and west of Veterans Drive.), Zone Change Application No. 2016-04Z, a request of the City of Pearland, for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15) on 403.35 acres of land; providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

WHEREAS, a request of the City of Pearland, for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15) zoning district; on approximately 403.35 acres of land; said property being legally described in the legal description attached hereto and made a part hereof for all purposes as Exhibit "A," and more graphically depicted in the vicinity map attached hereto and made a part hereof for all purposes as Exhibit "B," and

WHEREAS, on the 21th day of March, 2016, a Joint Public Hearing was held before the Planning and Zoning Commission and the City Council of the City of Pearland, Texas, notice being given by publication in the official newspaper of the City,

the affidavit of publication being attached hereto and made a part hereof for all purposes as Exhibit "C," said call and notice being in strict conformity with provisions of Section 1.2.2.2 of Ordinance No. 2000T; and

WHEREAS, a request of the City of Pearland, for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15) zoning district; on approximately 403.35 acres of land said recommendation attached hereto and made a part hereof for all purposes as Exhibit "D"; and

WHEREAS, upon receipt of the report from the Planning and Zoning Commission, City Council considered this application and the recommendation of the Planning and Zoning Commission at regular meetings on the 21st day of March 2016; and

WHEREAS, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised in the premises, finds that in the case of the application of the City of Pearland, for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15) zoning district; on approximately 403.35 acres of land, presented which, in the judgment of the City Council, would justify the approval of said application; now, therefore,

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

Section I. The following described property located within the corporate City Limits of the City of Pearland, Texas, and presently classified as Suburban Development (SD), is hereby granted a change in zoning to a Suburban Residential - 15 (SR-15), in accordance with all conditions and requirements of the current Unified Development Code and incorporated for all purposes, such property being more particularly described as:

LEGAL DESCRIPTION: 213 ACRES MORE OR LESS OUT OF KANAWHA-TEXAS COMPANY SUBDIVISION, PARTS OF SECTIONS 18 AND 22, GEORGE C. SMITH SURVEY, ABSTRACT 547 AND ABSTRACT 548 BRAZORIA COUNTY, TEXAS

And,

LEGAL DESCRIPTION: 230 ACRES MORE OR LESS OUT OF LOTS 1, 2, 11, 21, 31, 41 AND 51, SECTION 24, GEORGE C. SMITH SURVEY ABSTRACT 549 AND LOTS 1, 11, 21, 31, 41 AND 51, SECTION 25 H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 245 AND LOTS 1, 11 AND 21, SECTION 26 GEORGE C. SMITH SURVEY, ABSTRACT 550, BRAZORIA COUNTY, TEXAS

SAVE AND EXCEPT 39.65 acres of land, to wit:

Legal Description: Four lots, consisting of approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & B R R, Tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT 2 549 H T & B, Acres 10.000.

General Location: near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX.

And,

Legal Description: five lots, consisting of approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 1.130; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 1.25.

General Location: Southwest corner of Bailey Road and Veterans Road.

And,

Legal Description: one lot consisting of approximately 4.2 acres in Annexation Area 2, identified as AO245 H T & B R R tract 41, Acres 4.2.

General Location: 5134 Bailey Road.

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

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

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

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

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

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

PASSED, APPROVED, and ADOPTED on First Reading this 25th day of April, 2016.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 9th
day of May, 2016.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Exhibit A
Legal Description

AREA 1

LEGAL DESCRIPTION: 213 ACRES MORE OR LESS OUT OF KANAWHA-TEXAS COMPANY SUBDIVISION, PARTS OF SECTIONS 18 AND 22, GEORGE C. SMITH SURVEY, ABSTRACT 547 AND ABSTRACT 548 BRAZORIA COUNTY, TEXAS

The herein described 213 acres of land, more or less being generally located in Kanawha-Texas Company Subdivision of Parts of Sections 18 and 22, George C. Smith Survey according to the plat thereof as filed in Volume 02, Page 51 Brazoria County Plat Records, George C. Smith Surveys, Abstract 547 and 548 Brazoria County, Texas; the south line being the north line of City of Pearland Ordinance No. 31 and being 100' north of the south line of said Abstracts 547 and 548; the west line being the east line of Reserve "E", Sedgefield Section 3 at Silverlake according to the plat thereof as filed in Volume 20, Page 345-346 Brazoria County Plat Records; the east line being the west line of Lot 1, Block 1, Massey Ranch Elementary according to the plat thereof as filed in Volume 24, Page 353 Brazoria County Plat Records and the west line of City of Pearland Ordinance No. 1036;

All that certain 213 acres of land, more or less, to be annexed into the City of Pearland and being all or portion of Lots 27, 30, 32, 33, 41, 42, 43, Section 22, of said Kanawha-Texas Company Subdivision of Parts of Sections 18 and 22, Abstract 548 and Lot 44, Abstract 548 and all of or portion of Lots 3, 7, 8, 11, 19, 20, 25 and 26, Section 18 of said Kanawha-Texas Company Subdivision of Parts of Section 18 and 22, Abstract 547 and all of Cullen Park Estates according to the plat thereof filed in Brazoria County Official Records Document No. 2009028809 and being more particularly described by metes and bounds as follows;

Commencing at the original southwest corner of said Massey Ranch Elementary and the southeast corner of Lot 12, said Section 18, George C. Smith Survey, Abstract 547; Thence northerly 100' with the east line of said Lot 12, Section 18; Thence Westerly – 660', more or less, with the north line of City of Pearland Ordinance No. 31, said line being 100' north and parallel to the centerline of County Road 101 (Bailey Road) to a point for corner marking the POINT OF BEGINNING of herein described tract;

1. Thence Westerly 6,834' more or less, continuing with the north line of City of Pearland Ordinance No. 31 to a point for corner on the east line of said Reserve "E";
2. Thence Northerly – 850', more or less, with the east line of said Sedgefield Section 3 at Silverlake to a point for corner marking the northwest corner of that certain tract described in a deed dated 05-21-2013 from Al S. Jabouri to Alham Jumally as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2013-023946;

Thence the following (3) courses with the north line of said Alham Jumally tract;

3. Thence Easterly – 677', more or less, to a point for corner;
4. Thence Northerly - 30', more or less, to a point for corner;
5. Thence Easterly - 203', more or less, to a point for corner;
6. Thence Northerly – 339', more or less, with the east line of that certain tract described in a deed dated 02-26-2002 from Robert G. Wittstruck, et al. to Al S. Jabouri as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2002012615 for corner;

7. Thence Easterly – 2,674', more or less, with the south line of Reserve "D", Ashford Cove at Silverlake according to the plat thereof filed in Volume 19, Page 519 Brazoria County Plat Records and with the north line of Lot 41 and 44, Section 22, George C. Smith Survey, Abstract No. 548 to a point for corner;
8. Thence Northerly – 312', more or less, with the existing east right-of-way line of County Road 89 (Old Chocolate Bayou) to a point for corner;
9. Thence Easterly – 2,601', more or less, with the south right-of-way line of Arnold Drive to a point for corner;
10. Thence Northerly – 362', more or less, with the centerline of County Road 107F (Charles Avenue) to a point for corner;
11. Thence Easterly – 678', more or less, with the north line of said Lot 3, Section 18 to a point for corner;
12. Thence Southerly – 330', more or less, with the east line of said Lot 3 to a point for corner marking the southeast corner of that certain tract described in a deed dated 06-13-2008 from Jose Adame, et ux. to Patrick Doyle, et al. as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2008-030782;
13. Thence Westerly – 658', more or less, with the south line of said Doyle tract to a point for corner;
14. Thence Southerly – 330', more or less with the east right-of-way line of County 107F (Charles Avenue) to a point for corner;
15. Thence Easterly – 1,318', more or less, with the north line of said Lots 7 and 8 to a point for corner marking the northeast corner of that certain tract described in a deed dated 02-20-2001 from Norman W. Hicks, Sr., et ux. to Jose A. Lozano, et al as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 01-007794;
16. Thence Southerly – 330', more or less, with the westerly line of said Lot 1, Block 1, Massey Ranch Elementary to a point marking the southeast corner of said Lozano tract;
17. Thence Westerly – 660' more or less, with the south line of said Lozano tract to a point for corner;
18. Thence Southerly – 901' more or less, with the east line of said Lots 7 and 11, Section 18 to the POINT OF BEGINNING and containing 213 acres of land more or less.

And, AREA 2

LEGAL DESCRIPTION: 230 ACRES MORE OR LESS OUT OF LOTS 1, 2, 11, 21, 31, 41 AND 51, SECTION 24, GEORGE C. SMITH SURVEY ABSTRACT 549 AND LOTS 1, 11, 21, 31, 41 AND 51, SECTION 25 H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 245 AND LOTS 1, 11 AND 21, SECTION 26 GEORGE C. SMITH SURVEY, ABSTRACT 550, BRAZORIA COUNTY, TEXAS

The above described 230 acres of land, more or less being generally located in Lots 1, 2, 11, 21, 31, 41 and 51, Allison Richey Gulf Coast Home Company Subdivision, Section 24, according to the plat thereof as recorded in Volume 2, Page 89 Brazoria County Plat Records, George C. Smith Survey, Abstract 549 and Lots 1, 11, 21, 31, 41 and 51, Allison Richey Gulf Coast Home Company Subdivision, Section 25, according to the plat thereof as filed in Volume 2, Page 10 Brazoria County Plat Records, H.T. & B. R.R. Company Survey, Abstract 245 and Lots 1, 11 and 21, Allison Richey Gulf Coast Home Company Subdivision, Section 26,

according to the plat thereof as filed in Volume 2, Page 129 Brazoria County Plat Records, George C. Smith Survey, Abstract 550, Brazoria County, Texas; the north line being the south line of City of Pearland Ordinance No. 826 which is parallel with and 30' south of the north line of Abstracts 549, 245 and 550; the west line being parallel with and 100' east of the west line of said Abstract 549 and being common with City of Pearland Ordinance No. 31 and the east line being common with City of Pearland Ordinance No. 826 (called to be the west right-of-way line of Veterans Drive (Pearland Sites Road) based on 60' width);

All that certain 230 acres of land, to be annexed into the City of Pearland and being all or portion of Lots 1, 2, 11, 21, 31, 41 and 51, Section 24, George C. Smith Survey, Abstract 549, and being all of or part of Lots 1, 11, 21, 31, 41 and 51, Section 25, H.T. & B. R.R. Company Survey, Abstract 245 and all of or part of Lots 1, 11 and 21, Section 26, George C. Smith Survey, Abstract 550, Brazoria County, Texas and being more particularly described by metes and bounds as follows;

Commencing at a point marking the common northwest corner of said Section 24, Abstract 549 and the northeast corner of Section 23, Abstract 290; Thence Easterly – 100', more or less, with the north line of said Abstract 549 to a point for corner; Thence Southerly – 30', more or less, with City of Pearland Ordinance No. 31 and a line 100' east of the west line of said Abstract 549 to the POINT OF BEGINNING of herein described tract;

19. Thence Easterly – 13,070', more or less, with the south line of City of Pearland Ordinance No. 826 which is parallel with and 30' south of the north line of Abstracts 549, 245 and 550 to a point for corner;
20. Thence Southerly – 796', more or less, with the common line of City of Pearland Ordinance No. 826 to a point for corner;
21. Thence Westerly – 2,629', more or less, with the south line of the following tracts as filed in Clerk's File Numbers 2014-054242, 95-010836, 2002-031974 and 2006-061444 as filed in the Official Records of Real Property of Brazoria County to a point for corner marking the southwest corner of that certain tract as described in a deed dated 12-10-2014 from Elbert Eugene Thomas, Jr. to William E. Thomas and Sandra Sheffield as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2014-054242 said point also being located on the west line of said Section 26, George C. Smith Survey, Abstract 550;
22. Thence Northerly – 414', more or less, with the west line of said Abstract 550 to a point for corner marking the southeast corner of that certain tract as described in a deed dated 11-06-2014 from Hai Xuan Tran to Oak Valley Mobile Home Park, LLC. as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2014-048224;
23. Thence Westerly – 420', more or less, with the south line of said Oak Valley Mobile Home Park, LLC. tract to a point for corner marking the southwest corner of said Oak Valley Mobile Home Park, LLC. tract;
24. Thence Southerly – 414', more or less, with the east line of that certain tract as described in a deed dated 03-31-1989 from Kathleen O'Connell Scott to John Frazier, et al. as filed in Volume (89) 663, Page 307 Brazoria County Official Records to a point for corner marking the southeast corner of said Frazier tract;
25. Thence Westerly – 2,207', more or less, with the south line of said Frazier tract and the south line of said Lots 31, 41 and 51, Section 25, Abstract 245 to a point marking the southwest corner of that certain tract as described in a deed dated 06-09-2004 from Pete Raymond Garcia to Carlos Alfaro as filed in the Official Records of Real Property of Brazoria

County at Clerk's File Number 2004-034290 to a point for corner marking the southeast corner of said Alfaro tract;

26. Thence Northerly – 171', more or less, with the west line of said Alfaro tract to a point marking the southeast corner of that certain tract as described in a deed dated 12-14-2004 from Bennice A. Meyer to Milton F. Meyer as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2004-074655;
27. Thence Westerly – 880', more or less, with the south line of said Milton F. Meyer tract to a point on the west line of said Lot 21, Section 25, Abstract 245;
28. Thence Southerly – 70', more or less, with the west line of said Lot 21, Section 25, Abstract 245 to a point for corner;
29. Thence Westerly – 436', more or less, with the south line of that certain tract as described in a deed dated 02-25-2015 from Estello Soliz to Reynaldo D. Soliz, Jr. et ux. as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2015-008265 to a point for corner marking the southwest corner of said Reynaldo D. Soliz, Jr. et ux. tract;
30. The Southerly – 101', more or less, with the east line of that certain tract as described in a deed dated 03-23-2007 from Jackie Ann Hill to Raymond Allen Hill as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2007-025890 to a point for corner marking the southeast corner of said Hill tract;
31. Thence Westerly – 1,333', more or less, with the south line of said Lots 11 and 1, Section 25, Abstract 245 to a point for corner;
32. Thence Southerly – 5', more or less, with the east line of said Lot 51, Section 24, Abstract 549 to a point for corner marking the southeast corner of said Lot 51;
33. Thence Westerly – 1,745', more or less, with the south line of said Lot 51 and said Lot 41 to a point for corner marking the southwest corner of said Lot 41;
34. Thence Northerly – 134', more or less, with the east line of that certain tract as described in a deed dated 04-01-1986 from Elo Mitchel, Jr. et al. to James R. Brashier, et ux. as filed in the Volume (86)263, Page 188 Brazoria County Official Records to a point for corner;
35. Thence Westerly – 655', more or less, with the north line of said Brashier tract to a point for corner marking the northwest corner of said Brashier tract;
36. Thence Southerly – 134', more or less, with the west line of said Brashier tract, to a point for corner;
37. Thence Westerly – 1,104', more or less, with the south line of said Lot 21, Section 24, Abstract 549 to a point marking the southwest corner of said Lot 21;
38. Thence Westerly – 880', more or less, with the south line of said Lot 11, Section 24, Abstract 549 to a point for corner marking the southwest corner of said Lot 11;
39. Thence Southerly – 495', more or less, with the east line of said Lot 2, Section 24, Abstract 549 to a point for corner marking the southeast corner of said Lot 2;
40. Thence Westerly – 780', more or less, with the south line of said Lot 2 to the east line of City of Pearland Ordinance No. 31 and said point being 100' east of the southwest corner of said Lot 2;
41. Thence Northerly – 1,295', more or less, with City of Pearland Ordinance No. 31 and a line 100' east of the west line of said Abstract 549 to the POINT OF BEGINNING and containing a gross area of 238 acres of land more or less. Save and Except 8 acres, more or less,

being the west one-half Lot 11, Allison Richey Gulf Coast Home Company, Section 25 according to the plat thereof filed in Volume 2, Page 10 Brazoria County Plat Records and being that certain tract described in a deed dated 03-23-2007 from Jackie Ann Hill to Raymond Allen Hill as filed in the Official Records of Real Property of Brazoria County, Texas at Clerk's File Number 2007-25890, leaving a net acreage of 230 acres more or less.

SAVE AND EXCEPT 39.65 acres of land, to wit:

Legal Description: Four lots, consisting of approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & B R R, Tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT 2 549 H T & B, Acres 10.000.

General Location: near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX.

And, five lots, consisting of approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 1.130; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 1.25.

General Location: Southwest corner of Bailey Road and Veterans Road.

Legal Description: one lot consisting of approximately 4.2 acres in Annexation Area 2, identified as AO245 H T & B R R tract 41, Acres 4.2.

General Location: 5134 Bailey Road.

Exhibit B Vicinity Map



Exhibit 1

AERIAL MAP

2016-04Z

Bailey Road
Annexation
SD to SR-15

- Subject Parcels
- City Limits



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

1 inch = 1,083 feet

FEBRUARY 2016
PLANNING DEPARTMENT



Exhibit C Legal Ad

NOTICE OF A JOINT PUBLIC HEARING OF THE CITY COUNCIL

AND

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

ZONE CHANGE APPLICATION NUMBER: 2019-042

Notice is hereby given that on March 21, 2019, at 8:30 p.m., the City Council and Planning and Zoning Commission of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, will conduct a joint public hearing in the Council Chambers of City Hall, located at 3579 Liberty Drive, Pearland, Texas, a request of the City of Pearland for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15), to wit:

AREA 1

LEGAL DESCRIPTION: 213 ACRES MORE OR LESS OUT OF KANAWHA-TEXAS COMPANY SUBDIVISION PARTS OF SECTIONS 18 AND 22, GEORGE C. SMITH SURVEY, ABSTRACT 547 AND ABSTRACT 548, BRAZORIA COUNTY, TEXAS. The herein described 213 acres of land, more or less being generally located in Kanawha-Texas Company Subdivision of Parts of Sections 18 and 22, George C. Smith Survey according to the plat thereof as filed in Volume 02, Page 51 Brazoria County Plat Records, George C. Smith Survey, Abstract 547 and 548 Brazoria County, Texas; the south line being the north line of City of Pearland Ordinance No. 31 and being 100' north of the south line of said Abstracts 547 and 548; the west line being the east line of Reserve "E", Seagriffield Section 3 at Silverdale according to the plat thereof as filed in Volume 20, Page 345-346 Brazoria County Plat Records, the east line being the west line of Lot 1, Block 1, Moseley Ranch Elementary according to the plat thereof as filed in Volume 24, Page 253 Brazoria County Plat Records and the west line of City of Pearland Ordinance No. 1036;

All that certain 213 acres of land, more or less, to be annexed into the City of Pearland and being all or portion of Lots 27, 30, 32, 33, 41, 42, 43, Section 22, of said Kanawha-Texas Company Subdivision of Parts of Sections 18 and 22, Abstract 548 and Lot 44, Abstract 548 and all or portion of Lots 3, 7, 8, 11, 19, 20, 25 and 26, Section 18 of said Kanawha-Texas Company Subdivision of Parts of Sections 18 and 22, Abstract 547 and all of Gulien Park Estates according to the plat thereof filed in Brazoria County Official Records Document No. 203022809 and being, more particularly described by metes and bounds as follows: Commencing at the original southwest corner of said Moseley Ranch Elementary and the southeast corner of Lot 12, said Section 18, George C. Smith Survey Abstract 547; Thence north 100' with the east line of City of Pearland Ordinance No. 31, said line being 100' north and parallel to the centerline of County Road 101 (Bakley Road) to a point for corner marking the POINT OF BEGINNING of herein described tract;

1. Thence West 6,534' more or less, continuing with the north line of City of Pearland Ordinance No. 31 to a point for corner on the east line of said Reserve "E";
2. Thence North 650', more or less, with the east line of said Seagriffield Section 3 at Silverdale to a point for corner marking the northwest corner of that certain tract described in a deed dated 05-21-2013 from Al S. Jabour to Allison Jurnally as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2013-023946; Thence the following (3) courses with the north line of said Allison Jurnally tract:
3. Thence East 817', more or less, to a point for corner;
4. Thence North 30', more or less, to a point for corner;
5. Thence East 203', more or less, to a point for corner;
6. Thence North 330', more or less, with the east line of that certain tract described in a deed dated 02-26-2002 from Robert G. Wilburck, et al. to Al S. Jabour as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2002-026156 for corner;
7. Thence East 2,674', more or less, with the south line of Reserve "D", Ashford Cove at Silverdale, according to the plat thereof filed in Volume 19, Page 519 Brazoria County Plat Records and with the north line of Lot 41 and 44, Section 22, George C. Smith Survey, Abstract No. 548 to a point for corner;
8. Thence North 432', more or less, with the existing east right-of-way line of County Road 89 (Old Chocolate Bayou) to a point for corner;
9. Thence East 2,601', more or less, with the south right-of-way line of Arnold Drive to a point for corner;
10. Thence North 392', more or less, with the centerline of County Road 107F (Charles Avenue) to a point for corner;
11. Thence East 678', more or less, with the north line of said Lot 3, Section 18 to a point for corner;
12. Thence South 330', more or less, with the east line of said Lot 3 to a point for corner marking the southeast corner of that certain tract described in a deed dated 02-20-2001 from Norman W. Hicks, Sr., et al. to Jose A. Lozano, et al. as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 01-007794;
13. Thence West 658', more or less, with the south line of said Doyle tract to a point for corner;
14. Thence South 330', more or less, with the east right-of-way line of County Road 107F (Charles Avenue) to a point for corner;
15. Thence East 1,318', more or less, with the north line of said Lots 7 and 8 to a point for corner marking the northeast corner of that certain tract described in a deed dated 02-20-2001 from Norman W. Hicks, Sr., et al. to Jose A. Lozano, et al. as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 01-007794;
16. Thence South 330', more or less, with the west line of said Lot 1, Block 1, Moseley Ranch Elementary to a point marking the southeast corner of said Lozano tract;
17. Thence West 680', more or less, with the south line of said Lozano tract to a point for corner;
18. Thence South 907', more or less, with the east line of said Lots 7 and 11, Section 18 to the POINT OF BEGINNING and containing 213 acres of land more or less. And, AREA 2

Legal Description:

230 ACRES MORE OR LESS OUT OF LOTS 1, 2, 11, 21, 31, 41 AND 51, SECTION 24, GEORGE C. SMITH SURVEY, ABSTRACT 548 AND LOTS 1, 11, 21, 31, 41 AND 51, SECTION 25 H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 245 AND LOTS 1, 11 AND 21, SECTION 26 GEORGE C. SMITH SURVEY, ABSTRACT 550, BRAZORIA COUNTY, TEXAS

The above described 230 acres of land, more or less being generally located in Lots 1, 2, 11, 21, 31, 41 and 51, Allison Riley Gulf Coast Home Company Subdivision, Section 24, according to the plat thereof as recorded in Volume 2, Page 89 Brazoria County Plat Records, George C. Smith Survey, Abstract 548 and Lots 1, 11, 21, 31, 41 and 51, Allison Riley Gulf Coast Home Company Subdivision, Section 25, according to the plat thereof as filed in Volume 2, Page 10 Brazoria County Plat Records, H.T. & B. R.R. Company Survey, Abstract 245 and Lots 1, 11 and 21, Allison Riley Gulf Coast Home Company Subdivision, Section 26, according to the plat thereof as filed in Volume 2, Page 129 Brazoria County Plat Records, George C. Smith Survey, Abstract 550, Brazoria County, Texas; the north line being the south line of City of Pearland Ordinance No. 825 which is parallel with and 30' south of the north line of Abstracts 548, 245 and 550; the west line being parallel with and 100' east of the west line of said Abstract 549 and being common with City of Pearland Ordinance No. 31 and the east line being common with City of Pearland Ordinance No. 825 (said to be the west right-of-way line of Veterans Drive (Pearland State Road) based on 60' width). All that certain 230 acres of land, to be annexed into the City of Pearland and being all or

portion of Lots 1, 2, 11, 21, 31, 41 and 51, Section 24, George C. Smith Survey, Abstract 548, and being all or part of Lots 1, 11, 21, 31, 41 and 51, Section 25, H.T. & B. R.R. Company Survey, Abstract 245 and all or part of Lots 1, 11 and 21, Section 26, George C. Smith Survey, Abstract 550, Brazoria County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a point marking the common northwest corner of said Section 24, Abstract 548 and the northwest corner of Section 23, Abstract 202, Thence East 100', more or less, with the north line of said Abstract 549 to a point for corner; Thence South 30', more or less, with City of Pearland Ordinance No. 31 and a line 100' east of the west line of said Abstract 548 to the POINT OF BEGINNING of herein described tract;

19. Thence East 100', more or less, with the south line of City of Pearland Ordinance No. 825 which is parallel with and 30' south of the north line of Abstracts 548, 245 and 550 to a point for corner;
20. Thence South 795', more or less, with the common line of City of Pearland Ordinance No. 825 to a point for corner;
21. Thence West 2,829', more or less, with the south line of the following tracts as filed in Clerk's File Numbers 2014-054242, 95-010838, 2002-031974 and 2006-0481444 as filed in the Official Records of Real Property of Brazoria County to a point for corner marking the southwest corner of that certain tract as described in a deed dated 12-10-2014 from Robert Eugene Thomas, Jr. to William F. Thomas and Sandra Stauffield as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2014-054242; said point also being located on the west line of said Section 26, George C. Smith Survey, Abstract 550;
22. Thence North 414', more or less, with the west line of said Abstract 550 to a point for corner marking the southeast corner of that certain tract as described in a deed dated 11-06-2014 from Hai Xuan Tran to Oak Valley Mobile Home Park, LLC, as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2014-048224;
23. Thence West 420', more or less, with the south line of said Oak Valley Mobile Home Park, LLC, tract to a point for corner marking the southwest corner of said Oak Valley Mobile Home Park, LLC, tract;
24. Thence South 414', more or less, with the east line of that certain tract as described in a deed dated 03-31-1989 from Kathleen O'Connell Scott to John Frazier, et al. as filed in Volume 051665, Page 307 Brazoria County Official Records to a point for corner marking the southwest corner of said Frazier tract;
25. Thence West 2,207', more or less, with the south line of said Frazier tract and the south line of said Lots 31, 41 and 51, Section 25, Abstract 245 to a point marking the southwest corner of that certain tract as described in a deed dated 08-09-2004 from Debra Raymond Garcia to Carlos Alfaro as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2004-034290 to a point for corner marking the southwest corner of said Alfaro tract;
26. Thence North 171', more or less, with the west line of said Alfaro tract to a point marking the southwest corner of that certain tract as described in a deed dated 12-14-2004 from Barbara A. Meyer to Milton F. Meyer as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2004-074655;
27. Thence West 880', more or less, with the south line of said Milton F. Meyer tract to a point on the west line of said Lot 21, Section 25, Abstract 245;
28. Thence South 70', more or less, with the west line of said Lot 21, Section 25, Abstract 245 to a point for corner;
29. Thence West 435', more or less, with the south line of that certain tract as described in a deed dated 02-25-2015 from Esteban Soliz to Reynaldo D. Soliz, Jr. et al. as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2015-008655 to a point for corner marking the southwest corner of said Reynaldo D. Soliz, Jr. et al. tract;
30. Thence South 101', more or less, with the east line of that certain tract as described in a deed dated 03-23-2007 from Jackie Ann Hill to Raymond Allen Hill as filed in the Official Records of Real Property of Brazoria County at Clerk's File Number 2007-025850 to a point for corner marking the southeast corner of said Hill tract;
31. Thence West 1,325', more or less, with the south line of said Lots 11 and 1, Section 25, Abstract 245 to a point for corner;
32. Thence South 5', more or less, with the east line of said Lot 51, Section 24, Abstract 548 to a point for corner marking the southwest corner of said Lot 51;
33. Thence West 1,745', more or less, with the south line of said Lot 51 and said Lot 41 to a point for corner marking the southwest corner of said Lot 41;
34. Thence North 134', more or less, with the east line of that certain tract as described in a deed dated 04-01-1988 from Elv Metch, Jr. et al. to James R. Buehler, et al. as filed in Volume 062953, Page 188 Brazoria County Official Records to a point for corner;
35. Thence West 655', more or less, with the north line of said Buehler tract to a point for corner marking the northwest corner of said Buehler tract;
36. Thence South 134', more or less, with the west line of said Buehler tract, to a point for corner;
37. Thence West 1,104', more or less, with the south line of said Lot 21, Section 24, Abstract 548 to a point marking the southwest corner of said Lot 21;
38. Thence West 880', more or less, with the south line of said Lot 11, Section 24, Abstract 548 to a point for corner marking the southwest corner of said Lot 11;
39. Thence South 405', more or less, with the east line of said Lot 2, Section 24, Abstract 548 to a point for corner marking the southeast corner of said Lot 2;
40. Thence West 780', more or less, with the south line of said Lot 2 to the east line of City of Pearland Ordinance No. 31 and said point being 100' east of the southwest corner of said Lot 2;
41. Thence North 1,285', more or less, with City of Pearland Ordinance No. 31 and a line 100' east of the west line of said Abstract 548 to the POINT OF BEGINNING and containing a gross area of 293 acres of land more or less. Save and Except 8 acres, more or less, being the west one-half Lot 11, Allison Riley Gulf Coast Home Company, Section 25 according to the plat thereof filed in Volume 2, Page 10 Brazoria County Plat Records and being that certain tract described in a deed dated 03-23-2007 from Jackie Ann Hill to Raymond Allen Hill as filed in the Official Records of Real Property of Brazoria County, Texas at Clerk's File Number 2007-025850, leaving a net acreage of 290 acres more or less.

SAVE AND EXCEPT 37,3004 acres of land, to wit:

Legal Description: Four lots, consisting of approximately 27.521 acres in Annexation Area 2, identified as AO 549 H.T. & B.R.R. Tract 11A, Acres 7.835; LT 18 549 H.T. & B. Acres 4.946; G.C. Smith LT 1 549 H.T. & B. Acres 5.000; and G.C. Smith LT 2 549 H.T. & B. Acres 10.000.

General Location: near the Southeast corner of FM 1128/Marvel Road and Bakley Road, Pearland, TX.

And, five lots, consisting of approximately 7.869 acres in Annexation Area 2, identified as 18 549 H.T. & B.R.R. Tract 21 B and Lot 1, Acre 2.200; LT 2 549 H.T. & B. Acres 4.50 H.T. & B. Acres 2.5; AO 550 H.T. & B.R.R. Tract 21D, Acres 2.25; AO 550 H.T. & B.R.R. Tract 21, Acres 0.789; AO 550 H.T. & B.R.R. Tract 21E, Acres 2.25.

General Location: Southwest corner of Bakley Road and Veterans Road.

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

Francis Legaux
City Planner

Exhibit D
Planning and Zoning Commission Recommendation Letter



Planning & Zoning Commission

March 23, 2016

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

Re: Recommendation on Zone Change Application No. 2016-04Z

Honorable Mayor and City Council Members:

At their meeting on March 21, 2016, the Planning and Zoning Commission considered the following:

A request of the City of Pearland, for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15); to wit:

LEGAL DESCRIPTION: 213 ACRES MORE OR LESS OUT OF KANAWHA-TEXAS COMPANY SUBDIVISION, PARTS OF SECTIONS 18 AND 22, GEORGE C. SMITH SURVEY, ABSTRACT 547 AND ABSTRACT 548 BRAZORIA COUNTY, TEXAS

And,

LEGAL DESCRIPTION: 230 ACRES MORE OR LESS OUT OF LOTS 1, 2, 11, 21, 31, 41 AND 51, SECTION 24, GEORGE C. SMITH SURVEY ABSTRACT 549 AND LOTS 1, 11, 21, 31, 41 AND 51, SECTION 25 H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 245 AND LOTS 1, 11 AND 21, SECTION 26 GEORGE C. SMITH SURVEY, ABSTRACT 550, BRAZORIA COUNTY, TEXAS

SAVE AND EXCEPT 35.450 acres of land, to wit:

Legal Description: Four lots, consisting of approximately 27.581 acres in

Annexation Area 2, identified as AO 549 H T & B R R, Tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT 2 549 H T & B, Acres 10.000.

General Location: near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX.

And,

Legal Description: five lots, consisting of approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25.

General Location: Southwest corner of Bailey Road and Veterans Road.

P&Z Vice-Chairperson made the motion to recommend approval Zone Change Application No. 2016-04Z, P&Z Commissioner Derrell Isenberg seconded the motion. The motion was approved 6-1. P&Z. P&Z Vice-Chairperson Thomas Duncan and P&Z Commissioners Troy Pradia, Derrell Isenberg, Mary Starr, Ginger McFadden and David Selsky voted to approve the motion. Chairperson Daniel Tunstall opposed to the motion.

Sincerely,



Frankie Legaux
City Planner
On behalf of the Planning and Zoning Commission



JOINT PUBLIC HEARING

THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF
THE CITY OF PEARLAND, TEXAS,
MONDAY, MARCH 21, 2016, AT 6:30 P.M.
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

- I. **CALL TO ORDER**
- II. **PURPOSE OF HEARING**

Zone Change Application No. 2016-04Z

A request of the City of Pearland, for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15).

Legal Description: 213 acres more or less out of Kanawha-Texas Company subdivision, parts of sections 18 and 22, George C. Smith survey, abstract 547 and abstract 548 Brazoria County, Texas.

General Location: North of Bailey Road, south of Arnold Drive, east of Kennedy Drive, and west of Manvel Road, in Pearland, Brazoria County, Texas, also known as Area 1.

And,

Legal Description: 230 acres more or less out of lots 1, 2, 11, 21, 31, 41 and 51, Section 24, George C. Smith survey abstract 549 and lots 1, 11, 21, 31, 41 and 51, section 25 H.T. & B. R.R. company survey, abstract 245 and lots 1, 11 and 21, Section 26 George C. Smith survey, abstract 550, Brazoria County, Texas.

General Location: South of Bailey Road, East of Manvel Road, and West of Veterans Road, in Pearland, Brazoria County, Texas, also known as Area 2.

SAVE AND EXCEPT 35.450 acres of land, to wit:

Legal Description: Four lots, consisting of approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & B R R, Tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT 2 549 H T & B, Acres 10.000.

General Location: near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX.

And,

Five lots, consisting of approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25.

General Location: Southwest corner of Bailey Road and Veterans Road.

III. APPLICATION INFORMATION AND CASE SUMMARY

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

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

V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION

VI. ADJOURNMENT

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



Staff Report

To: City Council and Planning and Zoning Commission

From: Planning Department

Date: March 21, 2016

Re: Zoning Change Application No. 2016-04Z

A request of the City of Pearland, for approval of a change in zoning designation from Suburban Development District (SD) to Suburban Residential - 15 (SR-15); to wit:

Area 1: 213 acres more or less out of Kanawha-Texas Company subdivision, parts of sections 18 and 22, George C. Smith survey, abstract 547 and abstract 548 Brazoria County, Texas.

General Location: North of Bailey Road, south of Arnold Drive, east of Kennedy Drive, and west of Manvel Road, in Pearland, Brazoria County, Texas.

And,

Area 2: 230 acres more or less out of lots 1, 2, 11, 21, 31, 41 and 51, Section 24, George C. Smith survey abstract 549 and lots 1, 11, 21, 31, 41 and 51, section 25 H.T. & B. R.R. company survey, abstract 245 and lots 1, 11 and 21, Section 26 George C. Smith survey, abstract 550, Brazoria County, Texas, also known as Area 2.

General Location: South of Bailey Road, East of Manvel Road, and West of Veterans Road, in Pearland, Brazoria County, Texas, also known as Area 2.

The following 9 lots are excluded from Area 2:

SAVE AND EXCEPT 37.3004 acres of land, to wit:

Four lots, consisting of approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & B R R, Tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith

LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT 2 549 H T & B, Acres 10.000.

General Location: near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX.

And,

Five lots, consisting of approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25.

General Location: Southwest corner of Bailey Road and Veterans Road.

Summary of Request

The purpose of this request is to rezone approximately 407.55 acres of land that was annexed into Pearland on December 3, 2016 from Suburban Development (SD) district to Suburban Residential-15 (SR-15) district. This zone change affects 213 acres of land in Area 1 (generally located north of Bailey Road, south of Arnold Drive, east of Kennedy Drive, and west of Manvel Road) and approximately 194.55 acres of land in Area 2 (generally located on the south side of Bailey Road; east of Manvel Road (FM 1128) and west of Veterans Drive. There was an error in the number of acres excluded due to General Business (GB) district rezoning in the public notice. The current excluded area totals 35.45 acres instead of approximately 37.00 acres.

At the time of annexation, the annexed areas were SD, a default district for newly annexed land until zoned for a particular use. The Future Land Use map indicates that the two areas should be low density residential with Minor Retail nodes at the intersections of Bailey Road with Cullen Parkway, Manvel Road (FM 1128), Harkey Road and Veterans Road. Based on the land use inventory conducted by staff, staff is recommending the SR-15 district (a minimum lot size of 15,000 square feet) for the residential areas. The proposed zone would be in conformance with the Future Land Use Map and would be an appropriate zone for the majority of large lots with residential uses/structures in the area.

The zoning district recommendation will result in seven non-conforming uses in Area 1 that has seven businesses; however, five of these also have residential structures on the property. In Area 2, there will be five non-conforming lots. One lot will be non-conforming in terms of a business use in SR-15 District. Two lots will be non-

conforming because their lot area is less than the required 15,000 square feet in SR-15 District. Four lots will be non-conforming due to lot widths being less than the required 100 feet width in the SR-15 District. Non-conforming business uses may continue to exist and function unless discontinued for six months or more. In case of discontinuance, non-conforming uses can be reinstated and expanded by approvals from the Zoning Board of Adjustments (ZBA). The ZBA may also grant a permit to repair and expand non-conforming structures in lots that do not meet the lot area, setback, and width requirements.

Recommendation

Staff recommends approval of the zoning change application from SD to SR-15 on approximately 407.55 acres for the following reasons:

1. The proposed zoning district of SR-15 is in conformance with the Comprehensive plan. The Comprehensive Plan calls for this area to be low density residential and the proposed zoning designation is considered appropriate for low density residential.
2. The proposed zoning district is generally in conformance with the Unified Development Ordinance as it results in few non-conformities.
3. Any change in use or expansion of use would be subject to regulations in the Unified Development Code.

Site History

This area was annexed into the City effective December 3, 2015. The current SD district is a default district for recently annexed properties until zoned for a particular use.

Conformance with the Comprehensive Plan

The Future Land Use Plan shows that the recently annexed areas should be low density residential with Minor Retail nodes at the intersections of Bailey Road with Cullen Parkway, Manvel Road (FM 1128), Harkey Road and Veterans Road. The proposed zoning is in conformance with the Comprehensive Plan.

Conformance with the Thoroughfare Plan

According to City records, Bailey Road is a Major Thoroughfare that is in the process of being widened. The full length of Bailey Road is in the Corridor Overlay District.

Conformance with the Unified Development Code

The proposed zoning of SR-15 is in conformance with the Unified Development Code because the area is primarily residential in nature and the majority of the properties are large lots that exceed the 15,000 foot minimum lot size of the SR-15 district.

Suburban Residential – 15 (SR-15) Area Regulations	
Size of Lot	Required
Minimum Lot Size	15,000 sf.
Minimum Lot Width	100 ft.
Minimum Lot Depth	90 ft.

Platting Status

At this time platting is not required and the existing uses can continue in their current state. Platting will be required if any construction or subdivision of a property is requested.

Availability of Utilities

Most parcels are currently served by private water and sewer systems. Cullen Park Estates is serviced by an 8" water main along Bailey Road extending west from Manvel Road turning north in to Moray Drive (Cullen Park Estates). Hydrants exist along Bailey Road and within Cullen Park Estates Subdivision. The lots in Cullen Park Estates have private septic systems.

According to city records, a 4" force main exists along the west side of McLean with a lift station located south of Aimee Lane. A 4" force main also exists along the east side of

Veterans Drive and terminates approximately 200 feet south of Bailey Road with a 2" force main extension across to the west side of Veterans ending in the southwest corner lot of Bailey Road and Veterans Drive.

Water and sewer installation in other areas will be determined according to the current Capital Improvement Project (CIP) Schedule for each individual area. The current 5-year CIP shows 18" water lines being constructed along Veterans Drive and FM1128, south of Bailey Road. If future development creates a need, then, the services may be extended at that time.

Impact on Existing and Future Development

The proposed zoning should not have any negative impact on existing or future development as the uses are existing. Any changes would require conformance with the Unified Development Code.

Additional Comments

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

Public Notification

Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the zone change. A legal notice of the public hearing was published in the local newspaper. Additionally, staff had sent informational letters to all property owners in February 2016, to inform them of this zone change process.

Opposition to or Support of Proposed Request

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

Exhibits

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

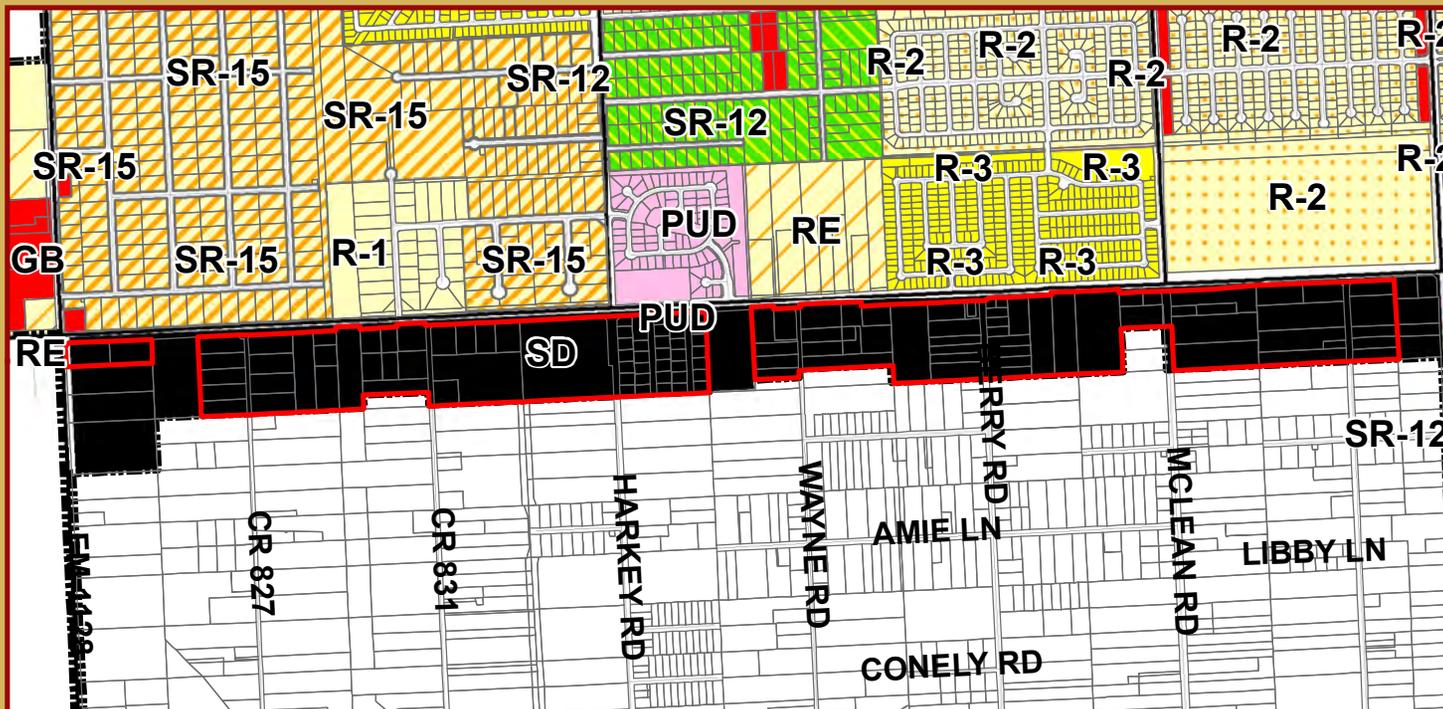
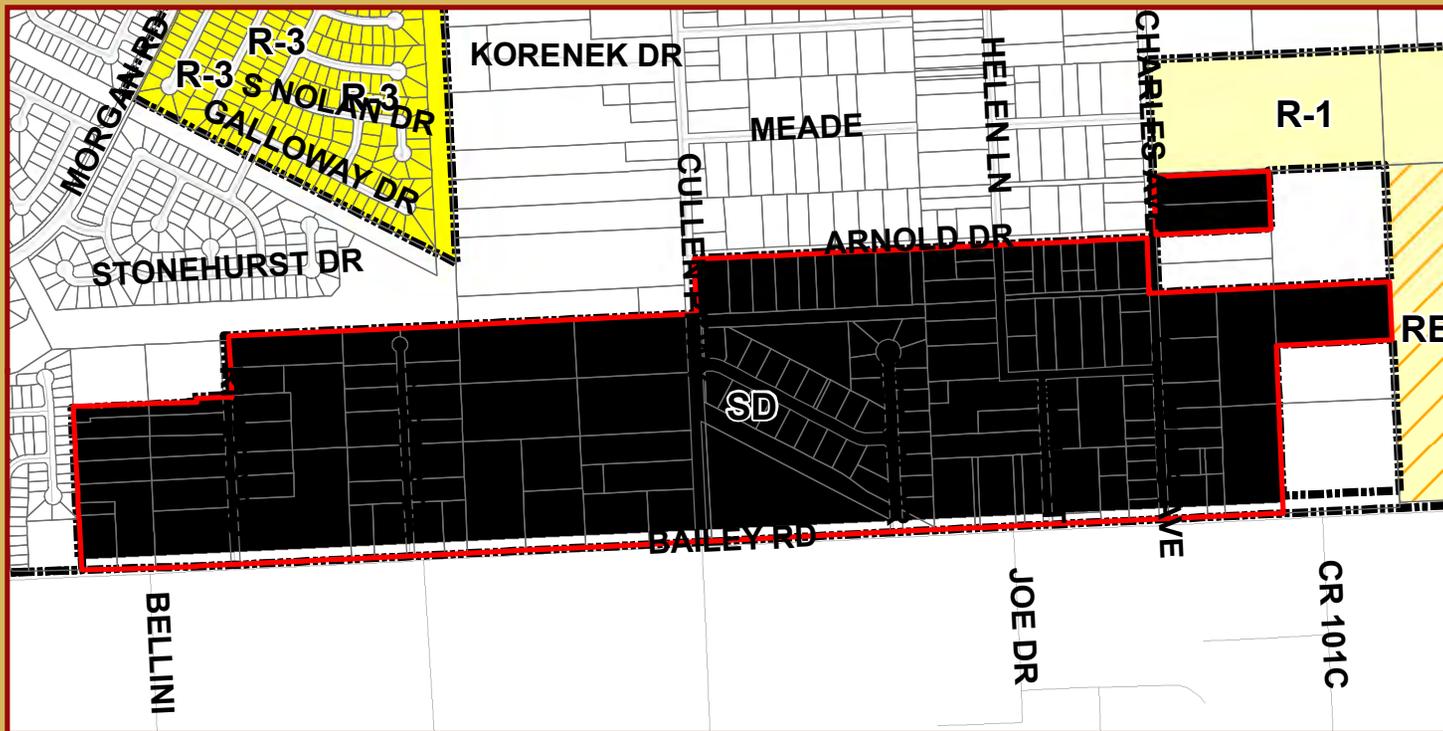


Exhibit 2

ZONING MAP

2016-04Z

Bailey Road
Annexation
SD to SR-15

-  Subject Parcels
-  City Limits



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

1 inch = 1,083 feet

FEBRUARY 2016
PLANNING DEPARTMENT



Exhibit 3

FLUP MAP

2016-04Z

Bailey Road Annexation SD to SR-15

-  Subject Parcels
-  City Limits
-  Major Retail Node
-  Minor Retail Node
-  Low Density Residential
-  Medium Density Residential
-  Public / Semi-Public



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

1 inch = 1,083 feet

FEBRUARY 2016
PLANNING DEPARTMENT

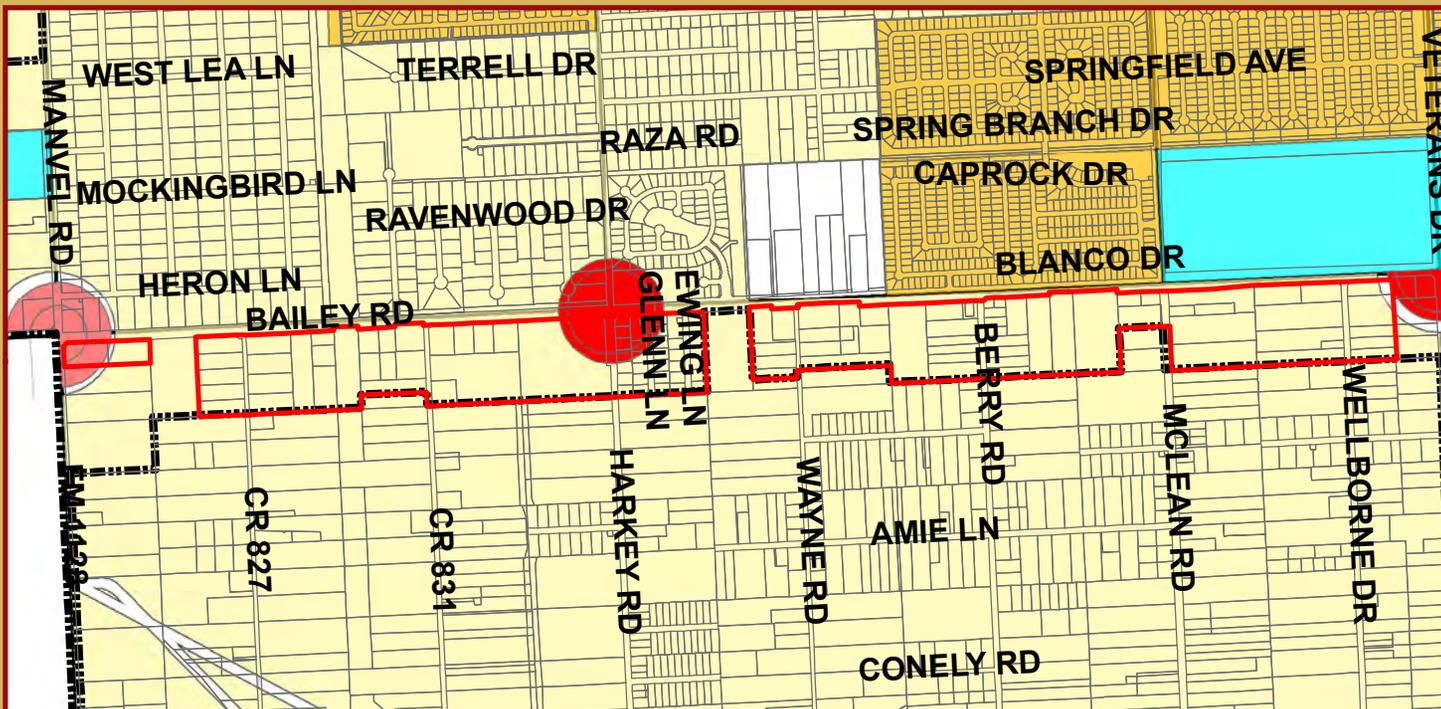
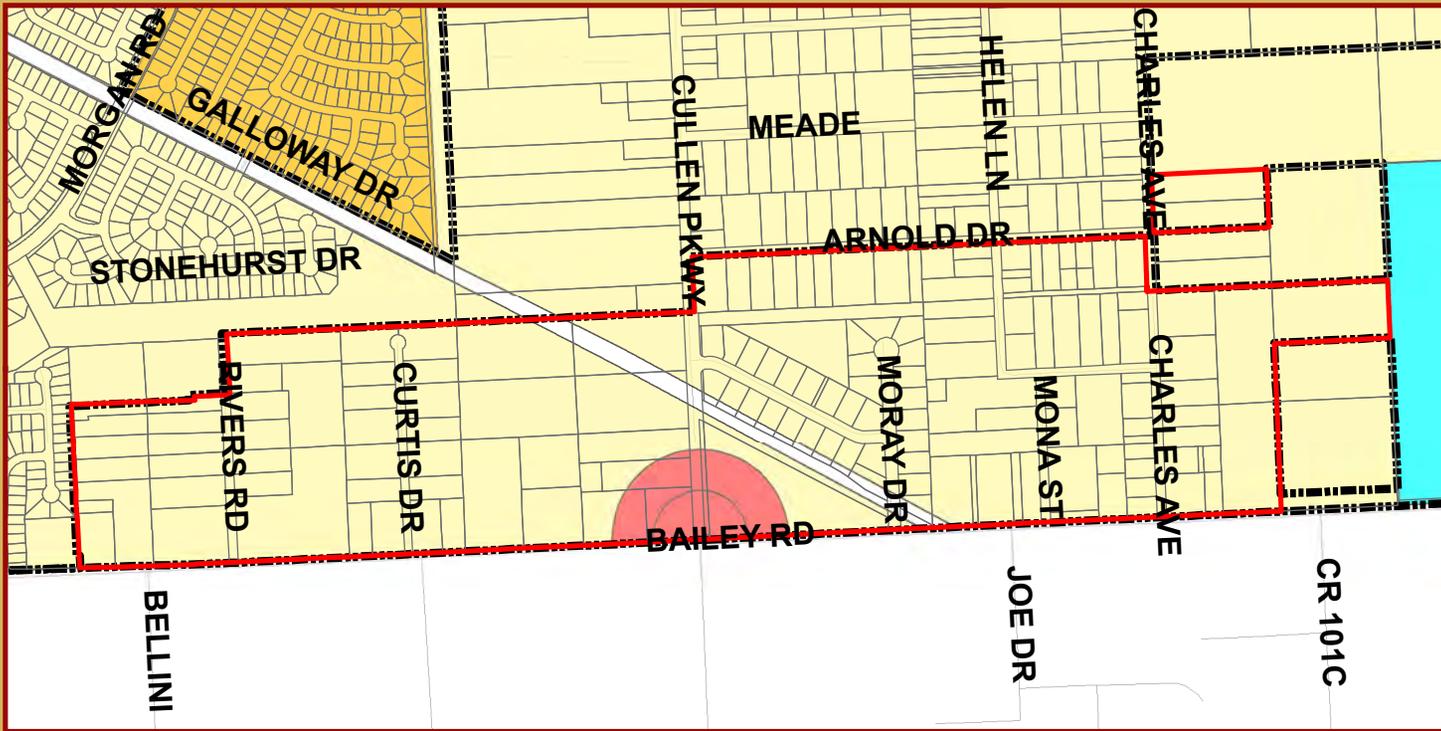


Exhibit 4

NOTIFICATION MAP

2016-04Z

Bailey Road Annexation SD to SR-15

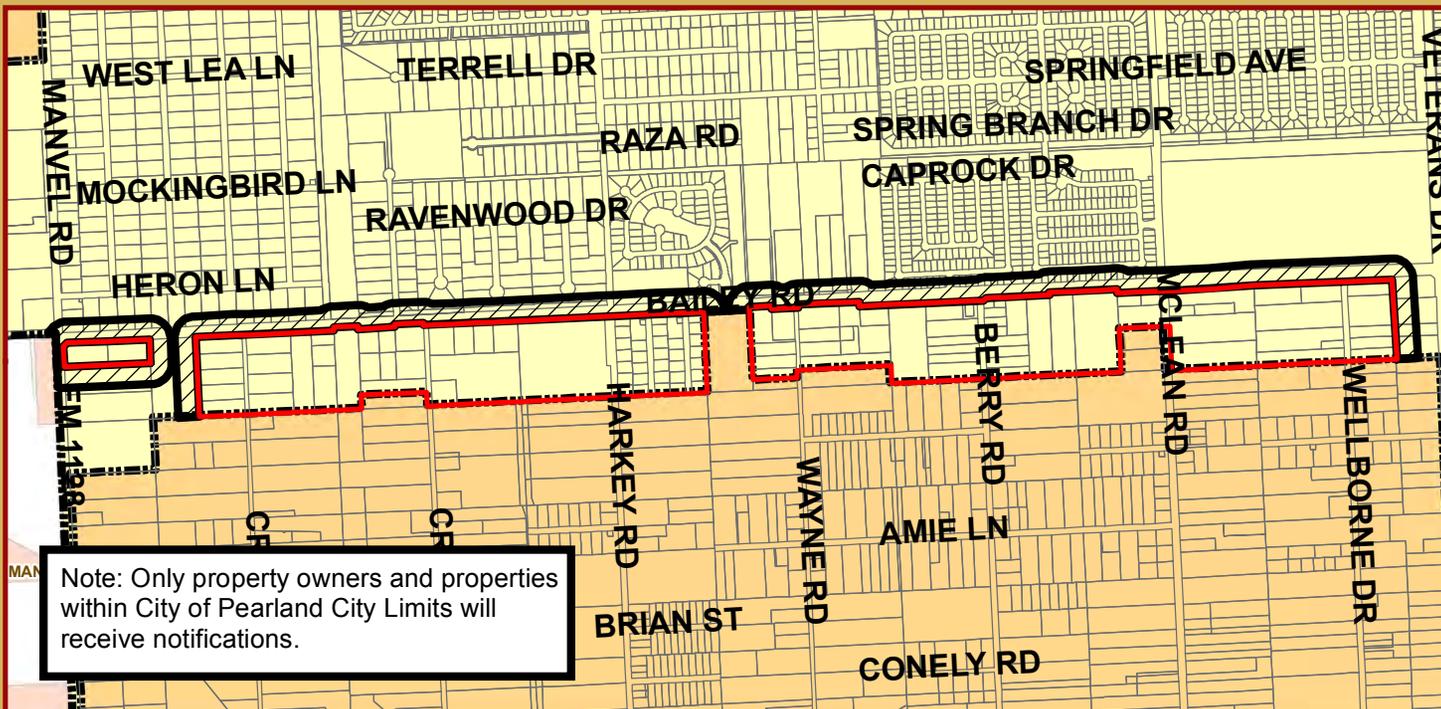
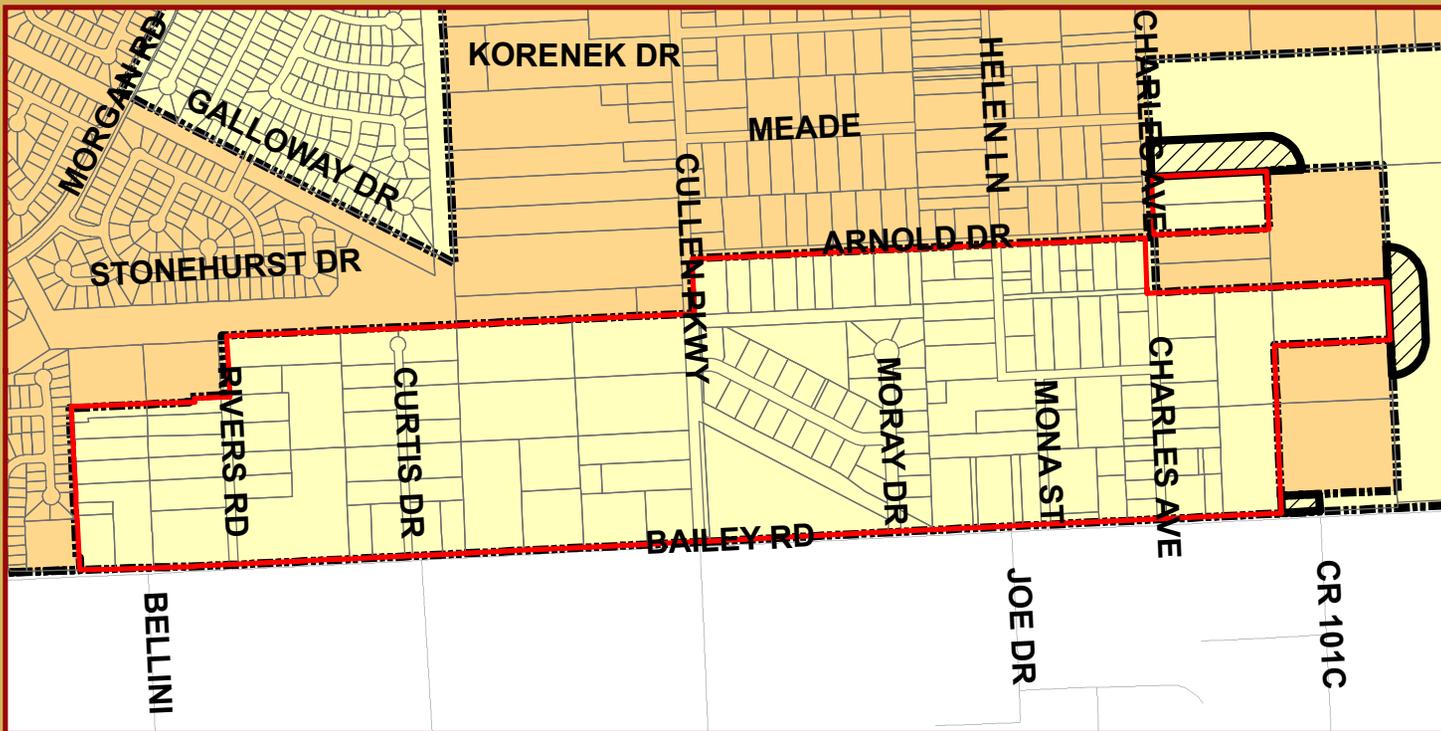
-  Subject Parcels
-  200ft Notice Area
-  City Limits
-  ETJ



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

1 inch = 1,083 feet

FEBRUARY 2016
PLANNING DEPARTMENT



Note: Only property owners and properties within City of Pearland City Limits will receive notifications.

