# City of West University Place

*A Neighborhood City*

**CITY COUNCIL**
Bob Higley, Mayor
Kevin Trautner, Mayor Pro Tem
Lauri Lankford, Councilmember
John P. Barnes, Councilmember
Ed Sobash, Councilmember

**STAFF**
David J. Beach, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

# City Council Meeting Agenda

Notice is hereby given of a **workshop and regular meeting** of the West University Place City Council to be held on **Monday, February 10, 2020** beginning at **5:30 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the following agenda items:

Note: All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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**WORKSHOP (5:30 PM in the Bill Watson Conference Room)**

1. **Call Workshop to Order**

2. **WWTP Efficiency Study**
   Matters related to WWTP Efficiency Study. *Recommended Action: Discuss and provide staff direction, if desired.* ***Mr. Gerardo Barrera, Public Works, Director.***

3. **Adjourn Workshop**

**REGULAR MEETING (6:30 PM in the Council Chambers)**

4. **Call Regular Meeting to Order**

5. **Pledge of Allegiance**

6. **Public Comments**
   This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer his/her comments until such time the item is discussed.

   Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the hearing has been closed. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments.

   Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. Speakers are required to register in advance and must limit their presentations to three minutes each.

**7. Subdivision Update Ordinance**

Matters related to an ordinance amending Chapter 74 of the Code of Ordinances relating to Subdivisions. *Recommended Action: Approve ordinance on the first of two readings reading* ***Mr. Gerardo Barrera, Public Works.*** [see Agenda Memo 7]

**8. Bee Ordinance**

Matters related to the first reading of an ordinance relating to bees. *Recommended Action: Approve ordinance on the first of two readings.* ***Mr. Gerardo Barrera, Public Works Director.*** [see Agenda Memo 8]

**9. Water System Disinfection Upgrade**

Matters related to approving contract for Water Disinfection Upgrades. *Recommended Action: Approve contracts and authorize the city manager to execute the contracts.* ***Mr. Gerardo Barrera, Public Works Director*** [see Agenda Memo 9]

**10. Weir Replacement**

Matters related to approving a contract for Clarifier Weir Replacement at the Wastewater Treatment Plant. *Recommended Action: Approve contract and authorize the city manager to execute the contract.* ***Mr. Gerardo Barrera, Public Works Director.*** [see Agenda Memo 10]

**11. City-wide Speed and Safety Study**

Matters related to implementing a city-wide speed and safety study. *Recommended Action: Approve contract and authorize the city manager to execute the contract.* ***Mr. Gerardo Barrera, Public Works Director.*** [see Agenda Memo 11]

**12. Consent Agenda**

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

**A. City Council Minutes**

Approve the City Council Workshop Minutes of January 27, 2020. [see Action Minutes]

**B. Weeds/Property Condition**

Matters related to an ordinance regarding weeds/property condition. *Recommended Action: Approve ordinance on second and final reading.* ***Mr. Gerardo Barrera, Public Works and Mr. Richard Wilson, ZPC Chair.*** [see Agenda Memo 12B]

**C. Wastewater Treatment Plant (WWTP) Efficiency Study Acceptance**

Matters related to accepting the WWTP Efficiency Study. *Recommended Action: Accept WWTP Efficiency Study.* ***Mr. Gerardo Barrera, Public Works Director***. [see Agenda Memo 12C]

**13. Recess Regular Meeting to Convene Executive Session**

**14. Real Property**

Notice is hereby given that the City Council will convene into executive session in accordance with the following provisions of Chapter 551 of the Texas Government Code:

**Section 551.071 –** Consultation with legal counsel regarding zoning and land use.
**Section 551.072 –** Deliberate the purchase, exchange, lease, or value of real property.

**15. Reconvene Regular Session**

Reconvene regular meeting and take any action resulting from executive session.

## 16. Adjourn Regular Meeting

**In compliance with the Americans with Disabilities Act, if you plan to attend this public meeting and you have a disability that requires special arrangements, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist in your participation in the meeting. The Council Chambers is wheel chair accessible from the west entrance and specially marked parking spaces are available in the southwest parking area. Special seating will be provided.**

I certify that the attached notice and agenda of items to be considered by the West University Place City Council on February 10, 2020 was posted on the Municipal Building bulletin board on February 6, 2020 at approximately 11:00 a.m. o'clock

*Thelma A. Gilliam*
**Thelma A. Gilliam, City Secretary**

**(SEAL)**

# AGENDA MEMO

Business of the City Council
City of West University Place, Texas

| | | | |
|---|---|---|---|
| **Meeting Date** | 02.10.20 | **Agenda Item** | 7 |
| **Approved by City Manager** | Yes | **Presenter(s)** | G. Barrera, Director<br>Richard Wilson, ZPC Chair |
| **Reviewed by City Attorney** | Yes | **Department** | Public Works |
| **Subject** | Subdivision Update Ordinance | | |
| **Attachments** | 1. Chapter 74 – List of Edits to the Rewrite of Chapter 74<br>2. Ordinance Repealing Chapter 74<br>3. Chapter 74 – Subdivisions – Redlined | | |
| **Financial Information** | Expenditure Required: | | N/A |
| | Amount Budgeted: | | N/A |
| | Account Number: | | 000-0000-00000 |
| | Additional Appropriation Required: | | N/A |
| | Additional Account Number: | | N/A |

## Executive Summary

In 2019, the City contracted with Kendig Keast Collaborative (KKC) to review Chapter 74 of the Code of Ordinances with the purpose of reorganizing the Chapter into a more intuitive and easier to use format, and ensure it did not conflict with any Chapters already in the City Ordinances. Key areas revised in the Chapter include:

- Providing cross-referencing when appropriate to link Chapter 74 with the rest of the City Ordinances
- Develop an Enforcement and Remedies Article
- Add provisions for Text Amendments and Appeals
- Update, consolidate and ensure definitions do not conflict with other City Ordinances
- Ensure no duplication between Chapter 74 and other Chapters of City Ordinance
- Formalize Development Review Process

At its meeting of January 9, 2020, KKC presented the newly proposed Chapter 74 to the Zoning and Planning Commission for review and discussion. After minor revisions, the ZPC approved the amendments to Chapter 74 and are requesting approval from City Council.

At the City Council meeting on January 27, 2020, Council requested additional changes to the ordinance, which have been included. Per the City Attorney, those changes requested by Council did not require the ordinance to return to the ZPC for approval.