Exhibit 5

2016-04Z

Bailey Road Annexation Area 1 and 2 SD to SR-15

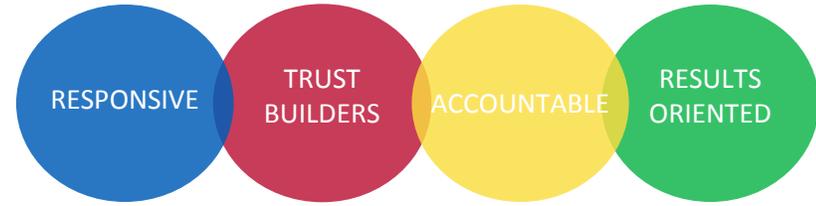
Property_Owner	City	Address	State	Zip
ALI SHARIF & BARKATALI MOMIN & NOORMOHAMMED ALI	HOUSTON	4115 OAK BLOSSOM CT	TX	77059
JOHN TIFFANY	PEARLAND	5302 BALMORHEA DR	TX	77584
MINJARES MICHAEL W & LAUREN L	PEARLAND	5108 BLANCO DR	TX	77584
VALDEZ DAVID & ELIZABETH C	PEARLAND	5204 BALMORHEA DR	TX	77584
BEAUGH JEREL L & SANDRA K	PEARLAND	5102 BLANCO DR	TX	77584
BENNETT KALISHA J HUDSON	PEARLAND	5110 BLANCO DR	TX	77584
CARDER DARRELL JR & ANITA	PEARLAND	5112 BLANCO DR	TX	77584
CARRASCOSA MARCELO H & DARNELL	PEARLAND	4042 RAVENWOOD CT	TX	77584
CHAMBERS JENNIFER J	PEARLAND	4042 RAVENCREST CT	TX	77584
CHAPA AARON & VANESA	PEARLAND	5304 BALMORHEA DR	TX	77584
COX JAMES & DEBORAH	PEARLAND	5802 LAWRENCE CT	TX	77584
CROASDAILE MICHELLE T & NELSON JR	PEARLAND	5603 BAILEY RD	TX	77584
DALE WALTER A & JULIE E	PEARLAND	4034 RAVENSWAY CT	TX	77584
DEFORD JANE N & KENNETH E	PEARLAND	5617 BAILEY RD	TX	77584
DELGADO ELLEN HITTINGER	PEARLAND	5308 BALMORHEA DR	TX	77584
DUHON TERESA	HUMBLE	12646 BLACKSTONE RIVER DR	TX	77346
ENGLISH BRYAN A	PEARLAND	5104 BLANCO DR	TX	77584
FINLEY BUBA D	PEARLAND	5406 BALMORHEA DR	TX	77584
GARRETT KERRI & RANDOLPH T	PEARLAND	4211 MUSTANG RD	TX	77584
GARZA MARCO A & LISA W	PEARLAND	5016 BLANCO DR	TX	77584
GHODRATI SAEIDEH	PEARLAND	5008 BLANCO DR	TX	77584
GILLILAND DAVID CLINTON & JENNIFER JAMES	PEARLAND	4042 QUAIL RUN DR	TX	77584
GILMORE LINDA M & COCHRAN KATHLEEN T	PEARLAND	5004 BLANCO DR	TX	77584
GONZALEZ ARISTEO & SOFIA	PEARLAND	6718 HERON LN	TX	77584
GRIMES RICHARD & MARANDA N	PEARLAND	4214 TAWAKON DR	TX	77584
GUTIERREZ BENNY M & IVY D	PEARLAND	3603 BARRINGTON CT	TX	77584
GUZMAN RODOLFO C & SILVIA	HOUSTON	7415 HEMLOCK P O BOX 4704	TX	77012
HART GEORGE LESTER	PEARLAND	6822 HERON LN	TX	77584
HAYNES DELORES A	PEARLAND	5404 BALMORHEA DR	TX	77584
HEBERT BRYAN	PEARLAND	4208 CLEBURNE DR	TX	77584
HICKS NORMAN W SR	PEARLAND	7409 BAILEY RD	TX	77584
HOPKINS KIMETRE R	PEARLAND	9720 BROADWAY ST APT 226	TX	77584
HUERTA JUAN I & LUZ L	PEARLAND	3410 TWEED WAY	TX	77584
HUSSAIN SYED SHAMSHEER	PEARLAND	5010 BLANCO DR	TX	77584
ILAHY RABIA	HOUSTON	1706 MORSE ST	TX	77019
ILIE IOAN & MARILENA	PEARLAND	7026 HERON LN	TX	77584
IZAGUIRRE JAIME	PEARLAND	5120 BLANCO DR	TX	77584
JAMES SUSAN VICTORIA	PEARLAND	5006 BLANCO DR	TX	77584
KARSTEN JOHN JR	PEARLAND	6910 HERON LN	TX	77584
KELLY SCOTT M	PEARLAND	5106 BLANCO DR	TX	77584
KIRBY RUN ASSOCIATES LP	PEARLAND	3605 LINDHAVEN DR	TX	77584
KNJ ENTERPRISES INC	MISSOURI CITY	4915 SHAPIRO CT	TX	77459
KOCH LORENA	PEARLAND	6618 HERON LN	TX	77584
LAGRONE JAMES D & SARI L	PEARLAND	4041 RAVENCREST CT	TX	77584
LAWRENCE PLACE HOA	PEARLAND	4001 HANS ST	TX	77584
LONG RONNIE D & MARGARET E	PEARLAND	5118 BLANCO DR	TX	77584
LOZANO JOSE ALBERTO & LILLIAN	PEARLAND	2820 WHITE OAK LN	TX	77584
MACE TERRY R JR	PEARLAND	5412 BALMORHEA DR	TX	77584
MAI MELINH	PEARLAND	16903 WELLBORNE RD	TX	77584
MAI PHUC ETUX NGUYET DOAN	PEARLAND	16645 COUNTY ROAD 831	TX	77584
MANSEL MARILYN R	PEARLAND	5206 BALMORHEA DR	TX	77584
MARTIN CODY LEE & VIRGINIA	PEARLAND	5014 BLANCO DR	TX	77584
MARTINEZ ANGELICA	PEARLAND	5012 BLANCO DR	TX	77584
MATZ ENTERPRISES LLC	ONALASKA	382 BRIDGELANDING	TX	77360
MCGUIRE MICHAEL C & LYNA L	PEARLAND	5511 BAILEY RD	TX	77584
MCHUGH PATRICK C & M KATHY	PEARLAND	5613 BAILEY RD	TX	77584
MERITAGE HOMES OF TEXAS LLC	HOUSTON	2901 W SAM HOUSTON PKWY N STE C250	TX	77043
MILLIS GREGORY W	PEARLAND	7010 HERON LN	TX	77584
MILLS KEVIN & CHERIE	PEARLAND	5122 BLANCO DR	TX	77584
MMSN ENTERPRISE OF TEXAS #2 LLC	HOUSTON	14311 HARVEST GLEN CT	TX	77062
MOLINA ALMA T	PEARLAND	5202 BALMORHEA DR	TX	77584
MYERS LAURA LUCAS	PEARLAND	5002 BLANCO DR	TX	77584
NORWOOD MICHAEL LEE	PEARLAND	5804 LAWRENCE CT	TX	77584
NWOBI CHINAEMELUM	PEARLAND	5312 BALMORHEA DR	TX	77584
OKWONNA ALEXANDER C & LISA G	PEARLAND	5402 BALMORHEA DR	TX	77584
ORTIZ GUSTAVO	ODENTON	2611 EVERGREEN RD	MD	21113
PARK VILLAGE EST COMM ASSN	HOUSTON	2000 S DAIRY ASHFORD RD STE 590	TX	77077
PARSON KAREN	PEARLAND	5416 BALMORHEA DR	TX	77584
PATKE JOHNNY FLOYD	PEARLAND	6706 HERON LN	TX	77584
PEARLAND ISD	PEARLAND	PO BOX 7	TX	77588
PEREZ JORGE JR	PEARLAND	6730 HERON LN	TX	77584
R WEST DEVELOPMENT CO INC	PEARLAND	7918 BROADWAY ST STE 106	TX	77581
RAVENWOOD ESTATES HOMEOWNERS % H & G MANAGEMENT SERVICES	PEARLAND	PO BOX 1279	TX	77588

Exhibit 5

2016-04Z

Bailey Road Annexation Area 1 and 2 SD to SR-15

ROCK OF POWER	PEARLAND	4118 VETERANS DR	TX	77584
RUIZ ALFREDO & MARTIZA	HOUSTON	13726 VIEW MEADOW LN	TX	77034
RUIZ CARLOS & RUTH	HOUSTON	8018 PEEKSKILL LN	TX	77075
RUSSELL MICHAEL S	PEARLAND	5116 BLANCO DR	TX	77584
RUTHERFORD JOHN J & MARIA E	PEARLAND	5807 LAWRENCE CT	TX	77584
SCHAATT NORBERT & GEORGETTE	PEARLAND	6918 HERON LN	TX	77584
SCOTT JACLYN	PEARLAND	5410 BALMORHEA DR	TX	77584
SHEPARD LESHAN & RISA HULTZ	PEARLAND	5306 BALMORHEA DR	TX	77584
SMITH KEN B & PATRICIA J	PEARLAND	5509 BAILEY RD	TX	77584
SNYDER TERRENCE E & PATRICIA	PEARLAND	2120 KILKENNY DR	TX	77581
SPRIGGINS ANTHONY T & DONNA	PEARLAND	3605 PARKSIDE DR	TX	77584
THOMPSON WILLIAM B & SUSAN K	MIDLAND	PO BOX 1965	MI	48641
THUMANN CHAD A	PEARLAND	3823 FM 1128 RD	TX	77584
TIGNER MARCELLA G & BENJAMIN F GRAY	ANGLETON	420 COUNTY ROAD 430	TX	77515
TIGNER MARCELLA G & BENJAMIN F GRAY	ANGLETON	1030 JIMMY PHILLIPS BLVD	TX	77515
UPSHAW CHARLES & MARGIE	PEARLAND	6634 HERON LN	TX	77584
WILLIAMS DAVID A & ROBIN S	PEARLAND	6930 HERON LN	TX	77584
WILLIAMS TRAVIS W & CRYSTAL	PEARLAND	4216 TAWAKON DR	TX	77584
WISEMAN RODGER & CHARLENE	PEARLAND	6818 HERON LN	TX	77584
WOOD JEREMY M & TRACY M	PEARLAND	5408 BALMORHEA DR	TX	77584
ZAMORA ADRIAN G	PEARLAND	5314 BALMORHEA DR	TX	77584
ZUELKE MICHAEL A	PEARLAND	3929 QUAIL RUN DR	TX	77584



SUMMARY OF POSSIBLE NON-CONFORMING PARCELS

ZONING CASE 2016-04Z

Suburban Development to Suburban Residential-15

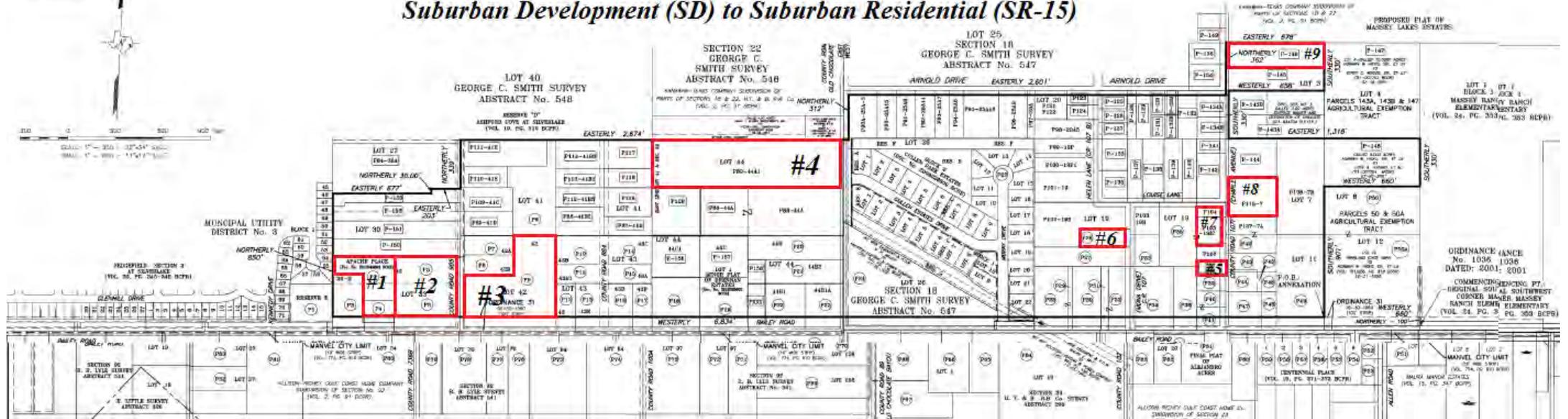
As of April 20, 2016



pearlandtx.gov

4/5/2016

Zone Change - 2016 - 04Z Suburban Development (SD) to Suburban Residential (SR-15)



Total acreage

407

Total number of parcels being proposed for SR-15 Zoning

231

Parcels with residential (conforming) use or vacant

216 or 94%

Parcels with both residential (conforming) and non-residential (non-conforming) uses

7 or 3%

Parcels with only commercial or industrial use

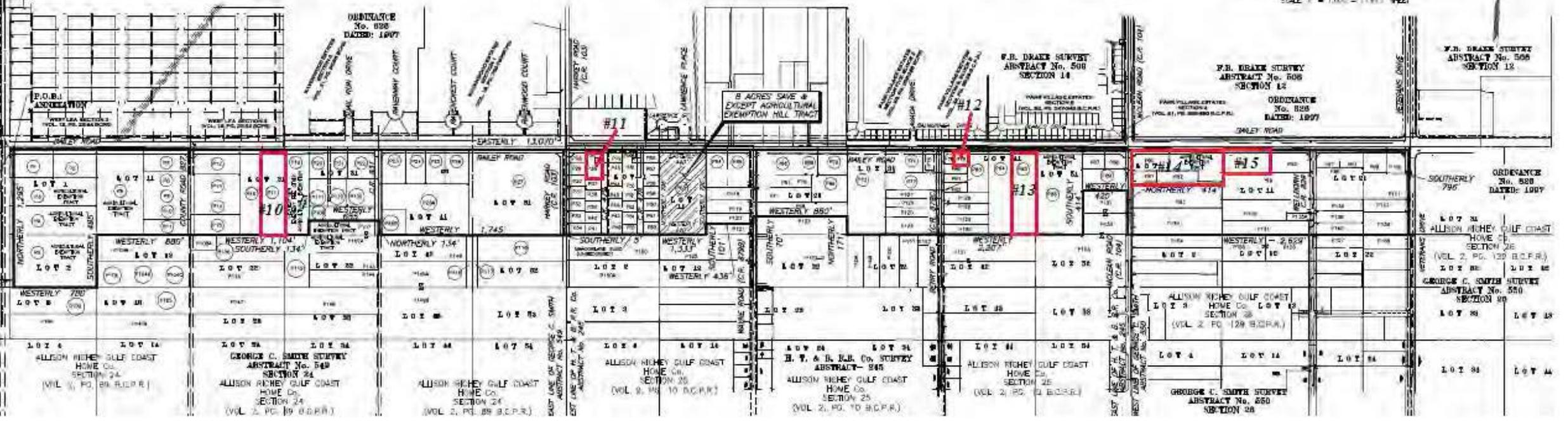
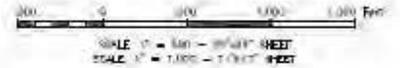
8 or 3%

at least 4 would need to be M-1 or M-2

Zone Change - 2016 - 04Z

Suburban Development (SD) to Suburban Residential-15 (SR-15)

4/5/2016





Parcel #1

- Business Name: ***Apache Wellhead Systems and Dynamic Builders***
- Owner: ***Apache Wellhead Systems***
- Address: ***3909 Bailey Ave.***
- Current Use: ***Manufacturing***
- Conforming Use
Permitted- ***M-1, M-2***
CUP- ***None***





Parcel #2

- Business Name: ***N/A***
- Owner: ***Bell Vester R Estate***
- Address: ***3915 Bailey Ave.***
- Current Use:
Storage/Office/Residential
- Conforming Use
Permitted- ***M-1, M-2 or SR- 15***
CUP- ***None***





Parcel #3

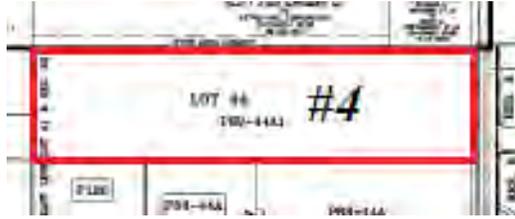
- Business Name: *N/A*
- Owner: *Doherty Frank*
- Address: *4103 Bailey Ave.*
- Current Use: *Equipment Storage & Residential*
- Conforming Use

Permitted- *M-1, M-2 or*

SR-15

CUP- *None*





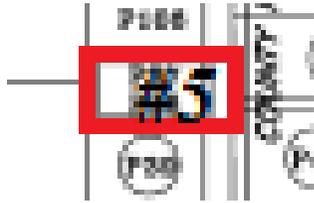
Parcel #4

- Business Name: ***Pearland Boat & RV Storage***
- Owner: ***Hard Assets LLC***
- Address: ***3600 Cullen Parkway***
- Current Use: ***Self Storage***
- Conforming Use

Permitted- ***Not Permitted***

CUP- ***GB, GC, M-1, M-2***

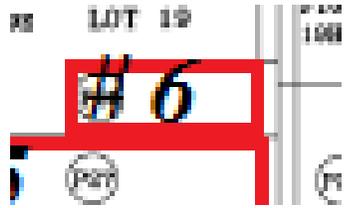




Parcel #5

- Business Name: ***Garcia's Industries***
- Owner: ***Garcia Maribal***
- Address: ***3636 Charles Ave.***
- Current Use: ***Manufacturing & Residential***
- Conforming Use
Permitted- ***M-1 & M-2 or SR-15***
CUP- ***None***





Parcel #6

- Business Name: ***Garcia Industries***
- Owner: ***Garcia's Fabricating Inc.***
- Address: ***3606 Mona St.***
- Current Use: ***Manufacturing***
- Conforming Use
Permitted- ***M-1 & M-2***
CUP- ***None***





Parcel #7

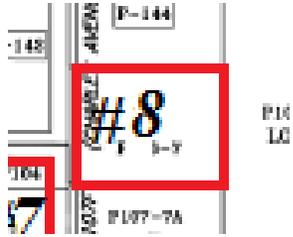
- Business Name: ***N/A***
- Owner: ***John and Anita Gonzales***
- Address: ***3610 Charles Ave.***
- Current Use: ***Equipment Storage & Residential***
- Conforming Use

Permitted- ***M-1 & M-2 or***

SR-15

CUP- ***None***



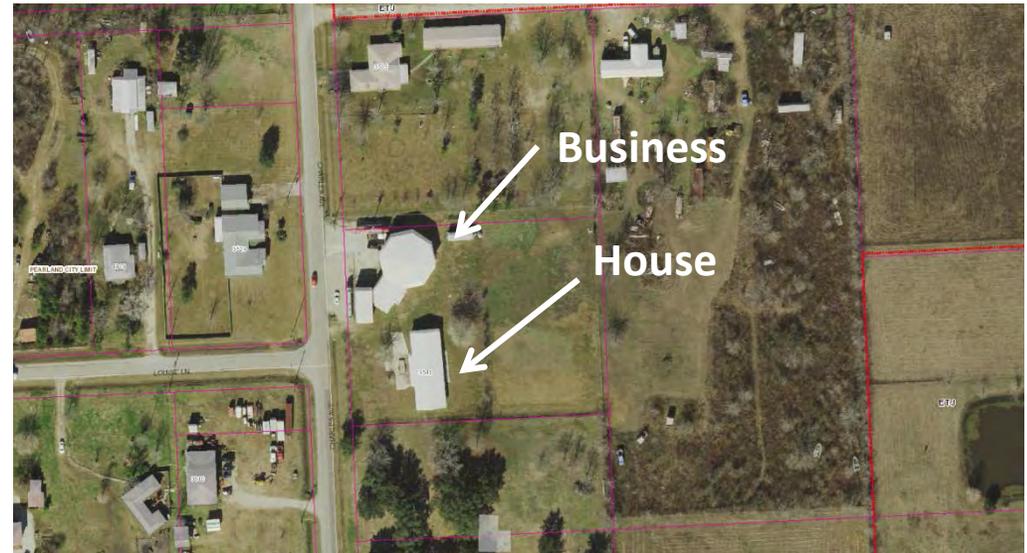


Parcel #8

- Business Name: ***Safari Welding***
- Owner: Rocha Rolando
- Address: ***3541 Charles Ave.***
- Current Use: ***Manufacturing & Residential***
- Conforming Use

Permitted- ***M-1 & M-2 or SR-15***

CUP- ***None***

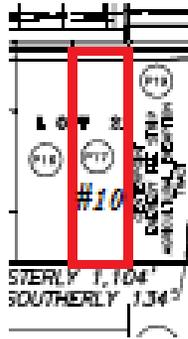




Parcel #9

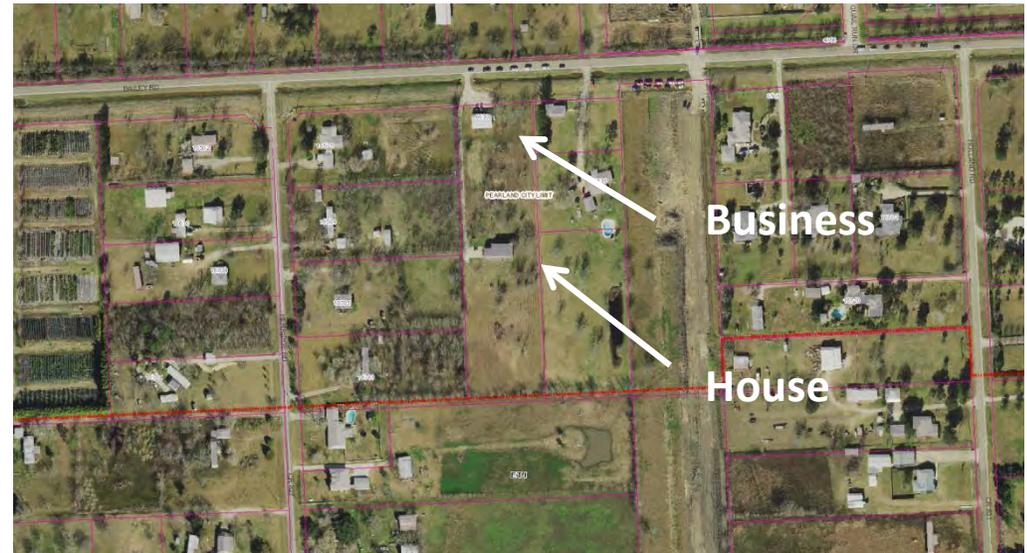
- Business Name: ***M & R Storage***
- Owner: ***Raquel & Victor Raquel***
- Address: ***3505 Charles Ave.***
- Current Use: ***Storage***
- Conforming Use
 - Permitted- ***Not Permitted***
 - CUP- ***GB, GC, M-1, M-2***
- Neighboring home has same owner

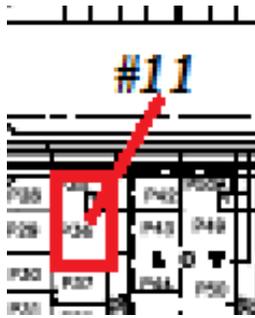




Parcel #10

- Business Name: ***Come Correct Customs***
- Owner: ***William R. Porter***
- Address: ***6630 Bailey Rd.***
- Current Use: ***Auto Repair & Residential***
- Conforming Use
Permitted- ***M-1 & M-2 or SR-15***
CUP- ***GB, GC***





Parcel # 11

Business Name: ***Y & Y Welding***

- Owner: ***Noe Neery Hernandez***
- Address: ***16608 Glen Ln.***
- Current Use: ***Manufacturing***
- Conforming Use

Permitted- ***M-1 & M-2***

CUP- ***None***





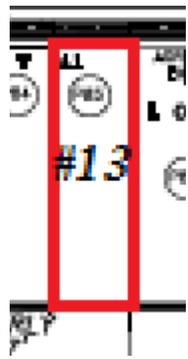
Parcel #12

- Business Name: ***N/A***
- Owner: ***Frank Trevino Sr.***
- Address: ***5230 Bailey Ave.***
- Current Use: ***Manufacturing***
- Conforming Use

Permitted- ***M-1 & M-2***

CUP- ***None***





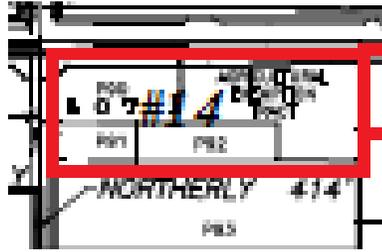
Parcel #13

- Business Name: ***A Place To Grow***
- Owner: ***Beverly J Childs***
- Address: ***5134 Bailey Rd.***
- Current Use: ***Child Day Care Center***
- Conforming Use

Permitted- ***GB, GC***

CUP- ***OP, NS***





Parcel #14

- Business Name: ***B & K Self Storage***
- Owner: ***Billy E. Griffin***
- Address: ***4209 Bailey Ave.***
- Current Use: ***Self Storage***
- Conforming Use

Permitted- ***Not Permitted***

CUP- ***GB, GC, M-1, M-2***





Parcel #15

- Business Name: ***SnoDogs***
- Owner: ***Perry J Brizendine***
- Address: ***4714 Bailey Rd.***
- Current Use: ***Food Sales & Residential***
- Conforming Use
Permitted- ***NS, GB, GC***
CUP- ***None***





City of Pearland

3519 Liberty Drive
Pearland, Texas 77581
Tel: 281.652.1765
pearlandtx.gov

February 1, 2016

Re: **NOTICE OF INTENT TO ZONE PROPERTY**

Dear Property Owner:

The purpose of this letter is to notify you of several future meetings. Your property was annexed into the city limits of Pearland on December 3, 2015.

1. A Joint Public Hearing will be held on March 21, 2016 for the purpose of rezoning your property to SR-15, Suburban Residential-15. The meeting **will begin at 6:30 PM, and will be held at the following location:**

**Council Chambers, City Hall,
3519 Liberty Drive, Pearland, TX, 77581**

The SR-15 zoning district is intended to permit low-density residential development of detached single-family dwelling units and desirable open space. If the use is in conformance with the zoning applied to the property, you may continue the current use of the property and expand in the future. If the single family residential use or structure and/or commercial or industrial use or structure does not conform to the zoning requirements, then the use may be continued in its current state, as a non-conforming use, unless abandoned for more than six months, or if the structure is destroyed by fire or storm.

Approval of a Conditional Use Permit (CUP) or a Special Exception (SE) will permit expansion of a non-conforming use, resumption of a use that is discontinued for more than 6 months, or rebuilding of a structure that is destroyed to an extent of more than 50 percent of its value. Similar processes are in place to address non-conformities related to the building code through the Building Official.

Agricultural uses may also continue. The Land Use Matrix in the Unified Development Code (UDC) permits "Agricultural Field Crops or Orchards" in all zoning districts if the area is used for growing of farm products, vegetables, fruits, flowers, trees and/or grain and includes incidental and/or necessary accessory structures or uses for raising, treating and storing products raised on the premises. This does not include the



City of Pearland

3519 Liberty Drive
Pearland, Texas 77581
Tel: 281.652.1765
pearlandtx.gov

commercial feeding of offal and garbage to swine and other animals and not including any type of agricultural animal husbandry as defined in the UDC.

The Land Use Matrix also permits Farms (Ranch, Livestock) used for the raising thereon of the usual farm animals such as horses, cattle and sheep and including the necessary accessory uses for raising, treating and storing animals on the premises. This does not include the commercial feeding of offal and garbage to swine and other animals and not including any type of husbandry specifically prohibited by law.

2. As discuss in several meetings, you may make an appointment for a phone conference or meeting with City Staff regarding the zoning process. To schedule an appointment, please call Alma Gonzales at 281-652-1765. These calls/meetings will be held between February 22 and March 4, 2016.

3. A Joint Public Hearing for on February 15, 2016, for "owner initiated" zone changes in the area annexed. If your property is within 200 feet of the properties for which the zone change is requested, you will receive a letter and notifying you of the zone change. **THIS WILL NOT AFFECT THE ZONE CHANGE ON YOUR PROPERTY.** You may come to this meeting if you wish. However, the public may speak but only in regards to the property involved in the zone change.

You may contact me should you have any questions or would like additional information regarding the zone change process. Please me an appointment for a phone conference or meeting.

Sincerely,

Frankie Legaux, AICP
City Planner

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

AGENDA OF: April 25, 2016	ITEM NO.: Ordinance No. 2000M-145
DATE SUBMITTED: March 29, 2016	DEPT. OF ORIGIN: Planning
PREPARED BY: Frankie Legaux	PRESENTOR: Lata Krishnarao
REVIEWED BY: Lata Krishnarao	REVIEW DATE: April 19, 2016
<p>SUBJECT: Ordinance No. 2000M-145- 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 property being four tracts of land, approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & BRR tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT2 549 H T & B, Acres 10.000 and, five tracts of land, approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25. (Near the southeast corner of FM 1128/Manvel Road and Bailey Road, and Pearland, TX and southwest corner of Bailey Road and Veterans Road.) Zone Change Application No. 2016-03Z, a city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/ and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land; providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.</p>	
<p>ATTACHMENTS: Ordinance No. 2000M-145 and Exhibits (Exhibit A – Legal Description; Exhibit B – Vicinity map; Exhibit C – Legal Ad; Exhibit D – Planning and Zoning Recommendation Letter); Joint Public Hearing Packet (03.21.16)</p>	
EXPENDITURE REQUIRED: N/A	AMOUNT BUDGETED: N/A
AMOUNT AVAILABLE: N/A	PROJECT NO.: N/A
ACCOUNT NO.: N/A	
<p>ADDITIONAL APPROPRIATION REQUIRED: N/A</p>	

ACCOUNT NO.: N/A			
PROJECT NO.: N/A			
To be completed by Department:			
Finance	Legal	Ordinance	Resolution

SUMMARY: The purpose of this request is to rezone approximately 35.450 acres of land that was annexed into Pearland on December 3, 2015 from Suburban Development (SD) district to the General Business (GB) district. This zone change affects two sections of land located within annexation area. At the time of annexation the annexed areas were zoned SD, a default district for newly annexed land until zoned for a particular use.

Four tracts of land, approximately 27.581 acres, are located on the southeast corner of the intersection of Bailey Road and Manvel Road. Five tracts of land, approximately 7.869 acres, are located at the southwest corner of Bailey Road and Veterans Drive. The subject tracts are identified in the Future Land Use Plan as minor retail nodes. Key intersections in the City have been identified in the Comprehensive Plan as retail nodes and are intended for retail, office, and service uses. The Comprehensive Plan states that the nodes need not occupy one corner and the uses can be distributed among the intersection’s four corners depending on factors such as property ownership, physical constraints, and jurisdictional influences. The proposed GB zoning is considered as an appropriate zone for these minor nodes.

RECOMMENDATION: Staff recommends approval of the zoning change application from SD to GB on the approximately 35.450 acre of land for the following reasons:

1. The proposed zoning designation of GB is in conformance with the Comprehensive Plan as both areas are located within Minor Retail Nodes (intersection of Bailey Road and Manvel Road and intersection of Bailey Road and Veterans Road). The Comprehensive Plan also supports retail and service use being located at intersections of thoroughfares and collector streets.
2. The proposed zoning district is in conformance with the Unified Development Code and will not result in any non-conforming uses.
3. Any change in use or expansion of use would be subject to regulations in the Unified Development Code.

PUBLIC NOTIFICATION: A Joint Public Hearing was conducted on March 21, 2016. Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property

under consideration for the zone change. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

Of the 18 property owners within the 200 foot notice area, no “Public Comment Forms” regarding this request were returned in favor or opposition to the request. Staff received no phone calls inquiring about the request.

At the Joint Public Hearing meeting no one spoke in favor or against the request.

PLANNING AND ZONING COMMISSION DISCUSSION: At the regular meeting of the Planning and Zoning Commission on March 21, 2016, P&Z Vice-Chair Thomas Duncan made a motion to recommend approval of the Zone Change No. 2016-03Z request; the motion was seconded by Commissioner David Selsky. The motion passed by a vote of 7-0. Chair Tunstall, Vice-Chair Duncan, Commissioners Pradia, Isenberg, Starr, McFadden and Selsky all voted to approve.

Ordinance No. 2000M-145

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 property being four tracts of land, approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & BRR tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT2 549 H T & B, Acres 10.000 and, five tracts of land, approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25. (generally located near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX and Southwest corner of Bailey Road and Veterans Road.), Zone Change Application No. 2016-03Z, a city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/ and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land; providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

WHEREAS, a city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/Manvel Road and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land; said property being legally described in the legal description attached hereto and made a part hereof for all purposes as Exhibit "A," and more graphically depicted in the vicinity map attached hereto and made a part hereof for all purposes as Exhibit "B," and

WHEREAS, on the 21th day of March, 2016, a Joint Public Hearing was held before the Planning and Zoning Commission and the City Council of the City of Pearland, Texas, notice being given by publication in the official newspaper of the City, the affidavit of publication being attached hereto and made a part hereof for all purposes as Exhibit "C," said call and notice being in strict conformity with provisions of Section 1.2.2.2 of Ordinance No. 2000T; and

WHEREAS, a city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/Manvel Road and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land said recommendation attached hereto and made a part hereof for all purposes as Exhibit "D"; said amended PD attached hereto as Exhibit E; and

WHEREAS, upon receipt of the report from the Planning and Zoning Commission, City Council considered this application and the recommendation of the Planning and Zoning Commission at regular meetings on the 11th day of April 2016; and

WHEREAS, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised in the premises, finds that in the case of the application of a city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/Manvel Road and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land, presented which, in the judgment of the City Council, would justify the approval of said application; now, therefore,

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

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

LEGAL DESCRIPTION: Being four tracts of land, approximately 27.581 acres in

Annexation Area 2, identified as AO 549 H T & BRR tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT2 549 H T & B, Acres 10.000.

GENERAL LOCATION: near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX.

And,

LEGAL DESCRIPTION: five tracts of land, approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25.

GENERAL LOCATION: Southwest corner of Bailey Road and Veterans Road.

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

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

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

Section V. All rights and remedies, which have accrued in the favor of the City

under this Ordinance and its amendments thereto, shall be and are preserved for the benefit of the City.

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

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

PASSED, APPROVED, and ADOPTED on First Reading this 25th day of April, 2016.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 9th day of May, 2016.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

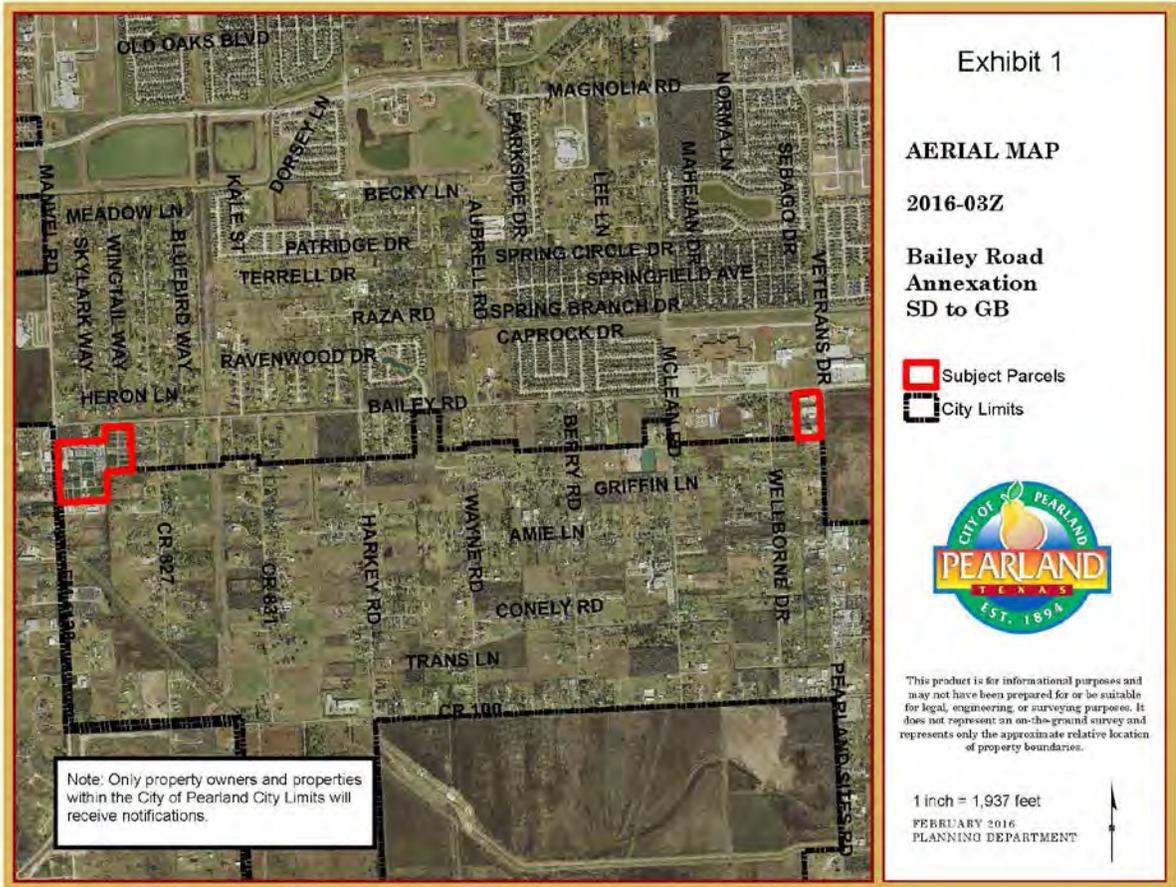
DARRIN M. COKER
CITY ATTORNEY

Exhibit A
Legal Description

Being four tracts of land, approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & BRR tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT2 549 H T & B, Acres 10.000.

And, five tracts of land, approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25.

Exhibit B Vicinity Map



**Exhibit C
Legal Ad**

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

AND

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

ZONE CHANGE APPLICATION NUMBER: 2016-03Z

Notice is hereby given that on March 21, 2016, at 6:30 p.m., the City Council and Planning and Zoning Commission of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, will conduct a joint public hearing in the Council Chambers of City Hall, located at 3519 Liberty Drive, Pearland, Texas, a city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/ and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land, to wit:

Being four tracts of land, approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & BRR tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT2 549 H T & B, Acres 10.000.

General Location: near the Southeast corner of FM 1128/ Marvel Road and Bailey Road, Pearland, TX.

And, five tracts of land, approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25.

General Location: Southwest corner of Bailey Road and Veterans Road.

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

Frankie Legaux
City Planner

Exhibit D
Planning and Zoning Commission Recommendation Letter



Planning & Zoning Commission

March 23, 2016

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

Re: Recommendation on Zone Change Application No. 2016-03Z

Honorable Mayor and City Council Members:

At their meeting on March 21, 2016, the Planning and Zoning Commission considered the following:

A city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/ and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land, to wit:

LEGAL DESCRIPTION: Being four tracts of land, approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & BRR tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT2 549 H T & B, Acres 10.000.

GENERAL LOCATION: near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX.

And,

LEGAL DESCRIPTION: five tracts of land, approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T &

B R R Tract 21E, Acres 2.25.

GENERAL LOCATION: Southwest corner of Bailey Road and Veterans Road.

P&Z Vice-Chairperson Thomas Duncan made the motion to recommend approval Zone Change Application No. 2016-03Z, P&Z Commissioner David Selsky seconded the motion. The motion passed 7/0, with all commissioners present and all commissioners in favor of the motion.

Sincerely,



Frankie Legaux

City Planner

On behalf of the Planning and Zoning Commission



JOINT PUBLIC HEARING

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

MONDAY, MARCH 21, 2016, AT 6:30 P.M.

COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

I. CALL TO ORDER

II. PURPOSE OF HEARING

Zone Change Application No. 2016-03Z

A city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/Manvel Road and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land.

Legal Description: Being four tracts of land, approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & BRR tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT2 549 H T & B, Acres 10.000.

General Location: near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX.

And, **Legal Description:** Being five tracts of land, approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25.

General Location: Southwest corner of Bailey Road and Veterans Road.

III. APPLICATION INFORMATION AND CASE SUMMARY

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

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

V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION

VI. ADJOURNMENT

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



Staff Report

To: City Council and Planning and Zoning Commission

From: Planning Department

Date: March 21, 2016

Re: Zoning Change Application No. 2016-03Z

A city initiated request for approval of a zone change in the recently annexed Area 2 (south of Bailey Road between FM 1128/Manvel and Veterans Road) from Suburban Development (SD) zoning district to General Business (GB) zoning district; on approximately 35.450 acres of land, to wit:

Being four tracts of land, approximately 27.581 acres in Annexation Area 2, identified as AO 549 H T & BRR tract 11A, Acres 7.635; LT 1B 549 H T & B, Acres 4.946; G.C. Smith LT 1 549 H T & B, Acres 5.000; and G.C. Smith LT2 549 H T & B, Acres 10.000.

General Location: near the Southeast corner of FM 1128/Manvel Road and Bailey Road, Pearland, TX.

And, five tracts of land, approximately 7.869 acres in Annexation Area 2, identified as A0549 H T & B R R Tract 21 B called Tract 1, Acres 2.200; LT 21B1 (called Tract 4) 550 H T & B, Acres 2.5; A0550 H T & B R R, Tract 21D, Acres 2.5; A0550 H T & B R R Tract 21, Acres 0.789; A0550 H T & B R R Tract 21E, Acres 2.25.

General Location: Southwest corner of Bailey Road and Veterans Road.

Summary of Request

The purpose of this request is to rezone approximately 35.450 acres of land that was annexed into Pearland on December 3, 2015 from Suburban Development (SD) district to the General Business (GB) district. This zone change affects two sections of land located within Area 2.

At the time of annexation the annexed areas were zoned SD, a default district for newly annexed land until zoned for a particular use.

Four tracts of land, approximately 27.581 acres, are located on the southeast corner of the intersection of Bailey Road and Manvel Road. Five tracts of land, approximately 7.869 acres, are located at the southwest corner of Bailey Road and Veterans Drive. The subject tracts are identified in the Future Land Use Plan as minor retail nodes. Key intersections in the City have been identified in the Comprehensive Plan as retail nodes and are intended for retail, office, and service uses. The Comprehensive Plan states that the nodes need not occupy one corner and the uses can be distributed among the intersection's four corners depending on factors such as property ownership, physical constraints, and jurisdictional influences. The proposed GB zoning is considered as an appropriate zone for these minor nodes.

Recommendation

Staff recommends approval of the zoning change application from SD to GB on the approximately 35.450 acre of land for the following reasons:

1. The proposed zoning designation of GB is in conformance with the Comprehensive Plan as both areas are located within Minor Retail Nodes (intersection of Bailey Road and Manvel Road and intersection of Bailey Road and Veterans Road). The Comprehensive Plan also supports retail and service use being located at intersections of thoroughfares and collector streets.
2. The proposed zoning district is in conformance with the Unified Development Code and will not result in any non-conforming uses.
3. Any change in use or expansion of use would be subject to regulations in the Unified Development Code.

Site History

This area was annexed into the City effective December 3, 2015. All properties had existing business uses at the time of annexation.

Conformance with the Comprehensive Plan

The Comprehensive Plan recommends that;

- a. Neighborhood retail and service should be located at intersection or at the edge of logical neighborhood areas; and,
- b. Retail areas to be clustered throughout the city and convenient to residential areas

The Future Land Use Plan (FLUP) indicates these areas to be “Minor Retail Nodes.” The proposed zoning is in conformance with the Comprehensive Plan.

Conformance with the Thoroughfare Plan

According to City records, Bailey Road is a Major Thoroughfare that is in the process of being widened. The full length of Bailey Road is in the Corridor Overlay District.

Conformance with the Unified Development Code

The proposed GB designation would be appropriate for all existing property uses that includes restaurant, beauty shop, insurance office, church, indoor batting cages, dance studio, nursery, learning center, and day care, and would not result in any nonconforming uses. The GB zone also allows other retail and commercial uses, in addition to the existing uses. The parcels in the proposed rezoning area will also be in conformance with the area and setback requirements of the GB zone

• General Business (GB) Area Regulations	
Size of Lot	Required
Minimum Lot Size	22,500 sf.
Minimum Lot Width	150 ft.
Minimum Lot Depth	125 ft.

Platting Status

At this time, platting is not required and the existing uses can continue in their current state. Platting will be required if any construction or subdivision of a property is proposed in the future.

Availability of Utilities

Most parcels are currently served by private water and septic systems. According to city records, a 4" sanitary force main exists along the west side of McLean with a lift station located south of Aimee Lane. A 4" sanitary force main also exists along the east side of Veterans Drive and terminates approximately 200 feet south of Bailey Road with a 2" force main extension across to the west side of Veterans ending in the southwest corner lot of Bailey Road and Veterans Drive.

Water and sewer installation in other areas will be determined according to the current Capital Improvement Project (CIP) schedule for each individual area. The current 5-year CIP shows 18" water lines being constructed along Veterans Drive and FM1128, south of Bailey Road. If future development creates a need, then, the services may be extended at that time.

Impact on Existing and Future Development

The proposed zoning should not have any negative impact on existing or future development as the uses are existing. Any changes would require conformance with the Unified Development Code.

Additional Comments

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

Public Notification

Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the zone change. A legal notice of the public hearing was published in the local newspaper. Additionally, staff had sent informational letters to all property owners in February 2016, to inform them of this zone change process.

Opposition to or Support of Proposed Request

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

Exhibits

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

Exhibit 1

AERIAL MAP

2016-03Z

Bailey Road
Annexation
SD to GB

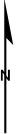
-  Subject Parcels
-  City Limits



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

1 inch = 1,937 feet

FEBRUARY 2016
PLANNING DEPARTMENT



Note: Only property owners and properties within the City of Pearland City Limits will receive notifications.

Exhibit 2

ZONING MAP

2016-03Z

Bailey Road Annexation SD to GB

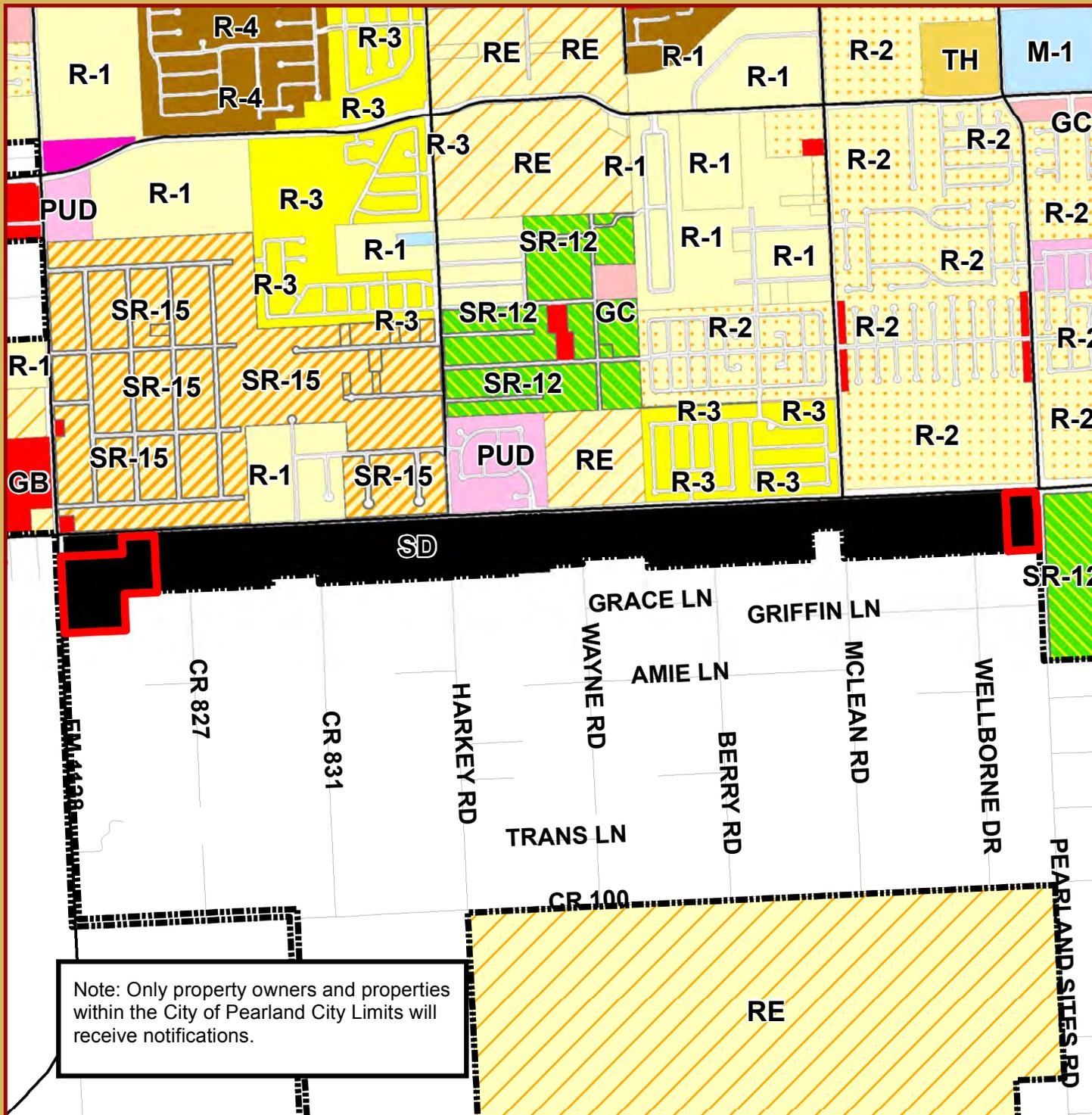
-  Subject Parcels
-  City Limits



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

1 inch = 1,937 feet

FEBRUARY 2016
PLANNING DEPARTMENT



Note: Only property owners and properties within the City of Pearland City Limits will receive notifications.

Exhibit 3

FLUP MAP

2016-03Z

Bailey Road Annexation SD to GB

-  Subject Parcels
-  City Limits



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

1 inch = 1,937 feet

FEBRUARY 2016
PLANNING DEPARTMENT

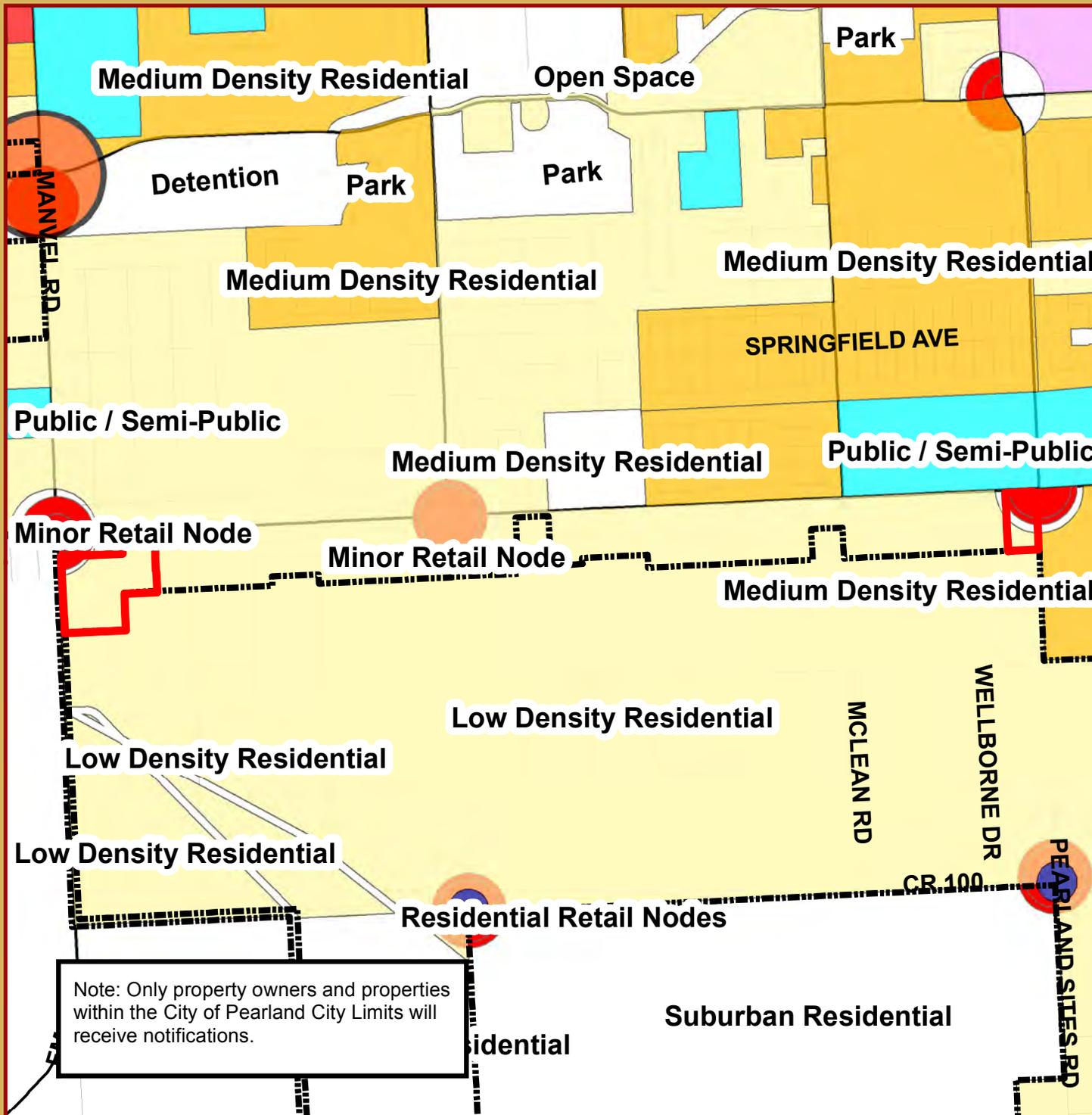


Exhibit 4

NOTIFICATION MAP

2016-03Z

Bailey Road Annexation SD to GB

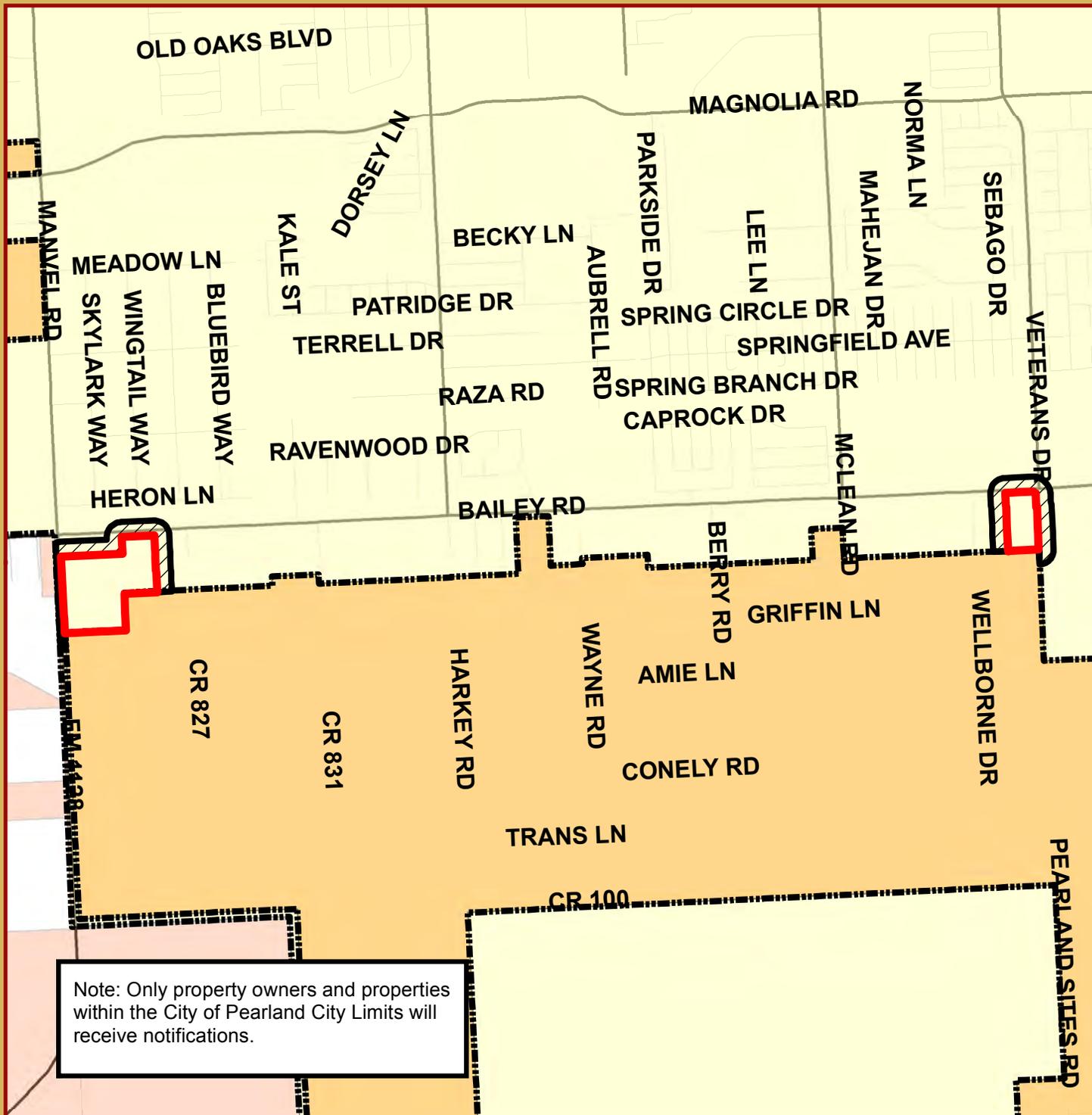
-  Subject Parcels
-  200ft Notice Area
-  City Limits
-  ETJ



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

1 inch = 1,937 feet

FEBRUARY 2016
PLANNING DEPARTMENT



Note: Only property owners and properties within the City of Pearland City Limits will receive notifications.