The City Attorney reviewed the proposed changes and ensured recent State legislative changes were included in the new draft.

## Recommended Action

The Zoning and Planning Commission and staff recommend that City Council approve the amendments to Chapter 74-Subdivisions Ordinance on the first of two readings.

**List of Edits to the Rewrite of Chapter 74, *Subdivisions***

*City Council Requests from 01.27.20*

1. Move Definitions to the Front.
2. Ensure formatting and cross-referencing is correct.
3. Clarify and enhance applicability section to ensure what the Chapter applies to and what it not does apply to.
4. Ensure all references to Zoning and Planning Commission or ZPC are correct.
5. Add an "Effective Date" section.
6. Ensure Capitalization of All Defined Terms.
7. Add definition of the Texas Local Government Code (TLGC).
8. Provide citation to Texas State Law for the right and cost of removal sections within Section 74-27, *Easements*
9. Ensure all references to "Section", "Article", and "Chapter" are appropriate

*Additional Edits Upon Further Review*

1. Added definition of:
    - Consolidated Preliminary and Final Plat
    - Lot Line
    - Traffic Impact Analysis
2. Modified definitions of:
    - Person; and
    - Subdivision
3. Deleted definitions of:
    - Driveway;
    - Local Street; and
    - Major Thoroughfare.
        - The three definitions listed above are no longer necessary because of decision to delete language in Access Management section and provide a cross-reference to the Zoning Ordinance.
4. Elimination of the term "parcel" for reasons of clarity. The defined terms of "lot" and "tract" cover the necessary concepts satisfactorily.
5. Elimination of E(2) of Section 74-62, *Preliminary Plats*, because it is duplicative with the second sentence of subsection (H).
6. Small grammatical changes were made as necessary.

City of West University Place
Harris County, Texas

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; REPEALING CHAPTER 74, SUBDIVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, AND ADOPTING A NEW VERSION OF CHAPTER 74, SUBDIVISIONS AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, THAT:**

**Section 1**. Chapter 74, Subdivisions, of the Code of Ordinances of the City of West University Place, Texas is repealed in its entirety and replaced by the adoption of a new Chapter 74, Subdivisions as set out in Appendix A, attached hereto.

**Section 2**. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 3**. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

**Section 4**. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

**Section 5**. This Ordinance takes effect immediately upon its passage and adoption on second reading.

**PASSED, APPROVED AND ADOPTED ON FIRST READING** on the _____ day of _____, 2020.

Councilmembers Voting Aye:

Councilmembers Voting No:

Councilmembers Absent:

PASSED, APPROVED AND ADOPTED ON SECOND READING, AND SIGNED, on the _____day of _____, 2020.

Councilmembers Voting Aye:

Councilmembers Voting No:

Councilmembers Absent:

**Attest:** _____ **Signed:** _____

City Secretary (Seal) Mayor

Recommended: _____

City Manager

Approved as to legal form: _____

City Attorney

# Chapter 74, Subdivisions

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## **Article I.** Definitions and Interpretation

### **Section 74-1 -** Rules of Construction

A. **Headings.** Section and subsection headings are provided for illustrative purposes only and shall not be deemed to limit, govern, modify, or otherwise affect the scope, meaning, or intent of any provision of this Chapter.

B. **Conflict between Text and Tables.** In the case of any real or apparent conflict between the text of this Chapter and any illustration, figure, or table explaining the text, the text shall control.

C. **Shall and May.**

1. "Shall" is always mandatory.
2. "May" is always discretionary.

D. **Interpretation.** The provisions of this this Chapter shall:

1. Be held to be minimum requirements;
2. Be liberally construed in favor of the governing body; and
3. Not be deemed a limitation or repeal of any other powers granted by state statute.

E. **Word Tense.** Words used in the singular include the plural, and the plural the singular, unless the context clearly indicates the contrary.

### **Section 74-2 -** Definitions

**Accessory** shall mean a building, structure, or use that is lawfully permitted and subordinate to a lawfully permitted principal building, structure, or use on the same building site.

**Administrative Official** shall mean the City Manager or his designee to administer the regulations and provisions of this Chapter of the City's Code of Ordinances.

**Applicant** shall mean any owner of real property or their agent, dividing, proposing to divide land, consolidating, or proposing to consolidate land so as to constitute a Subdivision.

**Block** shall mean an area bounded by street areas and occupied by or intended for occupancy by buildings.

**City** shall mean the City of West University Place, Texas.

**City Council** shall mean the City Council of the City of West University Place, Texas.

**Consolidated Preliminary and Final Plat** shall mean the process by which an applicant can obtain Final Plat approval without having to first receive official Preliminary Plat approval.

**Easement** shall mean a granted right to a Person to use land owned by another for a specific purpose.

**Final Plat** shall mean the map or drawing on which an Applicant's plan of Subdivision is presented in final recordable form for approval by the ZPC.

**Inactive Application** shall mean an application that has been submitted to the City, however the application does not fully comply with the standards of this Chapter meaning that City Staff is unable to place it on a ZPC agenda for potential adoption.

**Lot** shall mean a contiguous area of land with boundaries established by a legal instrument such as a recorded deed, court order, or a recorded Plat, which is recognized as a separate legal entity for purposes of transfer of title. The term "Lot" does not include areas within Rights-of-Way and shall not be construed to allow the creation of Lots that are not lawfully created in conformance with the provisions of this Chapter.

**Lot Line** shall mean the line that demarcates the boundary of a Lot.

**Minor Plat Amendment** shall mean a type of Replat that can be approved administratively because the necessary edits being requested are of the type identified by TLGC Section 212.016, *Amending Plat*.

**Permeant Drainage Easement** shall mean a drainage easement that has been granted to the City in perpetuity to control the drainage of stormwater off of a property.

**Person** shall mean a human being, partnership, corporation, sole proprietorship, representative, governmental entity, unincorporated business association or any other entity.

**Plat** shall mean a map or chart of a Subdivision including Replats.

**Preliminary Plat** shall mean the map or drawing on which an Applicant’s plan of Subdivision is initially presented to the ZPC.

**Replat** shall mean a plat representing land that has previously been included in a recorded plat.

**Right-of-Way** shall mean area on, below, or above a Street, sidewalk, alley, waterway, or utility Easement in which a governmental body has a legal interest. The term does not include the wireless telecommunications.