Exhibit 5

2016-03Z

Bailey Road Annexation Area 2 Commercial
SD to GB

Abbutting

Property_Owner	City	Address	State	Zip
BOULMAY RICHARD C & THOMAS M	GROVE	1524 W 63RD ST	OK	74344
GOFF ERNEST E	BRYAN	2207 W MERCERS LNDG	TX	77808
HART GEORGE LESTER	PEARLAND	6822 HERON LN	TX	77584
HENRY RICKY A	PEARLAND	16638 HERRIDGE RD	TX	77584
KARSTEN JOHN JR	PEARLAND	6910 HERON LN	TX	77584
MAI VAN DINH	PEARLAND	16903 WELLBORNE RD	TX	77584
NGUYEN TUAN QUOC & KIM HUONG THI	PEARLAND	16909 WELLBORNE RD	TX	77584
PEARLAND ISD	PEARLAND	PO BOX 7	TX	77588
RMJ MILLER HOLDINGS LTD	PEARLAND	PO BOX 1721	TX	77588
SCHAATT NORBERT & GEORGETTE	PEARLAND	6918 HERON LN	TX	77584
SNYDER TERRENCE E & PATRICIA	PEARLAND	2120 KILKENNY DR	TX	77581
TEXAS GLOBAL INVESTMENT GROUP LLC % NAIR SOMARA JAN	PEARLAND	2804 GREEN MOUNTAIN DR	TX	77584
TMTB INC	PEARLAND	3723 FM 1128 RD	TX	77584
TRAN LAU VAN	PEARLAND	16911 WELLBORNE RD	TX	77584
VILLAMIEL DOMINGO L	PEARLAND	16502 HERRIDGE RD	TX	77584
WHITE LEON & MOLLY	WEIMAR	1813 W SEDAN RD	TX	78962
WILLIAMS DAVID A & ROBIN S	PEARLAND	6930 HERON LN	TX	77584
WISEMAN RODGER & CHARLENE	PEARLAND	6818 HERON LN	TX	77584

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

AGENDA OF:	May 9, 2016	ITEM NO.:	R2016-77
DATE SUBMITTED:	April 28, 2016	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Vance Riley
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	May 2, 2016
SUBJECT: Resolution No. R2016-77; A Resolution of the City Council of the City of Pearland, Texas, authorizing the purchase of two (2) cardiac monitor/defibrillators from Zoll Medical Corporation, in the amount of \$65,634.40.			
EXHIBITS: R2016-77 Zoll Medical Corporation Quote Zoll Medical Corporation Sole Source Letter			
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: \$65,634.40		AMOUNT BUDGETED: \$72,394.00	
AMOUNT AVAILABLE: \$72,394		PROJECT NO.:	
ACCOUNT NO.: 100.205.260.5600-080			
ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
Finance	X Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

In April, 2013, City Council authorized the replacement of the existing cardiac monitor/defibrillators in the City's EMS emergency vehicles with Zoll X Series equipment. Since that time, a total of seven (7) monitors have been placed in those vehicles. Fire Department staff has requested that two (2) additional monitors be purchased in order to ensure that the two (2) reserve ambulances are outfitted with this equipment as well. This equipment is used to perform critical diagnostic and treatment intervention for patients with cardiac and other life-threatening emergencies.

BID AND AWARD

The Zoll X Series was previously purchased under a Houston-Galveston Area Council (H-GAC) contract, however, these items are no longer available under that contract. Zoll Medical Corporation has provided a sole source letter, which is attached for verification that they are the sole provider of this equipment. Fire and Purchasing staff find the equipment requested herein to be cost-competitive, as the cost per unit under the H-GAC cooperative in October, 2013 was \$32,771.30, as compared to the current price of \$31,215.60, representing a current savings of \$1,555.70 per unit.

SCHEDULE

It is anticipated that the cardiac monitor/defibrillator units will be delivered within approximately 60-90 days of Council award.

POLICY/GOAL CONSIDERATION – SAFE COMMUNITY

This purchase is recommended to provide the Fire Department with the equipment needed to perform their duties of protecting the safety and welfare of the City's residents and providing premium emergency medical care to City residents and surrounding mutual-aid communities.

CURRENT AND FUTURE FUNDING/FINANCIAL IMPACT

Funding for the purchase of this equipment will come from the Fire Department Capital Outlay – Special Equipment operating account.

RECOMMENDED ACTION

A resolution of the City Council of the City of Pearland, Texas, for the purchase of two (2) cardiac monitor/defibrillators from Zoll Medical Corporation in the amount of \$65,634.40.

RESOLUTION NO. R2016-77

**A Resolution of the City Council of the City of Pearland, Texas,
authorizing the purchase of two (2) cardiac monitor/defibrillators from
Zoll Medical Corporation, in the amount of \$65,634.40.**

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

Section 1. That Zoll Medical Corporation is the sole source provider of the Zoll X Series cardiac monitor/defibrillator.

Section 2. That the City Council hereby awards a bid to purchase two (2) cardiac monitor/defibrillators from Zoll Medical Corporation in the total amount of \$65,634.40.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the purchase of two (2) Zoll X Series cardiac monitor/defibrillators.

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

NGHIEM V. DOAN
DEPUTY CITY ATTORNEY



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Pearland Fire Department

2703 Veterans Drive
Pearland, TX 77584

Attn: **Kelly Sears EMT-P**
Assistant Chief EMS/Logistics

email: ksears@ci.pearland.tx.us
Tel: 281-997-5842
Fax: 281-412-0382

QUOTATION 209931 V:1

DATE: February 10, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack \$995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology: \$2,550</p> <p>Masimo Pulse Oximetry</p>	2	\$40,020.00	\$31,215.60	\$62,431.20 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal

\$62,431.20

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
EMS Territory Manager
832-928-7574



ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: Pearland Fire Department

2703 Veterans Drive
 Pearland, TX 77584

Attn: **Kelly Sears EMT-P**
Assistant Chief EMS/Logistics

email: ksears@ci.pearland.tx.us
 Tel: 281-997-5842
 Fax: 281-412-0382

QUOTATION 209931 V:1

DATE: February 10, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02 & SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995 Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	2	\$845.00	\$650.65	\$1,301.30 *
3	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	2	\$245.00	\$188.65	\$377.30 *
5	8000-0580-01	Six hour rechargeable Smart battery	4	\$495.00	\$381.15	\$1,524.60 *
*Reflects Discount Pricing.						

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

TOTAL \$65,634.40

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
 EMS Territory Manager
 832-928-7574

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

April 18th, 2016

Kelly Sears EMT-P
Assistant Chief EMS/Logistics
Pearland Fire Department
2703 Veterans Drive
Pearland, TX 77584

Dear Assistant Chief Kelly Sears EMT-P,

We appreciate your selection of ZOLL® products for Pearland Fire Department. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Defibrillators for the EMS Market. ZOLL® or Steven Bagwell, EMS Territory Manager, will not sell an X Series® Defibrillator to Pearland Fire Department through any vendor or dealer.

Should you have any questions or require additional information please contact me at (800) 348-9011, ext. 9674.

Sincerely,

A handwritten signature in blue ink, reading "Kinga Kardasinska". The signature is written in a cursive, flowing style.

Kinga Kardasinska, M.S.
Contracts Specialist

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

AGENDA OF: May 9, 2016	ITEM NO.: R-2016-71
DATE SUBMITTED: April 25, 2016	DEPT. OF ORIGIN: Engineering & Capital Projects
PREPARED BY: Susan Johnson	PRESENTOR: Sue Polka, P.E.
REVIEWED BY: Trent Epperson	REVIEW DATE: May 3, 2016
SUBJECT: Resolution No. R2016-71; A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an agreement with 5Engineering, LLC, in the amount of \$575,590.00, for engineering services associated with the Mykawa Lift Stations Project.	
EXHIBITS: R-2016-71 ; Exhibit A – Professional Services Contract with 5Engineering, LLC, including Proposal, Scope, & Schedule; Exhibit B – Location Map	
FUNDING: <div style="display: flex; justify-content: space-between; align-items: flex-start; padding: 5px;"> <div style="text-align: center;"> <input type="checkbox"/> Grant </div> <div style="text-align: center;"> <input type="checkbox"/> Developer/Other </div> <div style="text-align: center;"> <input type="checkbox"/> Cash </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; padding: 5px;"> <div style="text-align: center;"> <input checked="" type="checkbox"/> Bonds To Be Sold </div> <div style="text-align: center;"> <input type="checkbox"/> Bonds- Sold </div> <div style="text-align: center;"> <input type="checkbox"/> L/P – Sold </div> <div style="text-align: center;"> <input type="checkbox"/> L/P – To Be Sold </div> </div>	
EXPENDITURE REQUIRED: \$575,590.00 AMOUNT BUDGETED: \$5,662,920.00 AMOUNT AVAILABLE: \$5,662,920.00 PROJECT NO.: WW1601 ACCOUNT NO.: 565-300-345.5600.010 ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: <div style="display: flex; justify-content: space-around; padding: 5px;"> <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution </div>	

EXECUTIVE SUMMARY

BACKGROUND

This project was originally identified as two separate projects in the 2000-2030 CIP Master Wastewater Plan. The first was the retirement and relocation of the Mykawa-Scott Lift Station and the second was the retirement of the Orange-Mykawa Lift Station. To coordinate design and construction of these projects with the Mykawa Road Widening Project and to ensure that this work is completed ahead of the road construction, they have been combined into one project in the current CIP.

The existing Mykawa-Scott Lift Station is located on the east side of Mykawa, in conflict with the road expansion project, almost directly across from the Scott Street intersection. This lift station has a modeled capacity of 140 gpm or 0.2 million gallons per day (mgd) and discharges via a force main to

the east, eventually discharging into a gravity sewer east of Main Street near McHard Road. The current capacity is insufficient to handle minimal wet weather events without surcharging the upstream sanitary collection system. A new lift station is proposed to replace it in a location east of the proposed Mykawa ROW, and will contain increased pumping capacity which could then be later increased again with pump changes or additions. A new 12-inch force main will run approximately 2,500 lf from the new Mykawa-Scott Lift Station to a gravity sewer east of SH35. As a part of the improvements to this sewer basin, the small lift station on Shank Road will be eliminated.

Additionally the Orange-Mykawa Lift Station, also in conflict with the Mykawa Road expansion, will be eliminated, and a new 12-inch gravity line installed along Mykawa Road and in a back-lot easement from Orange to the recently completed Walnut Lift Station. This project will also eliminate an inverted siphon just south of the Orange-Mykawa Lift Station.

SCOPE OF CONTRACT/AGREEMENT

5Engineering, LLC's design team includes civil, structural, electrical, environmental, and geotechnical engineering services, as well as surveying. The contract comprises Project Management, including coordination of subconsultants and QA/QC, at a Lump Sum fee of \$21,809.48; the Preliminary Engineering Report (PER) at a Lump Sum fee of \$93,712.00; Final Design, including civil, structural, electrical, environmental, and geotechnical services at a Lump Sum fee of \$416,348.52; Bid Phase Services at an Hourly Not to Exceed amount of \$6,460.00; Construction Phase Services at an Hourly Not to Exceed amount of \$24,300.00; and Reimbursable Expenses of \$12,960.00. The total contract amount of \$575,590.00 is approximately 11.3% of the estimated cost of construction.

BID AND AWARD

N/A

SCHEDULE

Preliminary Engineering Report	May 2016 - 4 months
Final Design Phase	October 2016 – 9 months
Bid Phase	August 2017 – 45 days
Construction Phase	September 2017 – 9 months

POLICY/GOAL CONSIDERATION

The project complies with the Council's strategic goals of Sustainable Infrastructure, Fiscally Responsible Government, and Safe Community.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Water & Sewer Revenue Bonds are included in the FY2017 Projected Funding Sources for this project.

Year	To Date	2017	2018	2019	2020	Total
Budget	\$ 501,300	\$ 5,161,620				\$ 5,662,920
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Current Request						-
Design/Survey	575,590					575,590
Future Expenditures						
PER						-
Land/ROW		200,000				200,000
Design/Survey		120,000				120,000
Construction		4,841,620				4,841,620
FF&E						-
Total Expenditures	\$ 575,590	\$ 5,161,620	\$ -	\$ -	\$ -	\$ 5,737,210
Remaining Balance	\$ (74,290)	\$ (74,290)	\$ (74,290)	\$ (74,290)	\$ (74,290)	\$ (74,290)

Debt Sold						
Debt to Be Sold		50,130	558,863	558,863	558,863	
Annual Debt Service	-	50,130	558,863	558,863	558,863	

O&M IMPACT INFORMATION

When construction is complete the Public Works Department anticipates a modest decrease in O&M costs due to reducing the number of lift stations in service, replacing an old lift station with a new one, and adding new sanitary sewer lines.

Year	2016	2017	2018	2019	2020
Operation and Maintenance Costs			\$ (4,100)	\$ (8,200)	\$ (8,200)

RECOMMENDED ACTION

Consideration and approval of a resolution approving the Professional Services Contract with 5Engineering, LLC in the amount of \$575,590.00 for the Mykawa Lift Stations Project and authorizing the City Manager to execute the agreement.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into upon final execution by and between the City of Pearland ("CITY") and Sengineering, llc ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as Mykawa Lift Stations ("PROJECT"). (Project #WW1601)

SECTION I - SERVICES OF THE CONSULTANT

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

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

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

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

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

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

SECTION II - PERIOD OF SERVICE

This CONTRACT will be binding upon execution and end with completion of construction and final close out of the project.

SECTION III - CONSULTANT'S COMPENSATION

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

1. Project Management (Lump Sum)	<u>\$21,809.48</u>
2. Preliminary Engineering Report (Lump Sum):	<u>\$93,712.00</u>
3. Design Phase Services (Lump Sum)	<u>\$416,348.52</u>
4. Bid Phase Services (Hourly Not to Exceed)	<u>\$6,460.00</u>
5. Construction Phase Services (Hourly Not to Exceed)	<u>\$24,300.00</u>
6. Additional Services (Each)	<u>\$12,960.00</u>
7. Total:	<u>\$575,590.00</u>
- C. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt and approval of a detailed invoice. Invoices shall be submitted on a monthly basis.

SECTION IV - THE CITY'S RESPONSIBILITIES

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

SECTION V - TERMINATION

- A. The CITY, at its sole discretion, may terminate this CONTRACT for any reason - with or without cause -- by delivering written notice to CONSULTANT personally or by certified mail at 10200 Grogan's Mill Road #238, The Woodlands, Texas 77380. Immediately after receiving such written notice, the CONSULTANT shall discontinue providing the services under this CONTRACT.
- B. If this CONTRACT is terminated, CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY on or before the 15th day following termination of the CONTRACT.
- C. In the event of such termination, the CONSULTANT shall be paid for services performed prior to receipt of the written notice of termination. The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered to the CITY a detailed invoice for services rendered and the documents or work product generated by the CONSULTANT under the CONTRACT.
- D. If the remuneration scheduled under this contract is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work.

- E. In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work.

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

SECTION VI – ENTIRE AGREEMENT

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

SECTION VII – COVENANT AGAINST CONTINGENT FEES

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

SECTION VIII- SUCCESSORS AND ASSIGNS

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

CITY OF PEARLAND, TEXAS

DATE

Elizabeth Parent

CONSULTANT

4-20-2016

DATE



10200 Grogan's Mill Rd #238, The Woodlands, TX 77380 | 832-800-3483 | Proposal Letter_Pearland

April 19, 2016

Susan Johnson
Project Manager
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

Re: Mykawa Lift Stations Proposal

Dear Ms. Johnson:

5engineering, llc (5e) is pleased to offer our services in Wastewater Engineering in the City of Pearland, Texas. The project is located along or near the roads: Mykawa, Shank, and Orange. The project will include preliminary and design engineering services for a lift station relocation, lift station abandonments, force main relocation, and new sanitary sewer lines.

BASIC SCOPE OF SERVICES

Task One – Project Management includes attendance at project meetings, preparing and maintaining a project schedule, managing and coordinating project consultants, and quality control/quality assurance for the project.

Task Two – Preliminary Engineering Report includes preparation of a preliminary engineering report, data collection, and preliminary surveying.

Task Three – Design Phase Services includes preparation of 30%, 60%, 90%, and final construction package submittals and construction cost estimates.

Task Four – Bid Phase Services includes assistance during the bid phase including assistance with the design of Bid Proposal, preparation of Recommendation of Award letter, and attendance at City Council meeting.

Task Five – Construction Phase Services including coordination with the Construction Manager, site visits during construction, review of submittals, and review of monthly pay applications.

ADDITIONAL SCOPE OF SERVICES (OPTIONAL)

Task Six – Additional Services to include boundary surveying for up to three easements.

Deliverable – The deliverable will include a Preliminary Engineering Report to determine the best alternative for the wastewater line routes and construction package submittals to receive construction bids, in accordance with all regulatory requirements.

The fee for performing the above scope of services is \$575,590.00. The tasks will be invoiced monthly during the project. Payment is expected 30 days of the invoice date.

Exclusions:

1. The proposal does not include a sanitary sewer model of the lift station service areas, sub-utility excavation (SUE), or an archeological study if requested by the Texas Archeological Commission.
2. The proposal fee shall be considered in their entirety for the Scope of Services. Should you wish to contract only a portion of the work, we reserve the right to negotiate individual scope items on their own merit.
3. The proposal is valid for 60 days from this date and may be extended upon approval from our office.

Please feel free to call at 832-800-3483 (Ext. 102) or email me at liz@5engineering.com with any comments or questions. We look forward to working with you on this endeavor.

Sincerely,



Elizabeth O. Parent, P.E.
Principal

EXHIBIT A



UTILITIES SCOPE OF SERVICES

FOR

MYKAWA LIFT STATIONS

PROJECT LOCATION: Mykawa-Scott Lift Station (Relocation), Mykawa-Orange Lift Station (Retirement), and Mykawa-Shank Lift Station (Retirement)

BASIC SERVICES: The project consists of the preparation of a Preliminary Engineering Report (PER) evaluating the alternatives for the relocation and retirement of the referenced lift stations, recommendations for gravity sanitary sewer route alternatives, sizing of Mykawa-Scott force main, design phase services for selected alternatives, bid phase services, and construction phase services.

The post PER scope of services is based on the following route, which was identified by the City and 5engineering in the preliminary scoping meeting and preliminary investigation. The route will be studied in more detail during the PER.

Mykawa – Scott - Shank

The gravity sanitary sewer alternative for the Mykawa-Scott and Mykawa-Shank lift stations is projected in this scope as the following: 1) sanitary sewer line beginning north of H100-00-00 to proposed Mykawa-Scott lift station and 2) the Mykawa-Shank lift station will be replaced by a sanitary sewer line south of H100-00-00 to an existing 8-inch sanitary sewer line on Shank Road that will be reversed. The line will then proceed to an existing easement where a proposed gravity line will be constructed to an existing 8-inch sanitary sewer line on Orange Street, and then south on Hatfield Road in an existing 12-inch sanitary sewer line to discharge to an existing 24-inch sanitary sewer line on Hatfield Road. All of the lines that will be tied into may require to be upsized.

Mykawa - Orange

The gravity sanitary sewer alternative for the Mykawa-Orange lift station projected in this scope is as follows: sanitary sewer line from the Mykawa-Orange lift station to an existing sanitary sewer line on Cherry Street.

The proposal does not include a sanitary sewer model of the lift station service areas, sub-utility excavation (SUE), or an archeological study if requested by the Texas Archeological Commission. The Consultant shall render the following professional engineering services to the OWNER in connection with the construction of the Project.

Project Management

1. Project Kick-Off meeting with the City
 - a) Attend Project Kick-Off meeting with City and prepare an agenda and meeting minutes for one (1) project kick-off meeting in the City's Offices.
 - i. Review City informational resources and make arrangements to obtain these.
 - ii. Discuss objectives of project and adjacent projects.
2. Project Schedule
 - a) Prepare, submit, and keep an updated project schedule for the duration of the project through Construction Phase Services. Project schedule will be developed with Microsoft Project® and submitted to the City for review and approval. A project schedule will be provided within 10 business days of the project kick-off meeting.
3. Manage and Coordinate Project Efforts
 - a) Manage and coordinate with the City staff and designated stakeholders as requested by the City.
4. Quality Control/Quality Assurance
 - a) Perform quality control/quality assurance throughout the project duration on all project deliverables, design calculations, design report

methodology, construction drawings, contract documents, technical specifications, an addendum, and construction submittals.

5. Periodic Progress Meetings

- a) Attend and prepare an agenda and meeting minutes for four (4) progress meetings through completion of Design Phase Services. Meeting minutes will be provided within five (5) business days of each meeting. These meetings will occur to review the City's comments after the Preliminary Engineering Report, 30% submittal, 60% submittal, and 90% submittal.

Preliminary Engineering Report

1. Data Collection

- a) Procure such additional data as required through other services and/or sub consultants.
- b) Prepare a lift station service area map and determine the flow from developed and undeveloped tracts based on the following: residential, commercial, and industrial. The City will provide the average flow and peak flow to use for the referenced type of developments.
 - i. Review the City's existing GIS and prepare an average and peak flow analysis table determining the expected flow through existing and proposed gravity sanitary sewer lines. The capacity of the gravity sanitary sewer lines will be evaluated based on a pre-determined slope and not field survey.
- c) Provide preliminary survey (metes, bounds & topo) info in relation to the Route Study as part of the Preliminary Engineering Report (PER).

2. Prepare and Submit Preliminary Engineering Report (PER), consisting of, but not limited to:

- a) Lift Station Service Area evaluation to determine the existing and future average daily and peak flows.

- b) Gravity sanitary sewer and force main capacity evaluation for alternative routes/alignments.
 - c) Route Study exploring at least two alternative routes / alignments.
 - d) Recommendation for one route, including methodology for selection.
 - e) Recommendation for one lift station relocation (Mykawa-Scott) and two lift station abandonments (Mykawa-Shank and Mykawa-Orange).
 - f) Proposed construction methodology and materials.
 - g) Cost estimate with 25% contingency.
 - h) Analysis of Utility Relocation Effort required in notification of utility companies.
 - i) Preliminary parcel map identifying any required Right of Way (ROW) or easements along with property owner data.
 - j) Preparation of exhibits for use in PER to include: Connection Analysis Map, Alternatives Exhibit, Cross Sections at Major Crossings of Route, Lift Station Site Layout, Construction Phasing, Construction Schedule, Floodplain Map, Site Visit/Route Pictures, and By-pass Pumping Overall.
 - k) Proposed construction schedule.
 - l) Presentation to City's Review committee.
 - m) Review, consolidate and prepare written response to City's review committee.
 - n) Review report per comments and submit final formal report.
3. Survey proposal for preliminary engineering is attached with a map of proposed locations.

Design Phase Services

1. Prepare Construction Plans and Specifications as follows:
 - i. Submit for review construction plans at 30% consisting of Plan & Profile Topographic Survey with parcel data based on agreed alternatives from PER and overall for new submersible lift station at Mykawa-Scott. The new submersible lift station will include

odor control and a generator or plug in and manual transfer switch. The plans will be prepared as 24"x36" drawings per City guidelines.

- ii. Submit for review detailed construction plans at 60% & 90% (along with specifications form at 60% - include bid form & completed "front end documents" at 90%) for gravity alternative for Mykawa-Shank and Mykawa-Orange, force main alternative for Mykawa-Scott, and new submersible lift station at Mykawa-Scott. The design and technical specifications will be prepared for utilization by the City as "City Standards". The front end documents will be provided by the City for revision and inclusion at the 90% submittal.
 - iii. Submit 60% & 90% plans to Utility companies and coordinate work for relocation or service changes, if required.
2. Prepare a lift station design report for submittal at the 90% phase.
 3. Prepare Construction Cost Estimates at the 30%, 60%, and 90% submittals.
 4. Coordinate with external regulatory and permitting agencies, including but not limited to TCEQ, TXDOT, Brazoria DD #4, USACE (US Army Corp of Engineers), Burlington Northern and Santa Fe Railway (BNSF), and coordination with the Mykawa Road widening design consultant.
 5. Provide Traffic Control plan and SWP3 plans and specifications, if required.
 6. Submit plans for City Engineer's signature.
 7. Prepare bid sets for distribution via the City's e-bid system.
 8. Survey proposal for selected routes is attached, including topographic survey and preparation of easement documents for an estimate of one (1) parcel.
 9. Geotechnical data proposal is attached with a map of proposed boring locations and depths.
 10. Environmental proposal is attached for a Phase I Environmental Site Assessment for the future Mykawa-Scott lift station site which was estimated to be 15'x20'.

11. Structural proposal is attached for lift station design, bid phase services, and construction phase services. The structural engineering services include: structural engineering/design for abandonment of lift stations that may have roadway constructed over them, structural engineering/design of a new lift station for the Preliminary Engineering Report Phase (Including preliminary structural drawings to show necessary plan, section, and details structural specifications required for a new lift station based on Division 03, coordination during the design phase, responses to City's comments on City software, review of construction submittals, responses to RFIs and RFPs and change orders related to the structural engineering scope of work, and finalize structural design and production of construction drawings.
12. Electrical proposal is attached for lift station design, bid phase services, and construction phase services. The electrical engineering services include, assistance in creating a lift station design standard and/or technical specifications for electrical work, attendance at one (1) coordination meeting, preparation of construction drawings and technical specifications, assistance with the Preliminary Engineering Report (including sizing the electrical service, selecting the voltage for the service, and sizing a generator), and assistance during the procurement phase, and construction phase.

Bid Phase Services

1. Bid Phase Services
 - a. Provide Notice to Bidders (NTB) and list of bid items to the Project Manager in an electronic form appropriate for the e-bid system format. City is responsible for advertising and costs associated with advertising.
 - b. Provide electronic copy of bid-ready plans to the Project Manager for the e-bid system.
 - c. Chair pre-bid meeting and attend Bid Opening.

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

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

Construction Phase Services

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

- ii. Attend monthly progress meetings with Construction Manager, Contractor & City of Pearland, assuming 10 meetings.
- iii. Prepare a list of required construction submittals for review and approval by the City. Review & comment on Contractor's submittals, RFIs, RCOs including coordination with Construction Manager on Change Directives & Change Orders using the City of Pearland's ProTrak system.
- iv. Review & approve monthly pay applications coordinating with Construction Manager using the City of Pearland's Pro Trak system.
- v. Provide interpretive guidance for Contractor, Construction Manager in resolution of problems.
- vi. Site Visits will include up to ten (10) site visits during the construction duration and preparation of a site observation report for submittal to the Construction Manager.
- vii. Coordinate with Construction Manager to review progress of work for Substantial Completion; with production of punch list; substantiation that items are completed; and issue both Certificate of Substantial Completion & Final Acceptance.
- viii. Issue letter to City recommending acceptance & release of final payment.
- ix. Coordinate contracts, CM/CI to provide complete record of As-Builts.
- x. Provide Record Drawings from Contractor's As-Builts in PDF electronic format (CD) & hard copy format.

Additional Services

1. Survey proposal for selected routes is attached, including preparation of easement documents for an estimate of three (3) parcels.

Definition:

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

Item	Description / Task	Estimated Manhours										Subtotal (hrs)	Subtotal (cost \$)	Subs (cost)	Subs (cost+8%)	Other Direct Costs	Total Fee	
		Engineering					Subconsultants											
		Project Mgr. (hrs)	Project Egr. (hrs)	Graduate Egr. (hrs)	CADD (hrs)	Admin. (hrs)	Baird & Gilroy Electrical	Bec-Lin Structural	Aviles Geotechnical	Aviles Environmental	Kuo & Associates Survey							
	Raw Salary	\$ 63.33	\$ 50.00	\$ 35.00	\$ 25.00	\$ 25.00												
	Raw Salary Multiplier (3.00)	\$ 190.00	\$ 150.00	\$ 105.00	\$ 75.00	\$ 75.00												
Task 1:																		
Project Management																		
1.	Project Kick-Off Meeting with the City	3	3									6	\$ 1,020.00	\$ -	\$ -	\$ -	\$ 1,020.00	
2.	Project Schedule	1	8									9	\$ 1,390.00	\$ -	\$ -	\$ -	\$ 1,390.00	
3.	Manage and Coordinate Project Efforts	30	44			12						86	\$ 13,199.48	\$ -	\$ -	\$ -	\$ 13,199.48	
4.	Quality Control/Quality Assurance	12										12	\$ 2,280.00	\$ -	\$ -	\$ -	\$ 2,280.00	
5.	Periodic Progress Meetings	8	16									24	\$ 3,920.00	\$ -	\$ -	\$ -	\$ 3,920.00	
	Subtotal Project Management	54	71	0	0	12	\$ -	\$ -	\$ -	\$ -	\$ -	137	\$ 21,809.48	\$ -	\$ -	\$ -	\$ 21,809.48	
Task 2:																		
Preliminary Engineering Report																		
1.	Data Collection		26	40								66	\$ 8,100.00	\$ -	\$ -	\$ -	\$ 8,100.00	
2.	Prepare and Submit Preliminary Engineering Report	16	220	60	60							356	\$ 46,840.00	\$ -	\$ -	\$ -	\$ 46,840.00	
3.	Preliminary Surveying									\$ 35,900.00			\$ 35,900.00	\$ 38,772.00	\$ -	\$ -	\$ 38,772.00	
	Subtotal Preliminary Engineering Report	16	246	100	60	0	\$ -	\$ -	\$ -	\$ 35,900.00		422	\$ 54,940.00	\$ 35,900.00	\$ 38,772.00	\$ -	\$ 93,712.00	
Task 3:																		
Design Phase Services																		
1.	Construction Drawings, Contract Documents, and Technical Specifications											0	\$ -	\$ -	\$ -	\$ -	\$ -	
	a. 30% Plan and Profile of Selected Alternative	8	80	50	100							238	\$ 26,270.00	\$ -	\$ -	\$ -	\$ 26,270.00	
	b. 60% Construction Plans including Specifications	16	240	80	300							636	\$ 69,940.00	\$ -	\$ -	\$ -	\$ 69,940.00	
	c. 90% Construction Plans including Specifications, Bid Form, and Front End Documents	8	150	50	100							308	\$ 36,770.00	\$ -	\$ -	\$ -	\$ 36,770.00	
2.	Construction Cost Estimates	4	40									44	\$ 6,760.00	\$ -	\$ -	\$ -	\$ 6,760.00	
3.	Coordinate with External Regulatory and Permitting Agencies		50	25								75	\$ 10,125.00	\$ -	\$ -	\$ -	\$ 10,125.00	
4.	Traffic Control Plan and SWP3		80	20	40							140	\$ 17,100.00	\$ -	\$ -	\$ -	\$ 17,100.00	
5.	Submit Final Construction Documents for City Signature		20		20							40	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	
6.	Prepare Bid Set for Distribution		10									10	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	
7.	Surveying (including 1 boundary survey)									\$ 103,780.00			\$ -	\$ 103,780.00	\$ 112,082.40	\$ -	\$ 112,082.40	
8.	Geotechnical							\$ 69,000.00					\$ -	\$ 69,000.00	\$ 74,520.00	\$ -	\$ 74,520.00	
9.	Environmental								\$ 4,825.11				\$ -	\$ 4,825.11	\$ 5,211.12	\$ -	\$ 5,211.12	
10.	Structural							\$ 33,750.00					\$ -	\$ 33,750.00	\$ 36,450.00	\$ -	\$ 36,450.00	
11.	Electrical						\$ 14,000.00						\$ -	\$ 14,000.00	\$ 15,120.00	\$ -	\$ 15,120.00	
	Subtotal Final Design	36	670	225	560	0	\$ 14,000.00	\$ 33,750.00	\$ 69,000.00	\$ 4,825.11	\$ 103,780.00	1491	\$ 172,965.00	\$ 225,355.11	\$ 243,383.52	\$ -	\$ 416,348.52	
Task 4:																		
Bid Phase Services																		
1.	Bid Phase Services		20	10								30	\$ 4,050.00	\$ -	\$ -	\$ -	\$ 4,050.00	
2.	Attend City Council Meeting	4	4									8	\$ 1,360.00	\$ -	\$ -	\$ -	\$ 1,360.00	
3.	Produce and Transmit Five Copies of Construction Documents to Contractor			10								10	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	
	Subtotal Bid Phase Services	4	24	20	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	48	\$ 6,460.00	\$ -	\$ -	\$ -	\$ 6,460.00	
Task 5:																		
Construction Phase Services																		
1.	Construction Phase Services		120	60								180	\$ 24,300.00	\$ -	\$ -	\$ -	\$ 24,300.00	
	Subtotal Construction Phase Services	0	120	60	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	180	\$ 24,300.00	\$ -	\$ -	\$ -	\$ 24,300.00	
Task 6:																		
Additional Services																		
1.	Boundary Surveying for Easements (up to 3)											0	\$ -	\$ 12,000.00	\$ 12,960.00	\$ -	\$ 12,960.00	
	Subtotal Additional Services	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ 12,000.00	\$ 12,960.00	\$ -	\$ 12,960.00	
TOTAL HOURS																		
		110	1131	405	620	12						2278	\$ 280,474.48	\$ 273,255.11	\$ 295,115.52	\$ -	\$ 562,630.00	
TOTAL COST																		
		\$ 20,900.00	\$ 169,650.00	\$ 42,525.00	\$ 46,500.00	\$ 899.48	\$ 14,000.00	\$ 33,750.00	\$ 69,000.00	\$ 4,825.11	\$ 139,680.00		\$ 280,474.48	\$ 273,255.11	\$ 295,115.52	\$ -	\$ 562,630.00	
																Basic Services Total	\$	562,630.00
																Additional Services Total	\$	12,960.00
																Grand Total	\$	575,590.00

April 5, 2016

Client: Dedra A. Ecklund, P.E.
5engineering, llc
Project Manager
936-443-7402
dedra.ecklund@5engineering.com

Re: Structural Engineering Fee Proposal

**Project: City of Pearland Lift Station Structural Design
New Mykawa-Scott Lift Station**

It is our pleasure to submit this proposal for providing structural engineering services for the referenced project. Our understanding is that this project involves the following scope of services listed below. Our proposal assumes that BEC-LIN is responsible for furnishing structural drawings to issue for construction in accordance with the City of Pearland requirements.

Project Scope: It is our understanding that the project consists of providing structural design services for the abandonment of two lift stations, one at Mykawa and Shank and one at Mykawa and Orange. The lift station at Mykawa and Scott will be relocated to make room for the Mykawa Road widening project. The flow from the Mykawa and Shank lift station will be replaced by a gravity line that will begin south of H100-00-00 and proceed south to an existing 8" gravity that will be reversed to gravity to an easement south to Orange Street and the existing 8" and 12" may require pipe bursting to the 24" on Hatfield Road.

Structural Engineering/Design Scope of Work: Our fee includes the following scope of services:

- Structural engineering/design for abandonment of lift station's that may have roadway constructed over them
- Structural engineering/design of a new lift station for the Preliminary Engineering Report Phase. Including Preliminary structural drawings to show necessary plan, section, and details
- Structural specifications required for a new lift station based on Division 03
- Coordination during the design phase
- Responses to City's comments on City's software
- Review of Construction Submittals
- Responses to RFI's and RFP's and change orders related to the structural engineering scope of work
- Finalize structural design and production of construction drawings

Exclusions: This proposal is based on the following assumptions:

- Civil, Electrical, and other related drawings will be furnished by others
- Specifications for epoxy coatings and other corrosion resistance coatings will be furnished by others
- A site specific Geotechnical investigation will be provided by others including recommendations for the roadway design

We propose to furnish the above services for an estimated fee of Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750) based on our hourly rates as further described below.

The fee shall be invoiced on as hours are expended on the project. If the project is delayed or cancelled we will invoice for the amount of time expended through the date of delay or cancellation.

The terms and conditions which are a part of this proposal / contract appear on the attached page. Acceptance of this proposal shall be acknowledged by signing below and returning the original for our files. Upon acceptance of this proposal / contract the work as outlined above will proceed. If you have any questions or require additional information please contact the undersigned at 281-664-8441 or 832-435-1108.

We appreciate this opportunity and are looking forward to working with you on this project.

Truly yours,

Karl Breckon

BEC-LIN Engineering, LP

(P) 281-664-8441

(F) 281-664-8457

(C) 832-435-1108

E-mail: kbreckon@bec-lin.com

Website: www.bec-lin.com

Accepted by: _____

Print Name: _____

Date: _____

BEC-LIN Standard Hourly Rates:

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
Principal	\$ 200.00
Professional Engineer (PE)	\$ 175.00
Project Manager	\$ 165.00
EIT	\$ 165.00
CADD Designer	\$ 125.00
CADD Drafter	\$ 90.00
Inspector	\$ 95.00
Administrative	\$ 55.00

Payment. Fees shall be due upon invoicing for services performed. A finance charge of 1.5% per month or the maximum rate allowed by law shall be charged on past due accounts. Legal fees and additional administrative charges incurred by BEC-LIN in order to obtain delinquent payments shall become the responsibility of the Client.

Fees. We reserve the right to request additional fees for unforeseen extenuating circumstances or additional scopes of work and we also reserve the right to terminate this contract at any time at our sole discretion

Defects. The client shall promptly report to BEC-LIN any defects or suspected defects in the services provided of which the client becomes aware, so that BEC-LIN may take measures to minimize the consequences thereof. The client agrees to impose a similar notification requirement to all contractors providing services in the construction of the above referenced structure. Failure by the client and the client's contractors or subcontractors to notify BEC-LIN shall relieve BEC-LIN of any costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail, postage prepaid, return receipt requested, to his last known address in the case of the client or to its principal office in the case of BEC-LIN.

Assignment. This Agreement may not be assigned by either party, nor may either party transfer or delegate its or their rights or obligations hereunder, without the written consent of the other party, and any attempt to do so shall be void.

Severability. The provisions of this Agreement shall be deemed severable, and if any provision or party thereof is held illegal, void, or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid, and binding. If any provision of this Agreement is held illegal, void, or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired and shall remain binding in accordance with their terms.

Applicable Law. This Agreement shall be construed in accordance with and governed by Texas law and shall be enforceable in Harris County, Texas.

Miscellaneous. This Agreement contains the entire agreement with respect to the subject matter hereof. This Agreement may be modified or amended only by a writing signed by the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom enforcement of a waiver is sought. The waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Captions to the various sections in this Agreement are for the convenience of the parties only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in several counterparts, each of which will be deemed an original, but together they shall constitute one and the same instrument.

Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BEC-LIN and BEC-LIN's officers, directors, partners, employees, agents, and BEC-LIN's Consultants, and any of them, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of BEC-LIN or BEC-LIN's officers, directors, partners, employees, agents, or Consultants, or any of them, shall not exceed the total compensation received by BEC-LIN under this Agreement. The Client and BEC-LIN agree that any claims against the other shall not be initiated more than one year from the date on which BEC-LIN completes the Scope of Work. Further, the Client agrees that BEC-LIN shall not be held liable for any consequential damages, errors from contractor's means and methods, and / or jobsite safety.

Dispute Resolution. All claims, disputes, and controversies arising from this agreement against BEC-LIN shall be first referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum. The parties to this agreement shall first submit their dispute for resolution by the Dispute Resolution Center of Harris County. If the dispute cannot be resolved under mediation then, subsequent to mediation any dispute arising with this agreement shall be referred to arbitration in accordance with the provisions of the Texas general arbitration act or the federal arbitration act. All arbitration proceedings shall be conducted in Houston, Harris County, Texas and shall be administered by the American Arbitration Association. In any dispute between the parties, each party shall pay for one-half (1/2) of the cost of the arbitration proceedings. The decision of the arbitrators shall be final and binding upon all parties and the decision, save the enforcement of the same, shall not be subject to any action or proceeding in any court. Nothing in this section shall be deemed to prohibit either party from instituting an action in any court of competent jurisdiction for injunctive relief if the same is necessary to prevent a breach hereof or to prevent a party from continuing to engage in conduct which is in breach of or prohibited by this agreement. All other issues, except to the right of injunctive relief, shall be submitted to arbitration.



2002 Riverknoll Court
Richmond, Texas 77469
(281) 529-5005
www.bairdgilroy.com

March 14, 2016

Dedra Eckland, P.E.
Sengineering, LLC
10200 Grogan's Mill Road, Suite 238
The Woodlands, TX 77380

Re: Professional Engineering Services Proposal for
City of Pearland – Lift Station Replacement
Pearland, Texas

Dear Dedra:

We appreciate the opportunity to present this proposal for electrical engineering services in connection with the City of Pearland – Lift Station in Pearland, Texas.

Project Understanding

This project includes the abandonment of two lift stations located at Mykawa-Shank and Mykawa-Orange. The lift station at Mykawa-Scott will be replaced and relocated to make room for the widening of Mykawa. The new lift station will consist of submersible pumps in a wet well. Emergency power needs will be evaluated in design and provide an onsite generator or manual transfer switch with a quick connect.

Based on our understanding of your project, the review and approval process, we prepared the following scope of services and fee proposal for your consideration.

Scope of Services

A. Lift Station Design Standard and Technical Specifications

- a. Assist City in creating a lift station design standard and/or technical specifications with an emphasis on standardizing the electrical power distribution, auxiliary power, and control panel design and features.
- b. Attend one (1) coordination meeting with City to discuss wants, needs, and past problems.
- c. Deliverables
 - i. Provide 50% review submittal of design standard and/or technical specifications.
 - ii. Provide 90% review submittal of design standard and/or technical specifications.
 - iii. Provide 100% final submittal of design standard and/or technical specifications.
 - iv. All submittals, including final, will be submitted in Microsoft Word and Adobe PDF format.

Ms. Dedra Eckland, P.E.

Page 2

March 14, 2016

B. Preliminary Engineering Report

- a. Design Report (Electrical) – Assist Engineering in the creation of the design report. This includes sizing the electrical service, selecting the voltage for the service, and sizing a generator necessary to power the equipment.
- b. Deliverables
 - i. Preliminary cost estimate for electrical for the new lift station and the removal of the electrical at three lift stations.
 - ii. Electrical plans consisting of an electrical site layout and one-line diagram.
- c. Items Provided by Client
 - i. Number of pumps and estimated pump horsepower.
 - ii. AutoCAD Drawings
 1. Site plan base
 2. Border

C. Final Design

- a. Prepare the electrical portions for 60%, 90%, and final construction drawings, and technical specifications. The Construction Documents will include an electrical site layout, one-line diagram, control diagrams, and electrical details. Project design will be performed in accordance with the following design standards:
 - i. Texas Commission on Environmental Quality (TCEQ)
 - ii. National Fire and Protection Agency (NFPA) 70 – National Electrical Code (NEC)
 - iii. City of Pearland Engineering Design Criteria Manual
- b. The technical specifications will be prepared using our specifications with approval by the City staff.
- c. Items Provided by Client
 - i. AutoCAD Drawings
 1. Site plan base
 2. Border
 - ii. Any available design or record drawings of the existing facilities.

d. Deliverables

- i. Updated cost estimate for electrical for the new lift station and the removal of the electrical at three lift stations for the 90% submittal only.
- ii. Electrical plans and specifications provided in pdf format.

D. Procurement Phase

- a. Assist in the procurement phase by answering any questions by phone or email. Attendance to pre-bid meeting is not included.
- b. Assist in preparing an addendum and responses to bidders for electrical items during the procurement phase.
- c. Prepare any modifications to the electrical construction drawings and electrical technical specifications related to an addendum issued. Modifications will be provided in electronic format.

E. Construction Phase Services

- a. Pre-Construction Meeting: Provide assistance by answering any questions by phone or email. Attendance at pre-construction meeting is not included.
- b. Construction Progress Meetings: Provide assistance by answering any questions by phone or email. Attendance at construction progress meetings is not included.
- c. Submittals: Prepare a list of required electrical construction submittals for review and approval by the City. Review all electrical construction submittals as required by Contract Documents and Technical Specifications. Review revised and resubmitted submittals as required. Submittals will be reviewed with responses provided to 5engineering within two (2) business days of receipt.
- d. Request for Information: Review and provide responses to Requests for Information (RFI's) involving the electrical design/components during construction duration. Provide text for RFI response in Microsoft Word format to 5engineering to complete in necessary format for City. All RFI responses will be sent within five (5) business days of receipt. 5engineering will be notified of any responses requiring additional time.
- e. Site Visit and Preparation of Site Observation Reports: Visit the site one (1) time during construction duration at critical milestones and prepare a summary description to 5engineering. Additional inspections may be requested and performed as an hourly service.

Ms. Dedra Eckland, P.E.

Page 4

March 14, 2016

- f. Change Order Assistance: Provide assistance to 5engineering on Change Orders involving the electrical design/components during the construction duration.
- g. Substantial and Final Completion Walk-Thru: Attend a substantial walk-thru with 5engineering, the contractor, and City Staff. Prepare an itemized substantial completion punch list for approval by 5engineering. Attendance at a final completion walk-thru is not included.
- h. Record Drawings: Prepare record drawings based on variations observed during site visits or as-built drawings from contractor. Variances will be delineated by a red cloud and a description of the variance.
- i. Project Start-up: Assist with Project Start, as requested. Includes phone or email conversations. Attendance to start-up meeting at project sites are not included.

Proposed Fee

A. Lift Station Design Standard and Technical Specifications	=	\$2,500
B. Preliminary Engineering Report	=	\$2,000
C. Final Design (Lump Sum)	=	\$6,000
D. Procurement Phase (Lump Sum)	=	\$500
E. Construction Phase Services (Lump Sum)	=	\$3,000
	Total:	\$14,000

Special Considerations

This proposal is based on the following special considerations:

1. This proposal shall be subject to the enclosed Fiveengineering, LLC. Subconsultant Agreement.
2. Reimbursable expenses including outside services not performed by Baird & Gilroy LLC personnel shall be provided and reimbursed at cost plus 10%. Although we do not anticipate any Reimbursable Expenses, these services typically include reproduction and deliveries.
3. Hourly Services shall be provided at a rate of \$150 per hour. This rate may be revised upon written notification in January of each year.
4. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.

Ms. Dedra Eckland, P.E.

Page 5

March 14, 2016

5. This proposal shall be valid for sixty days from this date and may be extended upon approval by this office.

We appreciate the opportunity to submit this proposal and look forward to working with you. An executed copy of this proposal will serve as our notice to proceed. Please return one copy to our office. Should you have any questions, please call.

Sincerely,



Gregory S. Baird, P.E.
Baird & Gilroy LLC
Managing Member

\\Projects\107\0006\Contracts\Proposal-Pearland Lift Station.docx

Enclosures

APPROVED BY:

Signature

Name and Title (Printed)

Date



April 5, 2016

Ms. Dedra A. Ecklund, P.E.
Project Manager
Sengineering, LLC
3535 Briarpark, Suite 210
Houston, TX 77042

Re: Revised Geotechnical Investigation Proposal /Agreement
Proposed Improvements of Sanitary Sewer and Lift Station at Mykawa Area
City of Pearland, Texas
AEC Proposal No. G2016-03-05R2

Dear Ms. Ecklund,

Aviles Engineering Corporation (AEC) is pleased to submit this revised proposal for a geotechnical investigation for the proposed improvements of sanitary sewer and relocation of lift station in Mykawa Area (Harris County/Houston Key Map 614 H, M, & L, and 615 E) in the City of Pearland, Texas. According to the alignment map and information provided, we understand that the City plans to abandon two lift stations: one at Mykawa and Shank and one at Mykawa and Orange, and relocate the lift station at Mykawa and Scott to make room for the Mykawa Road widening project. The improvements consist of: (i) the proposed Mykawa-Scott lift station, approximately 20 feet deep, will be located to the east out of the road ROW; the flow that is north of H100-00-00 will gravity to the Mykawa-Scott lift station; (ii) the flow from the Mykawa-Shank lift Station will be replaced by a gravity line that will begin south of H100-00-00 and proceed south to an existing 8-inch gravity that will be reversed to gravity to an easement south to Orange Street and the existing 8-inch and 12-inch pipelines may require pipebursting to the 24-inch on Hatfield Road; (iii) the Mykawa-Orange lift station will be abandoned, and will be routed by gravity on the west side of the Mykawa ROW; (iv) the proposed approximately 16,800 feet long sanitary sewer alignments are shown on the attached boring location plan.

Based on the data provided by you, the maximum manhole depths of the existing sanitary sewer along the project alignments are listed in Table 1.

Table 1. Depth of Existing Manholes for Existing Sanitary Sewer

Manhole Number	Location	Depth (ft)
4-10-109	Mykawa and Halik Intersection	12.16
4-10-55	Mykawa and Shank Intersection	10.33
4-9-15	Orange and Hatfield Intersection	13.91
-	The MH near Orange and Hatfield intersection	12.0
-	Near Mykawa-Orange Lift Station	7.25

AEC anticipates that majority portions of the proposed sanitary sewer will be installed by open cut method; while at the crossings of pipeline easements, Ditch HI-100-00-00 (BDD4 for Brazoria Drainage District No. 4), BNSF railroad, and SH35, tunnel or auger method will be required.



Due to the project budget limit, we propose to drill 23 borings: (i) three 20-foot borings, eight 25-foot deep borings, and six 30-foot deep borings for the proposed sanitary sewer; (ii) two 45 feet deep borings at Ditch H-100-00-00 crossing; (iii) two 40 feet deep borings BNSF railroad crossing; and (iv) two borings at 50 feet deep at Ditch H-100-00-00 and SH-35 crossing as shown on the proposed boring location plan. Total drilling footage is 710 feet. Borings B-3, B-7, B-10, B-13, and B-17 will be converted to 20 to 30-foot deep piezometers as shown on the boring location plan. Based on the Google Earth Aerial Map, traffic control will be required along the Mykawa Road and Orange Street, and SH-35; tree clearing will be required for Borings B-14 through B-16; Borings B-5, B-14 through B-17, B-19, and B-20 are anticipated to be drilled by buggy rig. AEC personnel will mark the boring locations at the project alignments and contact the Texas 811 to check underground utilities. However, Texas 811 does not check underground water line, storm sewer, and sanitary sewer. We request that the entry permit to private property for drilling purpose, if any, be provided to us at no cost to AEC.

We will core through concrete or asphalt pavement where the proposed borings are located. The borings will be drilled with a truck-mounted rig and buggy rig; samples will be obtained continuously in the top 20 feet and at 5-foot intervals thereafter. For Boring B-13, which will be used for the new lift station, samples will be obtained continuously in the top 30 feet. Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D-1587). Standard Penetration Test samples will be obtained of granular soils (ASTM D-1586). We will inform you any visual evidence of odor indicating hazardous materials if encountered in the samples. Representative portions of all soil samples will be sealed, packaged and transported to our laboratory. Water level readings will be noted during drilling and obtained upon completion of drilling each boring; the boreholes on pavement, except for piezometers, will be backfilled with cement-bentonite grout and then patch the pavement with non-shrink grout. While the off pavement boreholes will be backfilled with bentonite chips. We will obtain 24-hour and approximately 30-day water level readings in the piezometers, then the piezometers will be plugged.

As part of our services, we will conduct literature study (including aerial photographs, fault maps and publications) to identify if there are documented faults crossing the alignment; perform a site visit to visually identify any landmarks or features that may indicate the presence of a fault. Laboratory testing may consist of moisture contents, dry unit weight, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, unconfined compression tests, and unconsolidated-undrained triaxial tests depending on the soil types encountered.

We will analyze the field and laboratory data to develop geotechnical engineering recommendations for (i) boring logs shown existing pavement and base thicknesses, and ground water depths encountered in the borings; (ii) feasible foundation type and depth, allowable bearing capacity, soil parameters for lateral earth pressures on the proposed lift station, as well as excavation and shoring; (iii) design soil parameters for lateral earth pressure on the tunnel shafts; recommendations for dewatering, liner/casing requirements, auger or tunnel boring machine, and estimated surface settlement for sanitary sewer installation by tunnel or auger method; (iv) geotechnical guidelines for the sanitary sewer installation including open cut and tunneling methods; (v) recommendations for how to cut top portion of the existing lift station structures that are to be abandoned, and backfill requirements to provide relatively uniform or smooth subgrade for the roadway pavement; (vi) recommendations for replacement concrete or asphalt pavement thickness and subgrade preparation; and (vii) geotechnical recommendations and dewatering guidelines for the facility construction.



The estimated fee for the services described in this proposal is **\$69,000.00**, which includes one mob/demob for a truck rig and a buggy rig, a site visit to mark the borings, 2 copies of draft and 3 copies of final report. Additional copies will be invoiced at \$40 each. The fee assumes the site will be open and accessible to a truck-mounted drilling rig or buggy rig, and the field personnel will use Level D during the field exploration. Standby time, safety training, surveying, working with hazardous materials, environmental sampling/testing/evaluation, and plan/specification review are not included in the above fee.

Weather permitting, and assuming no field delays, we plan to start the field exploration about one week after receiving your notice to proceed. The field exploration will take about 2 to 2.5 weeks; laboratory soil testing will require 4 weeks to complete after receipt of the soil samples from the field. We will submit a draft report 3 weeks after completion of the laboratory soil testing. Final report and trench report will be issued 2 weeks after we receive your comments on the draft report.

To reduce delays in the schedule and avoid additional fees, we request that we be provided with any proposed or preferred geotechnical-related design details including existing utility drawings, and proposed utility drawings at the onset. If any of the project details described in this proposal are incorrect or the scope of services needs modification, please inform us immediately so we can revise the proposal as necessary.

We appreciate the opportunity to present this proposal, and look forward to working with you.

Respectfully submitted,
Aviles Engineering Corporation

A handwritten signature in blue ink, appearing to read "Shou Ting Hu", is written over a light blue horizontal line.

Shou Ting Hu, MSCE, P.E.
President

Attachments: Terms and Conditions, Itemized Fee Estimate, Proposed Boring Location Plan

AGREED TO THIS _____ DAY OF _____, _____

BY (Signature): _____

NAME (Print): _____

TITLE: _____

FIRM: _____



GEOTECHNICAL INVESTIGATION TERMS AND CONDITIONS

STANDARD OF CARE

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

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

SCOPE OF SERVICES

AVILES ENGINEERING will develop a scope of services based on the project information provided by the CLIENT. AVILES ENGINEERING shall not be responsible for problems arising due to inadequate number of borings and/or depths dictated or required by others or inadequate engineering analyses, if the CLIENT reduces the scope of services and/or provides insufficient or invalid project or other relevant information to AVILES ENGINEERING. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions

SITE ACCESS AND SITE CONDITIONS

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT, as well as provide location data for all below and above ground structures, pipelines and utilities. For such items encountered, not called to the attention of AVILES ENGINEERING, the CLIENT shall assume responsibility for any resultant damages. AVILES ENGINEERING will take reasonable precautions to minimize damage to the site, but it is understood by the CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

BILLING AND PAYMENT

The CLIENT will pay AVILES ENGINEERING the lump sum amount(s) shown in the PROPOSAL/AGREEMENT. Invoices will be submitted to the CLIENT by AVILES ENGINEERING, and will be due and payable within thirty (30) days of the invoice date. CLIENT will pay an additional charge of 1.5 percent per month on any delinquent amount, and agrees to pay attorney's fees and/or other costs involved in any required collection activity.

LIMITATION OF LIABILITY / INDEMNIFICATION

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited to a sum equal in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.