**Stale Application** shall mean an Inactive Application for a Subdivision that has been submitted to the City not meeting the requirements necessary for approval and the Applicant has failed to address the City Staff and/or referral agency comments 90 days after the comments were forwarded to the Applicant.

**Street** shall mean a public Right-of-Way for vehicular traffic (including bicycles) whether designated a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, public roadway or as otherwise designated.

**Subdivision** shall mean the division or consolidation of a Lot or Tract of land into two or more Lots, sites or other divisions of the land for the purpose, whether immediate or future, of sale or building development.

**Texas Local Government Code (TLGC)** shall mean the most recent edition of the Texas Local Government Code, as amended.

**Tract** shall mean a portion of a Subdivision intended for development, typically being substantially larger than a Lot and intended for either large scale development, future Subdivision into smaller Lots, or preservation as open space.

**Traffic Impact Analysis** shall mean a study that prepared by a licensed professional traffic engineer or civil engineer in connection with a proposed land use application that forecasts, describes, and suggests ways of off-setting the traffic effects that will occur should the land use application be approved.

**Zoning and Planning Commission (ZPC)** shall mean the ZPC for the City of West University Place, Texas.

## **Article II.** Purpose, Jurisdiction, and Applicability

### **Section 74-11** - Purposes

The purposes of this Chapter are to:

A. Provide for the orderly and safe land development within the City;

B. Promote the health, safety, and general welfare of the community;

C. Ensure that new development is consistent with the City's most recently adopted Comprehensive Plan;

D. Ensure that facilities to be accepted and maintained by the City are properly located and constructed; and

E. Establish reasonable development restrictions that will neither infringe upon the Constitutions of the United States of America or the State of Texas nor create regulations that are arbitrary or capricious.

### **Section 74-12** - Jurisdiction

Unless otherwise noted all provisions of this Chapter apply within the municipal limits of the City of West University Place, Texas.

### **Section 74-13** - Applicability

A. **When Applicable.** This Chapter is applicable whenever an application to subdivide or consolidate a Lot or Tract of property by means of a specific platting process as referenced in Article VI, *Plats* is officially submitted to the City.

B. **When Not Applicable.** Land development applications and the process of entering into such applications as detailed elsewhere in the City's Code of Ordinances, such as Appendix A,

*Zoning Ordinance* and Chapter 18, *Buildings and Development,* have no bearing and/or applicability upon this Chapter unless otherwise cross-referenced.

### **Section 74-14** - Effective Date

The effective date of this Chapter is the same as the date of it's official adoption by the City Council which is [ ]

### **Section 74-15 -** Consistency with Zoning and the City Plans

A. **Zoning.**

1. *Land Use.* No land contained in any proposed Subdivision shall be reserved for any land use other than a use permitted within the zoning district where the property is located. (See Appendix A, *Zoning Ordinance*).
2. *Rezoning.* No Subdivision approval shall be approved that requires a change in zoning until the rezoning request is officially approved in compliance with Appendix A, *Zoning Ordinance*.

B. **Plans.** All Subdivisions shall be consistent with the City's plans including, but not limited to, the City's most recently adopted Comprehensive Plan and Drainage Plan.

### **Section 74-16 -** Transition Standards

A. **Development Approvals Predating the Effective Date.**

1. It is the City's intent to respect existing development approvals. Approved development may be carried out within the scope of the development approval, including applicable standards in effect at the time of approval, provided that the approval was valid and has not lapsed per Section 74-54, *Inactive and Expired Applications*.
2. This Chapter does not prevent the City from enforcing any provision of Chapter 18, *Buildings and Development*, or any other chapter of the City's Code of Ordinances.

B. **Pending Applications.**

1. Except as provided in subsection (B)2 below, each application for development approval shall be evaluated only by the adopted ordinances and technical regulations in effect at the time that each complete application is submitted.
2. Applications that are not pursued with due diligence may expire pursuant to Section 74-54, *Inactive and Expired Applications*.

## **Article III.** Subdivision Standards

### **Section 74-21** - Lots

A. **Lot Size.** All Lots and Tracts must conform to the regulations of Appendix A, Section 5-102, *Division of Building Sites*.

B. **Lot Shape.**

1. Lots shall be as rectangular as possible.
2. Irregular shaped Lots shall have sufficient width at the building line to meet the minimum width requirements of Appendix A, Table 5-1, *Building Site Dimensions*.

C. **Lot Lines.** Side Lot Lines shall be at right angles or as close to right angles as possible.

D. **Street Frontage.** Each Lot shall have adequate access to an existing or proposed public street with the width of the street area to be not less than 40 feet.

E. **Lot Consolidation.** Lots may be consolidated provided that:

1. The minimum requirements of Appendix A, Section 5-102*, Division of Building Sites,* have been met; and
2. Upon completion of any and all work permits none or only one of the applicable Lots has a primary habitable building located on it.

F. **Lot Subdivision on Previously Consolidated Lot.** Lots that have previously been consolidated may be subsequently subdivided again provided that the newly created Lots:

1. Satisfy the requirements of this Chapter and *Appendix A, Zoning Ordinance;* and
2. Neither of the newly proposed Lots would have an Accessory building, Accessory use, or Accessory structure left on the property without a primary building.

G. **Through Lots.** See Appendix A, *Zoning Ordinance*, Table 7-2, *Yards (or 'Setbacks'): Note 1*: *Through Lots or Building Sites*.

## **Section 74-22 -** Building Sites

See Appendix A, *Zoning Ordinance*, Article 5, *Building Sites* and Section 18-53, *Building Sites*.

## **Section 74-23 -** Blocks

A. **Minimum Block Length.** Block length shall be a minimum of 500 feet.

B. **Maximum Block Length.** Blocks shall not be more than 1,200 feet in length.

## **Section 74-24 -** Streets and Public Rights-of-Way

A. **Right-of-Way Width.** The City shall maintain the existing Right-of-Way width necessary to provide the paved streets and sidewalks that presently exist throughout the City.

B. **Street Pavement Width.** The City shall maintain the existing street pavement width necessary to maintain the existing street network throughout the City.

C. **Alleys.** The creation of new alleys is prohibited.

D. **Private Streets.** The creation of new private streets is prohibited.

E. **Street Lighting.** Street lighting shall be provided and meet the standards as provided in the City's *Construction Design Manual*.