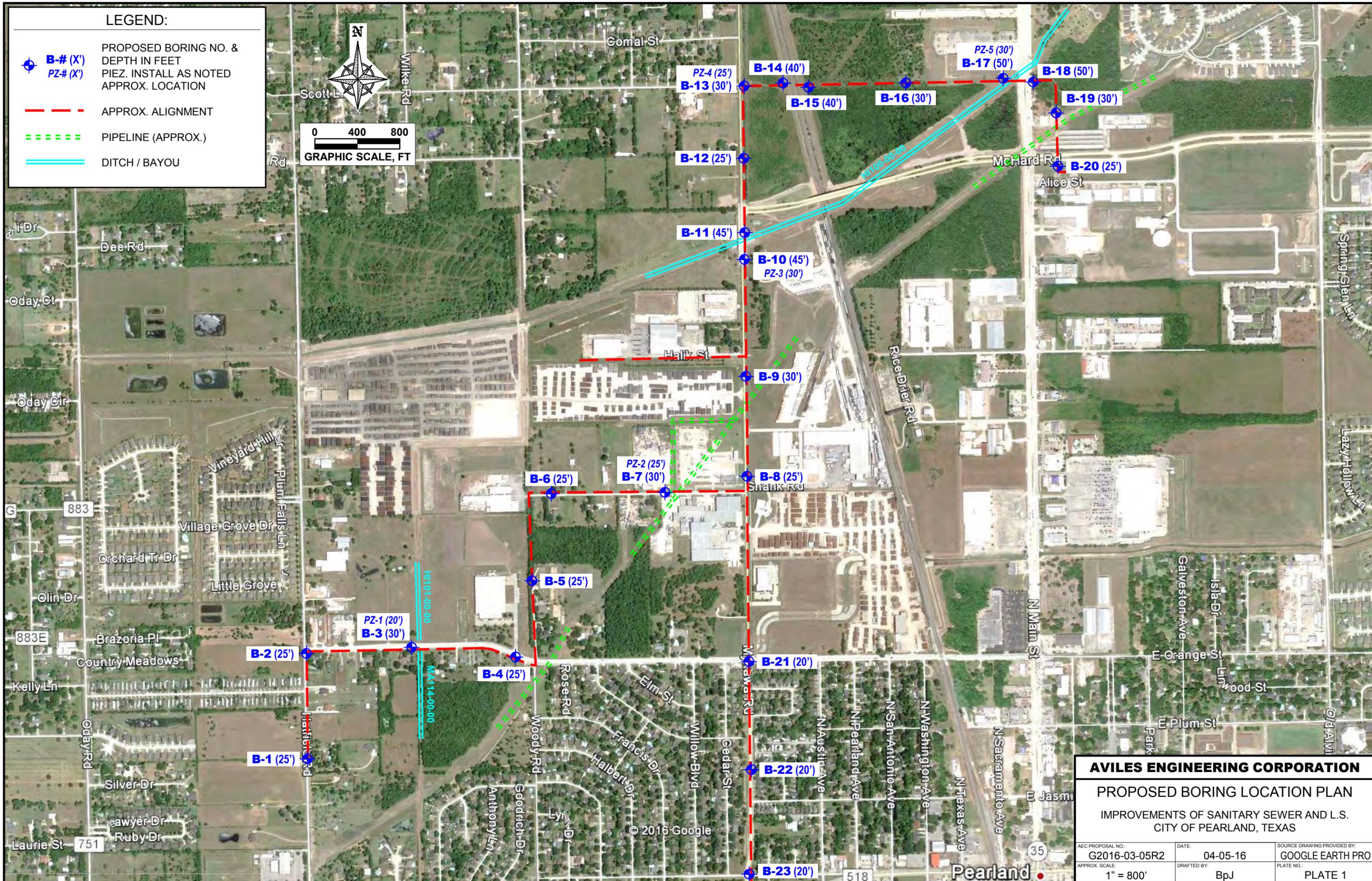
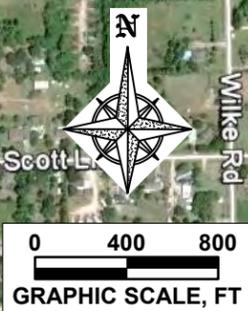
ITEMIZED FEE ESTIMATE

23 borings: 3@20', 8@25', 6@30', 2@40', 2@45', & 2@50'; 5 piezometers: 1@20', 2@25', & 2 @30'

A. FIELD EXPLORATION	QTY	UNIT	@	RATE	AMOUNT
Mobilization/Demobilization (Truck Rig)	1	LS	@	\$350.00	\$350.00
Mobilization/Demobilization (Buggy Rig)	1	LS	@	\$450.00	\$450.00
Lane Closure Permit (Staff Engineer)	4	hrs.	@	\$82.00	\$328.00
Coordination and Site Reconnaissance (Staff Engineer)	8	hrs.	@	\$82.00	\$656.00
Boring Layout & (Sr. Technician)	10	hrs.	@	\$66.00	\$660.00
Utility Checking (Staff Engineer)	6	hrs.	@	\$82.00	\$492.00
Fault Evaluation (Sr. Geologist)	8	hrs.	@	\$82.00	\$656.00
Field Logging and Supervising (Sr. Technician)	110	hrs.	@	\$66.00	\$7,260.00
Concrete Pavement Coring (5" diameter up to 6" thick)	17	ea.	@	\$90.00	\$1,530.00
Concrete Pavement Coring (5" diameter, 6" to 12")	72	in.	@	\$8.00	\$576.00
Tree Clearing	0.5	day	@	\$1,900.00	\$950.00
Soil Drilling/Cont. Sampling (0'-20')	460	ft.	@	\$18.00	\$8,280.00
Soil Drilling/Cont. Sampling (20'-30', for LS)	10	ft.	@	\$18.00	\$180.00
Soil Drilling/Intermittent Sampling (20'-50')	240	ft.	@	\$16.00	\$3,840.00
Soil Drilling/Intermittent Sampling (50'-100')	0	ft.	@	\$18.00	\$0.00
Grouting Holes	580	ft.	@	\$6.00	\$3,480.00
Surcharge for Drilling with Buggy Rig	240	ft.	@	\$6.00	\$1,440.00
Metal Cover for Piezometers	5	ea.	@	\$60.00	\$300.00
Piezometer Installation	130	ft.	@	\$16.00	\$2,080.00
Piezometer Monitoring (Sr. Technician, Two Readings)	12	hrs.	@	\$66.00	\$792.00
Piezometer Plugging	130	ea.	@	\$14.00	\$1,820.00
Standby Time (Moving Boring Locations, Crew of Three)	0	hrs.	@	\$175.00	\$0.00
Vehicle Charge	148	hrs.	@	8.00	\$1,184.00
	SUBTOTAL				\$37,304.00
B. ALLOWANCE					
Traffic Control	7	day	@	\$800.00	\$5,600.00
Traffic Control/Escort Field Crews (Police Officer)	56	hrs.	@	\$45.00	\$2,520.00
	SUBTOTAL				\$8,120.00
C. GEOTECHNICAL LABORATORY TESTING					
Atterberg Limits (ASTM D-4318)	70	ea.	@	\$53.00	\$3,710.00
Passing No. 200 Sieve (ASTM D-1140)	40	ea.	@	\$41.00	\$1,640.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	6	ea.	@	\$49.00	\$294.00
Sieve Analysis w/ Hydrometer (ASTM D-422)	2	ea.	@	\$150.00	\$300.00
Moisture Content (ASTM D-2216)	283	ea.	@	\$8.00	\$2,264.00
Unconfined Compression (ASTM D-2166)	40	ea.	@	\$39.00	\$1,560.00
Unconsolidated-Undrained Test (ASTM D-2850)	32	ea.	@	\$54.00	\$1,728.00
	SUBTOTAL				\$11,496.00
D. ENGINEERING ANALYSIS & REPORT PREPARATION					
Senior Engineer, P.E.	32	hrs.	@	\$150.00	\$4,800.00
Staff Engineer, E.I.T.	60	hrs.	@	\$82.00	\$4,920.00
Sr. Technician	28	hrs.	@	\$66.00	\$1,848.00
Clerical/Word Processor	6	hrs.	@	\$52.00	\$312.00
Reproduction (2 copies of draft & 3 Copies of Final Report)	5	report	@	\$40.00	\$200.00
	SUBTOTAL				\$12,080.00
	TOTAL ESTIMATED FEE				\$69,000.00

LEGEND:

-  **B-# (X')** PROPOSED BORING NO. & DEPTH IN FEET
-  **PZ-# (X')** PIEZ. INSTALL AS NOTED
-  APPROX. ALIGNMENT
-  PIPELINE (APPROX.)
-  DITCH / BAYOU



AVILES ENGINEERING CORPORATION		
PROPOSED BORING LOCATION PLAN		
IMPROVEMENTS OF SANITARY SEWER AND L.S. CITY OF PEARLAND, TEXAS		
AEC PROPOSAL NO. G2016-03-05R2	DATE 04-05-16	SOURCE DRAWING PROVIDED BY GOOGLE EARTH PRO
APPROX. SCALE 1" = 800'	DRAFTED BY BpJ	PLATE NO. PLATE 1



March 16, 2016

Ms. Dedra A. Ecklund, P.E.
5Engineering, LLC
3535 Briarpark Drive, #210
Houston, Texas 77042

Subject: Proposal to Perform a Phase I Environmental Site Assessment for
The New Mykawa-Scott Lift Station, Pearland, Texas
AEC Proposal Number E16-03-01

Dear Ms. Ecklund:

Aviles Engineering Corporation (AEC) is pleased to submit this Phase I Environmental Site Assessment (ESA-I) proposal for the new Mykawa-Scott Lift Station in Pearland, Texas (Galveston/Brazoria County Key Map 615 E). It is AEC's understanding that the new lift station is part of a larger City of Pearland project which also involves the abandonment of two lift stations at Mykawa and Shank and at Mykawa and Orange and replacement of gravity flow lines and force mains.

The current Mykawa-Scott Lift Station is located near the intersection of Mykawa Road and Scott Lane, in Pearland, Texas. This lift station will be abandoned and a new lift station built at another location because of the planned widening of Mykawa Road. Based on information provided to AEC, the location of the new lift station will be in the same general area of the existing lift station just outside of the Mykawa right-of-way and the area of the new lift station is estimated to be about 15 feet by 20 feet. It is AEC's understanding that the land for the new lift station has not yet been acquired by the City of Pearland. The ESA-I proposal was requested to cover the proposed location of the new lift station and any property the City of Pearland needs to acquire. Prior to the start of the ESA-I, 5Engineering, LLC will provide AEC with the exact location and area of the new lift station and the amount of property which the City of Pearland may need to acquire for the new lift station. The cost proposal included in this ESA-I is based on the current information about the new lift station provided to AEC. Once the location and extent of City of Pearland acquisition has been determined, the costs could increase if the information provided is significantly different from currently provided information.

AEC proposes to conduct an ESA-I for the new Mykawa-Scott Lift Station in Pearland, Texas (referred herein as the Subject Property) in general accordance with the American Society for Testing and Materials Designation E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E 1527-13). The purpose of the ESA-I is to identify recognized environmental conditions associated with the Subject Property. As defined in ASTM E 1527-13, "The term recognized environmental conditions means the presence or likely presence of any hazardous substances or petroleum products in, on,

Ms. Dedra A. Ecklund, P.E.
Proposal to Perform a Phase I Environmental Site Assessment for the New Mykawa-Scott Lift Station,
Pearland, Texas
AEC Proposal Number E16-03-01
March 16, 2016

Page 2 of 6

or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.”

Section 6 of ASTM E 1527-13 describes tasks to be performed by the user that will help identify the possibility of recognized environmental conditions in connection with the Subject Property (the user is the one who is seeking to use the ASTM practice to complete the environmental site assessment of the property, which based on the information provided to us, is 5Engineering, LLC /City of Pearland). An ASTM User Questionnaire is attached for you to complete and return to me to assist the user and the environmental professional (AEC) in gathering information that may be material in identifying recognized environmental conditions. If you do not know the answers to any of the questions, please indicate such. The questionnaire will also be sent to the current owner representative or person with extensive knowledge of the Subject Property for them to complete. AEC requests that you provide the name and contact information of the owner representative or person with extensive knowledge of the Subject Property so that a questionnaire can be sent to them. The contact information is also needed for an interview to be conducted during the ESA-I (see below regarding services to be provided by AEC).

A few words of explanation regarding the questions in the questionnaire. The CFR number in parenthesis after each numbered item is the Code of Federal Regulation citation requiring the requested information. Regarding questions 1 and 2, to comply with this request, the user must search for the existence of environmental liens and Activity and Use Limitations (AULs) that are filed or recorded against the property. According to ASTM E1527-13, "Environmental liens and AULs are legally distinct instruments and have very different purposes and both can commonly be found within recorded land title records (e.g. County Recorder/Registry of Deeds). The types of title reports that may disclose environmental liens and AULs include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain of title reports will not normally disclose environmental liens or AULs. Environmental liens and AULs that are imposed by judicial authorities may be recorded or filed in judicial records only. In jurisdictions where environmental liens or AULs are only recorded or filed in judicial records, the judicial records must be searched for environmental liens and AULs. Any environmental liens and AULs known to the user should be reported to the environmental professional conducting a Phase I Environmental Assessment. The user should either 1) engage a title company, real estate attorney, or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for environmental liens and AULs currently recorded against or relating to the property, or 2) negotiate such an engagement of a title company, real estate attorney, or title professional as an addition to the scope of work of the environmental professional. Aviles Engineering Corporation (AEC) does not provide searches for environmental liens or AULs since the client is likely to have better access to the needed title company, real estate attorney, or title professional to perform such activity, it will cost less for the user to directly involve such persons

or companies (no markup costs and hour charges for the service) and this activity can be performed by the user while AEC concentrates on performing the other required ESA-I activities.

AEC will provide the following ESA-I services:

1. Search standard environmental record sources and review the resulting data to identify recognized environmental conditions in connection with the Subject Property.
2. Review historical data including, but not limited to, aerial photographs and topographic maps to identify past uses of the Subject Property, adjoining properties, and surrounding areas.
3. Site reconnaissance inspection and interviews to identify environmental conditions associated with the Subject Property. The site reconnaissance will be limited to the future location of the Subject Property and surrounding area visible from publicly accessible areas. Interviews, if applicable, will be conducted to obtain information relevant to the Subject Property and adjoining properties. Attempts will be made to interview the present and past owners of the Subject Property and present and past operators of businesses (if any) located on the Subject Property.
4. The current and past uses of adjoining properties will be identified in order to evaluate their potential to act as sources of contamination with respect to the Subject Property.
5. Prepare an ESA-I report that:
 - Describes the Subject Site.
 - Provides a review of topographic, floodplain, fault, and soil maps.
 - Identifies potential areas of contamination.
 - Reports the findings and discusses potential environmental risk.
 - Identifies recognized environmental conditions.
 - Contains recommendations for an ESA-II, as appropriate, to further assess and delineate contamination in the area of recognized environmental conditions.

The proposed scope of work for the ESA-I of the Subject Property does not include review of recorded land title or judicial records. In addition, the ESA-I does not include the following environmental issues or conditions as these are outside the scope of the ASTM E 1527-13 practice:

- Archeological considerations,
- Asbestos-containing building materials,
- Biological agents,
- Cultural and historic resources,
- Ecological resources,
- Endangered species,
- Health and safety,
- Indoor air quality unrelated to release of hazardous substances or petroleum products into the environment,

Ms. Dedra A. Ecklund, P.E.
Proposal to Perform a Phase I Environmental Site Assessment for the New Mykawa-Scott Lift Station,
Pearland, Texas
AEC Proposal Number E16-03-01
March 16, 2016

Page 4 of 6

- Industrial hygiene,
- Lead-Based Paint,
- Lead in Drinking Water,
- Mold,
- Radon,
- Regulatory compliance, and
- Wetlands.

AEC will prepare a written ESA-I report summarizing our investigation and findings. The report will describe any recognized environmental conditions that are identified in association with the Subject Property and will include recommendations for further investigations, if necessary. These recommendations will be based on applicable laws and regulations. One bound and one unbound copy of the ESA-I report will be provided to you.

ESA-I Limitations

The ESA-I will be limited to information that is “reasonably ascertainable” and “practicably reviewable,” according to ASTM E1527-13, considering the time and cost associated with the assessment. AEC does not guarantee the completeness or accuracy of the regulatory agency files and site listings. AEC cannot guarantee that not finding indicators of hazardous substances or petroleum products means that these materials do not exist on the Subject Property. AEC cannot be responsible for failure to disclose recognized environmental conditions that may exist on or near the Subject Property but were not identified due to limiting the assessment to information that is “reasonably ascertainable” and “practicably reviewable” as discussed above. The ESA-I is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with the Subject Property. No sampling or analysis to assess the potential presence of hazardous substances or petroleum products is included in the scope of work for the proposed ESA-I.

SCHEDULE AND COST PROPOSAL

The ESA-I will be performed in accordance with the attached Environmental Services Terms and Conditions unless a specific agreement is executed between 5Engineering, LLC and AEC. AEC will complete and submit one unbound copy and two bound copies of the ESA-I draft report to 5Engineering, LLC within 60 days after we receive project authorization and a notice to proceed or a signed subcontract. In order to proceed, AEC must receive the exact location and extent of the new lift station and the area to be acquired by the City of Pearland and the contact information of the current owner of the Subject Properties. Difficulties accessing the sites (problems or delays obtaining owner permissions; lack of access to the properties, etc.); delays in return of the completion of the ASTM User Questionnaires by the user, owner representative, or person with extensive knowledge of the Subject Property; inclement weather; or lack of availability of persons for interviewing could delay the scheduled delivery of the report. If delays

Ms. Dedra A. Ecklund, P.E.
Proposal to Perform a Phase I Environmental Site Assessment for the New Mykawa-Scott Lift Station,
Pearland, Texas
AEC Proposal Number E16-03-01
March 16, 2016

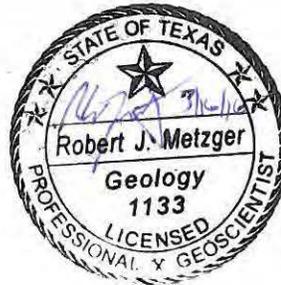
Page 5 of 6

are encountered, you will be notified of a revised delivery date. The cost for the above proposed ESA-I of the Subject Property based on current available information is \$4,825.11. As appropriate, the report will be revised and finalized in response to comments. Following any necessary revisions, we will prepare and submit one unbound copy of the final ESA-I report and a compact disk (CD) that contains a pdf file copy of the final report. Invoices will be submitted to you upon completion of the project and remittance will be due within 30 days of the date on the respective invoice. For your convenience, a project authorization and notice to proceed form is included on the next page that can be completed, signed, and emailed, faxed, or mailed to AEC.

AEC appreciates the opportunity to submit this proposal to you for environmental services. Please contact me if you should have any comments or questions in response to this proposal.



Sincerely,
AVILES ENGINEERING CORPORATION



Robert J. Metzger, P.G.
Senior Geologist
Attachments

Ms. Dedra A. Ecklund, P.E.
Proposal to Perform a Phase I Environmental Site Assessment for the New Mykawa-Scott Lift Station,
Pearland, Texas
AEC Proposal Number E16-03-01
March 16, 2016

Page 6 of 6

AUTHORIZATION AND NOTICE TO PROCEED
**To Perform an ESA-I for the New Mykawa-Scott Lift Station, Pearland, Texas in
accordance with the attached Terms and Conditions**

The signature below authorizes the work described herein.

FOR: SEngineering, LLC

Signature

Printed Name and Title

Date

**ASTM E1527-13 STANDARD PRACTICE FOR ENVIRONMENTAL SITE
ASSESSMENTS: PHASE I ENVIRONMENTAL SITE ASSESSMENT PROCESS**

USER QUESTIONNAIRE (page 1 of 2)

INTRODUCTION

In order to qualify for one of the Landowner Liability Protection (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "*Brownfields Amendments*"), the user must conduct the following inquiries required in 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The user should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that "all appropriate inquiries" is not complete.

(1.) Environmental liens that are filed or recorded against the property (40 CFR 312.25).

Did a search of recorded land title records (or judicial records where appropriate (see note 1 below)) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law? If so, please provide information to environmental professional.

Note 1--- In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.

(2.) Activity and use limitations that are in place on the property or that have been filed or recorded against the property (40CFR 312.26(a)(1)(v) and (vi)).

Did a search of recorded land title records (or judicial records where appropriate, see note 1 above) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property or have been filed or recorded against the property under federal, tribal, state, or local law? If so please provide information to the environmental professional.

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business? If so provide information to the environmental professional.

ASTM E1527-13 STANDARD PRACTICE FOR ENVIRONMENTAL SITE ASSESSMENTS: PHASE I ENVIRONMENTAL SITE ASSESSMENT PROCESS

USER QUESTIONNAIRE (page 2 of 2)

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property [Not applicable to your property at this time since you are not buying the property]? Please provide this information to the environmental professional.

(5.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of release or threatened releases? For example,

(a.) Do you know the past uses of the property?

(b.) Do you know of specific chemicals that are present or once were present at the property?

(c.) Do you know of spills or other chemical releases that have taken place at the property?

(d.) Do you know of any environmental cleanups that have taken place at the property?

If so please provide this information to the environmental professional.

(6.) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by the appropriate investigation (40 CFR 312.31).

Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property? If so, please provide this information to the environmental professional.

AVILES ENGINEERING CORPORATION
Phase I Environmental Site Assessment

New Mykawa-Scott Lift Station, Pearland, Texas

Proposal No. E16-03-01

Cost Proposal Based on Information Currently Provided

Task	Description	Units	Unit Rate	Cost
1. Site Recon & Interviews	Geologist	8	82	656.00
2. Environmental Data, Records, and Maps Review	Geologist	10	82	820.00
3. Historical Review	Geologist	8	82	656.00
4. Prepare Report	Sr. PM	1	110	110.00
	Geologist	20	82	1,640.00
	Admin Assist	4	45	180.00
	Draftsman	4	45	180.00
TOTAL LABOR		55		4,242.00

Expenses

Radius/Corridor			
Report & Aerial			
Photos	1	339.55	339.55
Historical Topos	1	64.95	64.95
Oil & Gas (if needed)	1	178.61	178.61
TOTAL EXPENSES			583.11

TOTAL COSTS	4,825.11
--------------------	-----------------



ENVIRONMENTAL SERVICES TERMS AND CONDITIONS

STANDARD OF CARE

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised in the Environmental Services Profession contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

SCOPE OF SERVICES

The CLIENT will develop a scope of service based on the project information. AVILES ENGINEERING shall not be responsible for problems arising due to insufficient or invalid project or other relevant information. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions.

SITE AND SITE CONDITIONS

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

BILLING AND PAYMENT

The CLIENT will pay AVILES ENGINEERING for the work performed at the unit fees and/or lump sum shown in the PROPOSAL/AGREEMENT. Invoices will be submitted to the CLIENT, and will be due and payable within thirty (30) days of the invoice date. CLIENT will pay an additional charge of 1.5 percent per month on any delinquent amount, and agrees to pay attorney's fees and/or other costs involved in any required collection activity.

LIMITATION OF LIABILITY / INDEMNIFICATION

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this PROPOSAL/AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.

April 6, 2016

Dedra A. Ecklund, PE
5engineering, LLC
3535 Briarpark Drive, Suite 210
Houston, TX 77042

Re: Mykawa Road, City of Pearland
Topographic Surveying – [Phase 1](#) (Preliminary Engineering)

Dear Dedra:

Kuo & Associates, Inc. is pleased to submit this proposal to perform limited topographic survey services for [Phase 1 \(Preliminary Engineering\)](#) for the above referenced project.

The scope of work and fee will be as follows:

SCOPE OF WORK

Limited topographic survey will be done to facilitate preliminary engineering design. In general the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88.
2. Limited cross sections will be surveyed (more or less at 500'c-c) along Mykawa, Shank, Orange and Hatfield Road for the limit as shown in the attached exhibit to delineate outline of edge of the roadways. Detail topo survey is beyond the scope of this proposal
3. Survey three lift stations located at Mykawa-Scott, Mykawa-Shank and Mykawa-Orange intersections. Survey manholes/wet wells, slabs, fences, etc.
4. Survey channel cross sections at upstream face and downstream face of the bridges and one cross section 50' upstream and 50' downstream of the bridge.
5. Survey manholes as marked on the attached exhibit and invert the same for flow line and size information of the pipes
6. Locate force main, gravity sewer and water line within the easements as marked in the attached exhibit. Level B SUE survey may be necessary to find horizontal locations of the said lines
7. Search for ROW monuments and survey found ones
8. Perform limited research on delineation of right of way line of Mykawa, Shank, Orange & Hatfield Streets and existing easements as marked on the attached exhibit.
9. Prepare a plan drawing with information obtained from limited survey and research

Limited brush clearing will be required to perform Level B SUE survey for finding utilities within the said easement, not to exceed cash allowances are estimated for limited brush clearing and Level B SUE survey.

To our understanding the following are excluded from the scope of this proposal

- Boundary level survey for determining of right of way of the street
- Any Level A SUE category survey (It requires to survey depth of the lines)
- Any detail survey of topo and utility features unless marked on the attached exhibit
- Inverting any manholes unless marked on the attached exhibit

FEE AND SCHEDULE:

A lump sum fee for limited topo survey and plan preparation is estimated as **\$27,850.00**.

In addition to the above fee, following [not to exceed cash allowances](#) are budgeted for limited brush clearing and Level B SUE work within the said easement to survey all existing utilities within the corridor:

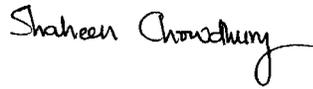
Item	Cash Allowance
Brush Clearing	\$1,815.00
Level B SUE Survey	\$6,235.00
Total Cash Allowance	\$8,050.00

* See detail breakdown in the attached pages

We estimate to complete the above work in 45 calendar days upon your authorization to proceed.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

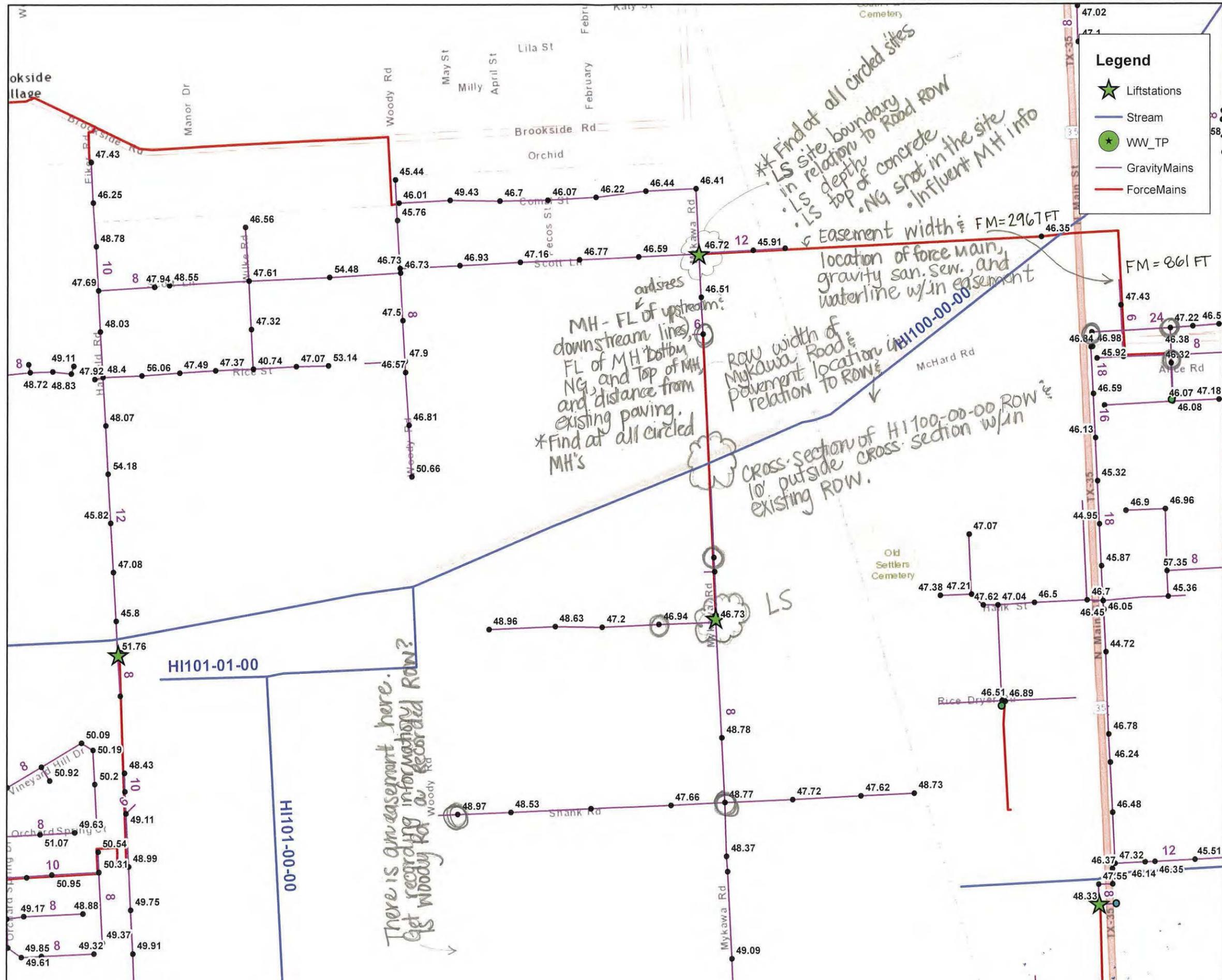
Sincerely,



Shaheen Chowdhury, P.E., R.P.L.S.
President

Level of Efforts - Phase 1 Survey									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$75.00	CADD \$75.00	Crew \$145.00	Hrs	Cost	Total
Survey Controls	Set survey controls			1		4	5	\$655.00	\$5,640.00
	Tie to benchmark			1		2	3	\$365.00	
	Horizontal control work		1	2		4	7	\$860.00	
	Vertical control work		1	2		24	27	\$3,760.00	
Limited Topo Survey	Road outline survey					32	32	\$4,640.00	\$8,070.00
	Lift Stations survey			2		8	10	\$500.00	
	Channel cross sections survey					4	4	\$580.00	
	Manhole inverts			2		8	10	\$1,310.00	
	QC/QA		8					\$1,040.00	
Plan Drawing	Limited Abstracting							\$1,500.00	\$14,140.00
	Limited ROW research for scope of topo survey		8	24	4		36	\$3,140.00	
	Search for ROW monuments			4		16	20	\$2,620.00	
	Delineation of ROW along roads and easements		8	24	12		44	\$3,740.00	
	Preparation of plan drawing			4	24		28	\$2,100.00	
	QC/QA		8				8	\$1,040.00	
Total								\$27,850.00	

Cash Allowances								
sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$75.00	CADD \$75.00	Crew \$145.00	Hrs	Cost	Total
Limited brush clearing for SUE survey on force main in			1		12	13	\$1,815.00	\$1,815.00
SUE survey at 4 locations to determine location of force mains (estimated 2 days of work)							\$5,000.00	\$6,235.00
Survey SUE findings			1		8	9	\$1,235.00	
Total								\$8,050.00



Legend

- ★ Liftstations
- Stream
- WW_TP
- GravityMains
- ForceMains

PER Needs

*** Find at all circled sites
 LS site boundary
 in relation to Road ROW
 • LS depth
 • top of concrete
 • NG shot in the site
 • Influent MH info*

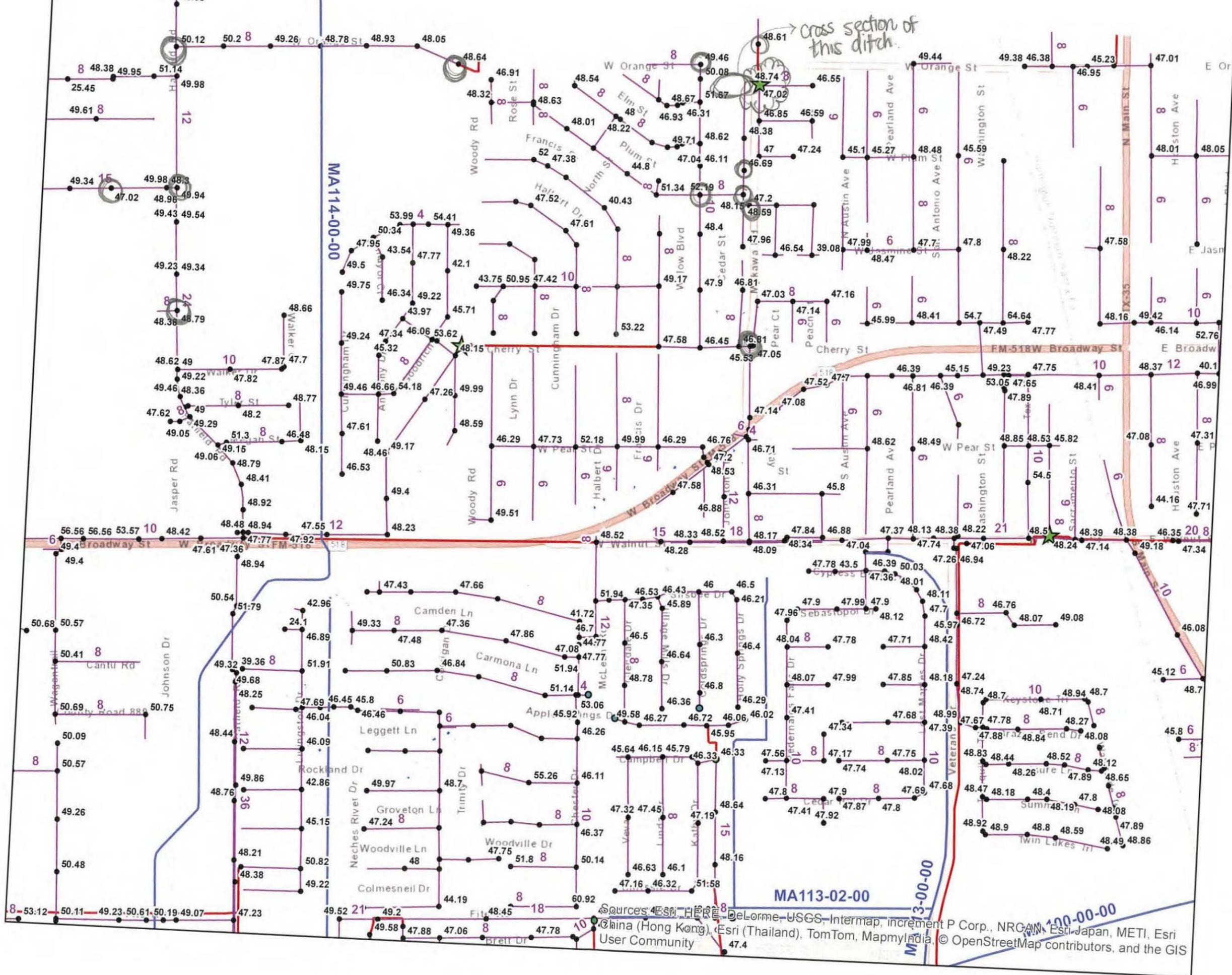
*Easement width: FM=2967 FT
 location of force main,
 gravity san. sew., and
 waterline w/in easement*

*MH - FL of upstream
 downstream lines
 FL of MH bottom
 NG, and top of MH
 and distance from
 existing paving.
 * Find at all circled
 MH's*

*ROW width of
 Mykawa Road
 Pavement location
 relation to ROW
 Cross-section of HI100-00-00 ROW
 10' outside cross-section w/in
 existing ROW.*

*There is an easement here.
 Get recording information
 for a recorded ROW?
 Is Woody Rd*

1/2 CONT



CONT
PER needs 2/

April 6, 2016

Dedra A. Ecklund, PE
5engineering, LLC
3535 Briarpark Drive, Suite 210
Houston, TX 77042

Re: Mykawa Road, City of Pearland
Topographic Surveying – [Phase 2 Design](#)

Dear Dedra:

Kuo & Associates, Inc. is pleased to submit this proposal to perform topographic survey services for Phase 2 design for the above referenced project.

The scope of work and fee will be as follows:

SCOPE OF WORK

Survey will be done along the following category of streets/corridors (as well shown in the attached exhibit):

Category	Street	From	To	Major Street (LF)	Minor Street (LF)	Easements (LF)
Major Streets	Mykawa	Scott	Shank	3,900		
	Mykawa	Orange	Cherry	2,150		
	Orange	Goodrich/Woody	Hatfield	2,300		
Minor Streets	Shank	Mykawa	Easement-3		2050	
	Hatfield	Orange	Country Meadows		1150	
Off Road	Easement-1	Mykawa	Easement-2			2800
	Easement-2	Easement-1	Alice			1500
	Easement-3	Shank	Orange			1500
Total				8,350	3,200	5,800

Survey shall conform to all requirements of City of Pearland as applicable. In general the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88.
2. Cross sections will be surveyed at every 100 feet interval along the project route (streets right-of-way and existing/proposed easement corridors).
3. All planimetric features will be surveyed along the project route. The survey will be extended on all sides of street intersections at least 20' beyond ER, unless otherwise warranted for your design. All individual trees of 4" or larger in caliper size will be surveyed; however, detail tree survey within wooded area is beyond the scope of this proposal.
4. All visible existing utilities (i.e. manholes, culverts, power poles, etc.) along the project route and pipe size and flow line measure downs in the manholes, inlets and water valves (that can be opened) will be obtained.
5. Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
6. Plan view drawings will be prepared containing all topographic information and visible utility features according to the COH standards in Microstation format.

7. Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided.
8. **Survey Control Map:** Prepare a survey control map with signed and sealed by a Registered Professional Land Surveyor
9. **Borehole Survey:** Boreholes will be surveyed and included in the plan drawing. A table on borehole information will be provided for geotechnical report.

ROW delineation and Lift Station survey information will be obtained from Phase-1 survey. Brush clearing will be required to survey along the easement corridor and as well permit and additional insurance may be necessary to access BNSF Rail Road Right of way, not to exceed cash allowances are estimated for these tasks.

To our understanding the following are excluded from the scope of this proposal

- Boundary level survey for determining right of way of the street
- Any Level A and B SUE category survey
- Detail tree survey within wooded area
- Accessing/opening electric and communication manholes
- Surveying any confined space of large manhole structure (if any)
- Preparation of utility plan and profile drawing

FEE AND SCHEDULE:

A lump sum fee for the above-described work is estimated to be as shown itemized in the table below:

Item	Description	Quantity	Rate	Fee
Item 1 to 7	Topo Surveying	8,350 ft of major street	\$4.50/ft *	\$37,575.00
		3,200 ft of minor street	\$3.50/ft *	\$11,200.00
		5,800 ft of private area	\$2.50/ft *	\$14,500.00
Item 8	Survey Control Map			\$2,620.00
Item 9	Borehole survey			\$1,610.00
Total				\$67,505.00

* See detail breakdown in the attached pages

The following not to exceed cash allowances are budgeted for Brush Clearing to work along the easement corridor and as well to survey across BNSF RR ROW as necessary:

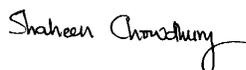
Item	Cash Allowance
Brush Clearing	\$11,815.00
BNSF RR ROW Access	\$5,000.00
Total Cash Allowance	\$16,815.00

* See detail breakdown in the attached pages

We estimate to complete the above work in 60 calendar days upon your authorization to proceed.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,



Shaheen Chowdhury, P.E., R.P.L.S.
 President

Major Street 8350 LF

Level of Efforts for Major Roads									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$75.00	CADD \$75.00	Crew \$145.00	Hrs	Cost	Total
Survey Controls	Recovery of controls		4	8		16	28	\$3,440.00	\$3,440.00
Topo Survey	One Call coordination			4			4	\$300.00	\$33,720.00
	Surveying roadway & topo features				72	160	232	\$28,600.00	
	Manhole inverts			4		24	28	\$3,780.00	
	QA/QC		8				8	\$1,040.00	
Project Management	Proj Management		4					\$520.00	\$520.00
Total									\$37,680.00

Cost per LF **\$4.51**
 say **\$4.50/LF**

Minor Street (side streets) 3200 LF

Level of Efforts - Minor Street									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$75.00	CADD \$75.00	Crew \$145.00	Hrs	Cost	Total
Survey Controls	Setting controls			1		4	5	\$655.00	\$2,545.00
	Horizontal control work			1		4	5	\$655.00	
	Vertical control work			1		8	9	\$1,235.00	
Topo Survey	One Call Coordination			1			1	\$75.00	\$8,910.00
	Surveying roadway & topo features				24	44	68	\$8,180.00	
	Manhole inverts			1		4	5	\$655.00	
	QC/QA						0	\$0.00	
Total									\$11,455.00

Cost per LF **\$3.58**
 say **\$3.50/LF**

Easement Corridors 5800 LF

Level of Efforts - Easement Corridors									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$75.00	CADD \$75.00	Crew \$145.00	Hrs	Cost	Total
Survey Controls	Setting controls			1		4	5	\$655.00	\$3,125.00
	Horizontal control work			1		4	5	\$655.00	
	Vertical control work			1		12	13	\$1,815.00	
Topo Survey	One Call Coordination						0	\$0.00	\$11,300.00
	Surveying roadway & topo features				20	64	84	\$10,780.00	
	QC/QA		4				4	\$520.00	
Total									\$14,425.00

Cost per LF **\$2.49**
 say **\$2.50/LF**

Level of Efforts for Survey Control Maps									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$75.00	CADD \$75.00	Crew \$145.00	Hrs	Cost	Total
Survey Control Map	Preparing Survey control map		4	12	16		32	\$2,620.00	\$2,620.00

Level of Efforts for Borehole Survey									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$75.00	CADD \$75.00	Crew \$145.00	Hrs	Cost	Total
Borehole Survey	Borehole Survey			2	4	8	14	\$1,610.00	\$1,610.00

CASH ALLOWANCES

Level of Efforts for Brush Clearing (5000')									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$75.00	CADD \$75.00	Crew \$145.00	Hrs	Cost	Total
Brush Clearing	Establish stakes			1		12	13	\$1,815.00	\$11,815.00
	Brush Clearing						0	\$10,000.00	

Level of Efforts for RR Crossing									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$75.00	CADD \$75.00	Crew \$145.00	Hrs	Cost	Total
RR Crossing	Permit						0	\$1,000.00	\$5,000.00
	Additional Insurance						0	\$4,000.00	



Easement-1

Mykawa

LIMIT OF SURVEY

Easement-3

Legend

- ★ Liftstations
- Stream
- WW_TP
- Gravity Mains
- Force Mains

will check on this area

NH gravity to o'day

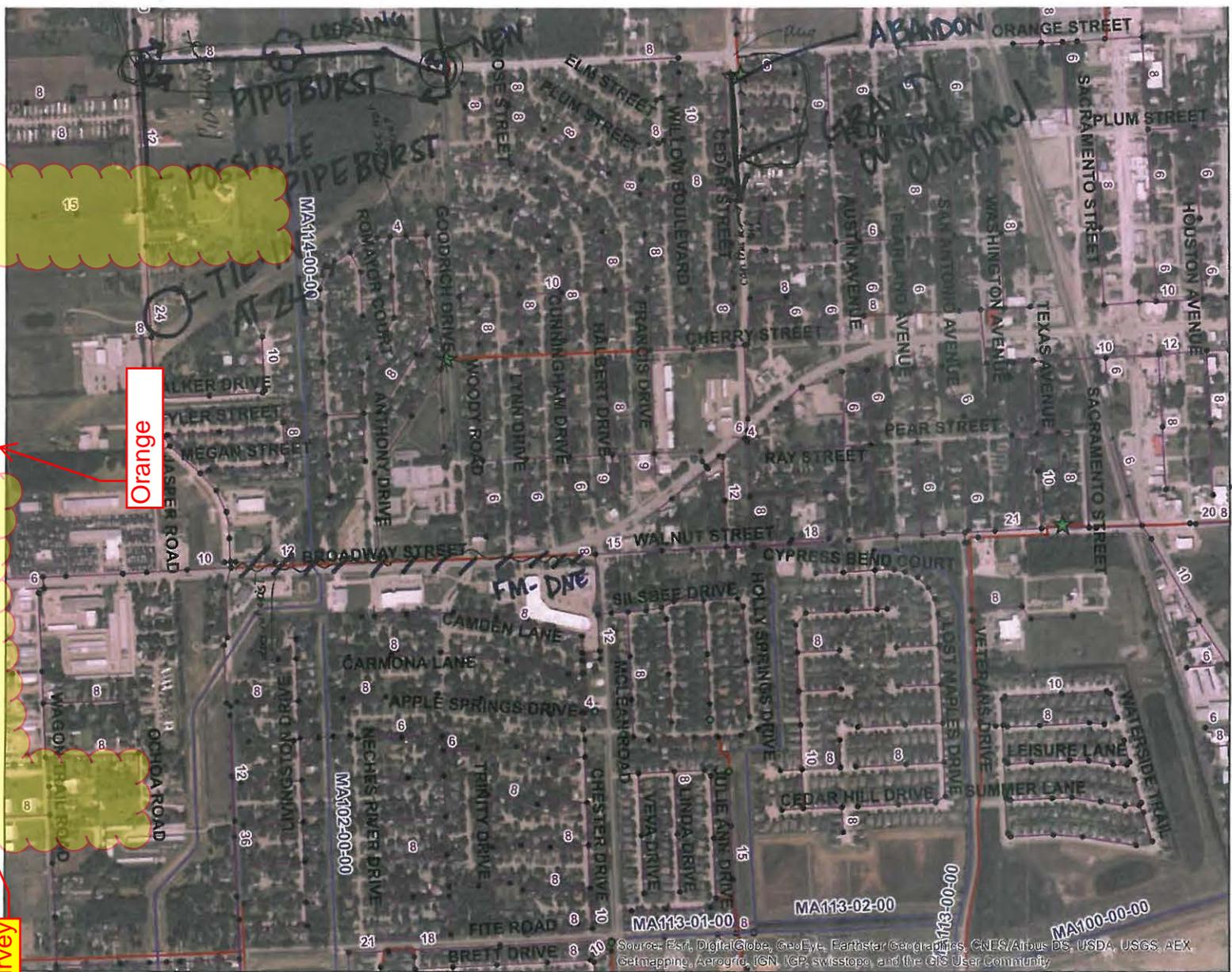
1/2 CONT

CONT
2/2

Limit of Survey

Limit of Survey

Orange



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Consulting Engineers
& Surveyors

10700 Richmond Ave, Suite 113
Houston, TX 77042
Tel: (713) 975-8769
Fax: (713) 975-0920
www.kuoassociates.com

April 6, 2016

Dedra A. Ecklund, PE
5engineering, LLC
3535 Briarpark Drive, Suite 210
Houston, TX 77042

Re: Mykawa Road, City of Pearland
Boundary Surveying for Easement/ROW Parcel

Dear Dedra:

Kuo & Associates, Inc. is pleased to submit this proposal to perform boundary surveying services for the above referenced project for preparing survey plats and metes and bound descriptions for easement parcel for the above referenced project. The scope of work and fee will be as follows:

SCOPE OF WORK

Boundary survey will be performed for preparing plats and metes and bounds description for acquiring land for easement for proposed improvements under the scope of above referenced project.

Survey will comply with Category 1A, Condition 2 survey of the latest TSPS Manual and City of Pearland survey requirements as applicable/feasible. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS 96) and datum NAVD 88. In conformance, the scope of work will include the following:

- Verification of surveyed information on the parcel area as necessary to reflect latest condition
- Searching and surveying monuments for property boundary
- Abstracting and deed research
- Preparing plat map drawing for each parcel
- Preparing metes and bound description for the parcel
- Map check closure for the parcel
- Setting the parcel on the ground as appropriate

The deliverables will be signed and sealed easement plat, field notes and supporting last deed of record for each parcel.

It is our understanding that your office will be assisting in obtaining right-of-entry as needed to work within the areas of private properties.

FEE & SCHEDULE:

Fee is estimated a lump sum amount of **\$4,000.00 per parcel**. See attached table for details on level of efforts. It is our understanding that your office will determine locations and number of parcels needed for this project.

Sincerely,

Shaheen Chowdhury, P.E., R.P.L.S.
President

Easement Survey

Typical Level of Efforts for Each Parcel							
ITEM	Principal \$180.00	RPLS \$125.00	SIT \$90.00	CADD \$70.00	Survey Crew \$134.00	Hrs	Cost
Establish/recovery of survey controls					1	1	\$134.00
Field survey work					3	3	\$402.00
Abstracting							\$300.00
Deed research		3	8				\$1,095.00
Easement plat		1	4	8		13	\$1,045.00
Easement metes and bounds		1	2			3	\$305.00
Easement set in the ground			1		3	4	\$492.00
QA/QC		2				2	\$250.00
Proj. Management						0	\$0.00
Total Cost							\$4,023.00

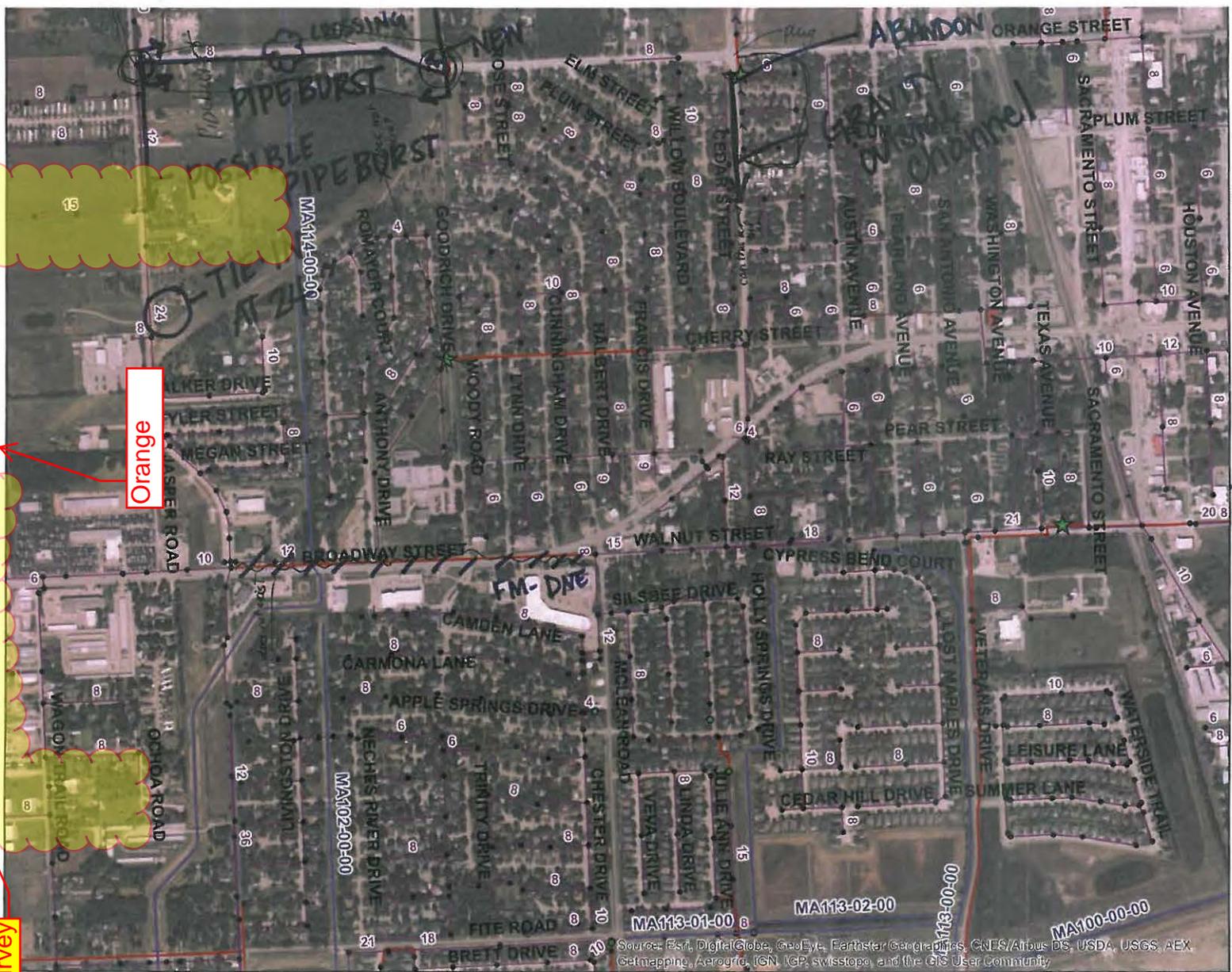
say, \$4,000/Each

CONT
2/2

Limit of Survey

Limit of Survey

Orange



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

April 6, 2016

Dedra A. Ecklund, PE
5engineering, LLC
3535 Briarpark Drive, Suite 210
Houston, TX 77042

Re: Mykawa Road, City of Pearland
Base map for Plan and Profile

Dear Dedra:

Kuo & Associates, Inc. is pleased to submit this proposal to perform CAD services for preparing plan and profile view for the streets listed in the attached Table and Exhibit for the above referenced project. The scope of work and fee will be as follows:

SCOPE OF WORK

We will be performing the following tasks under the scope:

- Coordinate with private utility companies, pipeline companies and City of Pearland for record drawings
- Perform utility research and delineation of underground utility lines from available record drawing and surveyed information
- Prepare plan drawing for existing utilities
- Prepare profile for ground lines corresponding to the center line of the street, center line of the ditch/curb lines, right-of-way lines
- Prepare profile view of existing utilities from available record and field information

The deliverable will be as AutoCAD drawing for each street within the scope of the project.

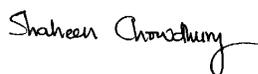
FEE & SCHEDULE:

The fee for the above-described work will be **\$15,460.00** as shown itemized in the attached table.

We anticipate completing the work within 60 days upon receiving notice to proceed.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Regards,



Shaheen Chowdhury, P.E., R.P.L.S.
President

TABLE: STREETS WITHIN THE SCOPE

Category	Street	From	To	Major Street (LF)	Minor Street (LF)	Off Road (LF)
Major Streets	Mykawa	Scott	Shank	3,900		
	Mykawa	Orange	Cherry	2,150		
	Orange	Goodrich/Woody	Hatfield	2,300		
Minor Streets	Shank	Mykawa	Easement-3		2050	
	Hatfield	Orange	Country Meadows		1150	
Off Road	Easement-1	Mykawa	Easement-2			2800
	Easement-2	Easement-1	Alice			1500
	Easement-3	Shank	Orange			1500
Total				8,350	3,200	5,800

TABLE: LEVEL OF EFFORTS

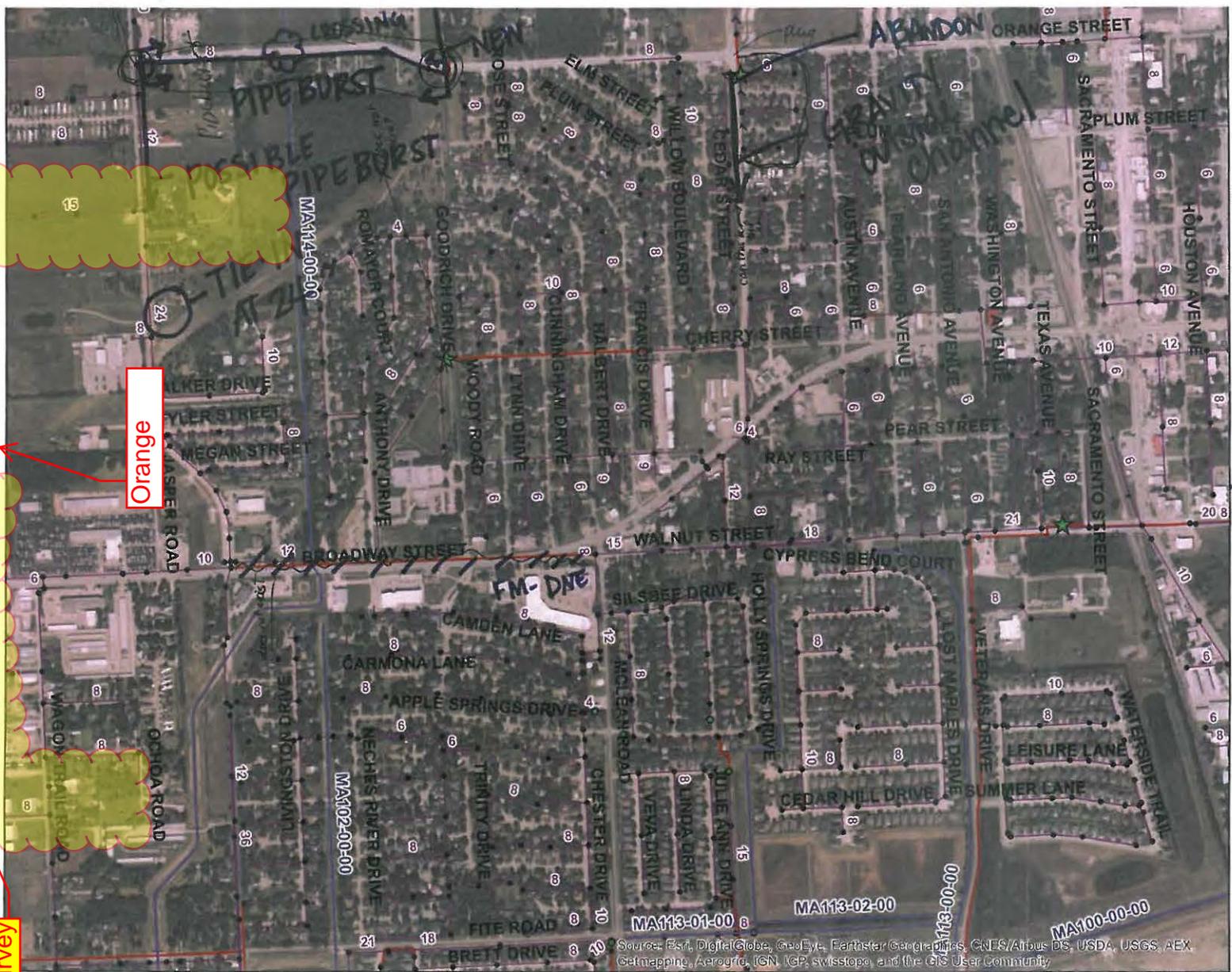
Level of Efforts for Preparing Plan & Profile Drawing							
Tasks	Sub tasks	RPLS	SIT	CADD	Hrs	Total	Total
		\$120.00	\$75.00	\$70.00			
Plan & Profile	Utility coordination and research		16		16	\$1,200.00	
	delineation of public and private utility lines on the plan view			80	80	\$5,600.00	
	Ground profiles at center line of the ditch/curb, center line and right-of-way lines of road			24	24	\$1,680.00	
	Delineation of utility lines in the profile view			80	80	\$5,600.00	
	QA/QC	4	12		16	\$1,380.00	
	Project Management				0	\$0.00	
Total							\$15,460.00

CONT
2/2

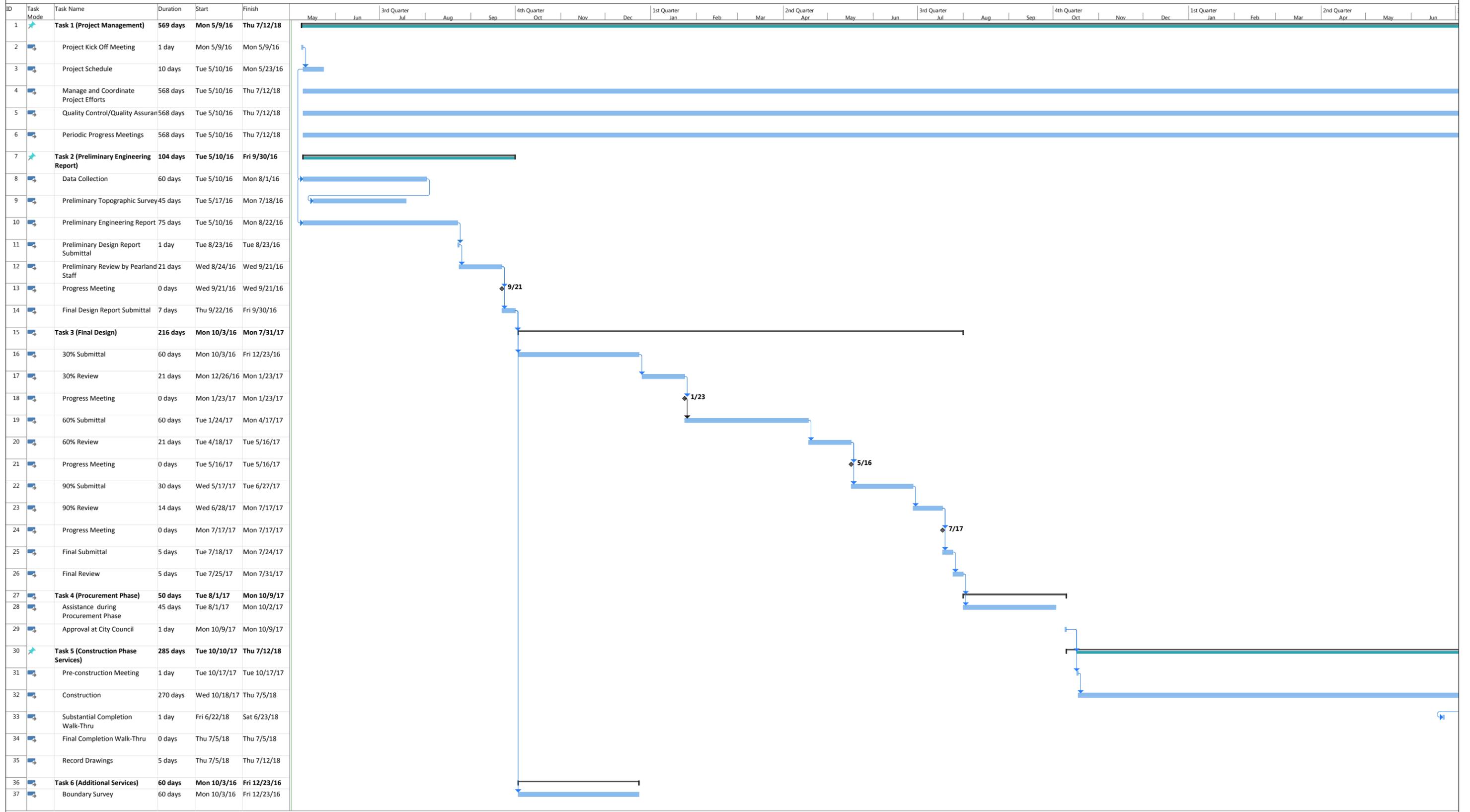
Limit of Survey

Limit of Survey

Orange



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Task Milestone ◆ Project Summary | Inactive Milestone ◆ Manual Task Manual Summary Rollup Start-only External Tasks Deadline Manual Progress
 Split Summary Inactive Task Inactive Summary Duration-only Manual Summary Finish-only External Milestone Progress



CITY OF PEARLAND
Mykawa Lift Stations

- LS Lift Stations
- Force
- Gravity



1 inch = 1,200 feet
 APRIL 2016
 GIS DEPARTMENT

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

RESOLUTION NO. R2016-71

A Resolution of the City Council of the City of Pearland, Texas, authorizing the City manager or his designee to enter into an agreement with 5Engineering, LLC, in the amount of \$575,590.00, for engineering services associated with the Mykawa Lift Stations Project.

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

Section 1. That certain contract for engineering services associated with the Mykawa Lift Stations Project, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a contract for engineering services associated with the Mykawa Lift Stations Project.

PASSED, APPROVED and ADOPTED this the ____ day of _____, A.D.,
2016.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF:	May 9, 2016	ITEM NO.:	R2016-57
DATE SUBMITTED:	April 29, 2016	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Tara Kilpatrick	PRESENTOR:	Tara Kilpatrick
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	May 2, 2016
SUBJECT: Resolution No. R2016-57; A Resolution of the City Council of the City of Pearland, Texas, approving Windstorm Insurance through AmRisc Carriers and Lloyds of London, in the amount of \$631,050 for the period of May 27, 2016 to May 26, 2017.			
EXHIBITS: R2015-57 Exhibit A: 2015-2016 Windstorm Proposals Exhibit B: Statement of Values – Premium by Location Exhibit C: Historical Timeline and Rate Reference			
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: \$631,050 AMOUNT BUDGETED: \$675,841			
AMOUNT AVAILABLE: \$666,506 PROJECT NO.:			
ACCOUNT NO.: 095-0000-555-03-02 and 140-3320-555-03-02			
ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
<input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution			

EXECUTIVE SUMMARY

BACKGROUND

The City of Pearland is required to have windstorm insurance on property and contents located in Brazoria County as Brazoria County is a designated catastrophe zone, one of fourteen Gulf Coast Coastal Counties designated as such. Pearland is located in the Tier 1 Zone, Inland II category.

Windstorm insurance is property insurance that specifically covers loss due to damage by high winds; i.e. hurricane and hail damage. The City’s general property insurance does not cover windstorm therefore, windstorm insurance fills this gap in coverage.

The table below represents windstorm premium renewal history for the City.

Expiration	Limit	Premium Renewal
5/26/2013	\$54,794,293	\$551,960
5/26/2014	\$54,794,293	\$579,559
5/26/2015	\$112,900,574	\$689,146
5/26/2016	\$175,455,506	\$595,258

SCOPE OF CONTRACT

Carriers to provide Windstorm Insurance on \$215.5 million of value for a period of one-year from May 27, 2016 to May 26, 2017.

BID

Pursuant to State law, a municipality may use the competitive sealed proposal process for the purchase of insurance. In the past, windstorm coverage was purchased with The Texas Windstorm Insurance Association (TWIA), which was established by legislative mandate to provide wind and hail insurance for Texas Gulf Coast property owners. The open market was not an option in the past for windstorm insurance as the carriers did not offer coverage in the amounts needed.

The City has a professional services contract with Victor O. Schinnerer & Co. Inc. (VOS). VOS solicited competitive quotes in the open market for our windstorm insurance last year and again this year.

AWARD AND RECOMMENDATION

VOS canvassed the open marketplace and approached twenty-eight different carriers on behalf of the City of Pearland. The City received nine quotes, including a quote from TWIA. Each carrier modeled and reviewed multiple layers (i.e.: primary, buffers, and excess) as well as various terms (eg: deductibles, extensions of coverage, etc.) in an attempt to yield the most competitive placement available. The top five Options are as follows:

1. Option 1 – AmRisc Carriers, with buy down of deductible by Lloyds of London
 - a. Total Value \$180,278,098
 - b. \$100,000 primary carrier deductible per named storm
 - c. \$8,662 buy down deductible to \$10,000
 - d. Premium \$530,003
2. Option 2 – AmRisc Carriers, with buy down of deductible by Lloyds of London
 - a. Total Value \$215,544,991
 - b. \$100,000 primary carrier deductible per named storm
 - c. \$8,662 buy down deductible to \$10,000
 - d. Premium \$631,050
3. Option 3 – Lloyds, Hiscox, Colony, Rickhill & Others
 - a. Total Value \$215,544,991
 - b. Maximum limit of liability for any one occurrence will be \$50 million
 - c. 1% with a \$25,000 minimum and a \$500,000 maximum deductible
 - d. \$44,493 buy down deductible to \$10,000
 - e. Premium \$621,594
4. Option 4 – Arch, AXIS, Colony & Others
 - a. Total Value \$215,544,991
 - b. Maximum limit of liability for any one occurrence will be \$50 million
 - c. 1% with a \$25,000 minimum and a \$100,000 maximum deductible
 - d. \$192,218 buy down deductible to \$10,000
 - e. Premium \$673,360

5. Option 5 – TWIA

- a. Total Value \$58,503,613
- b. Deductible of 1% per item or \$1,000 whichever is greater
- c. Premium \$741,793
- d. Excludes the cost of excess insurance that would be needed as TWIA only insures up to \$4,424,000 per facility, building and contents. Excess coverage may be purchased through TMLIRP (Texas Municipal League Intergovernmental Risk Pool) based on reinsurance approval.

Staff and VOS recommend Option 2, AmRisc Carriers, with buy-down of deductible by Lloyds of London. Including increases in facility values, coverage increased from \$180,278,098 to \$215,544,991, the premium is competitive. Premium of \$631,050 is 3.8% higher than what was paid last year of \$607,926 with the addition of \$35 million in additional coverage. Also, with this year's renewal, we have additional coverage not in last year's policy: outdoor trees/shrubs, unscheduled outdoor coverage and unscheduled buildings

In the past, for windstorm coverage with TWIA, a WPI-8 was required, as such some city facilities did not qualify. Insurance with AmRisc does not require a WPI-8 or inspections for new additions, however the City chooses to continue to ensure a WPI-8 is received on all new facilities.

AmRisc currently writes over 100 cities, counties and ISD's in Texas including but not limited to: Alvin, Brownsville and Pearland ISD's; City of Beaumont, City of Corpus Christi, City of Friendswood, Lake Jackson and Kingsville.

POLICY/GOAL CONSIDERATION

Fiscally Responsible

RECOMMENDED ACTION

Consideration and approval of Resolution 2016-57 of the City Council of the City of Pearland, Texas, approving Windstorm Insurance with AmRisc Carriers and Lloyds of London, written through Victor O. Shinnerer & Co., Inc., in the total cost of \$631,050 for the period of May 27, 2016 to May 26, 2017 and to authorize the City Manager to execute appropriate documents.

RESOLUTION NO. R2016-57

A Resolution of the City Council of the City of Pearland, Texas, approving Windstorm Insurance through AmRisc Carriers and Lloyds of London, in the amount of \$631,050 for the period of May 27, 2016 to May 26, 2017.

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

Section 1. Pursuant to Chapter 252 of the Local Government Code the City obtained Windstorm Insurance pricing to cover City facilities.

Section 2. Pursuant to Section 252.022 of the Texas Local Government Code, the purchase of Windstorm Insurance is necessary to protect and preserve the public safety of the City's residents.

Section 3. That the City Council hereby awards a contract for Windstorm Insurance to AmRisc Carriers and Lloyds of London, in the amount of \$631,050.

Section 4. The City Manager or his designee is hereby authorized to execute a contract for the purchase of Windstorm Insurance.

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

EXHIBIT A

City of Pearland
2016-2017 Wind/Hail Coverage Options-Revised (based on city updates)

Description	Expiring	Option 1-per expiring limits	Option 2-includes all TML Property Locations	Option 3-includes all TML Property Locations	Option 4-includes all TML Property Locations	Option 5-includes all previously insured TWIA Locations
Total Insurable Value	\$ 180,278,098	\$ 180,278,098	\$ 215,544,991	\$ 215,544,991	\$ 215,544,991	\$ 58,503,613
Limit of Liability-Max.	\$ 180,278,098	\$ 180,278,098	\$ 215,544,991	\$ 50,000,000	\$ 50,000,000	\$ 58,503,613
Primary Carrier Deductible per named storm	\$ 100,000	\$ 100,000	\$ 100,000	1% TIV as respects to named storm, subject to max. \$500,000; \$25K all other wind/hail.	1% per unit as respects to named storm, subject to min. \$100,000; \$25K all other wind/hail	1% per item or \$1,000, whichever is greater
Primary & Excess Cost	\$ 598,799	\$ 521,341	\$ 622,388	\$ 577,101	\$ 481,142	\$ 741,793
Cost to buy down deductible to \$10,000	\$ 9,127	\$ 8,662	\$ 8,662	\$ 44,493	\$ 192,218	Option not available
Total Cost	\$ 607,926	\$ 530,003	\$ 631,050	\$ 621,594	\$ 673,360	\$ 741,793
Primary & Excess Carriers	AmRisc	AmRisc	AmRisc	Lloyds, Hiscox, Colony, Rockhill, and others.	Arch, AXIS, Colony, and others.	Texas Windstorm Insurance Association (TWIA)
Deductible Buy Down Carrier	Lloyds of London/WKF&C	Lloyds of London/WKF&C	Lloyds of London/WKF&C	Lloyds of London/WKF&C	Lloyds of London/WKF&C	None
Business Income	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	None
Extra Expense	included with limit of liability-\$1M max	included with limit of liability-\$1M max	\$ 250,000	\$ 250,000	\$ 250,000	None
Outdoor Trees/Shrubs	included with limit of liability-\$100K max	included with limit of liability-\$100K max	\$ 500,000	\$ 500,000	\$ 500,000	
Valuable Papers	included with limit of liability-\$100K max	included with limit of liability-\$100K max	included with limit of liability-\$1M max	included with limit of liability-\$500K max	included with limit of liability-\$500K max	None
Fine Arts-max	None	None	included with limit of liability-\$250K max	included with limit of liability-\$500K max	No sublimit	None
Unscheduled Outdoor Property	None	None	\$ 500,000	\$ 500,000	\$ 500,000	None
Unscheduled Buildings	None	None	\$ 500,000	\$ 500,000	\$ 500,000	None

City of Pearland
2016-2017 Wind/Hail Insurance Renewal Proposal
Option 1 through 5 Narrative & Broker Recommendation

Option 1 (based on expiring) - This option is based on the expiring limits & deductibles. Due to favorable market conditions, Victor O. Schinnerer was able to negotiate approximately a **13% reduction in rate** from expiring. The out of pocket deductible per occurrence will be \$10,000.

Option 2 (Renewal Recommendation)- This option includes all items being insured for Windstorm/Hail Coverage for the schedule included in this proposal. Basically, all these locations are also covered for property through TMLIRP and also includes Fire Station #2, not on TML Schedule. The city also reviewed this schedule and updated values to current replacement cost. The city will be adding approximately \$35,000,000 in additional limits and will incur only **\$23,000** increase in cost from expiring. **This is a 4% increase in cost and an increase in limits by about 20%**. This option further includes \$500,000 in unscheduled outdoor property, \$250,000 in extra expense, \$500,000 unscheduled buildings as well as many other betterments to sub-limits from the expiring coverage.

Option 3 - This option takes into consideration all items being insured for Windstorm/Hail Coverage for the schedule included in this proposal. However, the maximum limit of liability for any one occurrence will be \$50,000,000. Option 3 is \$10,000 less than option 2, but has **\$165,000,000** less in potential pay out. The out of pocket deductible per occurrence will be \$10,000. The lead carrier will be Lloyds of London and excess limits will be insured through 5 other carriers. See quote detailed quote for list of carriers.

Option 4 - This option also takes into consideration all items being insured for Windstorm/Hail Coverage for the schedule included in this proposal. However, the maximum limit of liability for any one occurrence will be \$50,000,000. Option 4 is about \$42,000 higher in cost than option 2 and has **\$165,000,000** less in potential pay out. The out of pocket deductible per occurrence will be \$10,000. The lead carrier will be Arch Specialty and excess limits will be insured through 5 other carriers. See quote detailed quote for list of carriers.

Option 5 - This option is offered through Texas Windstorm Insurance Association (TWIA). This option includes most items that were covered through TWIA for policy year 2013-2014 before the city opted to purchase windstorm insurance through the private sector. Maximum limits of liability for this option is \$58,503,613. With this option, the insured will be assuming more of the risk, because the deductible is 1% per item. The maximum out of pocket deductible in the event of a loss will be \$585,036. In order to quote and add all other locations/structures, TWIA will require a WPI8 for anything built or reconstructed after 1988. This choice is the least viable option for the city.

Summary - Twenty nine insurance markets were approached for the renewal allowing us to utilize different capacity to provide the city with the multiple options for retentions, limits and pricing. Upon review of the quotes, you will notice AmRisc is offering the most competitive terms if the City of Pearland chooses to retain the \$10,000 deductible, while other carriers are providing lower cost/higher retention loss limit options for the city to consider.

Marketing Summary
Named Insured: City of Pearland
Term: 5/26/2016 - 5/26/2017



Market Approached	Underwriter Response
AmRisc	Quoted
ACE	Indicated \$375,000 - \$380,000 for primary \$10M at a 1% with a \$500K max Named Storm
Arch	Quoted
Ariel Specialty	Decline due to occupancy class
Arrowhead	Cannot compete in the primary layer and can only match, not improve upon excess pricing
Aspen	Declined to quote due to aggregation issues in Brazoria County
AXIS	Quoted
Berkshire	Decline; not looking to support a 1% deductible in this area
Catalytic/Rockhill	Quoted
Colony	Quoted
Endurance	Indicated \$337,000 premium for a primary \$10M at a 1% Named Storm deductible; when
General Star	Declined to quote due to 1% and/or a capped Named Storm deductible; cannot support in this area
Hiscox	Quoted
ICAT	Decline due to class of business and outdoor property exposure
IFG	Excess market only; cannot support Named Storm caps
Ironshore	Decline due to wind/hail only
James River	Indicated \$5M x \$5M layer for \$125,000 (we have this quoted at \$90,000)
Kinsale	Excess market only; cannot support Named Storm caps
LIU	Quoted
Lloyds of London	Quoted
Markel	Quoted
Mitsui	Excess only; \$100M minimum attachment point due to modeling results
OneBeacon	Excess only; \$75M minimum attachment point
RLI	Declined; not targeting coastal cities of this size or larger
RSUI	Decline, cannot get close to expiring pricing
Scottsdale	Indicated \$15M x \$10M layer for \$135,000 (we have this quoted at \$120,000)
Starr	Decline due to the 1% deductible
Swiss Re	Due to modeling, indicated double premium of what has been quoted



VICTOR O.
SCHINNERER
& COMPANY, INC.

DETAILED QUOTE AMRISC CARRIERS

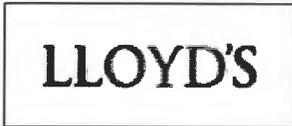


AmRisc A-Rated Carriers

Basket of Securities

As of 8/1/15

AmRisc understands its role as the bridge in bringing stability and security to the E&S marketplace. After spending years developing a "basket of securities", AmRisc works with some of the most financially sound carriers in the insurance industry. By leveraging the financial capacity of several A-rated carriers to offer a subscription policy, AmRisc is able to mitigate risk and the overall fiscal exposure of any one carrier. Producers and Insureds alike can depend on AmRisc for coverages that are secure in the event of a catastrophe.



AM Best A

Lloyd's Chain of Security links policyholders to a high quality well-structured capital base, illustrated by Lloyd's 300+ year track record of paying valid claims. Strong, stable ratings and underwriting expertise contribute to Lloyd's appetite to tackle risks that many other insurers bypass.



AM Best A

QBE the Americas is a division of *QBE Insurance Group*, one of the top 25 insurers and reinsurers worldwide. *QBE Specialty Insurance* is recognized by developing long-term partnerships, executing quickly on new opportunities, and providing quality products /services on both an admitted and non-admitted basis.



AM Best A+

Zurich Program provides specialized insurance to small- and mid-sized commercial and professional markets. In North America, Zurich is a leading commercial property-casualty, providing specialized insurance to small- and mid-sized commercial and professional markets.



AM Best A

Indian Harbor Insurance Company, a subsidiary of XL Group plc, is a U.S.-based, non-admitted excess and surplus lines carrier. XL Group plc, through its subsidiaries, is a global insurance and reinsurance company providing property, casualty, and specialty products to industrial, commercial, and professional firms throughout the world.



AM Best A

The Princeton Excess and Surplus Lines Insurance Company (PELIC) is an insurance company domiciled and admitted in the state of Delaware. PELIC is a domestic surplus lines insurer in Delaware and writes business on a surplus lines basis in all states and the District of Columbia.



AM Best A

General Security Indemnity Company of Arizona (GSINDA) is a sister company to SCOR Reinsurance Company and writes property/casualty reinsurance in the United States. The company specializes in treaties covering commercial and technical risks, as well as offering special risk facultative coverage.



AM Best A

Inter Hannover is a non-life insurance company established in 1979, wholly owned by Hannover Re (one of the world's leading reinsurance groups). Within their business model, they have 2 distribution channels in approaching the insurance market, Agency and Single Risk. Their streamlined team of experts specialize in writing primary insurance business via these channels.



AM Best A

Lexington Insurance Company, an AIG company, is the leading U.S.-based surplus lines insurer. For more than 40 years, Lexington has provided innovative property, casualty, healthcare, personal lines, and specialty lines insurance coverages and services to a wide array of organizations, solidifying Lexington's position as a market leader.



AM Best A

United Specialty Insurance Company is an affiliate of State National Companies. State National operates throughout the United States as a policy issuing carrier providing a bridge between unique market opportunities and reinsurance capacity.



VICTOR O.
SCHINNERER
& COMPANY, INC. **REVISED QUOTE-AMRISC**

DATE: Apr 25, 2016
ATTN: Heena Patel
AGENCY: Victor O. Schinnerer & Co., Inc.
4940828

QUOTATION EXP. DATE: 5/26/2016

Dear Heena,

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted below and those terms originally requested. THIS COVERAGE MAY NOT BE BOUND WITHOUT A FULLY EXECUTED BROKERAGE AGREEMENT.

The terms of the quotation are as follows:

Insured Name: City of Pearland
3519 Liberty Dr.,
Pearland, TX 77581

AmRisc Carriers: Lloyds of London- AM Best A XV
Indian Harbor Insurance Company - AM Best A XV
QBE Specialty Insurance Co - AM Best A XV
Steadfast Insurance Company - AM Best A+ XV
General Security Indemnity Company of Arizona – AM Best A XV
United Specialty Insurance Company – AM Best A VIII
Princeton Excess and Surplus Lines Insurance Co – AM Best A+ XV
International Insurance Company of Hannover – AM Best A+ XV

Term: 5/26/2016 to 5/26/2017

TIV: \$215,544,991 - Breakdown as follows:
Buildings \$173,433,857
Contents \$14,330,887
Other \$26,530,247
Business Income \$1,250,000

Interests Covered: Buildings
 Contents
 Other
 Business Income / Extra Expense

Locations Covered: As Per Schedule

Perils Covered: Wind & Hail Only

Limit of Liability: \$215,544,991 Per Occurrence - Coverage is Scheduled / Not Blanket

Sub-Limits:	\$1,000,000	Accounts Receivable
	\$1,000,000	Builder's Risks
	\$100,000	Builder's Risks Soft Costs
	30 Days	Maximum \$1,000,000, whichever is less - Civil or Military Authority
	60 Days	Maximum \$1,000,000, whichever is less - Contingent Time Element
	25% of loss	or \$5,000,000, whichever is less - Debris Removal
	\$500,000	Electronic Data & Media

\$100,000	Errors & Omissions
180 Days	Extended Period of Indemnity
\$1,000,000	Extra Expense/Expediting Expense
\$250,000	Fine Arts
\$100,000	Fire Brigade Charges
\$15,000	Fungus, Molds, Mildew, Spores, Yeast (Annual Aggregate)
30 Days	Maximum \$250,000, whichever is less - Ingress/Egress
\$100,000	Leased or Rented Equipment, subject to a \$25,000 Max Any One Item
\$100,000	Leasehold Interest
\$100,000	Limited Pollution Coverage (Annual Aggregate)
\$25,000	Lock Replacement
\$500,000	Miscellaneous Unnamed Locations
60 Days	Maximum \$1,000,000 - Newly Acquired Property
Included	in Building Limit - Ordinance or Law - Coverage A
20% Per Bldg	subject to a Max of \$5,000,000 Per Occurrence - Ordinance or Law - Coverage B & C Combined
Included	in Time Element - Ordinance or Law - Coverage D
30 Days	Ordinary Payroll
\$500,000	Plants, Lawns, Trees or Shrubs (Defined Cause of Loss), limited to \$25,000 Any One plant, lawn, tree or shrub
\$100,000	Professional Fees (Annual Aggregate)
\$10,000	Reclaiming, Restoring or Repairing Land Improvement
\$25,000	Reward Reimbursement
\$100,000	Royalties
\$250,000	Service Interruption (72 Hour Qualifying Period)
\$25,000	Spoilage
\$100,000	Transit
\$1,000,000	Valuable Papers and Records
Included	As per Schedule - Sinkhole Loss Extension (AR Sinkhole 01 15)
\$500,000	Unscheduled Outdoor Property

Sublimits apply Per Occurrence, unless noted otherwise. Sublimits are part of, not in addition to, the Limit of Liability shown above.

Deductibles: \$100,000 Per Occurrence

Valuation: Replacement Cost as respects Property Damage, Except Actual Loss Sustained as respects Time Element

Coinurance: Nil as respects Property Damage
1/3rd Monthly Limitation as respects Time Element

Forms: AmRisc Compass

Endorsements: AR TRIA EXCL 02 15
Other endorsements/exclusions as required by Company standards. Available on request.

Terms & Conditions:

- No Flat Cancellations
- 90 Day Notice of Cancellation, except 10 days for nonpayment of premium or material misstatement
- Thirty-Five Percent (35%) Minimum Earned Premium, Subject to the AmRisc Earned Premium Provision
- Fees are fully earned and nonrefundable
- Nonpayment of premium(s) is considered insured's request to cancel - Requested cancellations are subject to short-rate calculations and severe penalties
- Reinstatement penalties shall apply as per AmRisc Payment Terms and Conditions
- Any additional and/or return premium(s) under \$500 shall be waived by the underwriter
- Limits are specific per the Schedule of Values on file with the Company, NOT blanket
- All quotes and binders are subject to satisfactory inspections, recommendation compliance and financials. Inspections shall be ordered by AmRisc, L.P.
- All coverages are as per the standard forms and endorsements in use by AmRisc, L.P. at the time of binding, unless otherwise noted
- Carriers' participation may change at the time of binding or throughout the coverage period

Specific Terms & Conditions:

- 1) All buildings with outstanding damage are excluded
- 2) Coverage excludes all damage directly or indirectly caused by any Named Storm in existence upon AmRisc receipt of written request to bind.
- 3) Coverage explicitly excludes all flooding, including but not limited to flooding during windstorm events.
- 4) This AmRisc Authorization or AmRisc Binder is based on the information submitted on the AmRisc App-SOV. In the event there is conflicting material information between that information shown on the AmRisc App-SOV and other submitted information (Acord forms/etc), the information as shown on the AmRisc App-SOV shall take precedence.
- 5) As respects to coverage for Ordinance and Law, the 50% Damage threshold is removed
- 6) Business Income and Extra Expense are limited to 1/3rd monthly

Warrants:

Warrant no losses last 5 years on properties to be covered unless specified in AmRisc Application.

CRC is responsible for filing all required Surplus Lines Taxes, Filings and Fees.

Premium:	\$592,000.00
Policy Fee	\$750.00 – Fees are 100% Earned
Surplus Lines Tax:	\$28,748.38
Stamping Office Fee:	\$889.13
Total:	\$622,387.50

Option to ELECT Terrorism Coverage:

TRIPRA Premium:	\$29,600.00
Additional Taxes:	\$1,480.00
Total including TRIPRA:	\$653,467.50

Option to buy the deductible down to \$10,000: 8,662.50 additional
Revised Total at \$10,000 deductible: \$631,050



VICTOR O.
SCHINNERER
& COMPANY, INC.

DETAILED QUOTE LLOYDS OF LONDON



VICTOR O.
SCHINNERER
 & COMPANY, INC. **REVISED-QUOTE LLOYDS**

DATE: Apr 25, 2016
 ATTN: Heena Patel
 AGENCY: Victor O. Schinnerer & Co., Inc.
 4940828

QUOTATION EXP. DATE: 5/26/2016

Dear Heena,

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted below and those terms originally requested. THIS COVERAGE MAY NOT BE BOUND WITHOUT A FULLY EXECUTED BROKERAGE AGREEMENT.

The terms of the quotation are as follows:

Insured Name: City of Pearland
 3519 Liberty Dr.,
 Pearland, TX 77581

Carriers: Lloyds of London- AM Best A XV
 Hiscox Inc. on behalf of certain Underwriters at Lloyd's of London – AM Best A XV
 Colony Insurance Company – AM Best A XIII
 Rockhill Insurance Company – AM Best A- XII
 Evanston Insurance Company – AM Best A XV
 Liberty Surplus Insurance Corporation – AM Best A XV

Term: 5/26/2016 to 5/26/2017

TIV: \$215,544,991 - Breakdown as follows:
 Buildings \$195,603,704
 Contents \$17,691,287
 Other \$1,000,000
 Business Income \$1,250,000

Interests Covered: Buildings
 Contents
 Other
 Business Income / Extra Expense

Locations Covered: As Per Schedule

Perils Covered: Wind & Hail Only

Limit of Liability: \$50,000,000 Per Occurrence - Coverage is Scheduled / Not Blanket

Sub-Limits: The following Program Sub-limits apply each occurrence, unless otherwise stated, and shall apply over this Policy and all other policies combined. Said Sub-limits shall not be construed to increase the Sum Insured / Limit of Liability of this Policy

Included	Ordinance or Law Coverage B
\$5,000,000	Ordinance or Law Coverage A(i) and A(ii) Combined
\$5,000,000	Newly Acquired Property (90 Days Reporting)
\$2,500,000	Debris Removal
\$500,000	Fine Arts

\$500,000	Valuable Papers
\$500,000	Accounts Receivable
\$500,000	Miscellaneous Unnamed Locations
\$1,000,000	Outdoor Property except \$500,000 for Trees, Shrubs and Plants
\$100,000	Personal Effects
\$100,000	Pollutant Cleanup and Removal
\$100,000	Property Off Premises (CP 00 99)
\$100,000	Electronic Data Processing
\$100,000	Unintentional Errors and Omissions
\$100,000	Professional Fees
\$100,000	Leasehold Interest
\$100,000	Spoilage
\$25,000	Limited Mold Coverage

Deductibles: 1% of Total Insured Value each occurrence except subject to a minimum of \$25,000 and maximum of \$500,000 each occurrence in respect of Named Storm

\$25,000 each occurrence in respect of All Other Wind and Hail

Valuation: Replacement Cost as respects Property Damage, Except Actual Loss Sustained as respects Time Element

Coinsurance: Nil

Forms: WEH 1994 other amendments, if any, to be agreed by Slip Leader only
 WEH 1992 – Business Interruption Extension
 WEH 1992 – Rental Income Extension
 WEH 1992 – Automatic Acquisition Clause
 NMA 45 (amended) – New Short Rate Cancellation Table Endorsement (U.S.A.)
 NMA 2920 – Terrorism Exclusion Endorsement
 LMA 5219 – U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
 NMA 2340 – USA & Canada, Land, Water and Air Exclusion, Seepage and/ or Pollution and/ or Contamination Exclusion & Debris Removal Endorsement (Combined Clause)
 NMA 2802 – Electronic Date Recognition Exclusion (EDRE)
 NMA 2962 – Biological or Chemical Materials Exclusion
 664THBNA00193 – Mold, Mildew & Fungus Clause and Microorganism Exclusion MAP \$25,000 Annual Aggregate
 NMA 2915 (amended) – Electronic Data Endorsement B
 664THBNA00198 – Minimum Earned Premium Clause (35%)
 664THBNA00195 – Hurricane Minimum Earned Premium Endorsement
 NMA 2419 – Lines Clause
 664THBNA00196 – Loss Payee(s) and/or Mortgagee(s) Interest Clause
 Valuable Papers Extension
 LMA 3100 Sanctions, Limitations and Exclusions Clause
 LMA 5130 Application of Sublimits Endorsement
 Preservation of Property Clause
 Notification of claims to: CRC Insurance Houston
 It is noted and agreed that the term PROPERTY INSURED is amended to read INTEREST INSURED
 Service of Suit Clause as per NMA1998 naming Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019-6829, USA
 Additional Extensions to be added at binding as per sublimits

Excess Forms: CRC Excess Follow Form
 Carrier Specific Forms

Terms & Conditions: -No Flat Cancellations
 -30 Day Notice of Cancellation Clause Per Form
 -Thirty-Five Percent (35%) Minimum Earned Premium subject to Hurricane Minimum Earned Premium endorsement
 -Fees are fully earned and nonrefundable
 -Nonpayment of premium(s) is considered insured's request to cancel - requested cancellations are subject to short-rate calculations and severe penalties
 -Limits are specific per the Schedule of Values on file with the Company, NOT blanket
 -Where the terms 'Insured' and 'Assured' appear herein in relation to the person(s) or

organization(s) insured hereunder, they shall be deemed to be read as synonymous terms

-Where the terms 'Underwriters' and 'Insurers' appear herein they shall be deemed to be read as synonymous terms

-Choice of Law & Jurisdiction: This insurance shall be governed by and construed in accordance with the law of the State of Texas. Each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America as per Service of Suit clause contained herein.

Subject to:

All Quotes and Binders are subject to satisfactory inspections, recommendation compliance and satisfactory financials

General Information:

Local Authority
No Losses 2011-2016

CRC is responsible for filing all required Surplus Lines Taxes, Filings and Fees.

Premium:	\$546,620.00
Policy Fee (\$500/policy)	\$3,000.00 – Fees are 100% Earned
Surplus Lines Tax:	\$26,656.57
Stamping Office Fee:	\$824.43
Total:	\$577,101.00

Option to ELECT Terrorism Coverage:

TRIPRA Premium:	\$50,750.00
Additional Taxes:	\$2,537.50
Total including TRIPRA:	\$630,388.50

Option to buy the deductible down to \$10,000: 44,492.91 additional
Revised Total at \$10,000 deductible: \$621,593.91



VICTOR O.
SCHINNERER
& COMPANY, INC.

DETAILED QUOTE
ARCH SPECIALTY INSURANCE CO.



VICTOR O.
SCHINNERER
& COMPANY, INC.

REVISED QUOTE-ARCH, AXIS, COLONY

DATE: Mar 03, 2016
ATTN: Heena Patel
AGENCY: Victor O. Schinnerer & Co., Inc.
4940828

QUOTATION EXP. DATE: 5/26/2016

Dear Heena,

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted below and those terms originally requested. THIS COVERAGE MAY NOT BE BOUND WITHOUT A FULLY EXECUTED BROKERAGE AGREEMENT.

The terms of the quotation are as follows:

Insured Name: City of Pearland
3519 Liberty Dr.,
Pearland, TX 77581

Carriers: Arch Specialty Insurance Co. – AM Best A+ XV
AXIS Surplus Insurance Company – AM Best A+ XV
Colony Insurance Company – AM Best A XIII
Rockhill Insurance Company – AM Best A- XII
Evanston Insurance Company – AM Best A XV
Liberty Surplus Insurance Corporation – AM Best A XV

Term: 5/26/2016 to 5/26/2017

TIV: \$215,544,991 - Breakdown as follows:
Buildings \$195,603,704
Contents \$17,691,287
Other \$1,000,000
Business Income \$1,250,000

Interests Covered: Buildings
 Contents
 Other
 Business Income / Extra Expense

Locations Covered: As Per Schedule

Perils Covered: Direct Physical Loss or Damage Caused by Wind or Hail Only, excluding Storm Surge

Limit of Liability: \$50,000,000 Per Occurrence - Coverage is Scheduled / Not Blanket

Sub-Limits: \$500,000 Valuable Papers
\$5,000,000 Debris Removal
\$5,000,000 Newly Acquired (60 Days Reporting)
\$1,000,000 Unscheduled Outdoor Property, except \$500,000 for trees, shrubs, plants and \$10,000 any one tree, shrub, plant
\$100,000 Personal Effects
\$100,000 Pollutant Cleanup and Removal
\$100,000 Property Off Premises
\$100,000 Unintentional Errors & Omissions

Included in Building Limit Ordinance or Law - Coverage Part A
\$1,000,000 Ordinance or Law - Parts B & C Combined
\$100,000 Leasehold Interest
\$100,000 Electronic Data Processing
\$500,000 Accounts Receivable

Deductibles: 1% Per Unit of Insurance as respects Named Storm, subject to a minimum \$100,000 Per Occurrence

\$25,000 Per Occurrence as respects All Other Wind/Hail

Valuation: Replacement Cost as respects Property Damage, Except Actual Loss Sustained as respects Time Element

Coinsurance: Nil

Forms: 06 EXP0001 44 02 07 TEXAS COMMERCIAL PROPERTY DECLARATIONS (ASIC)
00 ML0012 00 01 03 SCHEDULE OF FORMS AND ENDORSEMENTS
00 ML0042 44 07 09 IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS
06 ML0002 00 12 14 SIGNATURE PAGE (ARCH SPECIALTY)
00 EXP0009 00 11 14 MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE
00 EXP0091 00 11 03 COMMON POLICY CONDITIONS
00 ML0003 00 04 12 SERVICE OF SUIT
06 CP0002 00 03 08 CLAIMS HANDLING PROCEDURES (Arch Specialty Ins. Co.)
00 EXP0125 00 06 06 TOTAL TERRORISM EXCLUSION
00 EXP0127 00 06 06 EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL,
OR CHEMICAL TERRORISM
00 MLT0031 00 01 15 TERRORISM COVERAGE DISCLOSURE NOTICE
00 ML0065 00 06 07 U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS
CONTROL ("OFAC")
00 EXP0078 00 01 16 OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
00 EXP0003 00 08 14 EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS
00 EXP0004 00 08 15 ELECTRONIC DATA LOSS OR DAMAGE - EXCLUSION
00 EXP0189 00 02 15 ASBESTOS MATERIAL REMOVAL LIMITATION
00 EXP0190 00 02 15 AUTHORITIES EXCLUSION
00 EXP0192 00 03 15 EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
00 EXP0191 00 02 15 POLLUTANTS TOTAL EXCLUSION ENDORSEMENT
02 EXPD 00 09 02 COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
00 EXP0092 00 08 14 BUILDING AND PERSONAL PROPERTY COVERAGE FORM
00 EXP0095 00 08 14 BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE
FORM
00 EXP0100 00 08 14 CAUSES OF LOSS - SPECIAL FORM
00 EXP0195 00 03 15 NAMED WINDSTORM PERCENTAGE DEDUCTIBLE ENDORSEMENT
(REPORTED VALUE)
00 ML0207 00 11 03 SCHEDULE OF SUBLIMITS
00 EXP0161 00 06 14 LEASEHOLD INTEREST COVERAGE FORM
00 EXP0052 00 11 14 NEWLY ACQUIRED PROPERTY
00 EXP0105 00 08 14 ORDINANCE OR LAW COVERAGE
00 EXP0174 00 06 14 UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT
00 EXP0101 00 08 14 COMMERCIAL PROPERTY CONDITIONS
02 CIMD001 00 09 02 COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS
00 EXP0115 00 08 14 ACCOUNTS RECEIVABLE COVERAGE FORM
00 EXP0044 00 08 15 INFORMATION SYSTEMS COVERAGE FORM
00 EXP0117 00 08 14 VALUABLE PAPERS AND RECORDS COVERAGE FORM
00 EXP0118 00 11 14 COMMERCIAL INLAND MARINE CONDITIONS

Excess Forms: CRC Excess Follow Form
Carrier Specific Forms

Terms & Conditions: -No Flat Cancellations
-30 Day Notice of Cancellation Clause Per Form
-Thirty-Five Percent (35%) Minimum Earned Premium subject to Hurricane Minimum
Earned Premium endorsement
-Fees are fully earned and nonrefundable
-Nonpayment of premium(s) is considered insured's request to cancel - requested

cancellations are subject to short-rate calculations and severe penalties
-Limits are specific per the Schedule of Values on file with the Company, NOT blanket
-Storm Surge is excluded

Subject to:

All Quotes and Binders are subject to satisfactory inspections, recommendation compliance and satisfactory financials

CRC is responsible for filing all required Surplus Lines Taxes, Filings and Fees.

Premium:	\$455,230.00
Policy Fee (\$500/policy)	\$3,000.00 – Fees are 100% Earned
Surplus Lines Tax:	\$22,224.16
Stamping Office Fee:	\$687.35
Total:	\$481,141.50

Option to ELECT Terrorism Coverage:

TRIPRA Premium:	\$42,250.00
Additional Taxes:	\$2,112.50
Total including TRIPRA:	\$525,504.00

Anticipated Total at a \$10,000 deductible: \$673,360

Victor O. Schinnerer & Company, Inc.
Windstorm & Hail Proposal

PROPOSAL ACCEPTANCE FORM

This form must be signed and returned to Victor O. Schinnerer & Company, Inc. no later than **May 11th**.

Please Return To:

Victor O. Schinnerer & Company, Inc.
3100 Wilcrest Drive, Ste 200
Houston, TX 77042
Phone: (800) 284-4747
Email to Heena.A.Patel@Schinnerer.com

PREMIUM PAYMENT

(Payment will be sent to Victor O. Schinnerer & Co., Inc.)

Windstorm & Hail Coverages Accepted

Selection	Option #	Total Limit	Premium
<input type="checkbox"/>			
<input type="checkbox"/>			

By accepting this proposal, you acknowledge and understand a minimum policy premiums may apply, you have met all eligibility requirements regarding flood coverage at certain locations and you have reviewed the windstorm location's schedule and are in agreement with the locations and limits used in this proposal.

I, the undersigned, as an authorized representative of:

City of Pearland

do hereby accept on behalf of the above named political subdivision the portions of the proposal as indicated above.

Signature of Authorized

Official: _____

Title: _____

Date: _____

TMLIRP OFFICE USE ONLY

Contribution: _____ Verified by: _____ Contract #: _____

New Member Member Re-awarding Member Adding Coverage

AmRisc Property Application and Statement of Values



Unless notified otherwise, completion of this form replaces the application, statement of values, hard copy loss runs and formally executed loss letters. This form contains the information submitted to date. The form must be **completed**, signed and returned for underwriter's review and acceptance **within 30 days of inception**. Any inaccurate information identified on the returned form is automatically deemed noted and agreed by underwriters upon receipt, so **please return as soon as possible**.

Named Insured: City of Pearland **Account ID:** 392803
Mailing Address: 3519 Liberty Drive Pearland TX 77581
Nature of business: Muni

Loc No.	Address	City	State	Zip	Building Area (Sq. ft.)	% Automatic Sprinklers	Original Year Built	ISO Const. (1 to 6)	No. of buildings	Initial each Section
1	Per Schedule on file with AmRisc									
2										
3										
4										
5										
6										
Totals:					507,990	0%			489	

If you have any questions regarding the type of construction or other information, discuss with your agent prior to signing this application.

Valuation:	RCV	RCV	ALS		
Coins:	100%	100%	1/3rd ML		
Loc No.	Building	BPP	B/EE	Loc TIV	
1	Per Schedule on file with AmRisc				
2					
3					
4					
5					
6					
Totals:		\$173,433,857	\$40,861,134	\$1,250,000	\$215,544,991

These values often form the basis of the policy's limit of liability. Please review carefully.

List ALL losses caused by requested perils for the prior 5 years that did or may exceed the specified threshold. Please add any losses if not listed. Incomplete loss history is considered material and may void coverage. **Threshold: \$5,000**

DOL	Description/COL	Incurred	Status (O/C)	DOL	Description/COL	Incurred	Status (O/C)
05/26/13	Property	\$24,132	C				
09/13/08	Hurricane Ike	\$1,698,757	C				

Has any policy or coverage been declined, cancelled or non-renewed during the prior 3 years (not applicable in MO.)	NO	Has any applicant been convicted of arson in the past 10 years?	NO
Is the applicant a S-Chapter Corporation, partnership or any other type of sole proprietor organization?	NO	Any bankruptcies or tax credit liens against applicant in prior 5 years?	NO
Does the applicant have any reason that they would not be aware of all losses for the prior 5 years?	NO	Has net income been negative for 2 of the past 3 years? If so, please attach financials or tax returns for 3 years.	NO
For apartments, are there any HUD managed or Section 8 developments?	NO	If habitational, is there any aluminum distribution wiring?	NO

Explain any Yes answers. If necessary, add additional pages, which are hereby made part of the application.

Warranties:
Warrant no losses last 5 years on properties to be covered unless specified in AmRisc Application.

List any Discrepancies. Discrepancies received by underwriters prior to a loss shall be deemed noted and agreed by underwriters. However, additional premium may be charged as of the date the information is received by underwriters.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. Severe cancellation penalties apply to CAT exposed property - Form is available upon request. Carriers' participation may change prior to binding or throughout the coverage period.

To the best knowledge of the applicant and the producer, the above information is true and complete. Initial each Section.

Applicant Printed Name	Title	Producer Printed Name
Applicant Signature	Date	Producer Signature Date

Initial Each Section Above

AR APP 11 09

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

INSURED: City of Pearland

Account ID: 392803

LIMITS: As per the attached Authorization or Indication

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage you purchase for 'acts of terrorism' shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate unless the TRIA Program is reauthorized or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input type="checkbox"/>	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$29600
<input type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

This notice applies to the following carriers and their respective participation quoted herein:

- Certain Underwriters at Lloyds
- Indian Harbor Insurance Company
- QBE Specialty Insurance Co.
- Steadfast Insurance Company
- General Security Indemnity Company of Arizona
- United Specialty Insurance Company
- Lexington Insurance Company
- Princeton Excess and Surplus Lines Insurance Co
- International Insurance Company of Hannover

If the policy issued by AmRisc, LP excludes Flood, the following shall apply:

Flood Exclusion Acknowledgement

I understand the policy issued by AmRisc, LP does NOT provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flooding, including flooding and/or storm surge from windstorm events, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

If the policy issued by AmRisc, LP includes Flood, the following shall apply:

Flood Coverage

I understand the policy issued by AmRisc, LP does provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events, will be subject to the Flood sublimit stated elsewhere in the policy

I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by AmRisc, LP may be cancelled or non-renewed. I have read and I understand the information above.

Named Insured: City of Pearland
Account No.: 392803

Policyholder/Applicant's Signature

Print Name

Date

EXHIBIT B

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
1	Animal Control/Adoption Center	2002 Old Alvin Rd	Pearland	1996	1	\$725,749.00	\$150,000.00	4582	4	X
2	Chamber Of Commerce/Deck.Railing/Flag Pole	3501 Liberty Dr	Pearland	1980	1	\$190,781.58	\$0.00	2019	1	X
3	City Hall/Flag Pole	3519 Liberty Dr	Pearland	1987	1	\$6,998,400.00	\$1,120,400.00	31513	4	X
4	Community Center	3523 Liberty Dr	Pearland	1982	1	\$4,940,848.00	\$150,000.00	23694	4	X
5	EMS Building & Communications Tower	2010 Old Alvin Rd	Pearland	1981	1	\$948,269.53	\$100,000.00	9280	3	X
6	Fire Sub-Station (#2)	2838 McLean Rd	Pearland	1981	1	\$281,917.97	\$78,310.00	2100	3	X
7	Fire Sub-Station (#3)	1751 Broadway St	Pearland	1981	1	\$389,559.38	\$60,785.00	2100	3	AE
10	Melvin Knapp Building/Fence/Flag pole/Gate	2424 S Park Ave	Pearland	1992	1	\$2,061,883.00	\$175,000.00	10936	4	X
11	Fire Station	2703 Veterans Dr	Pearland	1986	1	\$3,461,748.00	\$50,000.00	19782	4	AE
12	Radio Tower	3501 E Orange St	Pearland	1980	0	\$12,301.88	\$0.00	0		X
13	Service Center/Fire Station FS# 1/Brick & Block	3501 E Orange St	Pearland	1968	1	\$6,285,400.00	\$421,000.00	14868	3	X
16	Shop Building #B	3501 E Orange St	Pearland	1968	1	\$153,773.44	\$100,000.00	4000	3	X
17	Shop Building #A	3501 E Orange St	Pearland	1978	1	\$170,483.48	\$100,000.00	4000	3	X
18	Vehicle Repair Shop/Block & Brick Walls/Generator	3501 E Orange St	Pearland	1968	1	\$527,032.83	\$82,100.00	5740	3	X
19	Well #2 (Above Ground Only) & Fence	2838 McLean Rd	Pearland	1976	0	\$106,821.28	\$64,000.00	0		X
21	GST & Booster Pump	1801 E Broadway St	Pearland	1968	0	\$473,827.22	\$10,000.00	0		AE
22	Well #7 (Above Ground Only) & Fence	3812 #1 Magnolia St	Pearland	1978	0	\$106,821.28	\$69,000.00	0		AE
26	Well #4 (Above Ground Only) & Fence DELETE	2335 Texas St	Pearland	1976	0	\$106,821.28	\$57,000.00	0		X
27	Well #6 (Above Ground Only) & Fence	3501 Liberty Dr	Pearland	1978	0	\$106,821.28	\$69,000.00	0		X
29	Hand Held/Mobile Radios	Various	Pearland	1986	0	\$0.00	\$1,600,000.00	0		AE
30	Blower Building	1902 1/2 Barry Rose Rd	Pearland	1986	1	\$285,506.02	\$500,000.00	1490	4	AE
31	Tool House	1902 1/2 Barry Rose Rd	Pearland	1986	1	\$4,305.66	\$1,500.00	121	1	AE
32	Centrifuge Building	1902 1/2 Barry Rose Rd	Pearland	1986	1	\$205,031.25	\$500,000.00	289	1	AE
35	Bleach Building	1902 1/2 Barry Rose Rd	Pearland	1986	1	\$18,452.81	\$5,000.00	48	1	AE
36	Dechlor Building	1902 1/2 Barry Rose Rd	Pearland	1986	1	\$3,075.47	\$5,000.00	24	1	AE
39	Basin Tanks	1902 1/2 Barry Rose Rd	Pearland	1986	0	\$102,515.63	\$50,000.00	0		AE
40	Dechlor Building	2727 Dixie Farm Rd	Pearland	1985	1	\$4,613.20	\$3,000.00	24	1	AE
41	Bleach Building	2727 Dixie Farm Rd	Pearland	1985	1	\$10,764.14	\$5,000.00	36	1	AE
42	All Clarifiers	2727 Dixie Farm Rd	Pearland	2000	0	\$205,031.25	\$100,000.00	0		AE
43	All Aerators	2727 Dixie Farm Rd	Pearland	2000	0	\$205,031.25	\$100,000.00	0		AE
44	Office	2727 Dixie Farm Rd	Pearland	1985	1	\$51,257.81	\$10,000.00	288	1	AE
46	Centrifuge Building	2727 Dixie Farm Rd	Pearland	1985	1	\$205,031.25	\$500,000.00	289	1	AE
47	All Digesters	2727 Dixie Farm Rd	Pearland	1985	0	\$102,515.63	\$10,000.00	0		AE
51	Fuel Shelter	3501 E Orange St	Pearland	1996	1	\$40,186.13	\$16,000.00	1120	3	X
52	Equipment/Maintenance Shed	3501 E Orange St	Pearland	1996	1	\$112,357.13	\$105,000.00	5500	3	X
54	Well #8 (Above Ground Only) & Fence	13705 Garden Rd	Pearland	1997	0	\$106,821.28	\$100,000.00	0		AE
55	Gazebo/Ramp Railing	3501 Liberty Dr	Pearland	1996	1	\$46,132.03	\$0.00	309	1	AE
56	Public Works Superintendants Office	2010A Old Alvin Rd	Pearland	1997	1	\$223,689.09	\$82,000.00	2400	3	X
57	Blower Building	2727 Dixie Farm Rd	Pearland	1965	1	\$49,104.98	\$300,000.00	570	4	AE
59	Fire Training Tower	2703 Veterans Dr	Pearland	1998	1	\$1,537,734.38	\$0.00	2671	5	AE

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
61	Library/(2) Flag Poles/(2) Gates/Brick Wall	3522 Liberty Dr	Pearland	2000	1	\$3,411,720.00	\$500,000.00	20684	1	X
63	Sample Building	2727 Dixie Farm Rd	Pearland	1966	1	\$2,050.31	\$5,000.00	16	1	AE
65	Pump Pit (10 in.)	2727 Dixie Farm Rd	Pearland	1985	0	\$128,144.53	\$0.00	0		AE
66	Wet Well	2727 Dixie Farm Rd	Pearland	1985	0	\$126,606.80	\$0.00	0		AE
67	Mono Pit	2727 Dixie Farm Rd	Pearland	1985	0	\$51,257.81	\$0.00	0		AE
68	SWEC Blower Building	5900 Magnolia St	Pearland	2000	1	\$299,858.20	\$142,000.00	1916	4	AE
69	SWEC Control/Administration Building	5900 Magnolia St	Pearland	2000	1	\$351,321.05	\$534,000.00	1223	4	AE
70	SWEC Centrifuge Building/Dewatering	5900 Magnolia St	Pearland	2000	1	\$178,377.19	\$315,000.00	1838	3	AE
71	SWEC Splitter Structure	5900 Magnolia St	Pearland	2000	0	\$129,169.69	\$66,000.00	0		AE
75	SWEC Non-Potable/Potable System	5900 Magnolia St	Pearland	2000	0	\$62,025.03	\$44,000.00	0		AE
76	Generator	5900 Magnolia St	Pearland	2000	0	\$30,754.69	\$251,000.00	0		AE
79	SWEC Lift Station	5900 Magnolia St	Pearland	2000	0	\$230,660.16	\$0.00	0		AE
82	SWEC Fuel Tank	5900 Magnolia St	Pearland	2000	0	\$15,377.34	\$0.00	0		AE
83	SWEC Fences	5900 Magnolia St	Pearland	2000	0	\$48,284.86	\$0.00	0		AE
84	SWEC Outside Lights	5900 Magnolia St	Pearland	2000	1	\$8,201.25	\$0.00	7056		AE
85	Leased Bldg (Neighborhood Ctr/Clinic)	2335 N Texas St	Pearland	1961	1	\$676,193.06	\$0.00	7056	4	X
86	Fire Station #4/Wall/Generator/Fence/Gate/Flag	8333 Freedom Dr	Pearland	2002	1	\$3,567,616.00	\$293,250.00	9010	4	X
87	500k gal Elevated Water Tank (102ft)	3502 Liberty Dr	Pearland	1999	1	\$1,873,165.50	\$0.00	0	3	X
88	500k Elevated Water Tank (100ft)	3702 Alice St	Pearland	2010	0	\$1,865,374.31	\$0.00	0	3	X
89	1M gal Elevated Water Tank (105ft)	2529 Cullen Blvd	Pearland	2002	0	\$3,146,614.59	\$0.00	0	3	X
90	500k gal Elevated Water Tank (100ft)	2838 McLean Rd	Pearland	2009	0	\$1,865,374.31	\$0.00	0	3	X
91	Maintenance & Office	3509 E Orange St	Pearland	1980	1	\$677,628.28	\$125,000.00	10292	4	X
92	Storage/Equipment	3509 E Orange St	Pearland	1980	1	\$55,255.92	\$0.00	2480	3	X
93	Storage/Equipment	3509 E Orange St	Pearland	1980	1	\$153,773.44	\$65,000.00	512	1	X
95	Pavilion	3919 Liberty Dr	Pearland	2003	1	\$785,577.23	\$0.00	12800	3	AE
96	Restrooms	3919 Liberty Dr	Pearland	1996	1	\$66,635.16	\$0.00	300	2	AE
97	NW Wastewater Treatment Plant	1818 Reflection Bay Dr	Pearland	2003	0	\$6,589,601.86	\$1,591,000.00	0		AE
98	EMS Facility REMOVE	3205 Yost Blvd	Pearland	1959	1	\$113,279.77	\$45,000.00	2327	1	X
100	Covered Walkway	3519 Liberty Dr	Pearland	1987	1	\$8,201.25	\$0.00	723	3	AE
101	Outdoor Lighting	3919 Liberty Dr	Pearland	1987	0	\$28,909.41	\$0.00	0		AE
102	BBQ Pavilion/Shelter	3919 Liberty Dr	Pearland	1981	1	\$46,132.03	\$0.00	1200	4	X
104	Outdoor Lighting	3522 Liberty Dr	Pearland	1987	0	\$25,628.91	\$0.00	0		AE
105	Outdoor Lighting	2703 Veterans Dr	Pearland	1986	0	\$46,747.13	\$0.00	0		AE
107	Pavilion (1 of 2)	3219 McLean Rd	Pearland	1986	1	\$46,132.03	\$0.00	1374	3	AE
108	Concession Stand/(2) Flag Poles	3219 McLean Rd	Pearland	1988	1	\$256,289.06	\$45,000.00	1414	4	AE
109	Fence	3219 McLean Rd	Pearland	1986	0	\$82,012.50	\$0.00	0		AE
110	Bleachers (8)	3219 McLean Rd	Pearland	1986	0	\$53,308.13	\$0.00	0		AE
111	Scoreboards (4)	3219 McLean Rd	Pearland	1986	0	\$76,886.72	\$0.00	0		AE
112	Stadium Lights-Fields/Sport Courts	3219 McLean Rd	Pearland	1986	0	\$596,948.48	\$0.00	0		AE
113	Outdoor Lights	3219 McLean Rd	Pearland	1986	0	\$20,503.13	\$0.00	0		AE
114	Fencing	2727 Dixie Farm Rd	Pearland	1965	0	\$42,441.47	\$0.00	0		AE