F. **Street Name and Traffic Signs.** All street name and traffic signs shall be provided by the City.

G. **Traffic Impact Analysis.**

1. Where a proposed new development may create either increased traffic, intersection congestion, or any transportation concern, the City may require the Applicant to fund a Traffic Impact Analysis.
2. Should the Traffic Impact Analysis determine that it is necessary, the Applicant may be required to share with the City the cost of any transportation improvement as is roughly proportional to the new development.

## **Section 74-25 -** Access Management

See Appendix A, *Zoning Ordinance,* Table 7-5a: Parking, Driveways, etc.

## **Section 74-26 -** Curbs, Gutters, and Sidewalks

See Section 18-62, *Curbs, Gutters, and Sidewalks*.

## **Section 74-27 -** Easements

A. **Drainage and Stormwater Easements.** When a Subdivision has a natural channel, stream, or drainage from an adjacent property, the Final Plat must dedicate a Permanent Drainage Easement to the City with sufficient width to accommodate the natural channel, stream or drainage, plus an additional width to accommodate projected future runoff.

B. **Utility Easements.** Easements across Lots centered on rear and side Lot Lines shall provide for utilities where necessary and shall be a minimum of 10 feet wide for two utility services (e.g., electric, gas, telephone, etc.) or 14 feet to 20 feet for two or more utility services.

C. **Water and Wastewater Easements.** Easements required for water and wastewater shall be a minimum of 10 feet in width in the Right-of-Way of the front property line.

D. **Encroachments and Removal of Encroachments.**

1. *No Encroachments within an Easement.* No structures or permanent encroachments shall be allowed to be located within the area of any Easement required by this Chapter.
2. *Right of Removal.* While the City and/or utility provider benefiting from an Easement will make efforts to minimize disturbances, both, however, shall have the right to remove any encroachment, structure, fence, landscaping (including overhanging limbs, shrubbery, or vegetation), or other improvements placed upon or over such Easement. (See Texas Utilities Code Section 181.007, *Authority to Hold Land or Other Property*)

3. *Cost of Removal.* The City and/or utility provider may assess the cost of removing an unauthorized improvement from an Easement against the landowner, including the placing of a lien on the property. (See TLGC Section 552.067, *Notice of Proposed Improvements; Lien*)
4. *Restoration.* The City and/or utility provider shall not be obligated to restore or replace any such encroachment but shall restore any disturbed ground surfaces with seeding.

E. **Maintenance of Easements.** The responsibility for the regular maintenance of the ground surface in any Easement shall rest with the owner of the property within which the Easement exists.

## **Section 74-28 -** Survey and Monument Specifications

A. **Information Required**.

1. *Generally.* The following shall be used for mapping natural resources or other features of all plats, site development plans, or plans as otherwise required by this Chapter. In general, boundaries shall be measured as follows:
   a. Measurements for the boundary are to be made horizontally, perpendicular from, or radial from any feature or point.
   b. Boundaries that are dependent on elevation shall be based upon on-site elevations and shall not be interpolated.
2. *Waterbodies and Watercourses.*
   a. *Floodplains.* All development within the City, not part of a previously approved plan or Plat, shall show the boundary of the floodplain and floodway, if such exists on the site. Such delineation shall be by a registered professional land surveyor.
   b. *Streams*. Streams (perennial, intermittent, mapped, and unmapped) with identifiable banks and beds shall have their boundaries set at the top of the bank.
   c. *Wetlands*. Wetlands shall be measured by the criteria of the U.S. Army Corps of Engineers.
   d. *Other Waterbodies/Watercourses.* Initial identification of other waterbodies/watercourses not otherwise classified shall be made using the U.S. Geological Survey quadrangle maps or more accurate information, as available. Field survey verification to determine evidence and location of channelized flow is required for all plats and site development plans.
3. *Topography.* Topographic lines are required and shall be drawn at one-foot contour intervals unless such intervals are impractical due to essentially flat topography.

B. **Monumentation**. Survey monuments shall be required.

1. *Monument Markers.* All boundary corners, angle points, or points of curvature or tangency, including Block corners, Lot corners, street intersections, and all angle points and points of curvature in street lines must be monumented by a surveyor using sufficient, stable and reasonably permanent survey markers.
2. *Monument Size and Material.* Each monument shall be described in such a way as to clearly define the size, type of material, and the nature of the monument (i.e., three-fourths-inch iron pipe, five-eights-inch iron rod, cotton spindle, mag nail, etc.).
3. *Standards.* All monuments shall be set to the standard of the Texas Board of Professional Land Surveying Practices Act and the general rules of practices and procedures of the Texas Board of Professional Land Surveying and shall bear reference caps as indicated.
4. *Benchmarking.*
    a. *Location.* A benchmark monument or survey marker of a sufficient, stable, and reasonably permanent nature shall be found or placed within the boundaries of or within 300 feet of the boundaries of the Subdivision for project elevation control.
    b. *Identification.* The placement of the benchmark with the location, description, and elevation of the benchmark shall be identified on the face of the Plat.
    c. *Reference.* All project benchmarks and all project elevations shall be referenced to the published National Geodetic Survey (NGS) datum adjustment of the current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the property location. Equations may be used to translate other datum adjustments to the required adjustment.

## **Section 74-29 -** Sewer, Water and Utility Connections

A. **Generally.** All Lots or Tracts in Subdivisions shall be provided by the Applicant with a water supply, water distribution system, fire hydrants, and a sewer system in accordance with the City's *Construction Design Manual*.

B. **Requirement for Permits.** See Section 18-64, *Utility Availability, Major Development*.

## **Section 74-30 -** Construction Improvements

A. **Construction Requirements.** See Section 70-261, *Construction and Maintenance of Structures*.

B. **Performance Bond.**

1. *Bond Required.* Before starting any construction activity, including land clearing, an Applicant must obtain a performance bond guaranteeing to the City the installation of all of the required improvements within a specified time.

2. *Cost of Bond.* The cost of the performance bond is based on the estimated cost of the improvements and shall be in an amount approved by the Administrative Official.

C. **Applicant Report upon Completion of Improvements.** When the required improvements of this Chapter are completed, the Applicant shall submit a written report to the Administrative Official stating that all required work has been completed in accordance with the approved plans and specifications.

D. **City Acceptance.** See Section 74-55, *City Acceptance of Improvements*.

### **Section 74-31 -** Drainage, Stormwater, and Flood Management

A. **Drainage and Stormwater.**

1. Drainage facilities shall be installed so as to drain all Lots in a Subdivision and to handle incoming flows from natural channels, streams and other drainage, and the sufficiency of such facilities shall be approved by the Public Works Director.
2. All water runoff shall drain into the Street from the same Lot address either naturally or through an internal drainage system, unless otherwise indicated on the Final Plat.
3. For further information see the City's *Stormwater Management Plan*.

B. **Flood Management.** See Chapter 18, Article IX, *Flood Damage Prevention*.

## **Article IV.** Administrative Bodies

### **Section 74-41** - Administrative Official

A. **Right of Inspection.** The Administrative Official is empowered to enter any building, structure, or premises in the City upon which a development or land use is located, as follows:

1. Entry shall be for the purpose of inspection to ensure compliance with this Chapter or any other Chapter of the City's Code of Ordinances.
2. Inspection shall be performed during business hours, unless an emergency exists.
3. Inspection shall be made only after:
   a. Permission is granted by the owner or tenant; or
   b. An order from a court of competent jurisdiction.

B. **Interpretation.** The Administrative Official shall have the right to interpret provisions of this Chapter. Should an Applicant not agree with the Administrative Official's interpretation, he or she has the right to appeal as per Section 74-77, *Appeals*.

C. **Responsibilities.** The Administrative Official shall:

1. Establish deadlines for how far in advance an initial application must be submitted to be reviewed by either the City Council and/or the Zoning and Planning Commission (ZPC);

2. Provide application materials for Applicants;
3. Schedule and coordinate all Development Review Committee (DRC) meetings (See Section 74-43, *Development Review Committee*);
4. Decide all administrative approvals as per Section 74-61, *Table of Platting Requirements*;
5. Complete a staff report for all proposals that request approval under this Chapter of the City's Code of Ordinances;
6. Submit in writing to an Applicant any specific conditions required as a part of conditional approval for any and all applications; and
7. Enforce the provisions of Article VII, *Enforcement and Remedies* by:
    a. Providing in writing the violation and/or the specific area(s) of noncompliance to the Person deemed to be in violation of any provision of this Chapter;
    b. Bringing violations and/or lack of compliance to the attention of the ZPC, City Council, or other appropriate agency; and
    c. Issuing or undertaking any remedies as deemed necessary by Section 74-83, *Non-Judicial Remedies,* and Section 74-84, *Judicial Remedies*.

## **Section 74-42 -** City Council

A. **Establishment.** The City Council is established by the City of West University Place Home Rule Charter, Article II, *City Council*.

B. **Powers and Duties.** The City Council reserves to itself all of the powers and duties that are not expressly delegated within this Chapter of the Code of Ordinances. (*See* Home Rule Charter, Section 2.08, *Powers of Council*).

## **Section 74-43 -** Development Review Committee (DRC)

A. **Membership.**
    1. The Development Review Committee (DRC) shall be comprised of the City Staff designated by the Administrative Official and representatives from each referral agency that reviews development projects in conjunction with the City.
    2. Based on the nature of the application, DRC meetings can be limited to those staff and agencies affected by the development, or can be expanded to include additional agencies or staff with review responsibilities.

B. **Meetings.** DRC meetings shall be convened by the Administrative Official, as necessary.

C. **Responsibilities.** The DRC shall have the role to review and provide technical recommendations concerning any application specified in this Chapter of the City's Code of Ordinances.

### **Section 74-44 -** Zoning and Planning Commission (ZPC)

A. **Establishment.** The Zoning and Planning Commission (ZPC) is established by Home Rule Charter, Section 5.03, *Zoning and Planning Commission*.

B. **Powers.** Unless otherwise designated, the ZPC shall have the responsibility for the approval of all plans, Plats, and permits as designated by this Chapter in accordance with Texas Local Government Code (TLGC) Chapter 212, *Municipal Regulation of Subdivisions and Property Development*. (*See* Home Rule Charter, Section 5.04, *Zoning and Planning Commission: Powers and Duties*).

## **Article V.** Standardized Development Procedures

### **Section 74-51** - Pre-Application Conference

A. **Applicant Responsibilities.** An Applicant shall:

1. Consult early, informally, and in-person with the Administrative Official; and
2. Avail himself to the advice and assistance of the Administrative Official.

B. **Administrative Official Responsibilities.** The Administrative Official shall:

1. Informally confer with the Applicant; and
2. Advise and assist the Applicant in the procedure for approval of Plats and on regulations and policies of the City regarding development within the corporate limits.

### **Section 74-52 -** Application Filing Process

A. **Generally.** Every process established by this Chapter of the Code of Ordinances shall be submitted on a form approved by the City with the appropriate application fee in accordance with Appendix E, *Fees and Charges Schedule,* of the City's Code of Ordinances.

B. **Payment of Fees.**

1. All fees for all Plats (regardless of whether it is an original submittal or resubmittal) shall be paid at the time of application submittal.
2. No Plat, permit, or application shall be approved unless and until such costs, charges, fees, or expenses are paid in full.

C. **Forms.** The City may revise any applicable form to comply with any new or revised requirements of this Chapter.

D. **Title Report.** A current title report (within the past 60 days as of the application date) is required to be filed with the City as part of the application process for any and all Plats. (See Article VI, *Plats*.)

E. **Time and Location of Hearing.**

1. *30 Day Requirement.* For all matters properly brought before the City Council or the ZPC, the date of the meeting shall be no later than 30 days following the submission of a complete application per Section 74-53, *Application Completeness Review*.
2. *Specific Time and Location.* Provided that the 30-day time requirement as discussed in subsection E(1) is met, the City shall be responsible for selecting a reasonable time and place for the hearing to be held.

F. **Denial and Resubmittal of Plat.** An Applicant may not submit an additional application for Subdivision of the same Lot or Tract within 12 months of the date of denial unless the Applicant can show to the ZPC's satisfaction that there is a material change in circumstances related to the application.

## **Section 74-53 -** Application Completeness Review

A. **Generally.** Upon receipt of an application pursuant to this Chapter, the Administrative Official shall provide the Applicant with a dated receipt. Within ten working days of receipt of an application, the Administrative Official shall review the application and determine if:

1. The application includes all required materials and information; and
2. Those parts of the application which are required to be prepared by licensed professionals are, in fact, prepared by such professionals.

B. **Determination of Completeness.**

1. If the application is complete, the Administrative Official shall notify the Applicant in writing of this determination and require the Applicant to provide a sufficient number of copies of the application.
2. No application is complete until all up-front fees for review are paid.
3. The time period for processing an application after completeness review does not start unless the fees are paid.
4. Once an application has been accepted by the Administrative Official, the filing fee is non-refundable.