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
115	Treatment Screen	2727 Dixie Farm Rd	Pearland	1965	0	\$125,479.13	\$100,000.00	0		AE
116	Lift Station #2	2727 Dixie Farm Rd	Pearland	1965	0	\$333,175.78	\$0.00	0		AE
118	Aeration Basins w/Diffusion Sep	2727 Dixie Farm Rd	Pearland	1965	0	\$102,515.63	\$0.00	0		AE
120	Infrastructure Pipe/Valve	2727 Dixie Farm Rd	Pearland	1965	0	\$215,487.84	\$0.00	0		AE
127	Sample Building	1902 1/2 Barry Rose Rd	Pearland	1967	1	\$2,050.31	\$0.00	16	1	AE
130	Aeration Basin	1902 1/2 Barry Rose Rd	Pearland	1967	0	\$2,348,427.94	\$0.00	0		AE
131	Air Diffusion System	1902 1/2 Barry Rose Rd	Pearland	1967	0	\$512,578.13	\$0.00	0		AE
132	Lift Station	1902 1/2 Barry Rose Rd	Pearland	1967	0	\$426,465.00	\$0.00	0		AE
133	Clarifier	1902 1/2 Barry Rose Rd	Pearland	1967	0	\$1,824,880.64	\$0.00	0		AE
135	Treatment Screens	1902 1/2 Barry Rose Rd	Pearland	1967	0	\$237,323.67	\$0.00	0		AE
136	Flow Meters	1902 1/2 Barry Rose Rd	Pearland	1967	0	\$19,272.94	\$0.00	0		AE
137	Fencing	1902 1/2 Barry Rose Rd	Pearland	1967	0	\$114,407.44	\$0.00	0		AE
141	Sampler Building	5900 Magnolia St	Pearland	1999	1	\$2,050.31	\$0.00	16	1	AE
145	460k gal Grd Water Tank (Welded Steel)	1801 FM 518	Pearland	1982	0	\$512,578.13	\$0.00	0	3	AE
146	Pumps/Motors	2711 1/2 Tipperary Green	Pearland	1988	0	\$33,215.06	\$0.00	0		AE
147	210k gal Grd Water Tank (Bolted Steel)	2711 1/2 Tipperary Green	Pearland	1988	0	\$256,289.06	\$0.00	0	3	AE
148	Pumps/Motors	2838 McLean Rd	Pearland	1962	0	\$102,515.63	\$300,000.00	0		AE
151	460k gal Grd Water Tank (Welded Steel)	2838 McLean Rd	Pearland	1962	0	\$514,935.98	\$0.00	0	3	X
152	Pumps/Motors	3812 #1 Magnolia St	Pearland	1983	0	\$102,515.63	\$400,000.00	0		AE
153	460k gal Grd Water Tank (Bolted Steel)	3812 #1 Magnolia St	Pearland	1983	0	\$512,578.13	\$0.00	0	3	AE
155	460k gal Grd Water Tank (Bolted Steel)	3502 Liberty Dr	Pearland	1982	0	\$512,578.13	\$0.00	0	3	AE
156	Pumps/Motors	3502 Liberty Dr	Pearland	1982	0	\$102,515.63	\$400,000.00	0		AE
160	327k gal Grd Water Tank (Bolted Steel)	2335 Texas St	Pearland	1967	0	\$358,804.69	\$0.00	0	3	AE
161	Pumps/Motors	2335 Texas St	Pearland	1967	0	\$102,515.63	\$300,000.00	0		AE
162	460k gal Grd Water Tank (Bolted Steel)	13711 Garden Rd	Pearland	1996	0	\$512,578.13	\$0.00	0	3	AE
163	Pumps/Motors	13711 Garden Rd	Pearland	1996	0	\$560,965.50	\$0.00	0		AE
164	Lift Station	2704 Cullen Blvd	Pearland	2004	0	\$512,578.13	\$0.00	0		AE
165	Fence at Lift Station	2704 Cullen Blvd	Pearland	2004	0	\$4,715.72	\$0.00	0		AE
167	Lift Station	2814 Miller Ranch Rd	Pearland	2004	0	\$171,303.61	\$0.00	0		AE
170	Pavilion (2 of 2)	3219 McLean Rd	Pearland	1986	1	\$46,132.03	\$0.00	1374	3	AE
171	300kW Diesel Generator	1907 Alameda Rd	Pearland	0	0	\$132,245.16	\$0.00	0		AE
172	450kW Diesel Generator	2529 Cullen Blvd	Pearland	0	0	\$168,843.23	\$0.00	0		X
173	600k Grd Water Tank (Bolted Steel)	2529 Cullen Blvd	Pearland	0	0	\$475,000.00	\$0.00	0	3	X
174	265kW Diesel Generator	13711 Garden Rd	Pearland	0	0	\$124,453.97	\$0.00	0		AE
175	230kW Diesel Generator	2838 McLean Rd	Pearland	0	0	\$128,144.53	\$0.00	0		X
176	Tarped Shelter #1	3219 McLean Rd	Pearland	2000	1	\$6,150.94	\$0.00	324	3	AE
177	Tarped Shelter #2	3219 McLean Rd	Pearland	2000	1	\$6,150.94	\$0.00	324	3	AE
178	Tarped Shelter #3	3219 McLean Rd	Pearland	2000	1	\$6,150.94	\$0.00	324	3	AE
179	Tarped Shelter #4	3219 McLean Rd	Pearland	2000	1	\$6,150.94	\$0.00	324	3	AE
180	Tarped Shelter #5	3219 McLean Rd	Pearland	2000	1	\$6,150.94	\$0.00	324	3	AE
181	Tennis Court/Fence/Gates/Light Poles	3219 McLean Rd	Pearland	2000	0	\$230,660.16	\$0.00	0		AE

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
182	Tennis Court	3219 McLean Rd	Pearland	2000	0	\$117,892.97	\$0.00	0		AE
183	265kW Diesel Generator	3812 #1 Magnolia St	Pearland	0	0	\$124,453.97	\$0.00	0		AE
185	55kW Diesel Generator	3519 Liberty Dr	Pearland	2003	0	\$49,104.98	\$0.00	0		X
186	Bath House	3919 Liberty Dr	Pearland	1969	1	\$512,578.13	\$20,000.00	3007	2	X
187	Main Pool	3919 Liberty Dr	Pearland	1986	0	\$1,230,187.50	\$0.00	9176		X
188	Kiddie Pool	3919 Liberty Dr	Pearland	1986	0	\$51,257.81	\$0.00	620		X
189	Pool Pump Shelter/Fence/Gates/Equipment	3919 Liberty Dr	Pearland	1969	1	\$47,567.25	\$100,000.00	480	3	X
190	Pool Shelter/Picnic Tables	3919 Liberty Dr	Pearland	1982	1	\$35,880.47	\$0.00	682	3	X
191	Restrooms	3919 Liberty Dr	Pearland	1982	1	\$66,635.16	\$0.00	432	2	X
192	Pavilion/Picnic Tables	3919 Liberty Dr	Pearland	1986	1	\$25,628.91	\$0.00	480	3	X
205	Tennis Courts (4)/Fences (2)/Gates (2)/Poles (6)	3919 Liberty Dr	Pearland	1986	0	\$256,289.06	\$0.00	0		X
206	Gazebo/Picnic Tables	1317 Pine Forest Dr	Pearland	2002	1	\$29,114.44	\$0.00	509	3	X
207	Picnic Shelter #1	1317 Pine Forest Dr	Pearland	2002	1	\$3,075.47	\$0.00	144	3	X
208	Picnic Shelter #2	1317 Pine Forest Dr	Pearland	2002	1	\$3,075.47	\$0.00	144	3	X
209	Shelter	1317 Pine Forest Dr	Pearland	2002	1	\$1,537.73	\$0.00	96	3	X
210	Junior High East Recreation Office/Deck/Railing	2315 Old Alvin Rd	Pearland	2000	1	\$50,642.72	\$0.00	640	1	X
211	Pavilion	2221 Westminister St	Pearland	1995	1	\$25,628.91	\$0.00	400	3	X
212	Storage	2002 Old Alvin Rd	Pearland	2000	1	\$6,150.94	\$3,000.00	240	1	X
213	Horse Stall	2002 Old Alvin Rd	Pearland	2004	1	\$3,690.56	\$1,200.00	456	3	X
214	Storage	2010 Old Alvin Rd	Pearland	1980	1	\$8,713.83	\$10,000.00	288	1	X
215	Material Bunker	3501 E Orange St	Pearland	2000	1	\$25,013.81	\$0.00	2310	3	X
218	Shelter #1	2703 Veterans Dr	Pearland	1984	1	\$717.61	\$0.00	120	1	AE
219	Shelter #2	2703 Veterans Dr	Pearland	1984	1	\$717.61	\$0.00	120	1	AE
220	Shelter #3	2703 Veterans Dr	Pearland	1984	1	\$717.61	\$0.00	120	1	AE
222	Detached Garage REMOVE	3205 Yost Blvd	Pearland	1970	1	\$10,251.56	\$0.00	336	1	X
223	1.7M gal Grd Water Tank #1 (Welded Steel	1907 Alameda Rd	Pearland	2002	0	\$2,050,312.50	\$0.00	0	3	AE
225	Evidence Storage in 5 Steel Shipping Containers	2555 Cullen Blvd	Pearland	0	0	\$0.00	\$15,000.00	0	3	X
226	Pump Houses/Well/Pumps/Ctrls/Equip/Fence	2529 Cullen Blvd	Pearland	2000	0	\$307,546.88	\$500,000.00	0	6	X
227	Railroad Caboose	3501 Liberty Dr	Pearland	1950	0	\$51,257.81	\$1,000.00	240	1	X
228	Communications Tower/Repeaters/Amps	2010A Old Alvin Rd	Pearland	0	0	\$22,553.44	\$0.00	0		X
229	SCADA Center	1907 Alameda Rd	Pearland	2002	1	\$62,739.56	\$400,000.00	712	4	AE
230	1.7M gal Grd Water Tank #2 (Welded Steel	1907 Alameda Rd	Pearland	2005	0	\$2,050,312.50	\$0.00	0	3	AE
231	Westside Event Center/(2) Gates/Brick Wall Enc	2050 Country Place Pkwy	Pearland	2005	1	\$1,537,734.38	\$40,000.00	5974	4	X
232	Playground	2050 Country Place Pkwy	Pearland	2005	0	\$205,031.25	\$0.00	0		X
233	Large Playground Shelter	2050 Country Place Pkwy	Pearland	2005	1	\$15,377.34	\$0.00	1260	3	X
234	Small Playground Shelter	2050 Country Place Pkwy	Pearland	2005	1	\$3,588.05	\$0.00	513	3	X
235	Pavilion/Restrooms	2050 Country Place Pkwy	Pearland	2005	1	\$179,402.34	\$0.00	1989	4	X
236	Picnic Shelter/Picnic Table/BBQ Pit (1 of 4)	2050 Country Place Pkwy	Pearland	2005	1	\$3,075.47	\$0.00	144	3	X
237	Picnic Shelter/Picnic Table/BBQ Pit (2 of 4)	2050 Country Place Pkwy	Pearland	2005	1	\$3,075.47	\$0.00	144	3	X
238	Picnic Shelter/Picnic Table/BBQ Pit (3 of 4)	2050 Country Place Pkwy	Pearland	2005	1	\$3,075.47	\$0.00	144	3	X
239	Picnic Shelter/Picnic Table/BBQ Pit (4 of 4)	2050 Country Place Pkwy	Pearland	2005	1	\$3,075.47	\$0.00	144	3	X

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
240	Parking Lights (12)	2050 Country Place Pkwy	Pearland	2005	0	\$25,628.91	\$0.00	0		X
241	Shade Shelter 1/Benches	2050 Country Place Pkwy	Pearland	2005	1	\$4,613.20	\$0.00	196	3	X
242	Shade Shelter 2	2050 Country Place Pkwy	Pearland	2005	1	\$4,613.20	\$0.00	196	3	X
243	Fences (2)/Gates (2)	2050 Country Place Pkwy	Pearland	2005	0	\$17,837.72	\$0.00	0	3	X
244	Wastewater Treatment Plant	3711 Soho Dr	Pearland	1983	0	\$3,895,593.75	\$0.00	0		X
246	Lift Station #1 & Fence	4035 Crystal Lake Cir N	Pearland	1996	0	\$169,150.78	\$0.00	0		AE
247	Lift Station #2 & Fence	1434 Crystal Lake Cir W	Pearland	1997	0	\$169,150.78	\$0.00	0		AE
248	Well #1 (Above Ground Only) & Fence	1003 E Belgravia Dr	Pearland	1980	0	\$106,821.28	\$54,000.00	0		X
253	Recycling Center w/Light Poles & Fencing	5800 Magnolia St	Pearland	2004	1	\$1,715,551.00	\$200,000.00	7857	4	AE
254	Shade Canopy #1	3919 Liberty Dr	Pearland	2000	1	\$5,945.91	\$0.00	735	3	X
255	Shade Canopy #2	3919 Liberty Dr	Pearland	2000	1	\$3,690.56	\$0.00	648	3	X
256	Shade Canopy #3	3919 Liberty Dr	Pearland	2000	1	\$3,690.56	\$0.00	648	3	X
257	Office	1525 N Main St	Pearland	0	0	\$0.00	\$100,000.00	0	4	X
258	Splash Pad	3219 McLean Rd	Pearland	2008	0	\$148,647.66	\$0.00	0		AE
259	Pavilion	3219 McLean Rd	Pearland	2008	1	\$27,371.67	\$0.00	676	3	AE
260	Footbridge	3219 McLean Rd	Pearland	2008	0	\$153,773.44	\$0.00	150		AE
261	Shade Structure (1 of 2)	3919 Liberty Dr	Pearland	2008	1	\$1,537.73	\$0.00	100	3	AE
262	Shade Structure (2 of 2)	3919 Liberty Dr	Pearland	2008	1	\$2,562.89	\$0.00	324	3	AE
263	Playground Dog Park	3919 Liberty Dr	Pearland	2008	0	\$15,377.34	\$0.00	0		AE
264	Dog Fence	3919 Liberty Dr	Pearland	2008	0	\$12,814.45	\$0.00	0		AE
266	Shade Structure	2050 Country Place Pkwy	Pearland	2008	1	\$15,377.34	\$0.00	560	3	X
268	Scada Communication Tower	5900 Magnolia St	Pearland	0	0	\$55,665.98	\$0.00	0		AE
269	Tool Building	2727 Dixie Farm Rd	Pearland	1986	1	\$6,766.03	\$0.00	288	1	AE
270	600kw Generator	2727 Dixie Farm Rd	Pearland	0	0	\$209,746.97	\$0.00	0		AE
271	Office	3812-1 Magnolia St	Pearland	2005	1	\$90,008.72	\$30,700.00	1488	1	AE
272	8k gal Diesel Tank	3501 E Orange St	Pearland	2010	0	\$90,213.75	\$24,000.00			X
273	Manufacturing CSI w/Light Poles, Fencing, Gate	14740 Kirby Drive	Houston	2011	1	\$7,061,481.28	\$0.00	46000	5	X
274	Public Safety Building	2555 Cullen Parkway	Pearland	2010	2	\$28,420,200.00	\$1,517,580.00	79728	4	X
275	Restroom	3219 1/2 McLean Road	Pearland	2010	1	\$145,879.73	\$8,000.00	1224	4	AE
294	Fiber Optic Cable	City Hall to Police Dept	Pearland	2009	1	\$60,894.28	\$0.00	0		X
295	Fiber Optic Cable	City Hall to Sevice Center	Pearland	2009	0	\$12,506.91	\$0.00	0		X
296	Fiber Optics Cable	City Hall to Senior Center	Pearland	2009	0	\$12,506.91	\$0.00	0		X
298	Fiber Optics Cable	City Hall to Fire Station #3	Pearland	2009	0	\$18,350.30	\$0.00	0		X
299	Fiber Optics Cable	Police Department to Fire	Pearland	2009	0	\$7,381.13	\$0.00	0		AE
300	Fiber Optics Cable	City Hall to Knapp Building	Pearland	2009	0	\$5,945.91	\$0.00	0		X
301	Fiber Optics Cable	2703 Veterans to 4141 Ba	Pearland	2010	0	\$46,132.03	\$0.00	0		AE
302	Fiber Optics Cable	2703 Veterans to 2555 Cu	Pearland	2010	0	\$78,937.03	\$0.00	0		AE
303	Animal Shelter (Building 2)	2002 Old Alvin Rd	Pearland	2010	1	\$277,407.28	\$50,000.00	2350	4	X
304	University of Houston Pearland Campus	1200 Pearland Parkway	Pearland	2010	1	\$10,419,984.00	\$200,000.00	32920	3	AE
305	Cast Bronze Statue on Concrete Pedestal	2555 Cullen Parkway	Pearland	2010	0	\$46,132.03	\$0.00	0		X
306	Natorium & Recreation Center w/Brick Wall	4141 Bailey Rd	Pearland	2010	2	\$22,161,600.00	\$740,000.00	115585	4	AE

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
308	Pearland Old Townsite Sign	Intersection of McLean, W	Pearland	2010	0	\$51,257.81	\$0.00	0		X
309	Carport	2703 Veterans Dr	Pearland	2011	1	\$10,456.59	\$0.00	1600	3	X
310	Traffic Signal Box	McHard Rd @ Country Pl	Pearland	2010	0	\$38,955.94	\$0.00	0		X
315	Fire Station #5	3100 Kirby Dr	Pearland	2011	1	\$1,551,317.00	\$175,000.00	9764	4	X
316	Dixie Farm Road Soundwalls	2800 Blk to 2400 Blk of Di	Pearland	2008	0	\$1,078,976.95	\$0.00	0		X
317	McHard Road Soundwalls	10,000 to 13,000 Blocks o	Pearland	2010	0	\$957,700.97	\$0.00	0		X
318	300kw Generac Diesel Generator	3051 Hatfield @ Corrigan	Pearland	2011	0	\$67,266.65	\$0.00	0		X
319	275kw Generac Diesel Generator	6830 1/2 Magnolia	Pearland	2011	0	\$65,235.82	\$0.00	0		X
320	Office w/Light Poles, Fencing & Gates	2559 Hill House Rd	Pearland	2011	1	\$2,747,419.00	\$250,000.00	8079	5	X
321	Underground Fiber Optic Line	2559 Hill House Rd	Pearland	2011	0	\$22,553.44	\$0.00	0		X
322	235KW Generator	2559 Hill House Rd	Pearland	2011	0	\$67,147.73	\$0.00	0		X
323	12K gal Above Ground Fuel Tank #1	2559 Hill House Rd	Pearland	2011	0	\$77,399.30	\$0.00	0		X
324	12K gal Above Ground Fuel Tank #2	2559 Hill House Rd	Pearland	2011	0	\$77,399.30	\$0.00	0		X
325	Canopy for Above Ground Fuel Tanks #1 & #2	2559 Hill House Rd	Pearland	2011	1	\$80,372.25	\$0.00	1720	3	X
326	Flag Poles (3)	2555 Cullen Parkway	Pearland	2010	0	\$7,791.19	\$0.00	0		X
327	20' Light Poles (30) w/2 Fixtures Each	2555 Cullen Parkway	Pearland	2010	0	\$113,792.34	\$0.00	0		X
328	Fences & Gates	2555 Cullen Parkway	Pearland	2010	0	\$26,654.06	\$0.00	0		X
329	Flag Poles (3) in front of Concession/Restroom	3219 1/2 McLean Road	Brazoria	2010	0	\$6,355.97	\$0.00	0		X
330	Flag Poles (3)	1200 Pearland Parkway	Pearland	2010	0	\$9,738.98	\$0.00	0		X
331	Generator-80KW/Gas	1200 Pearland Parkway	Pearland	2010	0	\$61,304.34	\$0.00	0		X
332	Marquee Sign	1200 Pearland Parkway	Pearland	2010	0	\$10,251.56	\$0.00	0		X
333	30' Light Poles (12) w/2 Fixtures Each	1200 Pearland Parkway	Pearland	2010	0	\$49,617.56	\$0.00	0		X
334	30' Light Poles (7) w/4 Fixtures Each	1200 Pearland Parkway	Pearland	2010	0	\$41,928.89	\$0.00	0		X
335	10' Light Poles (29) w/1 Fixture Each	1200 Pearland Parkway	Pearland	2010	0	\$48,899.95	\$0.00	0		X
336	Flag Poles (2)	4141 Bailey Road	Pearland	2010	0	\$6,458.48	\$0.00	0		X
337	Iron Fencing & Gates	4141 Bailey Road	Pearland	2010	0	\$10,559.11	\$0.00	0		X
338	30' Light Poles (9) w/2 Fixtures Each	4141 Bailey Road	Pearland	2010	0	\$37,213.17	\$0.00	0		X
339	30' Light Poles (6) w/1 Fixture Each	4141 Bailey Road	Pearland	2010	0	\$19,272.94	\$0.00	0		X
340	Marquee Sign	4141 Bailey Road	Pearland	2010	0	\$40,698.70	\$0.00	0		X
341	Iron Fencing & Gate	3100 Kirby Drive	Pearland	2011	0	\$18,862.88	\$0.00	0		X
342	Wood Fencing	3100 Kirby Drive	Pearland	2011	0	\$7,483.64	\$0.00	0		X
343	Generator - 220kw/Gas	3100 Kirby Drive	Pearland	2011	0	\$81,397.41	\$0.00	0		X
344	Flag Poles (3)	3100 Kirby Drive	Pearland	2011	0	\$7,791.19	\$0.00	0		X
345	25' Light Poles (5)	3100 Kirby Drive	Pearland	2011	0	\$14,147.16	\$0.00	0		X
346	Generator Building & Generator w/Wall	2555 Cullen Parkway	Pearland	2010	1	\$405,000.00	\$0.00	1064	4	X
347	Monument	Median near 1200 Block c	Pearland	2012	0	\$82,012.50	\$0.00	0	4	X
348	Meter Station	8595 Fuqua Street	Houston	2012	0	\$514,935.98	\$0.00	0		X
349	Pump Station/Plant Instrumentation	3702 Alice Street	Pearland	2012	0	\$1,026,181.41	\$492,000.00	2140	4	X
350	Chemical Tanks, Canopy, Pipes & Equipment	3702 Alice Street	Pearland	2012	1	\$599,818.92	\$0.00	1592	3	X
351	5mil gal Ground Water Tank	3702 Alice Street	Pearland	2012	0	\$2,460,375.00	\$0.00	0	4	X
352	Turbine & Turbine Facility	3702 Alice Street	Pearland	2012	1	\$913,516.73	\$0.00	1152	4	X

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
353	Fire Dept Training Building	2703 Veterans	Pearland	2012	1	\$28,909.41	\$0.00	0	1	X
354	Traffic Signal	McHard Rd @ MyKawa R	Pearland	2013	0	\$92,264.06	\$0.00	0		X
355	Traffic Signal	McHard Rd @ Old Alvin R	Pearland	2013	0	\$92,264.06	\$0.00	0		X
356	Traffic Signal	Broadway Blvd @ Kingsle	Pearland	2013	0	\$92,264.06	\$0.00	0		X
357	Traffic Signal	Broadway Blvd @ Halfmo	Pearland	2013	0	\$92,264.06	\$0.00	0		X
358	Traffic Signal	Broadway Blvd @ Kirby D	Pearland	2013	0	\$92,264.06	\$0.00	0		X
359	Traffic Signal	Broadway Blvd @ Town C	Pearland	2013	0	\$92,264.06	\$0.00	0		X
360	Traffic Signal	Broadway Blvd @ Busines	Pearland	2013	0	\$92,264.06	\$0.00	0		X
361	Traffic Signal	Broadway Blvd @ FM 521	Pearland	2013	0	\$92,264.06	\$0.00	0		X
362	Traffic Signal	Kirby Dr @ Rear Entrance	Pearland	2013	0	\$92,264.06	\$0.00	0		X
363	Traffic Signal	CR-94 (Southfork) @ Smi	Pearland	2013	0	\$92,264.06	\$0.00	0		X
364	Traffic Signal	CR-90 (Southfork) @ Silve	Pearland	2013	0	\$92,264.06	\$0.00	0		X
365	Traffic Signal	Cullen Blvd @ Northfork C	Pearland	2013	0	\$92,264.06	\$0.00	0		X
366	Traffic Signal	Cullen Blvd @ Fite Rd	Pearland	2013	0	\$92,264.06	\$0.00	0		X
367	Traffic Signal	Magnolia Dr @ Harkey Rc	Pearland	2013	0	\$92,264.06	\$0.00	0		X
368	Traffic Signal	Magnolia Dr @ McLean R	Brazoria	2013	0	\$92,264.06	\$0.00	0		X
369	Traffic Signal	Dixie Farm Rd @ McGinn	Pearland	2013	0	\$92,264.06	\$0.00	0		X
370	Traffic Signal	Dixie Farm Rd @ McDona	Pearland	2013	0	\$92,264.06	\$0.00	0		X
371	Traffic Signal	Bailey Ave @ Veterans Dr	Pearland	2013	0	\$92,264.06	\$0.00	0		X
372	Traffic Signal	Pearland Pky @ John Lize	Pearland	2013	0	\$92,264.06	\$0.00	0		X
373	Traffic Signal	Magnolia Dr @ Veterans I	Pearland	2013	0	\$92,264.06	\$0.00	0		X
374	Traffic Signal	Pearland Pky @ Berry Ro	Pearland	2013	0	\$92,264.06	\$0.00	0		X
375	Traffic Signal	CR-94 @ McHard Rd	Pearland	2013	0	\$92,264.06	\$0.00	0		X
376	Traffic Signal	Country Place Blvd @ Mc	Pearland	2013	0	\$92,264.06	\$0.00	0		X
377	Traffic Signal	Southfork Dr @ Morgan R	Pearland	2013	0	\$92,264.06	\$0.00	0		X
378	Traffic Signal	Southfork Dr @ Cullen Blv	Pearland	2013	0	\$92,264.06	\$0.00	0		X
379	Traffic Signal	Dixie Farm Rd @ Oak Br	Pearland	2013	0	\$92,264.06	\$0.00	0		X
380	Traffic Signal	Mykawa Rd @ Brookside	Pearland	2013	0	\$59,459.06	\$0.00	0		X
381	Traffic Signal	Magnolia Dr @ FM-1128	Pearland	2013	0	\$92,264.06	\$0.00	0		X
382	Traffic Signal	SH-35 @ John Lizer Rd	Pearland	2013	0	\$92,264.06	\$0.00	0		X
383	Traffic Signal	SH-35 @ Pearland High S	Pearland	2013	0	\$59,459.06	\$0.00	0		X
384	Traffic Signal	SH-35 @ Oiler Dr	Pearland	2013	0	\$59,459.06	\$0.00	0		X
385	Traffic Signal	SH-35 @ Dixie Farm Rd	Pearland	2013	0	\$92,264.06	\$0.00	0		X
386	Traffic Signal	SH-288 @ FM-518	Pearland	2013	0	\$92,264.06	\$0.00	0		X
387	Traffic Signal	FM-518 @ Winding Rd	Pearland	2013	0	\$45,106.88	\$0.00	0		X
388	Traffic Signal	FM-518 @ Pine Hollow Dr	Pearland	2013	0	\$92,264.06	\$0.00	0		X
389	Traffic Signal	FM-518 @ Dixie Farm Rd	Pearland	2013	0	\$92,264.06	\$0.00	0		X
390	Traffic Signal	FM-518 @ Dixie Farm Rd	Pearland	2013	0	\$92,264.06	\$0.00	0		X
391	Traffic Signal	FM-518 @ Wood Creek D	Pearland	2013	0	\$45,106.88	\$0.00	0		X
392	Traffic Signal	FM-518 @ Yost Blvd	Pearland	2013	0	\$92,264.06	\$0.00	0		X
393	Traffic Signal	FM-518 @ Liberty Dr at C	Pearland	2013	0	\$45,106.88	\$0.00	0		X

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
394	Traffic Signal	FM-518 @ Pearland Pky	Pearland	2013	0	\$77,911.88	\$0.00	0		X
395	Traffic Signal	FM-518 @ Westminster S	Pearland	2013	0	\$77,911.88	\$0.00	0		X
396	Traffic Signal	FM-518 @ Sherwood	Pearland	2013	0	\$77,911.88	\$0.00	0		X
397	Traffic Signal	FM-518 @ Walnut Ct/Berr	Pearland	2013	0	\$92,264.06	\$0.00	0		X
398	Traffic Signal	FM-518 @ Old Alvin Rd	Pearland	2013	0	\$45,106.88	\$0.00	0		X
399	Traffic Signal	FM-518 @ N Galveston S	Pearland	2013	0	\$45,106.88	\$0.00	0		X
400	Traffic Signal	FM 518 @ MyKawa Rd	Pearland	2013	0	\$59,459.06	\$0.00	0		X
401	Traffic Signal	FM 518 @ McLean Rd	Pearland	2013	0	\$59,459.06	\$0.00	0		X
402	Traffic Signal	FM 518 @ Woody Dr/Con	Pearland	2013	0	\$59,459.06	\$0.00	0		X
403	Traffic Signal	FM 518 @ Hardey Rd/Od	Pearland	2013	0	\$59,459.06	\$0.00	0		X
404	Traffic Signal	FM-518 @ FM-1128 (Ree	Pearland	2013	0	\$59,459.06	\$0.00	0		X
405	Traffic Signal	FM-518 @ CR-89 (Old Ch	Pearland	2013	0	\$59,459.06	\$0.00	0		X
406	Traffic Signal	FM-518 @ 865 Cullen Blv	Pearland	2013	0	\$59,459.06	\$0.00	0		X
407	Traffic Signal	FM-518 @ Sunrise Blvd (C	Pearland	2013	0	\$92,264.06	\$0.00	0		X
408	Traffic Signal	FM-518 @ CR-90 (Silve L	Pearland	2013	0	\$92,264.06	\$0.00	0		X
409	Traffic Signal	FM-518 @ CR-93 (Miller F	Pearland	2013	0	\$59,459.06	\$0.00	0		X
410	Traffic Signal	FM-518 @ CR-94E at Hor	Pearland	2013	0	\$59,459.06	\$0.00	0		X
411	Traffic Signal	FM-518 @ Walmart Shop	Pearland	2013	0	\$59,459.06	\$0.00	0		X
412	Traffic Signal	FM-518 @ CR-94W (Silve	Pearland	2013	0	\$59,459.06	\$0.00	0		X
413	Traffic Signal	FM-865 (Cullen) @ CR-10	Pearland	2013	0	\$92,264.06	\$0.00	0		X
414	Traffic Signal	FM-865 (Cullen) @ CR-40	Pearland	2013	0	\$92,264.06	\$0.00	0		X
415	Traffic Signal	FM-1128 @ CR-91 (Fite F	Pearland	2013	0	\$92,264.06	\$0.00	0		X
416	Traffic Signal	FM-35 @ Hasting Cannon	Pearland	2013	0	\$45,106.88	\$0.00	0		X
417	Traffic Signal	FM-865 (Cullen) @ Freed	Pearland	2013	0	\$92,264.06	\$0.00	0		X
418	Traffic Signal	FM-865 (Cullen) @ Hawk	Pearland	2013	0	\$92,264.06	\$0.00	0		X
419	Traffic Signal	FM-2234 @ Trinity Bay Dr	Pearland	2013	0	\$92,264.06	\$0.00	0		X
420	Traffic Signal	FM-2234 @ Reflection Ba	Pearland	2013	0	\$92,264.06	\$0.00	0		X
421	Traffic Signal	FM-2234 @ Kingsley Dr	Pearland	2013	0	\$92,264.06	\$0.00	0		X
422	Traffic Signal	FM-2234 @ Kirby Dr	Pearland	2013	0	\$92,264.06	\$0.00	0		X
423	Traffic Signal	FM-2234 @ Hwy 288	Pearland	2013	0	\$92,264.06	\$0.00	0		X
424	Traffic Signal	FM-2234 @ Business Cer	Pearland	2013	0	\$92,264.06	\$0.00	0		X
425	Traffic Signal	FM-1128 @ Bailey Ave	Pearland	2013	0	\$59,459.06	\$0.00	0		X
426	Traffic Signal	Mykawa Rd @ Orange St	Pearland	2013	0	\$92,264.06	\$0.00	0		X
427	Traffic Flasher	FM-518 @ CR-109	Pearland	2013	0	\$22,348.41	\$0.00	0		X
428	Traffic Flasher	FM-518 @ Grand Blvd	Pearland	2013	0	\$27,884.25	\$0.00	0		X
429	School Flasher	Magnolia Dr North	Pearland	2013	0	\$5,125.78	\$0.00	0		X
430	School Flasher	Magnolia Dr South	Pearland	2013	0	\$5,125.78	\$0.00	0		X
431	School Flasher	SH-35 @ Pearland High S	Pearland	2013	0	\$5,125.78	\$0.00	0		X
432	School Flasher	SH-35 @ Pearland High S	Pearland	2013	0	\$5,125.78	\$0.00	0		X
433	School Flasher	FM-518 @ Pearland Jr Hi	Pearland	2013	0	\$5,125.78	\$0.00	0		X
434	School Flasher	FM-518 @ Pearland Jr Hi	Pearland	2013	0	\$5,125.78	\$0.00	0		X

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
435	School Flasher	FM-518 @ Pearland Jr High	Pearland	2013	0	\$5,125.78	\$0.00	0		X
436	School Flasher	FM-518 @ Pearland Jr High	Pearland	2013	0	\$5,125.78	\$0.00	0		X
437	School Flasher	FM-518 @ Jamison Middle	Pearland	2013	0	\$5,125.78	\$0.00	0		X
438	School Flasher	FM-518 @ Jamison Middle	Pearland	2013	0	\$5,125.78	\$0.00	0		X
439	School Flasher	FM-1128 @ Rogers Middle	Pearland	2013	0	\$5,125.78	\$0.00	0		X
440	School Flasher	FM-1128 @ Rogers Middle	Pearland	2013	0	\$5,125.78	\$0.00	0		X
441	School Flasher	FM-1128 @ Rogers Middle	Pearland	2013	0	\$5,125.78	\$0.00	0		X
442	School Flasher	FM-1128 @ Massey Ranch	Pearland	2013	0	\$5,125.78	\$0.00	0		X
443	School Flasher	FM-1128	Pearland	2013	0	\$5,125.78	\$0.00	0		X
444	School Flasher	FM-2234 @ Kirby Dr (East)	Pearland	2013	0	\$5,125.78	\$0.00	0		X
445	School Flasher	FM-2234 @ Kirby Dr (West)	Pearland	2013	0	\$5,125.78	\$0.00	0		X
446	School Flasher	FM-865 @ Hughes Ranch	Pearland	2013	0	\$5,125.78	\$0.00	0		X
447	School Flasher	FM-865 @ Hughes Ranch	Pearland	2013	0	\$5,125.78	\$0.00	0		X
448	Improvements & Betterments (Library)	2803 Business Center Dr.	Pearland	2013	0	\$613,945.00	\$0.00	6000	4	X
449	Library (Office Contents)	2803 Business Center Dr.	Pearland	2013	1	\$0.00	\$125,462.00	6000	4	X
450	Playground Equipment	2935 Orange St	Pearland	2003	0	\$87,138.28	\$0.00	0		X
451	Water Plant	1003 Belgravia Dr	Pearland	1980	0	\$923,153.20	\$54,000.00			
452	Improvements & Betterments	11200 Broadway Ste 1390	Pearland	2013	1	\$162,000.00	\$30,000.00	5000	4	X
453	Traffic Signal	Market St @ FM2234	Pearland	2015	0	\$92,264.00	\$0.00	0		X
454	Traffic Signal	Pearland Pkwy @ Providence	Pearland	2015	0	\$92,264.00	\$0.00	0		X
455	Traffic Signal	CR59 @ Business Center	Pearland	2015	0	\$92,264.00	\$0.00	0		X
456	Traffic Signal	FM 518 @ Southlake	Pearland	2015	0	\$92,264.00	\$0.00	0		X
457	(10) High Mast Metal Poles w/ Sports Lighting	7600 Hughes Ranch Rd	Pearland	2015	0	\$260,000.00	\$0.00	0		X
458	Pumps/Controls/Panels/SCADA Tower/Transducer	7800 Huges Ranch Road	Pearland	2015	0	\$550,000.00	\$0.00	0		X
459	Walnut Lift Station	4103 Walnut St	Pearland	2015	0	\$350,000.00	\$0.00	0		X
460	Super Walmart/Old K-Mart Lift Station	19192 N Main St	Pearland	2015	0	\$25,000.00	\$0.00	0		X
461	Blockbuster Lift Station	2000 N Main St	Pearland	2015	0	\$15,000.00	\$0.00	0		X
462	Woodtrush Lift Station	1100 1/2 Woodthrush	Pearland	2015	0	\$350,000.00	\$0.00	0		X
463	Lakes of Highland Glen	1835 Highland Glen Ln	Pearland	2015	0	\$150,000.00	\$0.00	0		X
464	Knapp Rd East Lift Station	3830 Knapp Rd East	Pearland	2015	0	\$15,000.00	\$0.00	0		X
465	Knapp Rd West Lift Station/Fence	4515 Knapp Rd	Pearland	2015	0	\$400,000.00	\$0.00	0		X
466	Scott & Mykawa Lift Station	Scott & Mykawa	Pearland	2015	0	\$100,000.00	\$0.00	0		X
467	Shank & Mykawa Lift Station	1709 Mykawa	Pearland	2015	0	\$50,000.00	\$0.00	0		X
468	Orange & Mykawa Lift Station	2103 Mykawa	Pearland	2015	0	\$50,000.00	\$0.00	0		X
469	Village Grove Lift Station	5825 Vineyard Hill Dr	Pearland	2015	0	\$75,000.00	\$0.00	0		X
470	Hatfield #3 Lift Station	1843 Hatfield Rd	Pearland	2015	0	\$50,000.00	\$0.00	0		X
471	Pearland Heights Lift Station	13015 O'Day Rd	Pearland	2015	0	\$25,000.00	\$0.00	0		X
472	Spring Meadow Lift Station	1630 Rice Rd	Pearland	2015	0	\$100,000.00	\$0.00	0		X
473	Garden Rd Lift Station	2508 Garden Rd	Pearland	2015	0	\$100,000.00	\$0.00	0		X
474	Albertson's/Food Town Lift Station	7101 W Broadway	Pearland	2015	0	\$25,000.00	\$0.00	0		X
475	Hickory Slough Lift Station	7800 1/2 Hughes Ranch F	Pearland	2015	0	\$300,000.00	\$0.00	0		X

City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
476	Avalon Terrace Lift Station w/Fence	7404 Hughes Ranch Rd	Pearland	2015	0	\$200,000.00	\$0.00	0		X
477	Westgate Lift Station	7737 W Broadway	Pearland	2015	0	\$150,000.00	\$0.00	0		X
478	Tranquility Lakes LS w/ Fence and Generator	2810 Tranquility Lakes Blv	Pearland	2015	0	\$240,000.00	\$0.00	0		X
479	Tranquility Lakes Storm Water Station	2810 Tranquility Lakes Blv	Pearland	2015	0	\$75,000.00	\$0.00	0		X
480	Cullen Blvd Lift Station	2704 Cullen Blvd	Pearland	2015	0	\$200,000.00	\$0.00	0		X
481	Crystal Lake North Lift Station w/Fence	4035 Crystal Lake N	Pearland	2015	0	\$165,000.00	\$0.00	0		X
482	Crystal Lake West Lift Station	1434 Crystal Lake W	Pearland	2015	0	\$165,000.00	\$0.00	0		X
483	Sunrise Lakes Lift Station	9334 Sundown Dr	Pearland	2015	0	\$100,000.00	\$0.00	0		X
484	Miller Ranch Lift Station	2814 Miller Ranch Rd	Pearland	2015	0	\$200,000.00	\$0.00	0		X
485	Autumn Lakes Lift Station	2355 Harrington Dr	Pearland	2015	0	\$100,000.00	\$0.00	0		X
486	South Hampton Lift Station	9800 Fairbrook Way	Pearland	2015	0	\$75,000.00	\$0.00	0		X
487	Southdown Lift Station w/ Fence	2835 Southdown Dr	Pearland	2015	0	\$90,000.00	\$0.00	0		X
488	Wooten Rd Lift Station	10235 W Broadway	Pearland	2015	0	\$10,000.00	\$0.00	0		X
489	Smith Ranch Rd Lift Station	2310 1/2 Smith Rd	Pearland	2015	0	\$50,000.00	\$0.00	0		X
490	Country Place Lift Station w/ Generator	3210 S. Peach Hollow Cir	Pearland	2015	0	\$175,000.00	\$0.00	0		X
491	Lakes at Country Place Lift Station w/ Generator	510 Country Place Blvd	Pearland	2015	0	\$150,000.00	\$0.00	0		X
492	Beltway 8 Lift Station w/ Fence	3020 1/2 S. Sam Houston	Pearland	2015	0	\$160,000.00	\$0.00	0		X
493	Kirby North Lift Station	1630 Kirby Dr	Pearland	2015	0	\$100,000.00	\$0.00	0		X
494	Shadow Creek Lift Station	2753 Biscayne Bay Dr	Pearland	2015	0	\$150,000.00	\$0.00	0		X
495	South Gate Lift Station	3551 Kirby Dr. #A	Pearland	2015	0	\$75,000.00	\$0.00	0		X
496	Business Center Lift Station w/Fence	3321 Business Center Dr	Pearland	2015	0	\$165,000.00	\$0.00	0		X
497	Village of Edgewater Lift Station	3400 Irish Shores Ln	Pearland	2015	0	\$50,000.00	\$0.00	0		X
498	West Marys Creek Storm Water Pond w/ Generator	6830 1/2 Magnolia St	Pearland	2015	0	\$300,000.00	\$0.00	0		X
499	Westlea Lift Station	6611 Mockingbird Lane #A	Pearland	2015	0	\$50,000.00	\$0.00	0		X
500	Corrigan Storm Water Pond w/Generator	3053 Hatfield	Pearland	2015	0	\$300,000.00	\$0.00	0		X
501	Centennial Water Park Lift Station	3219 1/2 Mc Lean Rd	Pearland	2015	0	\$25,000.00	\$0.00	0		X
502	Springfield Lift Station	4014 McLean	Pearland	2015	0	\$50,000.00	\$0.00	0		X
503	Park Village Lift Station	4102 McLean	Pearland	2015	0	\$100,000.00	\$0.00	0		X
504	Veterans Dr II Lift Station w/Fence	3333 Veterans Dr	Pearland	2015	0	\$250,000.00	\$0.00	0		X
505	Veterans Dr Lift Station	3412 Veterans Dr	Pearland	2015	0	\$25,000.00	\$0.00	0		X
506	Cowarts Creek Storm Water Pond	500 1/2 Veterans	Pearland	2015	0	\$75,000.00	\$0.00	0		X
507	Towne Lake Sewer Lift Station	3803 Conroe Lake Ct	Pearland	2015	0	\$100,000.00	\$0.00	0		X
508	Towne Lakes Storm Water	3911 Rayburn Lake Ct A	Pearland	2015	0	\$75,000.00	\$0.00	0		X
509	Villages of Mary's Creek Lift Station	3438 Mary's Village Dr	Pearland	2015	0	\$75,000.00	\$0.00	0		X
510	Independence Park Lift Station	3901 Liberty	Pearland	2015	0	\$25,000.00	\$0.00	0		X
511	Parkview Lift Station	3611 1/2 Misty Lane	Pearland	2015	0	\$50,000.00	\$0.00	0		X
512	Mary's Creek Lift Station	3804 Longherridge	Pearland	2015	0	\$25,000.00	\$0.00	0		X
513	Liberty Lift Station	3420 Liberty	Pearland	2015	0	\$75,000.00	\$0.00	0		X
514	Green Tee I Lift Station	2806 1/2 Country Club	Pearland	2015	0	\$25,000.00	\$0.00	0		X
515	2200 Golfcrest	2200 Golfcrest	Pearland	2015	0	\$25,000.00	\$0.00	0		X
516	Green Tee III Lift Station	2300 Golfcrest	Pearland	2015	0	\$25,000.00	\$0.00	0		X

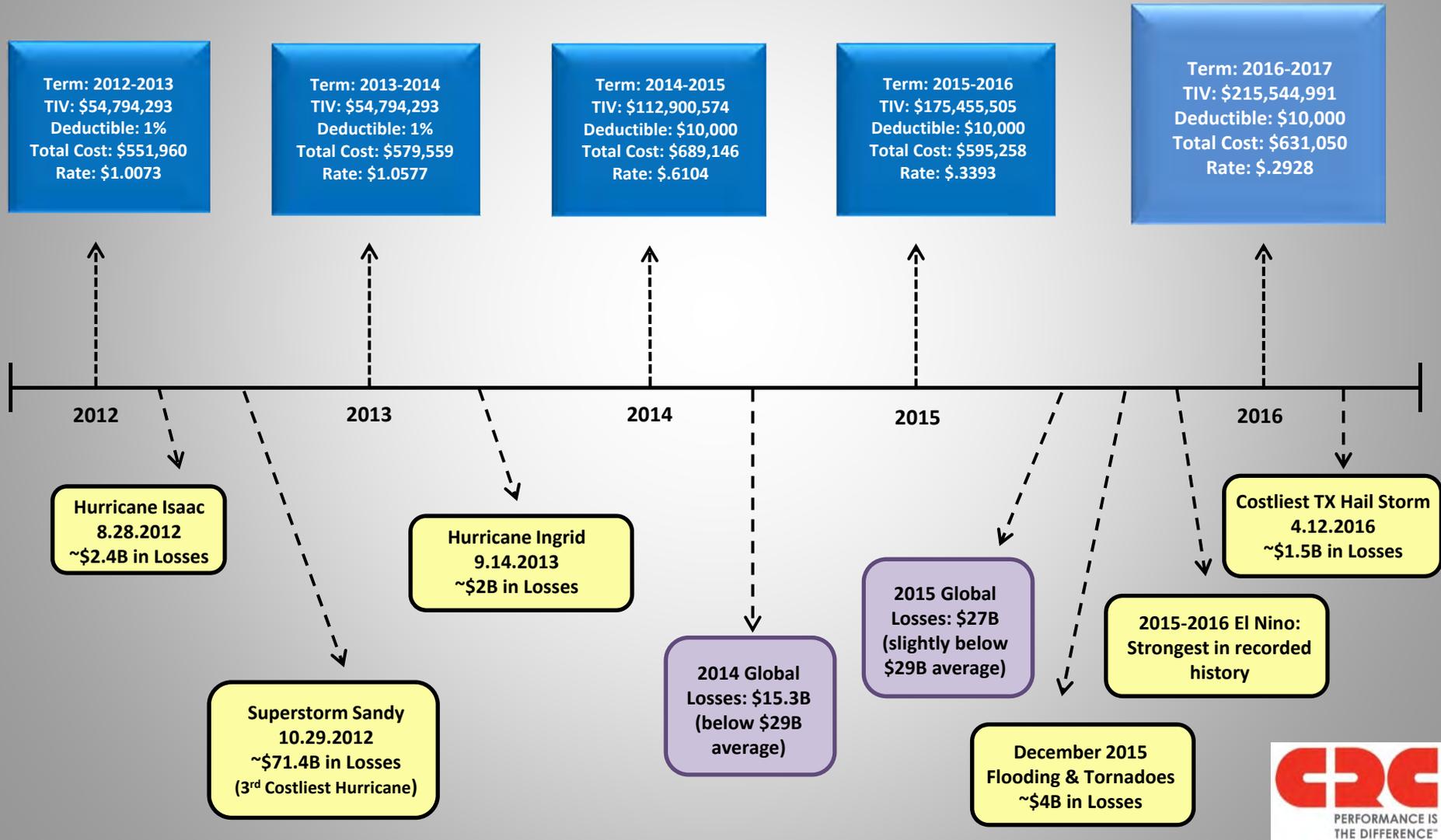
City of Pearland-Wind/Hail Schedule

05/26/16-05/26/17

ID	Building Description	Address	City	Year Built	# of Stories	Building Value	Contents Value	Area	Construction	Flood Zone
517	Green Tee IV Lift Station w/Fence	2718 Green Tee	Pearland	2015	0	\$82,000.00	\$0.00	0		X
518	Green Tee V Lift Station	2915 A Green Tee Dr	Pearland	2015	0	\$75,000.00	\$0.00	0		X
519	Green Tee VII Lift Station	2401 1/2 Champion Dr	Pearland	2015	0	\$75,000.00	\$0.00	0		X
520	Bellavita Lift Station	1332 N Riviera Dr	Pearland	2015	0	\$85,000.00	\$0.00	0		X
521	Dixie Farm N Lift Station w/Fence	3152 Dixie Farm Rd	Pearland	2015	0	\$250,000.00	\$0.00	0		X
522	Oakbrook Estates Lift Station	1800 1/2 Branch Mill Dr	Pearland	2015	0	\$50,000.00	\$0.00	0		X
523	Dixie Farms S Lift Station	4654 Dixie Farm Dr	Pearland	2015	0	\$50,000.00	\$0.00	0		X
524	Rustic Elem School Lift Station	3535 Stevenson (CR 391)	Pearland	2015	0	\$50,000.00	\$0.00	0		X
525	Pine Hollow Lift Station	3711 A Pine Lawn Dr	Pearland	2015	0	\$25,000.00	\$0.00	0		X
526	Royal Oaks Apts Lift Station	1302 1/2 E Broadway	Pearland	2015	0	\$25,000.00	\$0.00	0		X
527	Sunset Lakes Lift Station	1310 1/2 Chelsea Ln	Pearland	2015	0	\$50,000.00	\$0.00	0		X
528	Sunset Meadows Lift Station	3901 Woodchase	Pearland	2015	0	\$25,000.00	\$0.00	0		X
529	Riverwalk Lift Station	3424 Riverside Dr	Pearland	2015	0	\$25,000.00	\$0.00	0		X
530	Barnett Drywall E Lift Station	1301 Broadway	Pearland	2015	0	\$10,000.00	\$0.00	0		X
531	Barnett Drywall W Lift Station	1302 E Broadway	Pearland	2015	0	\$10,000.00	\$0.00	0		X
532	Pirates Alley Lift Station	2433 E. Broadway	Pearland	2015	0	\$25,000.00	\$0.00	0		X
533	Clear Creek Park Lift Station	2600 Pebble Creek	Pearland	2015	0	\$50,000.00	\$0.00	0		X
534	Riverstone Ranch Lift Station w/Fence	1898 Dry Willow	Pearland	2015	0	\$175,000.00	\$0.00	0		X
535	The Preserve Lift Station w/ Fence	1631 1/2 Bluestone Edge	Pearland	2015	0	\$110,000.00	\$0.00	0		X
536	Whispering Winds Lift Station	2800 #1 Whispering Wind	Pearland	2015	0	\$25,000.00	\$0.00	0		X
537	Tower Bridge Lift Station	2801 Dawn	Pearland	2015	0	\$50,000.00	\$0.00	0		X
538	Fire Station #3	3207 Yost Blvd.,	Pearland	2015	2	\$3,800,000.00	\$80,000.00	10726	3	X
539	Gateway Sign	Cullen Parkway	Pearland	2016	0	\$113,000.00	\$0.00			
540	Fire Station #2	6050 Fite Road	Pearland	2016		\$3,800,000.00	\$100,000.00			
	Outdoor Trees & Shrubs					\$500,000.00				
	Extra Expense					\$250,000.00				
	Business Income					\$1,000,000.00				
	Unscheduled Property-Building					\$500,000.00				
	Unscheduled Property-Outdoor					\$500,000.00				
						\$197,853,704.53	\$17,691,287.00			

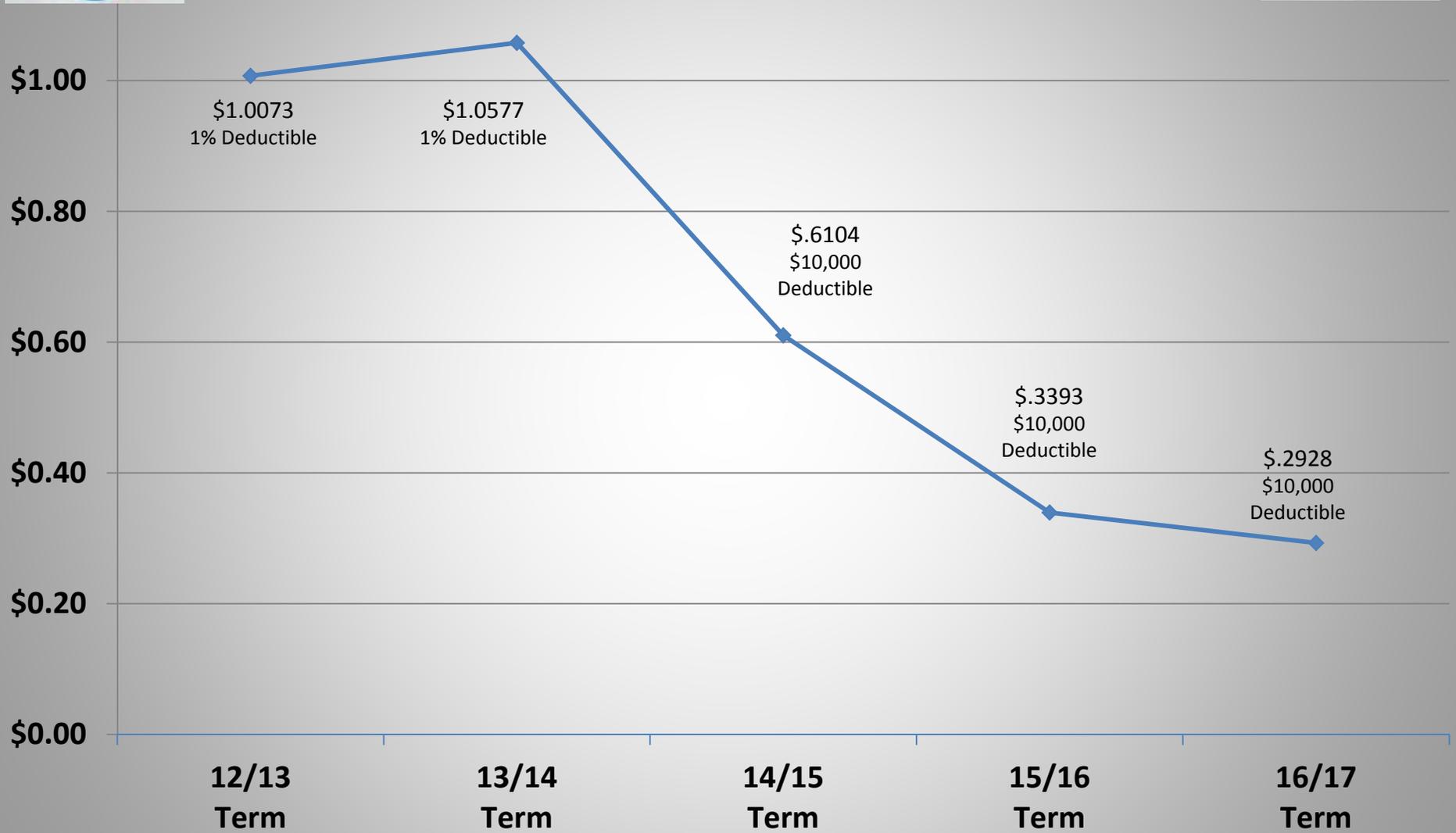


City of Pearland Windstorm Insurance Historical Timeline 2012-2017





City of Pearland Rate Reference



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

AGENDA OF:	April 25, 2016	ITEM NO.:	R2016-55
DATE SUBMITTED:	April 17, 2016	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Michael Leech	PRESENTOR:	Michael Leech
REVIEWED BY:	Trent Epperson	REVIEW DATE:	May 4, 2016
SUBJECT: R2016-55 - A Resolution of the City Council of the City of Pearland, Texas, renewing a unit cost contract for street and sidewalk maintenance to Brooks Concrete, Inc., in the estimated amount of \$587,545.00 for the period of May 18, 2016 through May 17, 2017.			
EXHIBITS: R2016-55, Exhibit A - Bid Tabulation; B – Thursday Packet Memo			
FUNDING: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="display: flex; align-items: center;"> <input type="checkbox"/> Bonds To Be Sold </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> Grant </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> Bonds- Sold </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> Developer/Other </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> L/P – Sold </div> <div style="display: flex; align-items: center;"> <input checked="" type="checkbox"/> Cash </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> L/P – To Be Sold </div> </div>			
EXPENDITURE REQUIRED: \$587,545 AMOUNT BUDGETED: \$537,114 FY16, \$537,114 FY17 (proposed base budget) AMOUNT AVAILABLE: \$404,571 FY16, \$268,557 FY17 PROJECT NO.: ACCOUNT NO.: 100-305-310.5600.060 Capital Outlay - Sidewalk ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:			
To be completed by Department: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution </div>			

EXECUTIVE SUMMARY

BACKGROUND

The purpose of this agenda request is to renew unit cost contract with Brooks Concrete Inc. to perform concrete sidewalk and concrete street rehabilitation services.

SCOPE OF CONTRACT

Provision of Sidewalk and Street Maintenance on an as-needed basis as authorized by the City of Pearland Public Works Department.

BID AND AWARD

In 2015, the City solicited proposals through RFP Number 0315-27, which was published in the paper and posted on the City's e-bid website. The RFP consisted of multiple concrete services, ordered on an as-needed basis at fixed unit costs throughout the term of the contract. Services will include, but are not limited to: removal and replacement of failed sidewalk, construction of new sidewalks, wheelchair ramps, demolition/ removal/replacement of failed sections of concrete streets, curbs, valve boxes, etc.

The City received a total of five (5) responses to the RFP. Due to the magnitude of work to be completed, the recommendation in 2015 was to award to two vendors.

Based on the discussion at the April 25, 2016 City Council meeting, the contract renewal for Brooks Concrete includes the remaining FY216 budget less the amount for Precise Services to complete the Huntington subdivision plus half of the FY2017 proposed base budget.

SCHEDULE

Repairs and maintenance will be conducted on an as-needed basis, as determined by the City of Pearland Public Works Department.