C. **Determination of Incompleteness.** If the application is incomplete, the Administrative Official shall notify the Applicant in writing, specifying the additional materials or information required to complete the application. The Applicant shall provide these materials within ten working days of the request or the application will be withdrawn. An application that is withdrawn may be re-filed at a future date however a new filing fee will be required.

## **Section 74-54 -** Inactive and Expired Applications

A. **Generally.** Applications must be diligently pursued by the Applicant. This Section includes procedures to void applications that become stale due to Applicant inaction.

B. **Expiration of Applications.**

1. *Inactive.* An application becomes "inactive" for failure to comply with this Chapter, preventing it from being docketed for action or approved.
2. *Stale.*
   a. *Generally.* Inactive Applications become “stale” after 90 days of the filing of the application if the Applicant fails to address staff or referral agency review comments.
   b. *Exception.* When the Applicant is actively pursuing action to address comments in coordination with staff, in which case the application shall become stale after 180 days of the date when the action was originally requested.
3. *Void.* Stale applications are automatically voided six months after the original date when the action was requested if the Applicant fails to take action or requests an extension of time for cause.
4. *No Refund of Fees.* If a Plat becomes stale and is voided, application fees will not be refunded and a new application and fees are required to file a subsequent Plat.

C. **Extension of Time.** Prior to a Stale Application being voided, an application may be extended for up to six months upon written request of the Applicant for cause only.

D. **Change in Ordinance Provisions.** If the City amends this Chapter or adopts other regulations during the period of time when an application is inactive and/or stale, the application shall not be subject to compliance to the new regulations unless the application becomes void.

## **Section 74-55 -** City Acceptance of Improvements

For the City to accept the dedication of any public infrastructure improvement the following procedural steps are required:

A. **Applicant Report.** See Section 74-30.C, *Applicant Report upon Completion of Improvements*.

B. **City Staff Review.**

1. The City’s Director of Public Works shall approve all water and sewer facilities.
2. The City’s Building Official shall complete a satisfactory final inspection confirming that all work, cleanup, and requirements of the ZPC have been completed.

C. **City Council Acceptance.** Upon satisfactory completion of the Applicant report and City Staff report, the City Council shall formally accept the public improvements and release any excess funds held in the performance bond that the Applicant was required to post in accordance with Section 74-30.B, *Performance Bond*.

**Section 74-56 -** Required Notice

A. **Generally.** Notice of any ZPC hearing on a Subdivision application, whether by publication or by mail, shall be given as required by TLGC Chapter 212, *Municipal Regulation of Subdivisions and Property Development*.

B. **Content of Notice.** Notice shall include:

1. The date, time, and place of the hearing;
2. Staff contact and phone number;
3. A full legal description of the property; and
4. A statement that the public is invited to review and comment on the application.

C. **Constructive Notice.**

1. *Minor Defects.* Minor defects in any notice shall not impair the notice or invalidate proceedings pursuant to the notice if there was a bona fide attempt to comply with applicable notice requirements. Minor defects in notice shall be limited to errors in a location map, typographic or grammatical errors, or errors of actual acreage that do not impede communication of the notice to affected parties.
2. *Failure to Receive Notice.* Failure of a party to receive written notice, when notice has been actually mailed, shall not invalidate subsequent action.
3. *Questions Concerning Adequacy of Notice.* If questions arise regarding the adequacy of notice, the City Council or the ZPC may direct City Staff to make a formal finding as to whether there was substantial compliance with the notice requirements of this Chapter and the TLGC.

D. **Types of Required Notice.**

1. *By Mail.* Notice by mail, when required, shall be provided to each property owner, as required by law, and as indicated by the most recently approved municipal tax roll of real property.
2. *By Publication.* Notice by publication, when required, shall be provided in accordance with the requirements of the TLGC.

E. **Computation of Time Requirement.** In computing the time periods for notice, the day of mailing, publication, or posting shall not be counted, but the day of the public hearing shall be counted.

F. **Required Notice Table.** Table 74-56, *Required Notice*, sets out the specific notice requirements for each type of application when notice is required.

| Table 74-56<br>Required Notice | | |
|---|---|---|
| **Type of Application** | **By Mail** | **By Publication** |
| **Plats** | | |
| Preliminary Plats | Not Required | Required[2] |
| Final Plats | Not Required | Required[2] |
| Consolidated Preliminary and Final Plats | Not Required | Required[2] |
| Minor Plat Amendments | Not Required | Not Required |
| Replats | Required[1] | Required[2] |
| Notes:<br>1. Required per Texas Local Government Code (TLGC) Section 212.015, *Additional Requirements for Certain Replats*.<br>2. Required per Texas Government Code (TGC), Chapter 551, *Open Meetings.* | | |

## Article VI. Plats

### Section 74-61 - Table of Platting Requirements

| Table 74-61<br>Platting Requirements | | | | | |
|---|---|---|---|---|---|
| **Plat Type** | **Required For** | **Timing** | **Exceptions** | **Issued By** | **Cross-reference** |
| Preliminary Plats | Subdivision of real property | Required prior to Final Plat | *See* TLGC Chapter 212, *Municipal Regulation of Subdivisions and Property Development* and *Sec. 74-64, Consolidated Preliminary and Final Plats* | Zoning and Planning Commission | Sec. 74-62, *Preliminary Plats* |
| Final Plats | Subdivision of real property | Required after Preliminary Plat and prior or concurrent with site development plan | *See* TLGC Chapter 212, *Municipal Regulation of Subdivisions and Property Development* | Zoning and Planning Commission | Sec. 74-63, *Final Plats* |

| Table 74-61<br>Platting Requirements | | | | | |
|---|---|---|---|---|---|
| **Plat Type** | **Required For** | **Timing** | **Exceptions** | **Issued By** | **Cross-reference** |
| Consolidated Preliminary and Final Plats | Subdivision of real property (only applicable for projects meeting the requirements of Sec. 74-64) | Prior or concurrent with site development plan | N/A | Zoning and Planning Commission | Sec. 74-64, *Consolidated Preliminary and Final Plats* |
| Minor Plat Amendments | Amendments to Plats which fall under TLGC Sec. 212.016, *Amending Plat*. | Whenever requirements can be identified as being met | None | Administrative Official | Sec. 74-65, *Minor Plat Amendments* |
| Replats (Major Modifications) | Subdivision of real property | After Plat approval when edits to a Plat are necessary | *See* TLGC Chapter 212, *Municipal Regulation of Subdivisions and Property Development* | Zoning and Planning Commission | Sec. 74-66, *Replats (Major Modifications)* |

## **Section 74-62 -** Preliminary Plats

A. **Required Plat Specifications.** The Preliminary Plat shall show the following:

1. The names, addresses, and telephone numbers of the record owner of the Lot or Tract proposed to be subdivided, and the owner's agent, if any.
2. A description, by metes and bounds, of the proposed Subdivision and of the Lot or Tract from which the Subdivision is proposed.
3. Subdivision boundary lines (indicated by heavy lines) and other Lot Lines in the immediate vicinity.
4. The computed area of the Subdivision, each Lot in the Subdivision, and a number or letter to identify each Lot or Tract.
5. A north arrow.
6. The date of Plat preparation.
7. The scale of the Plat which shall be one-inch equals 20 feet minimum.
8. The front building setback lines on all Lots and Tracts.
9. The side yard building setback lines on corner Lots, if applicable.

10. The Street to which the Lot or Tract is dedicated and the proposed Street address (if available).
11. The proposed Easements for drainage, public utility Easements and Streets, both public and private.
12. The standards as set out in Section 74-28, *Survey and Monument Specifications*.
13. A location inset, preferably in the upper right corner of the Plat, to show the Subdivision in relation to well-known Streets, streams, and natural channels in all directions for a distance of at least one-fourth mile.
14. All proposed rights-of-way must be separately identified as distinct from other Lots on the Plat.

B. **Required Submittals.** Applicants shall submit the following prior to the City determining whether all elements of the application are complete via Section 74-53, *Application Completeness Review*:

1. Full Filing Fee as provided on the City's Schedule of Fees. (See Appendix E, *Fees and Charges Schedule*)
2. An electronic copy in PDF format which can be easily printed at a scale of 24 x 36 inches and stamped "Preliminary Plat" that meets or exceeds the requirements of this Chapter.
3. Letter of transmittal, stating briefly the type of Street surfacing, drainage, sanitary facilities, and water supply proposed.
4. The name and address of the owner and/or the owner's agent.
5. A statement of the extent of the Applicant's ownership.
6. A boundary description of the land.
7. A notarized certificate on the face of the Plat, executed by the Applicant, which certifies that all of the following is fully shown and accurately identified:
    a. All existing encumbrances, such as all Easements for utilities and drainage;
    b. Significant topographical features; and
    c. All of the contiguous land which the Applicant owns or has a legal interest in.
8. Plans and engineering calculations which shall all contain the seal and signature of a registered professional engineer.
9. Any additional supplemental materials as applicable in other sections of this Chapter.

C. **Action by Zoning and Planning Commission (ZPC).** The ZPC shall within 30 days after the Preliminary Plat has been properly filed and the requirements of Section 74-53, *Application Completeness Review*, have been satisfied:

1. Conclude either:
    a. Approval;

b. Approval with conditions; or

c. Disapproval; and

2. Record the action taken on two copies of the Preliminary Plat.

D. **Conditional Approval.**

1. Conditional approval shall be considered to be the status of a Plat or Replat until such conditions are complied with.

2. All conditions imposed as part of a conditional approval, shall be furnished to the Applicant in writing.

E. **Effect of Approval.**

1. Approval of the Preliminary Plat shall be deemed an expression of general approval of the layout of Streets, water, sewer and other required improvements and utilities and shall not constitute acceptance of the Final Plat.

F. **Effect of Disapproval.** Should the ZPC disapprove a Plat, the ZPC shall within ten business days notify the Applicant in writing of the actions taken and the reasons for why said action was taken.

G. **Effect of No Decision.** If no decision is rendered by the ZPC within 30 days after the Preliminary Plat has been filed and the requirements of Section 74-53, *Application Completeness Review* have been satisfied, the Preliminary Plat, as submitted, shall be deemed to be approved.

H. **Expiration.** Preliminary Plat approval will expire six months after the approval by the ZPC. For this reason, there is no requirement that a Preliminary Plat that has been approved be vacated, should an Applicant decide against moving the project forward.

I. **Extension.** The Applicant may apply in writing for an extension prior to the end of such six month period. This period may be extended six months, but not beyond a total of one year.

J. **Required Notice.** See Section 74-56, *Required Notice*.

## **Section 74-63 -** Final Plats

A. **Conformance to Preliminary Plat.** The Final Plat and accompanying data shall conform to the form and content of the Preliminary Plat and other required data as conditionally approved by the ZPC incorporating any and all changes, modifications, alterations, corrections and conditions as set out in the letters of preliminary approval from the ZPC.

B. **City Not Liable to Furnish Improvements.** The acceptance of a Final Plat by the City does not in any manner obligate the City to finance or furnish any storm sewers, drainage structures, Street, water, sewer improvements or any other items or improvements whatsoever.

C. **Easements.** The Final Plat must clearly document all Easements that are required by Section 74-27, *Easements* and any of provisions of this Municipal Code.

D. **Right-of-Way Dedication.** Rights-of-Way intended for public facilities shall be properly dedicated to public use and title transferred to the appropriate public agency. The Final Plat must provide clear evidence of the intent to complete this transfer.

E. **Required Notice.** See Section 74-56, *Required Notice*.

## **Section 74-64 -** Consolidated Preliminary and Final Plats

A. **Applicability.** The Applicant may, at his option, elect to combine the Preliminary Plat and Final Plat process, whenever the following conditions are satisfied:

1. The Tract of land is to be re-subdivided into no more than three Lots; and
2. The dedication of Streets, utilities, and infrastructure is not required.

B. **Required Notice.** See Section 74-56, *Required Notice*.

## **Section 74-65 -** Minor Plat Amendments

A. **Applicant Responsibilities.** An Applicant requesting a Minor Plat Amendment shall submit to the Administrative Official:

1. An electronic copy in PDF format which can be easily printed at a scale of 24 x 36 inches and stamped "Preliminary Plat" that meets or exceeds the requirements of this Chapter; and
2. A statement:
   a. Detailing the specific Minor Plat Amendment requested; and
   b. Identifying the specific subsection of TLGC Section 212.016, *Amending Plat*, that permits the Plat to be amended without requiring a Replat.