POLICY/GOAL CONSIDERATION

This purchase is contemplated and recommended for the purpose of furthering the City's objective to provide for a sustainable infrastructure with infrastructure recapitalization thus maintaining the integrity of the City's sidewalks and streets.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Budgeted funding for this work is available in the Public Works Street and Drainage Division Operating Budget; account number (5600.060 Capital Outlay – Sidewalk).

This contract does not align with the fiscal year start date of October 1. Therefore is necessary to structure the renewal amount to accommodate the remainder of FY16 as well as approximately half of FY17. Public Works was provided with \$537,114 for this work through the FY16 budget process. The department intends to request a significantly larger amount of funding through the FY17 budget process for these services. However, the amount listed above as available in FY17 is reflective of one half of the FY17 base budget amount assuming that amount remains the same as the FY16 amount of \$537,114. If funding is increased significantly beyond the \$537,114 amount staff will return to Council for an additional authorization.

O&M IMPACT INFORMATION

This is the first renewal of two allowed by the contract. The contract was structured as follows: the award will provide for fixed unit costs for each item for a period of one (1) year, with no allowable price increases. At the expiration of the initial term, an option is available for two (2) additional one (1) year renewals upon the mutual agreement of both parties, and the approval of City Council. Any price adjustment requested by the contracted vendor for the renewal period must be substantiated by a comparable increase in the Consumer Price Index for the Houston-Galveston-Brazoria metropolitan area. In the event a renewal is not agreeable to both parties, the contract will continue on a month-to-month basis until such time as a new contract can be awarded. Brooks Concrete, Inc. will hold current pricing for the renewal.

RECOMMENDED ACTION

A Resolution of the City Council of the City of Pearland, Texas, awarding a renewal to the unit cost contract for street and sidewalk maintenance to Brooks Concrete, Inc. in the amount of \$587,545 for the term of this renewal.

EXHIBIT A - BID TABULATION

Bid No. RFP 0315-27 Addendum 2
Close Date 4/10/2015 2:00:00 PM Central

Specification Responses	Description	UOM	QTY	Brooks Concrete Inc		Precise Services, Inc.		A-1 Construction Services		Teamwork Construction Services, Inc.		AGS	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
	1 Saw Cut Concrete (Full Depth) Sidewalk Removal and Replacement - 4-Inch thickness, 4-Foot Width	Linear Foot	140	\$5.15	\$721.00	\$8.20	\$1,148.00	\$10.80	\$1,512.00	\$8.00	\$1,120.00	\$8.00	\$1,120.00
	2 Sidewalk Removal and Replacement - 4-Inch Thickness, 5-Foot Width	Linear Foot	28000	\$24.24	\$678,720.00	\$33.44	\$936,320.00	\$36.20	\$1,013,600.00	\$50.00	\$1,400,000.00	\$50.00	\$1,400,000.00
	3 Sidewalk Removal and Replacement - 4-Inch Thickness, 6-Foot Width	Linear Foot	350	\$27.80	\$9,730.00	\$50.14	\$17,549.00	\$45.25	\$15,837.50	\$62.50	\$21,875.00	\$50.00	\$17,500.00
	4 New Sidewalk Placement - 4-inch thickness, 4-foot width	Linear Foot	4200	\$22.04	\$92,568.00	\$32.36	\$135,912.00	\$25.52	\$107,184.00	\$40.00	\$168,000.00	\$50.00	\$210,000.00
	5 New Sidewalk Placement - 4-inch thickness, 5-foot width	Linear Foot	350	\$26.15	\$9,152.50	\$48.27	\$16,894.50	\$31.90	\$11,165.00	\$50.00	\$17,500.00	\$55.00	\$19,250.00
	6 New Sidewalk Placement - 4-inch thickness, 6-foot width	Linear Foot	350	\$30.42	\$10,647.00	\$52.59	\$18,406.50	\$38.28	\$13,398.00	\$60.00	\$21,000.00	\$65.00	\$22,750.00
	7 Driveway Removal & Placement - 6-inch thickness, varying width	Square Yard	200	\$61.56	\$12,312.00	\$99.06	\$19,812.00	\$112.32	\$22,464.00	\$100.00	\$20,000.00	\$126.00	\$25,200.00
	8 Street Removal & Replacement - 8-inch thickness, varying width	Square Yard	200	\$82.89	\$16,578.00	\$113.46	\$22,692.00	\$138.87	\$27,774.00	\$125.00	\$25,000.00	\$180.00	\$36,000.00
	9 Wheel Chair Ramp Replacement: 4-inch thickness	EA	28	\$550.00	\$15,400.00	\$1,733.21	\$48,529.88	\$1,900.00	\$53,200.00	\$850.00	\$23,800.00	\$2,250.00	\$63,000.00
	10 Manhole Adjusting/Repair	EA	28	\$300.00	\$8,400.00	\$1,190.28	\$33,327.84	\$800.00	\$22,400.00	\$1,250.00	\$35,000.00	\$1,250.00	\$35,000.00
	11 Tree Root Barrier	Linear Foot	1400	\$3.50	\$4,900.00	\$18.74	\$26,236.00	\$15.00	\$21,000.00	\$25.00	\$35,000.00	\$25.00	\$35,000.00
	12 Curb Removal and Replacement	Linear Foot	280	\$6.35	\$1,778.00	\$14.94	\$4,183.20	\$32.72	\$9,161.60	\$17.50	\$4,900.00	\$25.00	\$7,000.00
	13 Valve Boxes, Meter Boxes, and Electrical Boxes Adjusting/Repair	EA	14	\$5.00	\$70.00	\$327.34	\$4,582.76	\$800.00	\$11,200.00	\$375.00	\$5,250.00	\$350.00	\$4,900.00
	14 Inlet Adjusting/Repair	Each	14	\$100.00	\$1,400.00	\$1,286.27	\$18,007.78	\$800.00	\$11,200.00	\$1,500.00	\$21,000.00	\$1,250.00	\$17,500.00
	15 Extra 5,000 PSI Reinforced Concrete, Where Required. Complete in place.	CY	14	\$100.00	\$1,400.00	\$743.28	\$10,405.92	\$250.00	\$3,500.00	\$50.00	\$700.00	\$225.00	\$3,150.00
	17 Payment For Bonds and Insurance	EA	1	\$3,656.25	\$3,656.25	\$36,075.53	\$36,075.53	\$20,454.02	\$20,454.02	\$25,000.00	\$25,000.00	\$3,500.00	\$3,500.00
	Total				\$878,898.75		\$1,368,447.41		\$1,384,055.12		\$1,851,395.00		\$1,920,120.00

Exhibit B

Memo

To: Clay Pearson, City Manager

From: Michael Leech, Assistant Director of Public Works^{MLL}

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

Date: May 4, 2016

Re: Sidewalk Program



April 25, 2016 Agenda Items

The April 25, 2016 City Council Meeting included two new business items to **renew** the existing sidewalk rehabilitation contracts with Brooks Concrete, Inc. and Precise Services, Inc., which were originally awarded at the May 11, 2015 Council Meeting. The renewals were for the first of two possible one year contract extensions. Neither contractor requested an increase in unit prices from their awarded 2015 bids.

Background

Prior to FY13 the Public Works Department required only one contractor for the City's sidewalk rehabilitation program. At the time, Brooks was the contractor and the amount budgeted was smaller. However, there were still significant amounts of sidewalk funds unused at the end of FY2011 (\$106,662), 2012 (\$167,494), and 2013 (\$330,984). With a change in leadership in Public works in 2013, additional funding, and increased dedication to reduce of the backlog of sidewalk repairs, a concerted effort was made to increase production to utilize all available funds.

Discussions were had with Brooks Concrete during FY14 about their productivity. However they were unable to increase production as much as was necessary. Due to the inability of Brooks Concrete to meet the increased production needs in FY14, a second contractor was brought on board via an inter-local agreement with League City. This contractor was Team Work Services. At the end of 2014, only \$31,805 remained unused in the sidewalk fund.

The Team Work contract with League City expired in December of 2015. Therefore, for 2015 the City re-bid our contract and awarded the contracts to both Brooks Concrete Inc. and Precise Services.

In July of 2015, while planning for the sidewalk program in FY16, staff again met with Brooks to gauge their ability to complete the entire sidewalk program. Notes from this meeting were taken by Streets and Drainage Superintendent, Norbert Gonzales and are attached. It was communicated to Brooks that we would give them all the work and cut back on the second contractor, if they could meet production levels. At the end of 2015, all budgeted funds were expended utilizing the two contractors.

Current Contracts Structure

The sidewalk program contracts are awarded as a unit price contract with an approximate total value. This contract structure allows the Department to issue work orders based on the unit prices. As long as the lowest price contractor is able to take on additional work, they are issued work orders. When they fall behind or are not meeting production rates to expend the entire funds for the year, work orders are issued to the second contractor at their unit prices. This built in flexibility allows staff to utilize the lowest cost contractor to the fullest extent with the ability to complete additional work as needed from a second contractor.

Future Sidewalk Program

As our sidewalk program grows, the best means to utilize all available funding for the large backlog of sidewalk needs is likely a multi-contractor approach. Oftentimes, sidewalk contractor that provide the best pricing do not have the capacity to complete all of a city's work. When they take on additional work, outside of the city's contract, it has a large impact on their ability to produce. With smaller contractors, it makes sense to award additional unit price contracts, even with a higher price, in order to complete the work. Without the additional capacity provided by additional contractors, the funds will not be spent on needed repairs and the backlog of repairs continues to grow. The ideal situation for the future is to have two contractors with similar prices to ensure we complete all of the expected work every year. Unfortunately, we did not have that opportunity with when these contracts were bid in 2015. With future additional funding, we should be able to attract additional contractors willing to bid a very competitive price.

Recommended Action for the 2016/2017 Sidewalk Program

Based on the public comments from the representative of Brooks Concrete, Inc. at the April 25, 2016 City Council meeting, the Public Works Department recommends the following plan of action which will be reflected in the agenda requests at the City Council meeting on May 9, 2016.

- Award a contract to Precise in the estimated amount of **\$85,583** to complete the ongoing work in the Huntington subdivision.
- Award a contract to Brooks Concrete in the estimated amount of **\$587,545**, which is the total of existing encumbrances (\$81,874), the balance of the FY2016 funds (\$237,114), and half of the proposed base budget for FY2017 (\$268,557)
- Require Brooks to work a minimum of two areas (subdivision) of the City's choosing simultaneously
- Brooks Concrete's production rates will be monitored to ensure the available funds will be expended by the end of the fiscal year
- If production rates are not met over the next 3-4 months, staff will prepare new bid documents to rebid the contract to bring on additional contracting capacity and re-establish the dates to match the fiscal year
- If production rates are continually met, continue with the Brooks contract through the final renewal period.

7/20/15 9:00 am

Meeting w/ Brooks to discuss annual sidewalk contract production
Eric Wilson, Chris Brooks, Mark Graham, Norbert Gonzalez

- ° Eric asking Chris if they have a commitment to work for COP - we have funds to spend and that's why alt bidder was given Work Orders. Said if Brooks could commit to producing enough to spend the given funds, we would give all the work to them and cut back the alternate work.

Chris asked about getting paid at the same rate the alternate is getting, approx 30% more. Eric told him that would be a Finance question but doubted they would be paid the same rate.

We gave Chris maps & address lists for Green Tee
Sec 1, 2, 5, 6 & TH. & Sec 3, 4, & 7. Also gave him revised Veterans map showing Gap by Canterbury.

RESOLUTION NO. R2016-55

A Resolution of the City Council of the City of Pearland, Texas, renewing a unit cost contract for street and sidewalk maintenance with Brooks Concrete, Inc., in the estimated amount of \$587,545.00 for the period of May 18, 2016 through May 17, 2017.

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

Section 1. That the City previously awarded a contract to Brooks Concrete, Inc., and the secondary contract to Precise Services Inc., for street and sidewalk maintenance.

Section 2. That the City Council hereby renews a contract with Brooks Concrete, Inc., in the unit supply amounts reflected in Exhibit "A" attached hereto.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the purchase of street and sidewalk maintenance.

PASSED, APPROVED and ADOPTED this the ____ day of _____, A.D., 2016.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF:	April 25, 2016	ITEM NO.:	R2016-67
DATE SUBMITTED:	April 17, 2016	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Michael Leech	PRESENTOR:	Michael Leech
REVIEWED BY:	Trent Epperson	REVIEW DATE:	May 4, 2016
SUBJECT: R2016-67 - A Resolution of the City Council of the City of Pearland, Texas, renewing a unit cost contract for street and sidewalk maintenance with Precise Services, Inc., in the estimated amount of \$85,583.00 for the period of May 18, 2016 through May 17, 2017.			
EXHIBITS: R2016-67, Exhibit A - Bid Tabulation; B – Thursday Packet Memo			
FUNDING: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="display: flex; align-items: center;"> <input type="checkbox"/> Bonds To Be Sold </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> Grant </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> Bonds- Sold </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> Developer/Other </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> L/P – Sold </div> <div style="display: flex; align-items: center;"> <input checked="" type="checkbox"/> Cash </div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> L/P – To Be Sold </div> </div>			
EXPENDITURE REQUIRED: \$85,583 AMOUNT BUDGETED: \$537,114 FY16, \$537,114 FY17 (proposed base budget) AMOUNT AVAILABLE: \$404,571 FY16, \$268,557 FY17 PROJECT NO.: ACCOUNT NO.: 100-305-310.5600.060 Capital Outlay - Sidewalk ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:			
To be completed by Department: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> X Finance X Legal Ordinance X Resolution </div>			

EXECUTIVE SUMMARY

BACKGROUND

The purpose of this agenda request is to renew unit cost contract with Precise Services Inc. to perform concrete sidewalk and concrete street rehabilitation services.

SCOPE OF CONTRACT

Provision of Sidewalk and Street Maintenance on an as-needed basis as authorized by the City of Pearland Public Works Department.

BID AND AWARD

In 2015, the City solicited proposals through RFP Number 0315-27, which was published in the paper and posted on the City's e-bid website. The RFP consisted of multiple concrete services, ordered on an as-needed basis at fixed unit costs throughout the term of the contract. Services will include, but are not limited to: removal and replacement of failed sidewalk, construction of new sidewalks, wheelchair ramps, demolition/ removal/replacement of failed sections of concrete streets, curbs, valve boxes, etc.

The City received a total of five (5) responses to the RFP. Due to the magnitude of work to be completed, the recommendation in 2015 was to award to two vendors.

Based on the discussion at the April 25, 2016 City Council meeting, the contract renewal for Precise Services will only complete ongoing work in the Huntington subdivision and will not include any additional work.

SCHEDULE

Repairs and maintenance will be conducted on an as-needed basis, as determined by the City of Pearland Public Works Department.

POLICY/GOAL CONSIDERATION

This purchase is contemplated and recommended for the purpose of furthering the City's objective to provide for a sustainable infrastructure with infrastructure recapitalization thus maintaining the integrity of the City's sidewalks and streets.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Budgeted funding for this work is available in the Public Works Street and Drainage Division Operating Budget; account number (5600.060 Capital Outlay – Sidewalk).

O&M IMPACT INFORMATION

This is the first renewal of two allowed by the contract. However, if Brooks Concrete meets production goals for the remainder of FY16 and FY17, it will be no longer necessary to retain Precise Services.

RECOMMENDED ACTION

A Resolution of the City Council of the City of Pearland, Texas, awarding a renewal to the unit cost contract for street and sidewalk maintenance Precise Services, Inc. in the amount of \$85,583.

EXHIBIT A - BID TABULATION

Bid No. RFP 0315-27 Addendum 2
Close Date 4/10/2015 2:00:00 PM Central

Specification Responses	Description	UOM	QTY	Brooks Concrete Inc		Precise Services, Inc.		A-1 Construction Services		Teamwork Construction Services, Inc.		AGS	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Saw Cut Concrete (Full Depth) Sidewalk Removal and Replacement - 4-Inch thickness, 4-Foot Width	Linear Foot	140	\$5.15	\$721.00	\$8.20	\$1,148.00	\$10.80	\$1,512.00	\$8.00	\$1,120.00	\$8.00	\$1,120.00
2	Sidewalk Removal and Replacement - 4-Inch Thickness, 5-Foot Width	Linear Foot	28000	\$24.24	\$678,720.00	\$33.44	\$936,320.00	\$36.20	\$1,013,600.00	\$50.00	\$1,400,000.00	\$50.00	\$1,400,000.00
3	Sidewalk Removal and Replacement - 4-Inch Thickness, 6-Foot Width	Linear Foot	350	\$27.80	\$9,730.00	\$50.14	\$17,549.00	\$45.25	\$15,837.50	\$62.50	\$21,875.00	\$50.00	\$17,500.00
4	New Sidewalk Placement - 4-inch thickness, 4-foot width	Linear Foot	4200	\$22.04	\$92,568.00	\$32.36	\$135,912.00	\$25.52	\$107,184.00	\$40.00	\$168,000.00	\$50.00	\$210,000.00
5	New Sidewalk Placement - 4-inch thickness, 5-foot width	Linear Foot	350	\$26.15	\$9,152.50	\$48.27	\$16,894.50	\$31.90	\$11,165.00	\$50.00	\$17,500.00	\$55.00	\$19,250.00
6	New Sidewalk Placement - 4-inch thickness, 6-foot width	Linear Foot	350	\$30.42	\$10,647.00	\$52.59	\$18,406.50	\$38.28	\$13,398.00	\$60.00	\$21,000.00	\$65.00	\$22,750.00
7	Driveway Removal & Placement - 6-inch thickness, varying width	Square Yard	200	\$61.56	\$12,312.00	\$99.06	\$19,812.00	\$112.32	\$22,464.00	\$100.00	\$20,000.00	\$126.00	\$25,200.00
8	Street Removal & Replacement - 8-inch thickness, varying width	Square Yard	200	\$82.89	\$16,578.00	\$113.46	\$22,692.00	\$138.87	\$27,774.00	\$125.00	\$25,000.00	\$180.00	\$36,000.00
9	Wheel Chair Ramp Replacement: 4-inch thickness	EA	28	\$550.00	\$15,400.00	\$1,733.21	\$48,529.88	\$1,900.00	\$53,200.00	\$850.00	\$23,800.00	\$2,250.00	\$63,000.00
10	Manhole Adjusting/Repair	EA	28	\$300.00	\$8,400.00	\$1,190.28	\$33,327.84	\$800.00	\$22,400.00	\$1,250.00	\$35,000.00	\$1,250.00	\$35,000.00
11	Tree Root Barrier	Linear Foot	1400	\$3.50	\$4,900.00	\$18.74	\$26,236.00	\$15.00	\$21,000.00	\$25.00	\$35,000.00	\$25.00	\$35,000.00
12	Curb Removal and Replacement	Linear Foot	280	\$6.35	\$1,778.00	\$14.94	\$4,183.20	\$32.72	\$9,161.60	\$17.50	\$4,900.00	\$25.00	\$7,000.00
13	Valve Boxes, Meter Boxes, and Electrical Boxes Adjusting/Repair	EA	14	\$5.00	\$70.00	\$327.34	\$4,582.76	\$800.00	\$11,200.00	\$375.00	\$5,250.00	\$350.00	\$4,900.00
14	Inlet Adjusting/Repair	Each	14	\$100.00	\$1,400.00	\$1,286.27	\$18,007.78	\$800.00	\$11,200.00	\$1,500.00	\$21,000.00	\$1,250.00	\$17,500.00
15	Extra 5,000 PSI Reinforced Concrete, Where Required. Complete in place.	CY	14	\$100.00	\$1,400.00	\$743.28	\$10,405.92	\$250.00	\$3,500.00	\$50.00	\$700.00	\$225.00	\$3,150.00
16	Payment For Bonds and Insurance	EA	1	\$3,656.25	\$3,656.25	\$36,075.53	\$36,075.53	\$20,454.02	\$20,454.02	\$25,000.00	\$25,000.00	\$3,500.00	\$3,500.00
Total					\$878,898.75		\$1,368,447.41		\$1,384,055.12		\$1,851,395.00		\$1,920,120.00

Memo

To: Clay Pearson, City Manager

From: Michael Leech, Assistant Director of Public Works^{MAL}

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

Date: May 4, 2016

Re: Sidewalk Program



April 25, 2016 Agenda Items

The April 25, 2016 City Council Meeting included two new business items to **renew** the existing sidewalk rehabilitation contracts with Brooks Concrete, Inc. and Precise Services, Inc., which were originally awarded at the May 11, 2015 Council Meeting. The renewals were for the first of two possible one year contract extensions. Neither contractor requested an increase in unit prices from their awarded 2015 bids.

Background

Prior to FY13 the Public Works Department required only one contractor for the City's sidewalk rehabilitation program. At the time, Brooks was the contractor and the amount budgeted was smaller. However, there were still significant amounts of sidewalk funds unused at the end of FY2011 (\$106,662), 2012 (\$167,494), and 2013 (\$330,984). With a change in leadership in Public works in 2013, additional funding, and increased dedication to reduce of the backlog of sidewalk repairs, a concerted effort was made to increase production to utilize all available funds.

Discussions were had with Brooks Concrete during FY14 about their productivity. However they were unable to increase production as much as was necessary. Due to the inability of Brooks Concrete to meet the increased production needs in FY14, a second contractor was brought on board via an inter-local agreement with League City. This contractor was Team Work Services. At the end of 2014, only \$31,805 remained unused in the sidewalk fund.

The Team Work contract with League City expired in December of 2015. Therefore, for 2015 the City re-bid our contract and awarded the contracts to both Brooks Concrete Inc. and Precise Services.

In July of 2015, while planning for the sidewalk program in FY16, staff again met with Brooks to gauge their ability to complete the entire sidewalk program. Notes from this meeting were taken by Streets and Drainage Superintendent, Norbert Gonzales and are attached. It was communicated to Brooks that we would give them all the work and cut back on the second contractor, if they could meet production levels. At the end of 2015, all budgeted funds were expended utilizing the two contractors.

Current Contracts Structure

The sidewalk program contracts are awarded as a unit price contract with an approximate total value. This contract structure allows the Department to issue work orders based on the unit prices. As long as the lowest price contractor is able to take on additional work, they are issued work orders. When they fall behind or are not meeting production rates to expend the entire funds for the year, work orders are issued to the second contractor at their unit prices. This built in flexibility allows staff to utilize the lowest cost contractor to the fullest extent with the ability to complete additional work as needed from a second contractor.

Future Sidewalk Program

As our sidewalk program grows, the best means to utilize all available funding for the large backlog of sidewalk needs is likely a multi-contractor approach. Oftentimes, sidewalk contractor that provide the best pricing do not have the capacity to complete all of a city's work. When they take on additional work, outside of the city's contract, it has a large impact on their ability to produce. With smaller contractors, it makes sense to award additional unit price contracts, even with a higher price, in order to complete the work. Without the additional capacity provided by additional contractors, the funds will not be spent on needed repairs and the backlog of repairs continues to grow. The ideal situation for the future is to have two contractors with similar prices to ensure we complete all of the expected work every year. Unfortunately, we did not have that opportunity with when these contracts were bid in 2015. With future additional funding, we should be able to attract additional contractors willing to bid a very competitive price.

Recommended Action for the 2016/2017 Sidewalk Program

Based on the public comments from the representative of Brooks Concrete, Inc. at the April 25, 2016 City Council meeting, the Public Works Department recommends the following plan of action which will be reflected in the agenda requests at the City Council meeting on May 9, 2016.

- Award a contract to Precise in the estimated amount of **\$85,583** to complete the ongoing work in the Huntington subdivision.
- Award a contract to Brooks Concrete in the estimated amount of **\$587,545**, which is the total of existing encumbrances (\$81,874), the balance of the FY2016 funds (\$237,114), and half of the proposed base budget for FY2017 (\$268,557)
- Require Brooks to work a minimum of two areas (subdivision) of the City's choosing simultaneously
- Brooks Concrete's production rates will be monitored to ensure the available funds will be expended by the end of the fiscal year
- If production rates are not met over the next 3-4 months, staff will prepare new bid documents to rebid the contract to bring on additional contracting capacity and re-establish the dates to match the fiscal year
- If production rates are continually met, continue with the Brooks contract through the final renewal period.

7/20/15 9:00 am

Meeting w/ Brooks to discuss annual sidewalk contract production
Eric Wilson, Chris Brooks, Mark Graham, Norbert Gonzalez

- Eric asking Chris if they have a commitment to work for COP - we have funds to spend and that's why alt bidder was given Work Orders. Said if Brooks could commit to producing enough to spend the given funds, we would give all the work to them and cut back the alternate work.

Chris asked about getting paid at the same rate the alternate is getting, approx 30% more. Eric told him that would be a Finance question but doubted they would be paid the same rate.

We gave Chris maps & address lists for Green Tee
Sec 1, 2, 5, 6 & TH. & Sec 3, 4, & 7. Also gave him revised Veterans map showing Gap by Canterbury.

RESOLUTION NO. R2016-67

A Resolution of the City Council of the City of Pearland, Texas, renewing a unit cost contract for street and sidewalk maintenance with Precise Services, Inc., in the estimated amount of \$85,583.00 for the period of May 18, 2016 through May 17, 2017.

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

Section 1. That the City previously awarded a contract to Brooks Concrete, Inc., and the secondary contract to Precise Services Inc., for street and sidewalk maintenance.

Section 2. That the City Council hereby renews the secondary contract with Precise Services Inc., in the unit supply amounts reflected in Exhibit "A" attached hereto.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the purchase of street and sidewalk maintenance.

PASSED, APPROVED and ADOPTED this the ____ day of _____, A.D.,
2016.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF:	May 9, 2016	ITEM NO.:	R2016-73
DATE SUBMITTED:	April 28, 2016	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Michael Leech
REVIEWED BY:	Trent Epperson	REVIEW DATE:	May 4, 2016
SUBJECT: Resolution No. R2016-73; A resolution of the City Council of the City of Pearland, Texas, renewing a unit price bid for purchase of motor fuel from Houston-Pasadena Apache Oil Company, LP in the estimated amount of \$900,000 for the period of June 20, 2016 through June 19, 2017.			
EXHIBITS: R2016-73 Bid Tabulation			
FUNDING:			
<input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
EXPENDITURE REQUIRED: \$900,000 (est.) AMOUNT BUDGETED: \$900,000			
AMOUNT AVAILABLE: \$900,000		PROJECT NO.:	
ACCOUNT NO.: Various accounts (Among General Fund, Water & Sewer Fund & PEDC)			
ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
<input checked="" type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution			

EXECUTIVE SUMMARY

BACKGROUND

Pursuant to Resolution #R2014-57, City Council approved a bid award for motor fuel to Houston-Pasadena Apache Oil Company, LP in May, 2014 at a fixed margin above the prevailing Oil Price Information Service (OPIS) pricing for the Houston rack site.

SCOPE OF CONTRACT

Renewal for one (1) year, with two (2) one-year renewal options remaining.

BID AND AWARD

The initial contract term was for a period of one (1) year, with four (4) additional one (1) year renewal options available upon the mutual agreement of both parties and the approval of City Council.

Houston-Pasadena Apache Oil Company, LP has agreed to renew its contract with no price change at this time, therefore pricing for the renewal period will be at the originally-awarded margin pricing for regular unleaded and low-sulfur diesel fuel, respectively. It should be noted that the vast majority of fuel purchased under this contract is priced pursuant to the transport

delivery line items reflected in the tabulation, with bobtail pricing requested only for one-off instances where contractor fueling of specific City generators may be necessary.

SCHEDULE

Fuel to be purchased as needed throughout the period of June 20, 2016 through June 19, 2017.

POLICY/GOAL CONSIDERATION

Safe Community, Parks, Recreation & Events and Sustainable Infrastructure - The City's fueling stations are vital to the City's ability to deliver needed services. This supply contract will provide the necessary fuel to keep City vehicles and equipment in operation.

RECOMMENDED ACTION

A resolution of the City Council of the City of Pearland, Texas, renewing a unit price bid for the purchase of motor fuel from Houston-Pasadena Apache Oil Company, LP in the estimated amount of \$900,000 for the period of June 20, 2016 through June 19, 2017.

RESOLUTION NO. R2016-73

A Resolution of the City Council of the City of Pearland, Texas, renewing a unit price bid for the purchase of motor fuel from Houston-Pasadena Apache Oil, LP in the estimated amount of \$900,000 for the period of June 20, 2016 through June 19, 2017.

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

Section 1. That the City previously awarded a unit supply bid for the purchase of motor fuels.

Section 2. That the City Council hereby renews the bid with Houston-Pasadena Apache Oil, in the unit supply amounts reflected in Exhibit "A" attached hereto.

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

PASSED, APPROVED and ADOPTED this the ____ day of _____, A.D., 2016.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

BID TABULATION: PURCHASE OF MOTOR FUELS

BID OPENING DATE: Tuesday, May 15, 2014

BID NUMBER: 0414-34

Vendor	Houston-Pasadena Apache Oil Co	Petroleum Traders	Sun Coast	IPC USA Inc.	Reladyne/The Hurt Company	Atlantic Petroleum
Regular Unleaded, Transport Delivery - Per Gallon Margin	0.0000	0.0094	0.0148	0.0217	0.0197	0.2000
Diesel, low sulfur, Transport Delivery - Per Gallon Margin	0.0175	0.0193	0.0169	0.0388	0.0293	0.2000
Bobtail delivery Diesel - Low Sulfur						
Per Gallon (0 - 750 Gallons) Margin	\$0.45	\$0.22	\$0.3990	No Bid	\$0.2970	\$0.25
Per Gallon (751 - 2,000 Gallons) Margin	\$0.16	\$0.15	\$0.1898	No Bid	\$0.2493	\$0.25
Per Gallon (2,001 - 3,000 Gallons) Margin	\$0.06	\$0.07	\$0.0741	No Bid	\$0.1493	\$0.20

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

AGENDA OF: May 9, 2016	ITEM NO.: R2016-80
DATE SUBMITTED: May 4, 2016	DEPT. OF ORIGIN: Eng. & Capital Projects
PREPARED BY: Andrea Brinkley	PRESENTOR: Sue Polka, P.E.
REVIEWED BY: Trent Epperson	REVIEW DATE: May 4, 2016
SUBJECT: Resolution No. R2016-80 - A Resolution of the City Council of the City of Pearland, Texas, approving a funding application to the Texas Water Development Board, Drinking Water State Revolving Fund (DWSRF) program; for the preliminary design, pilot testing, final design, and first phase construction of a Surface Water Treatment Plant and associated water conveyance infrastructure in the amount of \$145,000,000.	
EXHIBITS: R-2016-80, Exhibit A – Resolution forms for Texas Water Development Board Drinking Water State Revolving Fund (DWSRF) Funding assistance, B - Comparison of Loans Proforma, C-Surface Water Plant Location & Water Transmission Line Maps	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: NA AMOUNT BUDGETED: \$100,000 AMOUNT AVAILABLE: \$100,000 PROJECT NO.: WA1605 ACCOUNT NO.: 550-300-345.5600.010 ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: X Finance X Legal Ordinance X Resolution	

EXECUTIVE SUMMARY

BACKGROUND

The Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF), authorized by the Safe Drinking Water Act, provides low-cost financial assistance for planning, design, and construction of water infrastructure. The DWSRF loan program is administered for the U.S. Environmental Protection Agency (EPA), and the State of Texas by the TWDB. The program provides long-term fixed-rate loans at

below market interest rates. The range of repayment terms for a DWSRF loan is 20 - 30 years.

The City submitted the Surface Water Plant project for initial funding consideration in earlier this year. Similar to the TWDB funding assistance for the Reflection Bay Water Reclamation Facility project, the interest rates quoted by the TWDB DWSRF program are below the bond market rates. The Finance Department and the City's Bond Counsel have reviewed the possible savings compared to standard bonds and support this funding method.

It should be noted that the City is pursuing both the State Water Implementation Fund for Texas (SWIFT) program and the DWSRF program for funding consideration. **The best, most favorable loan program for the City will be selected.** The loan and interest rates will be finalized via a bond ordinance and brought to Council for consideration and approval at the time of closing.

SCOPE OF CONTRACT/AGREEMENT

The DWSRF funding assistance request will include the funding for preliminary design, pilot testing, final design, and construction of the first phase (10 MGD) Surface Water Treatment plant and associated water conveyance infrastructure. The current estimate of all costs for a facility of this type and size is \$145 million.

The loan requirements include a loan origination fee, the adoption of a Water Conservation and Drought Contingency Plans (which are in place), the preparation of an Environmental Assessment and construction requirements such as Davis-Bacon wage rates, and compliance with the EPA's Disadvantaged Business program, American Iron and Steel provisions that are not required for the City's normal bond funding. There will be similar administrative complexities that the City is already engaged in with other state and federally funded projects.

The DWSRF program allows full funding of the loan, or a multi-year funding with a full commitment to the total cost of the loan. The multi-year funding option allows the borrower to close on portions of the loan annually up to the total amount of the commitment. This program does not allow deferral of any portion of the loan.

BID AND AWARD

N/A

SCHEDULE

The DWSRF anticipated funding schedule is the submittal of the preliminary application in May 2016, a favorable consideration, and invitation to submit a full application by August 2016. The TWDB Board would then request a City commitment in November 2016, followed by a loan closing process in late November – December 2016 for the current funding cycle. There is an option to delay closing for one year. Staff anticipates that the City would close on the whole loan amount and structure the bond series as would be required for the different phases of the project.

POLICY/GOAL CONSIDERATION

The Surface Water Plant project was included in the 2016 – 2020 Fiscal Year Capital Improvement plan. The Council Strategic Priorities of **Sustainable Infrastructure and Safe Community** are met by ensuring the City's drinking water capacity is expanded and meeting mandated requirements, and by taking advantage of the TWDB low interest rate SWIFT loan program, the City is being **Fiscally Responsible**.

RECOMMENDED ACTION

Staff recommends that Council approve a resolution authorizing the submittal of a funding assistance application to the Texas Water Development Board Drinking Water Revolving Fund (DWSRF) for the costs associated with the preliminary design, pilot testing, final design, and construction of the first phase (10 MGD) Surface Water Treatment plant and associated water conveyance infrastructure in the amount of \$145 million and authorize the City Manager to sign and submit the resolution and required forms.

Exhibit A

TWDB-0201a
Rev 1/3/2014

Application Filing and Authorized Representative Resolution (WRD-201a)

A RESOLUTION by the _____ City Council _____ of the City of Pearland, Texas _____ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council _____ OF THE City of Pearland, Texas _____ :

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 145,000,000 to provide for the costs of expansion of the City's Surface Water Treatment Plant including preliminary design, pilot testing, final design, and construction of the first phase (10 MGD) Surface Water Treatment plant and associated water conveyance infrastructure

SECTION 2: That City Manager, Deputy City Manager and Assistant City Manager be and is hereby designated the authorized representative of the City of Pearland, Texas _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Pearland, Texas before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Mr. John Robuck, Vice President - Texas Public Finance
BOSC, Inc.
1401 McKinney St. Suite 1000 Houston, TX 77010

Engineer: Mr. Jeffrey Peters, P.E., BCEE
CDM Smith Inc.
3050 Post Oak Blvd., Suite 300 Houston, Texas 77056

Bond Counsel: Mr. Rick A. Witte
Andrews Kurth
600 Travis, Suite 4200 Houston TX 77002

PASSED AND APPROVED, this the 9th day of May _____, 20 16 .

ATTEST: _____

By: _____

(Seal)

Application Affidavit (WRD-201)

THE STATE OF TEXAS §
COUNTY OF Brazoria §
APPLICANT City of Pearland, Texas §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Mr. Clay Pearson as the Authorized Representative of the City of Pearland, Texas, who being by me duly sworn, upon oath says that:

1. the decision by the City of Pearland, Texas (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("Board") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing all such notice as required by such Act as is applicable to the City of Pearland, Texas (authority, city, county, corporation, district) ;

2. the information submitted in the application is true and correct according to my best knowledge and belief;

3. the City of Pearland, Texas (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):
the pending compliance violations and enforcement negotiations with the Texas Commission on Environmental Quality concerning the Reflection Bay Water Reclamation Facility and Barry Rose Water Reclamation Facility.

4. the City of Pearland, Texas (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the Board provides the financial assistance; and

5. the City of Pearland, Texas (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the Board.

Official Representative - Mr. Clay Pearson

Title: City Manager

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
this _____ day of _____, 20____.

(NOTARY'S SEAL)

Notary Public, State of Texas

Application Resolution - Certificate of Secretary (WRD-201b)

THE STATE OF TEXAS §
COUNTY OF _____ §
APPLICANT _____ §

I, the undersigned, Secretary of the _____ Texas,
DO HEREBY CERTIFY as follows:

1. That on the _____ day of _____, 20____, a regular/special meeting of the _____ was held at a meeting place within the City; the duly constituted members of the _____ being as follows:

_____ and all of said persons were present at said meeting, except the following:

Among other business considered at said meeting, the attached resolution entitled:

"A RESOLUTION by the _____ of the _____ requesting financial participation from the Texas Water Development Board; authorizing the _____ of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the _____ for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made by _____ and seconded by _____, the resolution was duly passed and adopted by the _____ by the following vote:

_____ voted "For" _____ voted "Against" _____ abstained

all as shown in the official Minutes of the _____ for the meeting held on the aforesaid date.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the _____; the duly qualified and acting members of the _____ on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of said meeting was given to each member of the _____; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above entitled resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said _____, this the _____ of _____, 20____.

Secretary

(SEAL)

City Council

City of Pearland, Texas

City of Pearland City Council

City Council

City Council of the City of Pearland, Texas

City of Pearland

9th

May

16

City of Pearland

STATE OF TEXAS

§
§
§

COUNTY OF Brazoria

SITE CERTIFICATE

Before me, the undersigned notary, on this day personally appeared Clay Pearson, City Manager , a person whose identity is known to me or who has presented to me a satisfactory proof of identity. After I administered an oath, this person swore to the following:

- (1) My name is Clay Pearson, City Manager of the City of Pearland, Texas . I am over 18 years of age and I am of sound mind, and capable of swearing to the facts contained in this Site Certificate. The facts stated in this certificate are within my personal knowledge and are true and correct.
- (2) I am an authorized representative of City of Pearland , an entity that has filed an application for financial assistance with the Texas Water Development Board for a (water) (wastewater) project.

LEGAL CERTIFICATION – OWNERSHIP INTEREST

This is to certify that _____ the City of Pearland, Texas
(Legal Name of Applicant, i.e., City, District, etc.)

has acquired or is in the process of acquiring the necessary real property interest, as evidenced by fee simple purchase or fully executed earnest money contracts, firm option agreements to purchase the subject property or the initiation of eminent domain procedures, that such acquisition will guarantee access and egress and such interest will contain the necessary easements, rights of way or unrestricted use as is required for the project being financed by the Texas Water Development Board. The legal description is referenced below:

_____.
3720 CR 48, Rosharon TX 77583
(Location, and Description of Property Interests acquired for Project)

Any deeds or other instruments required to be recorded to protect the title(s) held by

the City of Pearland, Texas
(Legal Name of Applicant)

have been recorded or filed for the record in the County deed records or other required location.

LEGAL CERTIFICATION – LEASE/CONTRACT

In the alternative, I certify that _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed a written lease or other contractual agreement to use the property needed for this (water) (wastewater) project that extends through _____, the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. A copy of this lease or agreement is attached hereto.

LEGAL CERTIFICATION – PROPERTY EASEMENT

Not Applicable

In the alternative, I certify that _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed an express easement to use the property needed for this (water) (wastewater) project that extends through _____, the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. A copy of the express easement agreement is attached hereto.

EXECUTED this _____ day of _____, 20____.

(Signature)

City Manager
Mr. Clay Pearson
(Print Name)
(Title)

Sworn to and subscribed before me by _____ on _____, 20____.

Notary Public in and for the State of Texas

[SEAL]

My Commission expires: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Head of Agency or Organization

Date

Type Name & Title

Name and Address of Agency/Organization:

Mr. Clay Garrison
City Manager
City of Pearland, Texas
3519 Liberty Drive
Pearland, TX 77581

Debarment / Suspension Certification

I, Clay Pearson, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)

System for Award Management (www.sam.gov) website and determined that

the City of Pearland is not shown as an “excluded party” that is debarred,
(Name of entity)

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

May 9, 2016
Date

City Manger
Title

City of Pearland
Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an “excluded party” that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an “excluded party” prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

ISSUE BEING EVALUATED
FOR ILLUSTRATION PURPOSES ONLY

SWIFT LOAN

Dated Date: 6/1/2016
Delivery Date: 6/1/2016
First Interest: 12/1/2016
First Principal 6/1/2017
Last Principal: 6/1/2046
Fiscal Year End: 09/30

Source: SWIFT-LOW-30YR
Case: -
Admin.Fee: \$ -
Admin. Fee
Payment Date: N/A

NON-SWIFT LOAN

Dated Date: 6/1/2016
Delivery Date: 6/1/2016
First Interest: 12/1/2016
First Principal 6/1/2017
Last Principal: 6/1/2046
Fiscal Year End: 9/30

Source: DWSRF
Case: -
Admin.Fee: \$ 3,190,709
Admin. Fee Payment
Date: 6/1/2016

FISCAL YEAR	\$145,000,000 ISSUE				\$148,190,709 ISSUE			
	PRINCIPAL PAYMENT	INTEREST RATE	INTEREST PAYMENT	TOTAL PAYMENT	PRINCIPAL PAYMENT	INTEREST RATE	INTEREST PAYMENT	TOTAL PAYMENT
2017	3,600,000	0.45%	3,456,020	7,056,020	4,280,000	0.00%	1,968,986	6,248,986
2018	3,620,000	0.67%	3,439,820	7,059,820	4,280,000	0.00%	1,968,986	6,248,986
2019	3,640,000	0.86%	3,415,566	7,055,566	4,280,000	0.00%	1,968,986	6,248,986
2020	3,675,000	1.05%	3,384,262	7,059,262	4,280,000	0.10%	1,968,986	6,248,986
2021	3,710,000	1.22%	3,345,674	7,055,674	4,280,000	0.30%	1,964,706	6,244,706
2022	3,760,000	1.39%	3,300,412	7,060,412	4,295,000	0.52%	1,951,866	6,246,866
2023	3,810,000	1.57%	3,248,148	7,058,148	4,320,000	0.72%	1,929,532	6,249,532
2024	3,870,000	1.68%	3,188,331	7,058,331	4,350,000	0.85%	1,898,428	6,248,428
2025	3,935,000	1.76%	3,123,315	7,058,315	4,385,000	0.96%	1,861,453	6,246,453
2026	4,005,000	1.97%	3,054,059	7,059,059	4,430,000	1.10%	1,819,357	6,249,357
2027	4,085,000	2.19%	2,975,161	7,060,161	4,475,000	1.22%	1,770,627	6,245,627
2028	4,170,000	2.36%	2,885,699	7,055,699	4,530,000	1.33%	1,716,032	6,246,032
2029	4,270,000	2.54%	2,787,287	7,057,287	4,590,000	1.42%	1,655,783	6,245,783
2030	4,380,000	2.65%	2,678,829	7,058,829	4,655,000	1.51%	1,590,605	6,245,605
2031	4,495,000	2.75%	2,562,759	7,057,759	4,725,000	1.58%	1,520,315	6,245,315
2032	4,620,000	2.80%	2,439,147	7,059,147	4,800,000	1.64%	1,445,660	6,245,660
2033	4,750,000	2.86%	2,309,787	7,059,787	4,880,000	1.69%	1,366,940	6,246,940
2034	4,885,000	2.88%	2,173,937	7,058,937	4,965,000	1.74%	1,284,468	6,249,468
2035	5,025,000	2.91%	2,033,249	7,058,249	5,050,000	1.79%	1,198,077	6,248,077
2036	5,170,000	3.11%	1,887,021	7,057,021	5,140,000	1.84%	1,107,682	6,247,682
2037	5,330,000	3.11%	1,726,234	7,056,234	5,235,000	1.88%	1,013,106	6,248,106
2038	5,495,000	3.11%	1,560,471	7,055,471	5,330,000	1.92%	914,688	6,244,688
2039	5,670,000	3.12%	1,389,577	7,059,577	5,435,000	1.95%	812,352	6,247,352
2040	5,845,000	3.12%	1,212,673	7,057,673	5,540,000	1.98%	706,369	6,246,369
2041	6,030,000	3.20%	1,030,309	7,060,309	5,650,000	2.00%	596,677	6,246,677
2042	6,220,000	3.20%	837,349	7,057,349	5,765,000	2.02%	483,677	6,248,677
2043	6,420,000	3.21%	638,309	7,058,309	5,880,000	2.03%	367,224	6,247,224
2044	6,625,000	3.21%	432,227	7,057,227	6,000,000	2.04%	247,860	6,247,860
2045	6,840,000	3.21%	219,564	7,059,564	6,120,000	2.05%	125,460	6,245,460
2046	7,050,000	0.00%	-	7,050,000	6,245,709	0.00%	-	6,245,709
\$	145,000,000		\$ 66,735,189	\$ 211,735,189	\$ 148,190,709		\$ 39,224,884	\$ 187,415,593

\$145,000,000 ISSUANCE	
AVERAGE (MATURITY) LIFE	17.35 YEARS
NET INTEREST RATE	2.652%
COST SAVINGS	-\$24,319,596
AVERAGE ANNUAL REQUIREMENT	\$6,830,167

\$148,190,709 ISSUANCE	
AVERAGE (MATURITY) LIFE	16.56 YEARS
NET INTEREST RATE	1.598%
AVERAGE ANNUAL REQUIREMENT	\$6,045,664

City of Pearland, Texas
Water and Sewer System Revenue Bonds
Public Sale Analysis (Comparison to SWIFT and DWSRF)

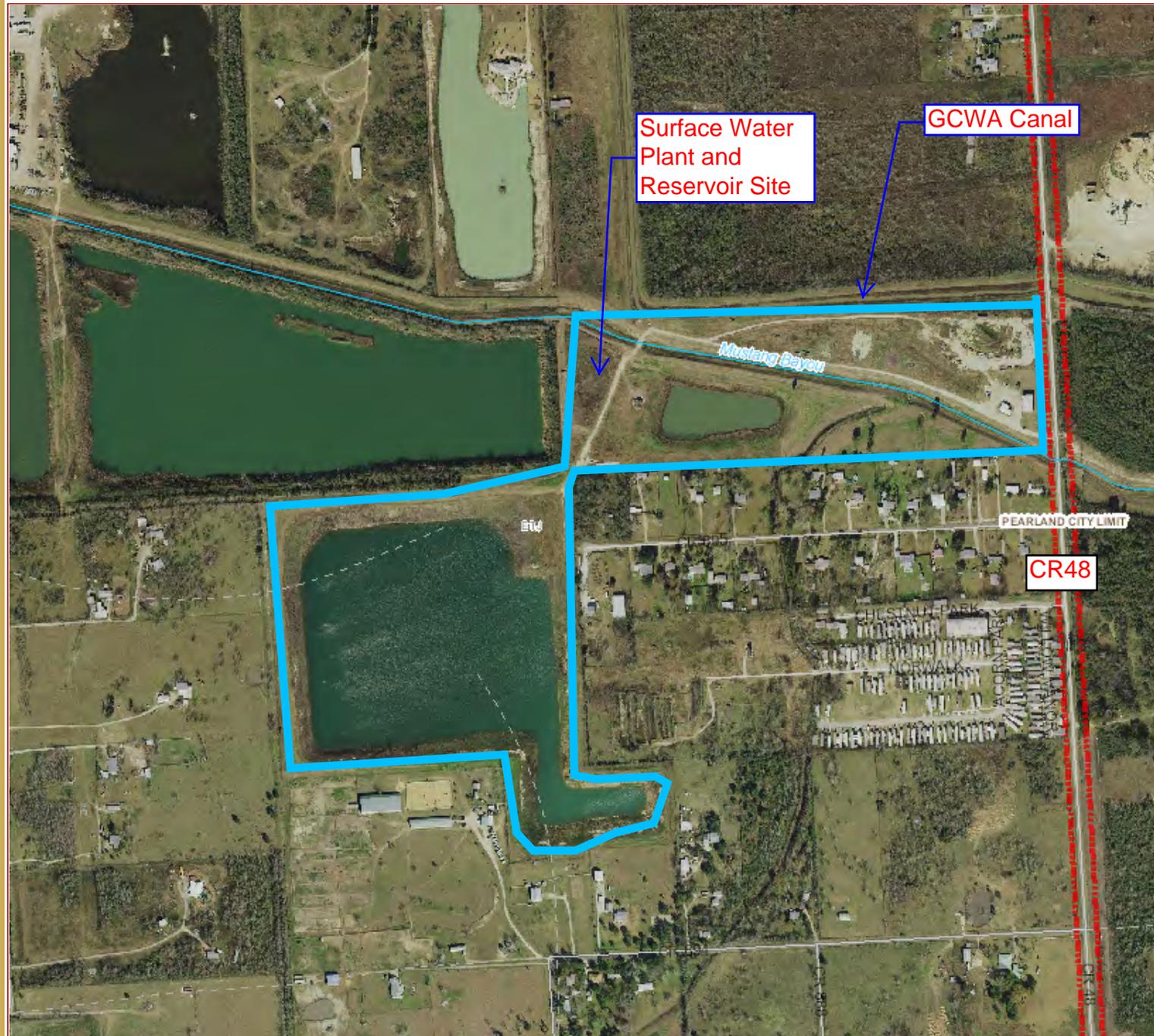
Fiscal Year Ending (9/30)	\$145,000,000 in Proceeds (Public Sale)			
	Principal *	Interest Rate	Interest (a)	Total
2017	3,550,000	0.83%	3,688,607	7,238,607
2018	3,580,000	0.93%	3,659,142	7,239,142
2019	3,610,000	1.09%	3,625,848	7,235,848
2020	3,650,000	1.24%	3,586,499	7,236,499
2021	3,695,000	1.39%	3,541,239	7,236,239
2022	3,750,000	1.58%	3,489,879	7,239,879
2023	3,810,000	1.73%	3,430,629	7,240,629
2024	3,875,000	1.88%	3,364,716	7,239,716
2025	3,945,000	2.04%	3,291,866	7,236,866
2026	4,025,000	2.19%	3,211,388	7,236,388
2027	4,115,000	2.32%	3,123,240	7,238,240
2028	4,210,000	2.41%	3,027,772	7,237,772
2029	4,310,000	2.49%	2,926,311	7,236,311
2030	4,420,000	2.56%	2,818,992	7,238,992
2031	4,530,000	2.62%	2,705,840	7,235,840
2032	4,650,000	2.68%	2,587,154	7,237,154
2033	4,775,000	2.74%	2,462,534	7,237,534
2034	4,905,000	2.80%	2,331,699	7,236,699
2035	5,045,000	2.86%	2,194,359	7,239,359
2036	5,190,000	2.92%	2,050,072	7,240,072
2037	5,340,000	2.97%	1,898,524	7,238,524
2038	5,500,000	3.01%	1,739,926	7,239,926
2039	5,665,000	3.04%	1,574,376	7,239,376
2040	5,835,000	3.07%	1,402,160	7,237,160
2041	6,015,000	3.10%	1,223,026	7,238,026
2042	6,200,000	3.12%	1,036,561	7,236,561
2043	6,395,000	3.13%	843,121	7,238,121
2044	6,595,000	3.14%	642,957	7,237,957
2045	6,800,000	3.15%	435,874	7,235,874
2046	7,015,000	3.16%	221,674	7,236,674
Total	145,000,000		72,135,981	217,135,981

* Preliminary, subject to change. Includes estimated costs of issuance. Assumes Reserve Fund will be funded with equal monthly cash deposits over 60 months.

(a) Interest estimated at current market rates for illustrative purposes only.

\$145,000,000 ISSUANCE	
Average (Maturity) Life	17.35 Years
Net Interest Rate	2.832%
Cost Savings (Compared to DWSRF)	(29,720,388)
Average Annual Requirement	7,237,866

Surface Water Plant Location Map

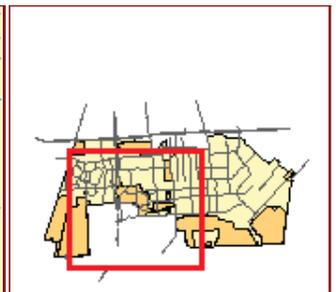
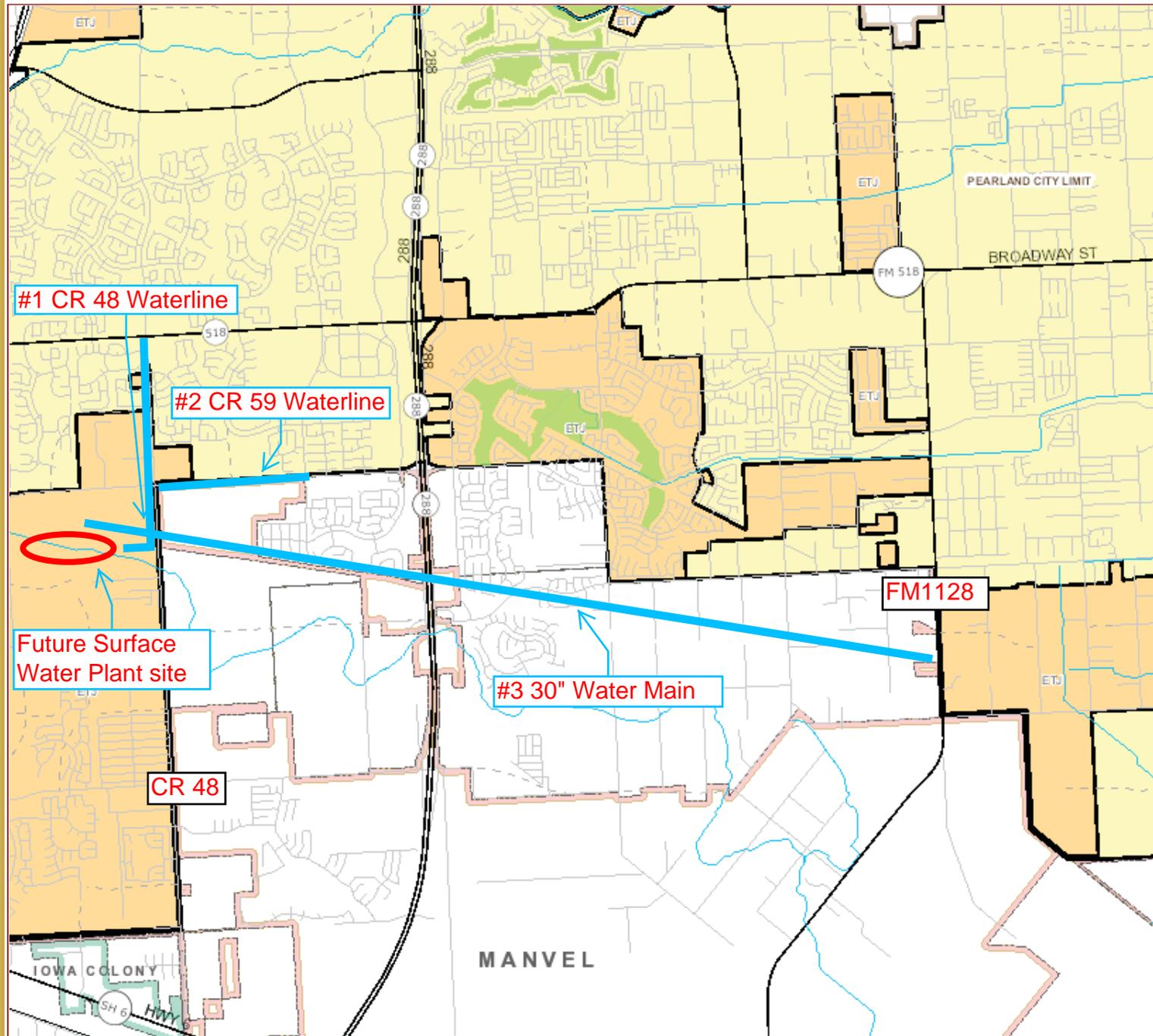


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Scale 1:8,033
1 in = 669 ft
May 04, 2016



Surface Water Plant Transmission Lines



- #1 - CR 48 Waterline (Surface Water Plant to Broadway)
- #2 - CR 59 Waterline (CR 48 to Kirby Dr)
- #3 - 30" Water Main (Surface Water Plant to FM 1128 along American Canal)



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

Scale 1:57,540
 1 in = 4,795 ft
 May 03, 2016

NORTH

RESOLUTION NO. R2016-80

A Resolution of the City Council of the City of Pearland, Texas, approving a funding application to the Texas Water Development Board, Drinking Water State Revolving Fund (DWSRF) program; for the preliminary design, pilot testing, final design, and first phase construction of a Surface Water Treatment Plant and associated water conveyance infrastructure in the amount of \$145,000,000.

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

Section 1. That the City Council hereby approves application for Texas Water Development Board, Drinking Water State Revolving Fund (DWSRF) program; for the preliminary design, pilot testing, final design, and first phase construction of a Surface Water Treatment Plant and associated water conveyance infrastructure in the amount of \$145,000,000, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF: May 9, 2016	ITEM NO.: R2016-79
DATE SUBMITTED:	DEPT. OF ORIGIN: Eng. & Capital Projects
PREPARED BY: Andrea Brinkley	PRESENTOR: Sue Polka, P.E.
REVIEWED BY: Trent Epperson	REVIEW DATE: May 4, 2016
SUBJECT: Resolution No. R2016-79 - A Resolution of the City Council of the City of Pearland, Texas, approving a funding application to the Texas Water Development Board, State Water Implementation Fund for Texas (SWIFT) program; for the preliminary design, pilot testing, final design, and first phase construction of a Surface Water Treatment Plant and associated water conveyance infrastructure in the amount of \$145,000,000.	
EXHIBITS: R-2016-79, Exhibit A - Resolution form for Texas Water Development Board State Water Implementation Fund for Texas (SWIFT) Funding assistance, B - Comparison of Loans Proforma, C - Surface Water Plant Location & Water Transmission Line Maps	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: NA AMOUNT BUDGETED: \$100,000 AMOUNT AVAILABLE: \$100,000 PROJECT NO.: WA1605 ACCOUNT NO.: 550-300-345.5600.010 ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: X Finance X Legal Ordinance X Resolution	

EXECUTIVE SUMMARY

BACKGROUND

The Texas Water Development Board (TWDB) State Water Implementation Fund for Texas (SWIFT) provides low cost financing for planning, design and construction of drinking water infrastructure projects. The SWIFT loan program is administered for the State of Texas by the TWDB. The SWIFT program provides long-term fixed-rate loans at below market interest rates. Passed by the Legislature and approved by Texas voters

through a constitutional amendment, the SWIFT program helps communities develop and optimize water supplies at cost-effective rates. The program provides low-interest loans, extended repayment terms, deferral of loan repayments, and incremental repurchase terms for projects with state ownership aspects. The range of repayment terms for a low interest SWIFT loan is 20 - 30 years, and the subsidy amounts for each loan term range from 30% on the shorter term to 20% on the longer term. The loan deferral option has a benefit of funding developmental costs such as planning and design, and principal and interest is deferred up to eight years.

The City submitted the Surface Water Plant project for initial funding consideration in earlier this year. Similar to the TWDB funding assistance for the Reflection Bay Water Reclamation Facility project, the interest rates quoted by the TWDB SWIFT program are below the bond market rates. The Finance Department and the City's Bond Counsel have reviewed the possible savings compared to standard bonds and support this funding method.

It should be noted that the City is pursuing both the SWIFT program and the Drinking Water State Revolving Fund (DWSRF) program for funding consideration. **The best, most favorable loan program for the City will be selected.** The loan and interest rates will be finalized via a bond ordinance and brought to Council for consideration and approval at the time of closing.

SCOPE OF CONTRACT/AGREEMENT

The SWIFT funding assistance request will include the funding for preliminary design, pilot testing, final design, and construction of the first phase (10 MGD) Surface Water Treatment plant and associated water conveyance infrastructure. The current estimate of all costs for a facility of this type and size is \$145 million.

The loan requirements include a loan origination fee, the adoption of a Water Conservation and Drought Contingency Plans (which are in place), the preparation of an Environmental Assessment and State environmental review, and construction requirements such as Historically Underutilized Business reporting, and the completion of an infrastructure financing survey. There will be similar administrative complexities that the City is already engaged in with other state and federally funded projects.

The SWIFT program allows a loan deferral program where the loan is deferred for up to eight years for planning and design costs only with a 20-30 year term that covers the planning, design and construction, and a low interest multi-year loan program with a commitment to the total cost of the loan. The multi-year funding option allows the borrower to close on portions of the loan annually up to the total amount of the commitment. The commitment timeline is one month earlier than the DWSRF (July vs. November).

BID AND AWARD

N/A

SCHEDULE

The SWIFT program has a twice a year funding cycle, and the anticipated funding schedule is the submittal of the application in mid May 2016, a favorable consideration by the TWDB Board in July 2016, and commitment at this time (following the July Board meeting) and financing agreement in September or October 2016, a loan closing process that could start as early as November 2016 for the current funding cycle. Staff anticipates that the loan structure and bond series would be structured in several phases to allow for the different phases of the project.

POLICY/GOAL CONSIDERATION

The Surface Water Plant project was included in the 2016 – 2020 Fiscal Year Capital Improvement plan. The Council Strategic Priorities of **Sustainable Infrastructure and Safe Community** are met by ensuring the City's drinking water capacity is expanded and meeting mandated requirements, and by taking advantage of the TWDB low interest rate SWIFT loan program, the City is being **Fiscally Responsible**.

RECOMMENDED ACTION

Staff recommends that Council approve a resolution authorizing the submittal of a funding assistance application to the Texas Water Development Board State Water Implementation Fund for Texas (SWIFT) for the costs associated with the preliminary design, pilot testing, final design, and construction of the first phase (10 MGD) Surface Water Treatment plant and associated water conveyance infrastructure in the amount of \$145 million and authorize the City Manager to sign and submit the required forms.

Exhibit A

TWDB-0201a
Rev 1/3/2014

Application Filing and Authorized Representative Resolution (WRD-201a)

A RESOLUTION by the _____ City Council _____ of the City of Pearland, Texas _____ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council _____ OF THE City of Pearland, Texas _____ :

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 145,000,000 to provide for the costs of expansion of the City's Surface Water Treatment Plant including preliminary design, pilot testing, final design, and construction of the first phase (10 MGD) Surface Water Treatment plant and associated water conveyance infrastructure

SECTION 2: That City Manager, Deputy City Manager and Assistant City Manager be and is hereby designated the authorized representative of the City of Pearland, Texas _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Pearland, Texas before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Mr. John Robuck, Vice President - Texas Public Finance
BOSC, Inc.
1401 McKinney St. Suite 1000 Houston, TX 77010

Engineer: Mr. Jeffrey Peters, P.E., BCEE
CDM Smith Inc.
3050 Post Oak Blvd., Suite 300 Houston, Texas 77056

Bond Counsel: Mr. Rick A. Witte
Andrews Kurth
600 Travis, Suite 4200 Houston TX 77002

PASSED AND APPROVED, this the 9th day of May _____, 20 16 .

ATTEST: _____

By: _____

(Seal)

Application Affidavit (WRD-201)

THE STATE OF TEXAS §
COUNTY OF Brazoria §
APPLICANT City of Pearland, Texas §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Mr. Clay Pearson as the Authorized Representative of the City of Pearland, Texas, who being by me duly sworn, upon oath says that:

1. the decision by the City of Pearland, Texas (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("Board") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing all such notice as required by such Act as is applicable to the City of Pearland, Texas (authority, city, county, corporation, district) ;

2. the information submitted in the application is true and correct according to my best knowledge and belief;

3. the City of Pearland, Texas (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"): the pending compliance violations and enforcement negotiations with the Texas Commission on Environmental Quality concerning the Reflection Bay Water Reclamation Facility and Barry Rose Water Reclamation Facility.

4. the City of Pearland, Texas (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the Board provides the financial assistance; and

5. the City of Pearland, Texas (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the Board.

Official Representative - Mr. Clay Pearson

Title: City Manager

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
this _____ day of _____, 20____.

(NOTARY'S SEAL)

Notary Public, State of Texas

Application Resolution - Certificate of Secretary (WRD-201b)

THE STATE OF TEXAS §
COUNTY OF _____ §
APPLICANT _____ §

I, the undersigned, Secretary of the _____ Texas,
DO HEREBY CERTIFY as follows:

1. That on the _____ day of _____, 20____, a regular/special meeting of the _____ was held at a meeting place within the City; the duly constituted members of the _____ being as follows:

_____ and all of said persons were present at said meeting, except the following:

Among other business considered at said meeting, the attached resolution entitled:

"A RESOLUTION by the _____ of the _____ requesting financial participation from the Texas Water Development Board; authorizing the _____ of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the _____ for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made by _____ and seconded by _____, the resolution was duly passed and adopted by the _____ by the following vote:

_____ voted "For" _____ voted "Against" _____ abstained

all as shown in the official Minutes of the _____ for the meeting held on the aforesaid date.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the _____; the duly qualified and acting members of the _____ on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of said meeting was given to each member of the _____; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above entitled resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said _____, this the _____ of _____, 20____.

Secretary

(SEAL)

City Council

City of Pearland, Texas

City of Pearland City Council

City Council

City Council of the City of Pearland, Texas

City of Pearland

9th

May

16

City of Pearland

STATE OF TEXAS

§
§
§

COUNTY OF Brazoria

SITE CERTIFICATE

Before me, the undersigned notary, on this day personally appeared Clay Pearson, City Manager , a person whose identity is known to me or who has presented to me a satisfactory proof of identity. After I administered an oath, this person swore to the following:

- (1) My name is Clay Pearson, City Manager of the City of Pearland, Texas . I am over 18 years of age and I am of sound mind, and capable of swearing to the facts contained in this Site Certificate. The facts stated in this certificate are within my personal knowledge and are true and correct.
- (2) I am an authorized representative of City of Pearland , an entity that has filed an application for financial assistance with the Texas Water Development Board for a (water) (wastewater) project.

LEGAL CERTIFICATION – OWNERSHIP INTEREST

This is to certify that _____ the City of Pearland, Texas
(Legal Name of Applicant, i.e., City, District, etc.)

has acquired or is in the process of acquiring the necessary real property interest, as evidenced by fee simple purchase or fully executed earnest money contracts, firm option agreements to purchase the subject property or the initiation of eminent domain procedures, that such acquisition will guarantee access and egress and such interest will contain the necessary easements, rights of way or unrestricted use as is required for the project being financed by the Texas Water Development Board. The legal description is referenced below:

_____.
3720 CR 48, Rosharon TX 77583
(Location, and Description of Property Interests acquired for Project)

Any deeds or other instruments required to be recorded to protect the title(s) held by

the City of Pearland, Texas
(Legal Name of Applicant)

have been recorded or filed for the record in the County deed records or other required location.

LEGAL CERTIFICATION – LEASE/CONTRACT

In the alternative, I certify that _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed a written lease or other contractual agreement to use the property needed for this (water) (wastewater) project that extends through _____, the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. A copy of this lease or agreement is attached hereto.

LEGAL CERTIFICATION – PROPERTY EASEMENT

In the alternative, I certify that _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed an express easement to use the property needed for this (water) (wastewater) project that extends through _____, the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. A copy of the express easement agreement is attached hereto.

Not Applicable

EXECUTED this _____ day of _____, 20____.

(Signature)

City Manager
Mr. Clay Pearson
(Print Name)
(Title)

Sworn to and subscribed before me by _____ on _____, 20____.

Notary Public in and for the State of Texas

[SEAL]

My Commission expires: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Head of Agency or Organization

Date

Type Name & Title

Name and Address of Agency/Organization:

Mr. Clay Garrison
City Manager
City of Pearland, Texas
3519 Liberty Drive
Pearland, TX 77581

Debarment / Suspension Certification

I, Clay Pearson, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)

System for Award Management (www.sam.gov) website and determined that

the City of Pearland is not shown as an “excluded party” that is debarred,
(Name of entity)

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

May 9, 2016
Date

City Manger
Title

City of Pearland
Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an “excluded party” that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an “excluded party” prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

ISSUE BEING EVALUATED
FOR ILLUSTRATION PURPOSES ONLY

SWIFT LOAN

Dated Date: 6/1/2016
Delivery Date: 6/1/2016
First Interest: 12/1/2016
First Principal 6/1/2017
Last Principal: 6/1/2046
Fiscal Year End: 09/30

Source: SWIFT-LOW-30YR
Case: -
Admin.Fee: \$ -
Admin. Fee
Payment Date: N/A

NON-SWIFT LOAN

Dated Date: 6/1/2016
Delivery Date: 6/1/2016
First Interest: 12/1/2016
First Principal 6/1/2017
Last Principal: 6/1/2046
Fiscal Year End: 9/30

Source: DWSRF
Case: -
Admin.Fee: \$ 3,190,709
Admin. Fee Payment
Date: 6/1/2016

FISCAL YEAR	\$145,000,000 ISSUE				\$148,190,709 ISSUE			
	PRINCIPAL PAYMENT	INTEREST RATE	INTEREST PAYMENT	TOTAL PAYMENT	PRINCIPAL PAYMENT	INTEREST RATE	INTEREST PAYMENT	TOTAL PAYMENT
2017	3,600,000	0.45%	3,456,020	7,056,020	4,280,000	0.00%	1,968,986	6,248,986
2018	3,620,000	0.67%	3,439,820	7,059,820	4,280,000	0.00%	1,968,986	6,248,986
2019	3,640,000	0.86%	3,415,566	7,055,566	4,280,000	0.00%	1,968,986	6,248,986
2020	3,675,000	1.05%	3,384,262	7,059,262	4,280,000	0.10%	1,968,986	6,248,986
2021	3,710,000	1.22%	3,345,674	7,055,674	4,280,000	0.30%	1,964,706	6,244,706
2022	3,760,000	1.39%	3,300,412	7,060,412	4,295,000	0.52%	1,951,866	6,246,866
2023	3,810,000	1.57%	3,248,148	7,058,148	4,320,000	0.72%	1,929,532	6,249,532
2024	3,870,000	1.68%	3,188,331	7,058,331	4,350,000	0.85%	1,898,428	6,248,428
2025	3,935,000	1.76%	3,123,315	7,058,315	4,385,000	0.96%	1,861,453	6,246,453
2026	4,005,000	1.97%	3,054,059	7,059,059	4,430,000	1.10%	1,819,357	6,249,357
2027	4,085,000	2.19%	2,975,161	7,060,161	4,475,000	1.22%	1,770,627	6,245,627
2028	4,170,000	2.36%	2,885,699	7,055,699	4,530,000	1.33%	1,716,032	6,246,032
2029	4,270,000	2.54%	2,787,287	7,057,287	4,590,000	1.42%	1,655,783	6,245,783
2030	4,380,000	2.65%	2,678,829	7,058,829	4,655,000	1.51%	1,590,605	6,245,605
2031	4,495,000	2.75%	2,562,759	7,057,759	4,725,000	1.58%	1,520,315	6,245,315
2032	4,620,000	2.80%	2,439,147	7,059,147	4,800,000	1.64%	1,445,660	6,245,660
2033	4,750,000	2.86%	2,309,787	7,059,787	4,880,000	1.69%	1,366,940	6,246,940
2034	4,885,000	2.88%	2,173,937	7,058,937	4,965,000	1.74%	1,284,468	6,249,468
2035	5,025,000	2.91%	2,033,249	7,058,249	5,050,000	1.79%	1,198,077	6,248,077
2036	5,170,000	3.11%	1,887,021	7,057,021	5,140,000	1.84%	1,107,682	6,247,682
2037	5,330,000	3.11%	1,726,234	7,056,234	5,235,000	1.88%	1,013,106	6,248,106
2038	5,495,000	3.11%	1,560,471	7,055,471	5,330,000	1.92%	914,688	6,244,688
2039	5,670,000	3.12%	1,389,577	7,059,577	5,435,000	1.95%	812,352	6,247,352
2040	5,845,000	3.12%	1,212,673	7,057,673	5,540,000	1.98%	706,369	6,246,369
2041	6,030,000	3.20%	1,030,309	7,060,309	5,650,000	2.00%	596,677	6,246,677
2042	6,220,000	3.20%	837,349	7,057,349	5,765,000	2.02%	483,677	6,248,677
2043	6,420,000	3.21%	638,309	7,058,309	5,880,000	2.03%	367,224	6,247,224
2044	6,625,000	3.21%	432,227	7,057,227	6,000,000	2.04%	247,860	6,247,860
2045	6,840,000	3.21%	219,564	7,059,564	6,120,000	2.05%	125,460	6,245,460
2046	7,050,000	0.00%	-	7,050,000	6,245,709	0.00%	-	6,245,709
\$	145,000,000		\$ 66,735,189	\$ 211,735,189	\$ 148,190,709		\$ 39,224,884	\$ 187,415,593

\$145,000,000 ISSUANCE	
AVERAGE (MATURITY) LIFE	17.35 YEARS
NET INTEREST RATE	2.652%
COST SAVINGS	-\$24,319,596
AVERAGE ANNUAL REQUIREMENT	\$6,830,167

\$148,190,709 ISSUANCE	
AVERAGE (MATURITY) LIFE	16.56 YEARS
NET INTEREST RATE	1.598%
AVERAGE ANNUAL REQUIREMENT	\$6,045,664

City of Pearland, Texas
Water and Sewer System Revenue Bonds
Public Sale Analysis (Comparison to SWIFT and DWSRF)

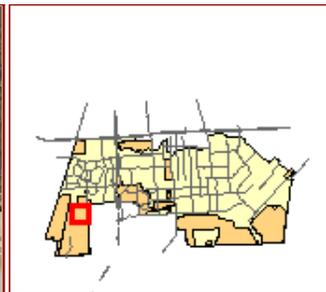
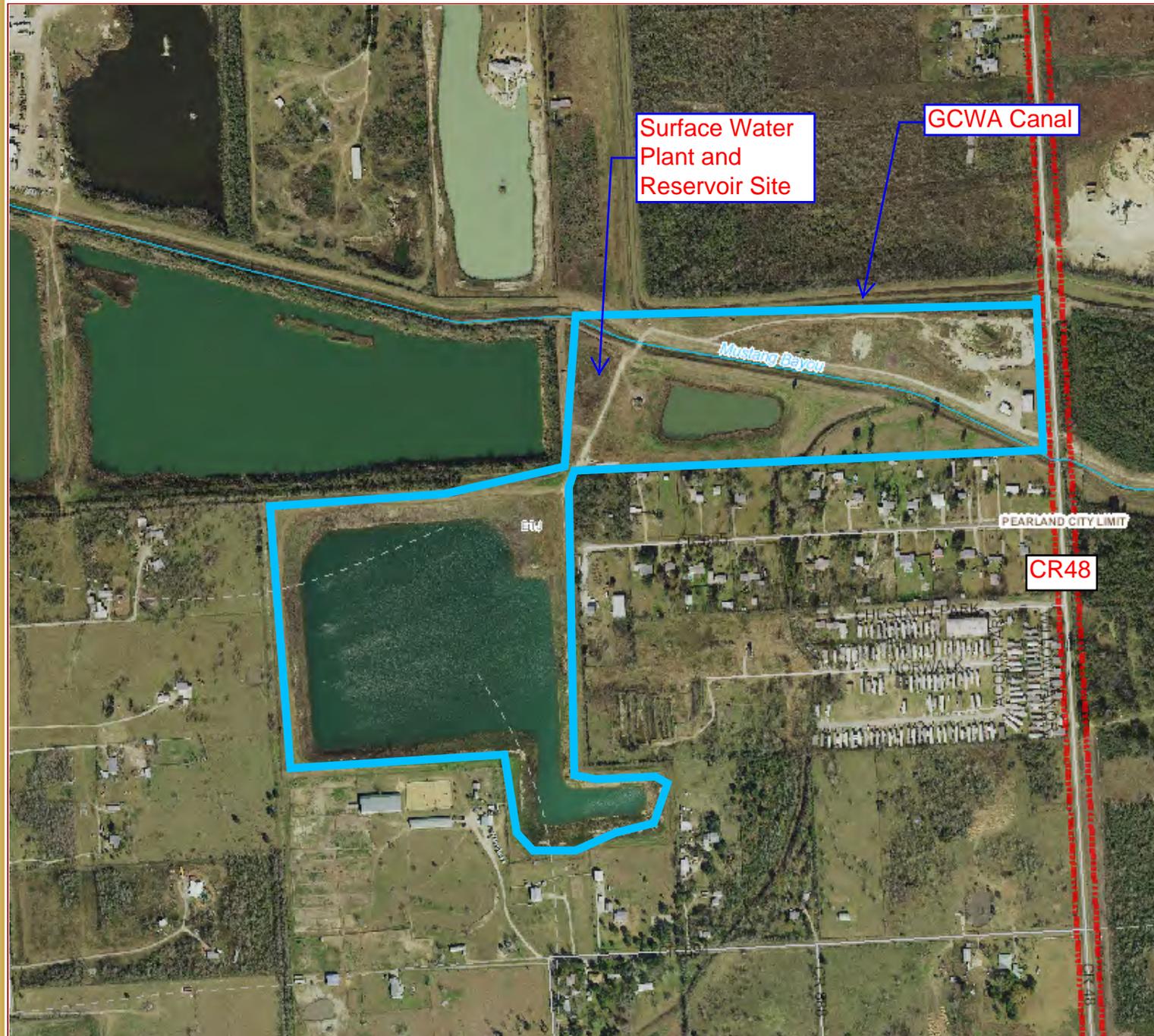
Fiscal Year Ending (9/30)	\$145,000,000 in Proceeds (Public Sale)			
	Principal *	Interest Rate	Interest (a)	Total
2017	3,550,000	0.83%	3,688,607	7,238,607
2018	3,580,000	0.93%	3,659,142	7,239,142
2019	3,610,000	1.09%	3,625,848	7,235,848
2020	3,650,000	1.24%	3,586,499	7,236,499
2021	3,695,000	1.39%	3,541,239	7,236,239
2022	3,750,000	1.58%	3,489,879	7,239,879
2023	3,810,000	1.73%	3,430,629	7,240,629
2024	3,875,000	1.88%	3,364,716	7,239,716
2025	3,945,000	2.04%	3,291,866	7,236,866
2026	4,025,000	2.19%	3,211,388	7,236,388
2027	4,115,000	2.32%	3,123,240	7,238,240
2028	4,210,000	2.41%	3,027,772	7,237,772
2029	4,310,000	2.49%	2,926,311	7,236,311
2030	4,420,000	2.56%	2,818,992	7,238,992
2031	4,530,000	2.62%	2,705,840	7,235,840
2032	4,650,000	2.68%	2,587,154	7,237,154
2033	4,775,000	2.74%	2,462,534	7,237,534
2034	4,905,000	2.80%	2,331,699	7,236,699
2035	5,045,000	2.86%	2,194,359	7,239,359
2036	5,190,000	2.92%	2,050,072	7,240,072
2037	5,340,000	2.97%	1,898,524	7,238,524
2038	5,500,000	3.01%	1,739,926	7,239,926
2039	5,665,000	3.04%	1,574,376	7,239,376
2040	5,835,000	3.07%	1,402,160	7,237,160
2041	6,015,000	3.10%	1,223,026	7,238,026
2042	6,200,000	3.12%	1,036,561	7,236,561
2043	6,395,000	3.13%	843,121	7,238,121
2044	6,595,000	3.14%	642,957	7,237,957
2045	6,800,000	3.15%	435,874	7,235,874
2046	7,015,000	3.16%	221,674	7,236,674
Total	145,000,000		72,135,981	217,135,981

* Preliminary, subject to change. Includes estimated costs of issuance. Assumes Reserve Fund will be funded with equal monthly cash deposits over 60 months.

(a) Interest estimated at current market rates for illustrative purposes only.

\$145,000,000 ISSUANCE	
Average (Maturity) Life	17.35 Years
Net Interest Rate	2.832%
Cost Savings (Compared to DWSRF)	(29,720,388)
Average Annual Requirement	7,237,866

Surface Water Plant Location Map

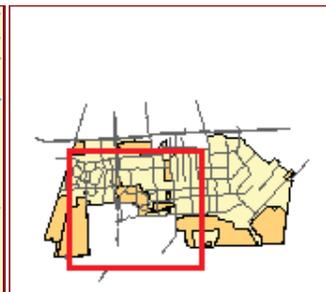
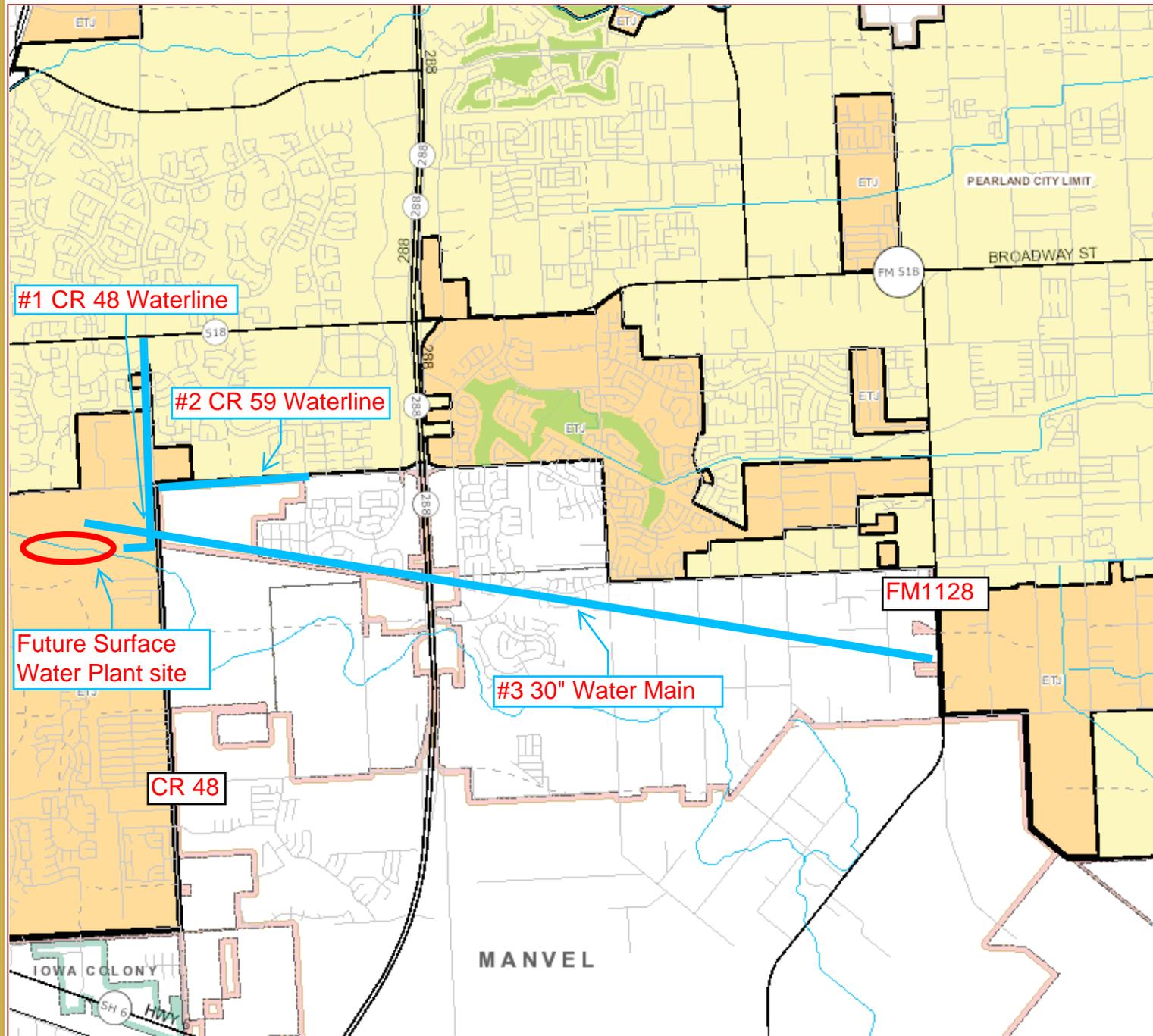


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Scale 1:8,033
1 in = 669 ft
May 04, 2016



Surface Water Plant Transmission Lines



- #1 - CR 48 Waterline (Surface Water Plant to Broadway)
- #2 - CR 59 Waterline (CR 48 to Kirby Dr)
- #3 - 30" Water Main (Surface Water Plant to FM 1128 along American Canal)



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

Scale 1:57,540
1 in = 4,795 ft
May 03, 2016



RESOLUTION NO. R2016-79

A Resolution of the City Council of the City of Pearland, Texas, approving approving a funding application to the Texas Water Development Board, State Water Implementation Fund for Texas (SWIFT) program; for the preliminary design, pilot testing, final design, and first phase construction of a Surface Water Treatment Plant and associated water conveyance infrastructure in the amount of \$145,000,000.

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

Section 1. That the City Council hereby approves application for Texas Water Development Board, State Water Implementation Fund for Texas (SWIFT) program; for the preliminary design, pilot testing, final design, and first phase construction of a Surface Water Treatment Plant and associated water conveyance infrastructure in the amount of \$145,000,000, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF: 5-9-16	ITEM NO.: Resolution No. R2016-81
DATE SUBMITTED: 5-3-16	DEPARTMENT OF ORIGIN: Administration
PREPARED BY: Darrin Coker	PRESENTOR: Darrin Coker
REVIEWED BY: NA	REVIEW DATE: NA
SUBJECT: Resolution No. R2016-81; A Resolution by the City Council of the City of Pearland, Texas, supporting an improved statutory procedure that provides for unitization of depleted Texas Gulf Coast oil fields; and setting forth related matters thereto.	
EXHIBIT: Thursday Packet Information	
EXPENDITURE REQUIRED:	AMOUNT BUDGETED:
AMOUNT AVAILABLE:	PROJECT NO.:
ACCOUNT NO.:	
ADDITIONAL APPROPRIATION REQUIRED:	
ACCOUNT NO.:	
PROJECT NO.:	
To be completed by Department:	
<input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

EXECUTIVE SUMMARY

The Railroad Commission of Texas (RRC) is required to make and enforce rules for the conservation of oil and gas in Texas. Current, yet outdated law, prohibits the RRC from requiring field wide Unitization. Unitization is the joint operation among separate operators of existing drilling units within a common defined reservoir to maximize the recovery of oil. Unitization would provide for a democratic process of a super-majority of the working and royalty interests to vote on a Plan of Unit Development. Numerous entities have already expressed their support for Unitization as a means of preventing the waste of billions of barrels of stranded, but recoverable oil in Gulf Coast oil fields. There is a concern that without Unitization, numerous leases will be lost and numerous fields will be plugged and abandoned without recovering valuable resources. The attached resolution is intended to express the City's support for an improved statutory procedure that provides for Unitization in Texas to protect untapped resources. Included in the packet is the background information previously provided in your Thursday Packet.

RESOLUTION No. R2016-81

A Resolution by the City Council of the City of Pearland, Texas, supporting an improved statutory procedure that provides for unitization of depleted Texas Gulf Coast oil fields; and setting forth related matters thereto.

WHEREAS, the City of Pearland is desiring to establish additional capital investment and the creation of new jobs that will benefit all residents of Pearland, Texas, and

WHEREAS, the State of Texas leads the nation in advanced technology to revive depleting legacy oilfields through tertiary enhanced oil recovery via carbon dioxide injection (CO₂ EOR), and

WHEREAS, the Texas Gulf Coast region has more than two billion barrels of recoverable stranded oil reserves that can only be produced through CO₂ EOR, and

WHEREAS, CO₂ EOR offers an important means to achieve U.S. energy independence and also provides significant environmental benefits through the associated long term storage of CO₂ that would otherwise be vented into the atmosphere, and

WHEREAS, encouraging CO₂ EOR projects in the Texas Gulf Coast will also encourage new industry that can partner with the oilfield to provide new capital investment, high wage jobs and result in a broader tax base through new services, materials sales and field environmental improvements that support our communities, and

WHEREAS, Texas is the only top-ten U.S. oil and gas producing state that requires 100 percent approval of new field operations units on a voluntary basis, and

WHEREAS, a statutory unitization procedure to support full field tertiary re-development of older, depleted oilfields is necessary in order to utilize CO₂ EOR, and

WHEREAS, the lack of a statutory unitization procedure that protects the correlative rights of mineral interest and royalty owners inhibits CO₂ EOR development, and

RESOLUTION No. R2016-81

WHEREAS, Texas energy and conservation policy should support such a procedure that honors the development wishes of a supermajority of interest owners, and

WHEREAS, the City of Pearland has received direct benefit from CO 2 EOR projects, creating jobs, capital investment, and overall improvement to our local economy, and

WHEREAS, the City Council has considered the matter and deems it in the public interest to authorize this action, and

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

Section 1. That the City Council supports an improved statutory procedure that provides for unitization of depleted Texas Gulf Coast oilfields.

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Saving Texas' Legacy Oilfields:

Current Policy Conflicts Result in Waste of our Valuable Oil Resources

How can we continue to allow an outdated and unworkable 85 year old law enacted in 1931 to place Texas at a distinct economic and strategic disadvantage in the production of our natural resources in which billions of barrels of stranded, but recoverable oil reserves are being wasted and permanently abandoned?

The Railroad Commission of Texas ("RRC") is mandated under the Texas Natural Resources Code to make and enforce rules and orders for the conservation of oil and gas and the prevention of waste of oil and gas. Yet, due to the existence of an outdated 1931 Texas State law expressly prohibiting the RRC from requiring field wide unitization, the RRC is without authority to implement a procedure that would protect and prevent the waste of Texas' depleting large legacy Gulf Coast oilfields, containing billions of barrels of stranded, but recoverable oil reserves. Without 100% unitized field wide development and operations, these legacy Gulf Coast oilfields will eventually deplete; the leases will be lost and the fields will be permanently plugged and abandoned leaving these billions of barrels unrecovered. Every major oil and gas producing state except the State of Texas has a statutory field wide unitization procedure for the benefit of the public and to protect mineral and royalty owners who wish to redevelop stranded reserves in their depleting fields.

1931 Anti-Statutory Unitization Statute

Why would Texas enact a statute in 1931 ordering the RRC to prevent the waste of our state's natural resources yet in that very same statute expressly prohibit the RRC from implementing unitization of a field, a method proven to be one of the most effective means to protect against waste, maximize the efficient production of the natural resources and protect the rights of each owner in the field? A review of the historical context of this legislation sheds light on this deliberate legislative restriction.

Texas was blessed with the discovery of the extraordinary East Texas Oil Field in 1930. By 1931, due to the chaotic drilling frenzy, photographs of which we are all too familiar with, the field was producing over one million barrels of oil per day resulting in an oil glut on the market and causing a spiraling drop in oil prices from \$1 per barrel in 1930 to \$0.10 per barrel in 1931. In response to the catastrophic impact upon the oil and gas industry caused by the overproduction of the East Texas Oil Field, the Texas Legislature called a special session to address these matters. Humble Oil and Refining Co. (now ExxonMobil Corporation) had secured a significant holding in the East Texas Field and aggressively advocated during these legislative hearings for field wide unitization which would provide for the "orderly development and lowered costs of production and to prevent the waste of oil and gas resulting from rapid development and overproduction." Humble was at the forefront of understanding the need to embrace unitization for conservation purposes. Its main objective was to prevent the destruction of the field resulting from over production and not necessarily to increase the price of the oil. However, the equitable sharing associated with unitization advocated by Humble was viewed by the small independent East Texas Field producers as a means by which Humble would monopolize and control the East Texas Oil Field.

Unfortunately, as a result, the unitization concept became embroiled in the bitter fight amongst the East Texas Oil Field operators. Consequently, historians, as well as Humble, believe that the inclusion of an express prohibition to require unitization contained in the 1931 waste prevention act to address the East Texas Oil Field controversy was a deliberate legislative attack against Humble. As a result, Texas, the nation's leading oil producer, continues to bear the damaging and wasteful consequences caused by this express prohibition of statutory unitization as a natural resource conservation option.

4/4/16
To: Mayor & City Council Members

The government affairs staff from Denbury, Inc. are again looking for policy resolutions & support. This is all of their material to review, possible consideration if you would like.

The Commission's Oil and Gas Conservation and Waste Prevention Measures during the Development Phases of an Oil and Gas Field

With the responsibility of protecting our oil and gas resources albeit without the authority of field wide unitization, the RRC has nevertheless administered oil and gas conservation laws during the various development phases of an oil field, generally referred to as primary, secondary or tertiary phases of recovery.

During the primary phase of a field's development or the initial exploration and development phases of oil and gas production, the RRC has, based on sound geo-science and reservoir engineering, implemented orderly well placement, production allocation, and other mandated techniques adopted decades ago under sound resource conservation principles to avoid waste of our natural resources; maximize the efficient production of our oil and gas resources; and protect the correlative rights of the interest owners. Gone are the days when drillers could strike a gusher anywhere they pleased.

The RRC was also given additional administrative responsibility under the Mineral Interest Pooling Act for drilling of wells during the primary development phase of a field. In 1961, the Texas Supreme Court found it unconstitutional that an operator with 3/10ths of an acre under which only \$7,000 worth of gas was determined to be in place would be allowed under the regulatory scheme in existence at that time to produce and drain from the neighboring tract approximately \$2 million worth of gas in a 20 year period. Recognizing the damaging effects of wells being drilled anywhere, the Texas Legislature enacted the Mineral Interest Pooling Act giving the RRC authority to administer this legislation and to allow independent producers to force pool under very restrictive circumstances, lands for the drilling of one well only for the purpose of (a) avoiding the drilling of unnecessary wells, (b) protecting correlative rights, or (c) preventing waste.

Although the RRC's rules and orders during the initial development phase helped in protecting Texas' natural resources, the RRC was well aware that orders impacting each well individually were insufficient to protect the oil and gas field as a whole and the correlative rights of the mineral and royalty owners in the field. The RRC recognized that additional actions were necessary to afford a mineral or royalty owner the opportunity to recover its fair share of the field's remaining production; maximize the recovery of oil and gas; and protect the field from the damaging effects of operators producing their wells on an individual, standalone basis.

In order to prevent damaging and wasteful production methods in a field during its primary development and encourage the secondary phase of a field's development, the RRC ordered show cause hearings to various operators in selected fields to appear and explain why their field should not be shut down to prevent waste. They even imposed the complete shutdown of fields wastefully flaring production by imposing no-flare orders. The RRC also reduced well production allowables in fields for all operators in order to prevent any further damage to the reservoir due to the excessive production levels maintained by the individual operators. The RRC was well aware that the physical waste of our natural resources would be resolved by unitization and as such, hoped that these waste prevention orders would encourage the operators to cooperate and work together. As a result of these mandatory actions, many of these fields were "voluntarily" unitized to reduce the waste and the RRC then would lift these limiting orders. The Commission's unilateral efforts to protect our natural resources and prevent their waste resulted in the continued production of these fields that would have been abandoned but for these conservation and waste prevention efforts.

The Need for Statutory Unitization: Tertiary Development and Production

Most, if not all of the legacy Gulf Coast fields are now at the end of their secondary phase and at or near depletion and permanent abandonment. The current arsenal of waste prevention methods available to the

RRC is insufficient to prevent the loss of the billions of barrels of remaining stranded, but recoverable oil reserves. The last remaining barrier, the absence of statutory unitization, stands in the way of rejuvenating these decrepit fields, which today are a mere shadow of their former glory, but could blossom again with advanced tertiary recovery techniques such as carbon dioxide enhanced oil recovery (CO2 EOR) a method that requires 100% full field wide unitization and development.

Although the RRC's show cause orders and other waste prevention methods resulted in the voluntary unitization of a significant number of fields, it is well recognized in the industry that such unitization efforts did not achieve the optimal results of a full field wide unit by 100% of the affected owners necessary for the injection of CO2 in the last development phase of a field.

Statutory unitization is a process (In all States except Texas) whereby a supermajority of mineral and royalty interest owners can come together under an State-approved field project redevelopment plan for the benefit of 100% of the field's ownership interests and combine all the affected interests, including the super minority non-consenting owners, whether known or unknown, into a single operation to increase field efficiency and ultimate production. Although as noted above, the Commission through its orders "encouraged" unitization, the Texas system is completely voluntary, which creates "gaps" and "holes" that reduce ultimate reserve recovery and also require wasteful efforts to honor non-participants' desires not to be a part of the unit. This can, and does, result in a project not going forward. A single non-participant can - and has - kept an entire field project from going forward even though a super majority of interest owners are willing. No other top producing state allows or tolerates this physical waste of its natural resources.

Unitization is not forced pooling. Forced pooling is the act of being forced to participate in a drilling unit for one well for primary production of minerals. Unitization, on the other hand, is a means to combine multiple leases into a single field wide "unit" for the purpose of redeveloping a depleting field for secondary or tertiary production by means of water flooding or CO2 injection. States with statutory unitization procedures, unlike forced pooling, provide for a democratic ratification process in order to approve a plan of unit development that must be approved by a supermajority of royalty and working interest owners before receiving final regulatory approval. These plans must be for the benefit of all the interest owners and must show the regulatory authorities that the unit operation as a whole is superior in terms of production, cost, efficiency and the prevention of waste of the resource than that of the singular operations on a lease basis.

Stranded oil reserves cannot be efficiently and comprehensively recovered without field wide techniques to operate the entire field. Although Gulf Coast fields where natural water drive from the coastal geology initially obviated the need for full field units to be formed, now, these fields have mostly run their course both from primary and secondary production. They are now in dire need of field wide tertiary recovery techniques - CO2 EOR - to energize reservoir pressure and disperse the CO2 100% throughout the entire producing reservoir. Because Texas adheres to an outdated voluntary system of production unit formation, it is legally and technically impossible in a growing number of cases to redevelop these nearly depleted fields.

Today, in a much lower price environment, these older fields require more, not less attention to stay economically viable. When a large field is organized under multiple leases with multiple operators, they become less efficient and viable over time. At today's depletion rates and in this low price environment, it can be anticipated that many of these older fields will decline and their ultimate abandonment will be accelerated. The time has come to reform the Texas law allowing for statutory unitization, which will encourage full field development, at least for Gulf Coast fields with a proven and successful method of protecting royalty and mineral interest owners and incentivizing the revitalizing of our dying legacy oilfields.

Common Myths Attributed to Statutory Unitization and HB 1392

Voluntary Unitization works just fine for tertiary operations. *This is not true.* A nearly depleted field is on its last leg of production and without the implementation of some form of enhanced oil recovery will eventually cease production and the remaining stranded oil will be permanently abandoned. In order to implement tertiary operations, the operator must have the entirety of the field. Under a voluntary unitization system, one minority holdout can preclude the formation of the unit for tertiary operations. Such non-ratifying owner's holdout results in "holes" within the unit thereby usurping the rights of the ratifying mineral owners. As a consequence, the voluntary system results in those ratifying owners incurring excessive costs to develop their own correlative rights while having to also protect the correlative rights of the holdouts. Thus, the ratifying owners are prevented from the cooperative development of the entirety of the nearly depleted field and they are prevented from accessing the entirety of the stranded oil in the common reservoir making it an uneconomical project.

Most importantly, in utilizing CO₂ in a tertiary project, because CO₂ travels throughout the entire oil reservoir interval, it is necessary that the entire field be unitized to insure containment. Since EPA has declared CO₂ a regulated pollutant under the Clean Air Act, this containment becomes even more important. Industrial partners who want to build new facilities or expand existing facilities that produce large amounts of CO₂ and desire to utilize EOR as a method to contain otherwise vented streams of CO₂ will insist that those oilfields be 100% under a unit operations agreement. Attempts to unitize certain Texas oilfields for CO₂ EOR have failed due to the inability to get 100% participation. These fields have been divested and unlikely will ever be re-developed for tertiary EOR.

Unitization is a "taking" of private mineral property rights. *This is not true.* Mineral ownership interests do not change. Unitization is the joint operation among separate operators of existing drilling units within a defined common underground reservoir to maximize the ultimate recovery in tertiary operations (e.g. CO₂ floods for Enhanced Oil Recovery of depleting reservoirs). Under a statutorily guaranteed democratic process, a super-majority of both Working Interest and Royalty Interest owners vote their respective interests to ratify the Plan of Unit Development and must meet a prescribed minimum approval (*under HB 1392 – Tertiary only in Cenozoic reservoirs and 70%*) in order to bring remaining missing, non-voting or super-minority dissenting owners into the Unit. 100% of all the interest owners participate in the increased oil production.

Royalty Owners can be "converted" to Working Interest Owners. *This is not true.* HB 1392 guarantees that a mineral owner will always have a royalty interest free of cost. Nothing in HB 1392 results in a conversion of RI to WI. Only those mineral interests that are unleased at the time of the effective date of unitization would be assigned a 1/6 RI (free of cost) and a 5/6 WI. Most states provide for 1/8 RI – 7/8 WI by statute. This provision is advantageous to the unleased mineral interest owner as it provides certainty of participation at a defined amount.

A dissenting Working Interest or Royalty Interest Owner will be deprived of compensation. *This is not true.* All owners are entitled to compensation under the statute. Royalty Owners are always free of cost.

Unitization is "Forced Pooling". *This is not true.* Forced pooling is the act of being forced under state law into participation into a drilling unit for one well for primary production of minerals. Under the Mineral Interest Pooling Act (MIPA), forced pooling exists on a "lease" basis and limits the maximum size of a pooled unit to 160 acres/oil and 640 acres/gas plus 10% tolerance. There is no "vote" or ratification procedure as under unitization.

The Railroad Commission can change the rules anytime. *This is not true.* Unit agreements must be ratified by a minimum of 70% of both Working Interest and Mineral interest Owners. The RRC reviews these agreements to determine if the terms of such agreements are fair, equitable and reasonable. The RRC retains its regulatory oversight of the operational activities.

Surface Owners do not benefit from Unitization. *This is not true.* Because the entire subsurface reservoir interval is combined into a single operating Unit, less equipment is required to operate the field. Typically, surface operations shrink during tertiary recovery eliminating redundant tanks, batteries, equipment and reducing the need for wells on every tract.

Mineral Owners will be deprived of developing their other minerals at a time of their choosing in the future. *This is not true.* Unitizing a depleting field reservoir interval for tertiary recovery is limited to that particular interval only and is not related to primary or secondary production. Oil and gas targets above and below the unitized interval are not included in the unit and thus may be developed independently.

Unitization is an unreasonable restriction on my right to produce my minerals. *This is not true.* The State of Texas has numerous regulatory mechanisms aimed at maximizing production, preserving our natural resources, preventing waste of such resources and protecting mineral interest owner's correlative rights. Proration of production, spacing requirements, pooling of acreage for a drilling permit, rules preventing waste, etc. are all limitations on development that have been in place for decades and are for the benefit of maximizing the ultimate recovery of the resource. Unitization is another common and well understood process aimed at ensuring orderly development and maximizing resource production while conserving our natural resources and preventing waste.

Liability of Working Interest Owner for Non-Payment of Shared Expenses is Unfair- *This is not true.* In the oil and gas business, the Working Interest owners are responsible for the development expenses of the project and as such must be reasonably expected to meet these obligations. HB 1392 follows standard and common industry language in most operating agreements. This is not a non-consent penalty. This non-payment penalty is (1) negotiated and agreed upon by at least 70% of the working interest owners ; (2) can only be imposed upon the non-payment of a working interest owner's share of expenses; and (3) may not exceed 300% of the non-paying working interest owner's share of unit costs. Unit operating agreements typically provide for a negotiated alternative means for small WI owners to participate without bearing their proportionate share of the up-front capital costs of tertiary EOR development by exercising "carried cost" provisions.



2015 State Public Policy Agenda

The Economic Alliance Houston Port Region was created in 1985 to provide professional economic development services on behalf of 16 communities surrounding the 25-mile Houston Ship Channel. Since 2008, the Economic Alliance has supported over 40 successful projects that have helped create more than 4,400 new jobs and over \$5.5 billion of capital investment to the Houston Port Region.

Economic Development:

- Advocate for maintaining and modernizing valuable economic development programs for the continued development and growth of the region.
- Work with, support, and lead where necessary, alliances of Economic Development partners, businesses and industry associations, to accomplish important public policy goals.

Manufacturing / Petrochemical:

- Advocate for environmental legislation that is fair, consistent, and based on sound science.
- Advocate for a fair tax structure that does not place businesses at a competitive disadvantage.
- Advocate for the resources to continue building and maintaining critical infrastructure necessary to retain and develop business and industry in the region.
- Advocate for legislation that ensures continued development of historic gulf coast oil fields through enhanced oil recovery by removing regulatory barriers and creating an improved statutory procedure for full unit operations.

Transportation & Infrastructure:

- Support funding for completion of overpasses on TX-146 through Seabrook.
- Advocate and provide recommendations for funding, to build and maintain critical transportation infrastructure to support the industries and communities we represent.
- Advocate for funding to build and maintain critical infrastructure necessary to protect communities, businesses, and industry in the region from the impact of coastal storm surge damage caused by future storms.

Maritime:

- Support the Texas Department of Transportation's efforts to incorporate ports and freight mobility into the overall transportation system through improvements to roads, rail and the Gulf Intracoastal Waterway.
- Advocate for environmental legislation on air quality, water quality, and sustainable practices, based on sound science that keep Texas ports competitive in the global market.

Education/Workforce Development:

- Promote workforce and skills alignment by enhanced funding for the Skills Development Fund and Jobs and Education for Texans (JET) program.
- Empower community colleges by developing a process by which colleges who demonstrate the need for proposed bachelor degree programs in their region are allowed to offer those degrees to students.

- Affirm state funding commitments to core college operations, contact hours, and student success points. Student success points should be funded at a rate that is no less than the rate funded in the 83rd Session.
- Allow implementation of HBS to continue with little or very minor changes, as this was implemented in Fall 2014, and school districts and colleges need time to discover where improvements can be made.
- Require the use of common course numbering systems at all public institutions of higher education to enhance transferability and degree completion for students.
- Provide funding for Adult Basic Education. Current funding is for 100,000 students and there are 3 million eligible students.
- Any Increase in Texas Grants funding should also include a corresponding increase in funding for the Texas Educational Opportunity Grant (TEOG) program.

Item: V.A.1.a.

Date: 12/9/2014

THE REGULAR COMMISSIONERS COURT SESSION OF BRAZORIA COUNTY, TEXAS

ORDER NO. V.A.1.a.

**RE: Resolution Regarding Unitization of Depleted Texas Gulf Coast Oil Fields
for Purposes of Tertiary Enhanced Oil Recovery**

**Approve and support the attached Resolution Supporting Improved Statutory
Procedure that provides for Unitization of Depleted Texas Gulf Coast Oil Fields
for Purposes of Tertiary Enhanced Oil Recovery**

**A RESOLUTION OF THE COUNTY OF BRAZORIA
SUPPORTING AN IMPROVED STATUTORY PROCEDURE
THAT PROVIDES FOR UNITIZATION OF DEPLETED TEXAS
GULF COAST OIL FIELDS FOR PURPOSES OF TERTIARY
ENHANCED OIL RECOVERY**

Whereas, Texas leads the nation in advanced technology to revive depleting legacy oilfields through tertiary enhanced oil recovery via carbon dioxide injection (CO₂ EOR) and,

Whereas, the Texas Gulf Coast region has more than two billion barrels of recoverable stranded oil reserves that can only be produced through CO₂ EOR; and

Whereas, CO₂ EOR offers an important means to achieve U.S. energy independence and also provides significant environmental benefits through the associated long term storage of CO₂ that would otherwise be vented into the atmosphere; and

Whereas, encouraging CO₂ EOR projects in the Texas Gulf Coast will also encourage new industry that can partner with the oilfield to provide new capital investment, high wage jobs and result in a broader tax base through new services, materials sales and field environmental improvements that support our communities, and

Whereas, Texas is the only top-ten U.S. oil and gas producing state that requires 100 percent approval of new field operations units on a voluntary basis, and

Whereas, a statutory unitization procedure to support full field tertiary re-development of older, depleted oilfields is necessary in order to utilize CO₂ EOR, and,

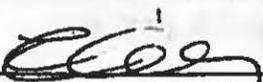
Whereas, the lack of a statutory unitization procedure that protects the correlative rights of mineral interest and royalty owners inhibits CO₂ EOR development, and

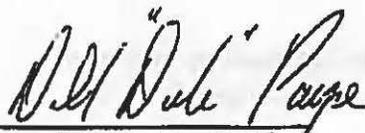
Whereas, Texas energy and conservation policy should support such a procedure that honors the development wishes of a supermajority of interest owners.

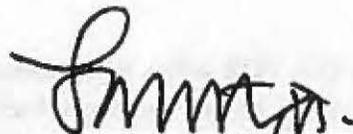
Now, Therefore, Be It Hereby Resolved That:

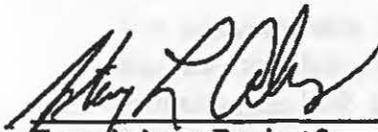
The County of Brazoria endorses and supports legislation that ensures continued development of historic Gulf Coast oil fields through enhanced oil recovery by removing regulatory barriers and creating an improved statutory procedure for full unit operations.

Approved this 9th day of December, 2014

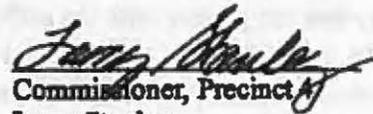

County Judge E. J. King


Commissioner, Precinct 1
Donald "Dude" Payne


Commissioner, Precinct 2
L. M. "Matt" Sebesta, Jr.


Commissioner, Precinct 3
Stacy L. Adams




Commissioner, Precinct 4
Larry Stanley

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT ALLIANCE FOR BRAZORIA COUNTY,
BRAZORIA COUNTY, TEXAS**

Supporting an Improved Statutory Procedure that provides for Unitization of Depleted Texas Gulf Coast Oil Fields for Purposes of Tertiary Enhanced Oil Recovery.

Whereas, Texas leads the nation in advanced technology to revive depleting legacy oilfields through tertiary enhanced oil recovery via carbon dioxide injection (CO₂ EOR) and,

Whereas, the Texas Gulf Coast region has more than two billion barrels of recoverable stranded oil reserves that can only be produced through CO₂ EOR; and

Whereas, CO₂ EOR offers an important means to achieve U.S. energy independence and also provides significant environmental benefits through the associated long term storage of CO₂ that would otherwise be vented into the atmosphere; and

Whereas, encouraging CO₂ EOR projects in the Texas Gulf Coast will also encourage new industry that can partner with the oilfield to provide new capital investment, high wage jobs and result in a broader tax base through new services, materials sales and field environmental improvements that support our communities, and

Whereas, Texas is the only top-ten U.S. oil and gas producing state that requires 100 percent approval of new field operations units on a voluntary basis, and

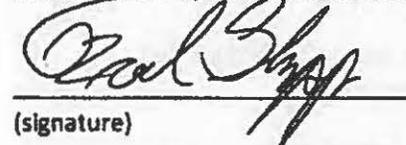
Whereas, a statutory unitization procedure to support full field tertiary re-development of older, depleted oilfields is necessary in order to utilize CO₂ EOR, and,

Whereas, the lack of a statutory unitization procedure that protects the correlative rights of mineral interest and royalty owners inhibits CO₂ EOR development, and

Whereas, Texas energy and conservation policy should support such a procedure that honors the development wishes of a supermajority of interest owners.

Now, Therefore, Be It Hereby Proclaimed That the Economic Development Alliance for Brazoria County endorses and supports legislation that ensures continued development of historic Gulf Coast oil fields through enhanced oil recovery by removing regulatory barriers and creating an improved statutory procedure for full unit operations.

Dated this 9th day of March, 2015, and signed by the presiding officer, to wit:



(signature)

EARL SHIPP

(printed name)

CHAIRMAN

(title)

RESOLUTION 14-R-46

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, SUPPORTING AN IMPROVED STATUTORY PROCEDURE THAT PROVIDES FOR UNITIZATION OF DEPLETED TEXAS GULF COAST OIL FIELDS; AND SETTING FORTH RELATED MATTERS THERETO.

WHEREAS, the City of Alvin is desiring to establish additional capital investment and the creation of new jobs that will benefit all residents of Alvin, Texas, and

WHEREAS, the State of Texas leads the nation in advanced technology to revive depleting legacy oilfields through tertiary enhanced oil recovery via carbon dioxide injection (CO 2 EOR), and

WHEREAS, the Texas Gulf Coast region has more than two billion barrels of recoverable stranded oil reserves that can only be produced through CO2 EOR, and

WHEREAS, CO 2 EOR offers an important means to achieve U.S. energy independence and also provides significant environmental benefits through the associated long term storage of CO 2 that would otherwise be vented into the atmosphere, and

WHEREAS, encouraging CO 2 EOR projects in the Texas Gulf Coast will also encourage new industry that can partner with the oilfield to provide new capital investment, high wage jobs and result in a broader tax base through new services, materials sales and field environmental improvements that support our communities, and

WHEREAS, Texas is the only top-ten U.S. oil and gas producing state that requires 100 percent approval of new field operations units on a voluntary basis, and

WHEREAS, a statutory unitization procedure to support full field tertiary re-development of older, depleted oilfields is necessary in order to utilize CO 2 EOR, and

WHEREAS, the lack of a statutory unitization procedure that protects the correlative rights of mineral interest and royalty owners inhibits CO 2 EOR development, and

WHEREAS, Texas energy and conservation policy should support such a procedure that honors the development wishes of a supermajority of interest owners, and

WHEREAS, the City of Alvin has received direct benefit from CO 2 EOR projects, creating jobs, capital investment, and overall improvement to our local economy, and

WHEREAS, the City Council has considered the matter and deems it in the public interest to authorize this action, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

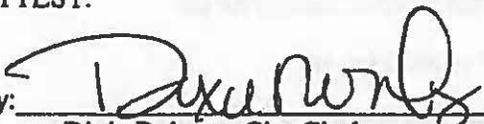
Section 2. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't Code.

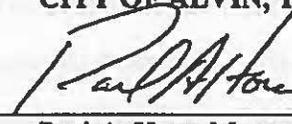
Section 3. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the 18 day of December, 2014.

ATTEST:

CITY OF ALVIN, TEXAS

By: 
Dixie Roberts, City Clerk

By: 
Paul A. Horn, Mayor



THE VOICE *of* BUSINESS

**RESOLUTION SUPPORTING AN IMPROVED STATUTORY PROCEDURE
THAT PROVIDES FOR UNITIZATION OF DEPLETED TEXAS GULF COAST OIL
FIELDS FOR PURPOSES OF TERTIARY ENHANCED OIL RECOVERY**

WHEREAS, as the voice of business, the Pearland Chamber of Commerce has a responsibility to protect the economics of our members and the community at large; and

WHEREAS, Texas leads the nation in advanced technology to revive depleting legacy oilfields through tertiary enhanced oil recovery via carbon dioxide injection (CO₂ EOR) and,

WHEREAS, the Texas Gulf Coast region has more than two billion barrels of recoverable stranded oil reserves that can only be produced through CO₂ EOR; and

WHEREAS, the Hastings Oilfield has produced 5.3 million barrels through CO₂ EOR since January 2012; and

WHEREAS, Denbury Resources employs and contracts 100 people in the Pearland region; and

WHEREAS, Denbury Resources has invested \$1.3 billion on construction and in the development of the Hasting Oilfield; and

WHEREAS, CO₂ EOR offers an important means to achieve U.S. energy independence and also provides significant environmental benefits through the associated long term storage of CO₂ that would otherwise be vented into the atmosphere; and

WHEREAS, encouraging CO₂ EOR projects in the Texas Gulf Coast will also encourage new industry that can partner with the oilfield to provide new capital investment, high wage jobs and result in a broader tax base through new services, materials sales and field environmental improvements that support our communities, and

WHEREAS, Texas is the only top-ten U.S. oil and gas producing state that requires 100 percent approval of new field operations units on a voluntary basis, and

WHEREAS, a statutory unitization procedure to support full field tertiary re-development of older, depleted oilfields is necessary in order to utilize CO₂ EOR, and,

WHEREAS, the lack of a statutory unitization procedure that protects the correlative rights of mineral interest and royalty owners inhibits CO₂ EOR development, and

WHEREAS, Texas energy and conservation policy should support such a procedure that honors the development wishes of a supermajority of interest owners.

THEREFORE BE IT RESOLVED, the Pearland Chamber of Commerce supports an improved statutory procedure that provides for unitization of depleted Texas Gulf Coast oil fields for purposes of tertiary enhanced oil recovery.

ADOPTED THIS 27th day of March, 2015 by the governing body of the Pearland Chamber of Commerce.

Patrick Larkin, Chair of the Board

Carol Artz-Bucek, CCE - President/CEO