B. **Administrative Official Responsibilities.** The Administrative Official may:

1. Administratively approve Minor Plat Amendments when the requirements of TLGC Section 212.016, *Amending Plat,* are met; or
2. Elect to present the Plat to the ZPC for approval, conditional approval, or denial.

## **Section 74-66 -** Replats (Major Modifications)

A. **Applicability.** All Replats, excluding those that qualify for a Minor Plat Amendment per Section 74-65, *Minor Plat Amendments*, are required to be revised in accordance with this Chapter.

B. **Legally Protested Supermajority.**

1. *Vote Requirement.* If a proposed Replat is protested [as described in subsection (2) below] the Replat must receive, in order to be approved, the affirmative vote of at least three-fourths of all members of the ZPC.

2. *Legal Protest Standard.* For the legal protest approval standard to be applicable, a written petition signed by the owners of at least 20 percent of the area of the Lots or land immediately adjoining the area covered by the proposed Replat and extending 200 feet from that area, must be filed with the Administrative Official more than 24 hours prior to the opening of the public hearing.

C. **Procedural Process.** Replats may be submitted through the Final Plat process. See Section 74-63, *Final Plats*.

D. **Required Notice.** See Section 74-56, *Required Notice*.

### **Section 74-67 -** Final Plat Vacation

See TLGC Section 212.013, *Vacating Plat*.

## **Article VII.** Permits and Applications

### **Section 74-71 -** Building Permit

A. **Final Plat Required.** No building, repair, plumbing or electrical permit shall be issued by the City for any building or structure on a Lot or Tract unless a Final Plat has been approved pursuant to the provisions of this Chapter and filed for record with the City and the County Clerk.

B. **Completion of Construction Improvements Required.** The Building Official may not authorize the issuance of permits for buildings in the Subdivision until all improvements are completed in accordance with the requirements of Section 74-30, *Construction Improvements*.

C. **Completion of Site Development Plan and Drainage Plan.** The Building Official may not authorize the issuance of permits for buildings until all required site development plans (See Section 18-54, *Surveys; Site Plans*) and drainage plans (See Section 18-56, *Site Drainage; Drainage Plans*) have been fully submitted and approved by the Building Official.

D. **Building Official Responsibilities.** The Building Official shall be responsible for the issuance of all building permits. See Chapter 18, *Buildings and Development*.

### **Section 74-72 -** Floodplain Development Permit

See Chapter 18, Article IX, *Flood Damage Prevention*.

## **Section 74-73 -** Site Development Plan

See Section 18-54, *Surveys; Site Plans*

## **Section 74-74 -** Site Drainage Plan

See Section 18-56, *Site Drainage; Drainage Plans*

## **Section 74-75 -** Text Amendment

A. **Initiation of Amendment Request.** Requests for amendments to the text of this Chapter may be initiated by the request of the ZPC, City Council, the Administrative Official, or the public at-large to amend, add, or repeal any portion of this Chapter that is not required by either Texas or Federal Law.

B. **Amendment Request Process.** All text amendments to this Chapter shall first be reviewed by City Staff and then subsequently reviewed by ZPC with a recommendation provided to the City Council as to whether the text amendment should be adopted.

C. **Criteria for Approval.** The following shall be considered by the ZPC and the City Council in determining whether to adopt or recommend for adoption. The proposed amendment shall:

   1. Promote the health, safety, and general welfare of the City;
   2. Promote the safe, orderly, efficient, and healthful development of the City;
   3. Be consistent with other regulations within the City's Code of Ordinances; and
   4. Be consistent with the policies of the most recent Comprehensive Plan for the City.

D. **Clerical Error Amendments.** The City Council may, by resolution and without requiring the provisions of subsections (A), (B), and (C):

   1. Correct spelling or punctuation errors;
   2. Cross-reference changes or errors; or
   3. Correct other matters determined by the City Attorney to be of a clerical nature and not requiring the notice requirements of Section 74-56, *Required Notice*.

E. **Required Notice.** See Section 1-5, *Amendments or additions to Code,* of the City's Code of Ordinances and Texas Government Code (TGC) Chapter 551, *Open Meetings*.

## **Section 74-76 -** Variances

A. **Unnecessary Hardship Standard.** The ZPC may authorize a variance when an Applicant can show that a provision of these regulations:

   1. Would cause unnecessary hardship if strictly adhered to; and
   2. Is because of a physical condition peculiar to the land.

B. **Procedural Requirements.**

1. Any variance authorized is required to be entered in writing into the minutes of ZPC meeting specifically stating the reason(s) for which the variance was approved.
2. Not less than two-thirds of the entire membership of the ZPC (not just those present at the meeting) must approve the request.

C. **Required Notice.** See TGC, Chapter 551, *Open Meetings.*

## **Section 74-77 -** Appeals

A. **Purpose.** The purpose of the appeals process is to provide an opportunity for affected parties to seek review of a decision by either an Administrative Official or a public body in a timely and inexpensive manner.

B. **City Staff Decisions.** All decisions of the Administrative Official, Director of Public Works, Building Official, or any other properly designated City Staff representative pertaining to this Chapter, may be appealed to the ZPC.

C. **Deadline to Appeal.** All appeals must be fully completed and submitted to the City 30 days after an official decision.

D. **Content.** The request for appeal shall clearly state each alleged error or ground for protest which the appellant intends to assert. It cannot be amended, supplemented, or modified after notice of the meeting is posted.

E. **Scope of Review.** The ZPC shall review the application in the same manner, using the same approval criteria as the decision-maker. However the following shall apply:

1. No new evidence shall be presented to the ZPC that was not considered by the decision-maker; and
2. No issues shall be reviewed by the ZPC that were not described by the request for appeal.

F. **Parties to Appeal.**

1. Only parties shall have standing to bring an appeal. No appeal by a Person who is not a party shall be heard.
2. A Person is a party if it demonstrates:
   a. That final action of the City caused it injury;
   b. The injury is different in kind or degree from injury to members of the general public; and
   c. The injury can be remedied if the appeal is granted.
3. Any Person that owns property within 300 feet of any Lot Line that is the subject of the appeal shall not be required to demonstrate injury.

G. **Required Notice.** See TGC, Chapter 551, *Open Meetings.*

## **Article VIII.** Enforcement and Remedies

### **Section 74-81 -** Violations

A. **Timeframe for Noncompliance to be addressed.**

1. Upon delivery of a proper noncompliance letter the Person receiving the letter shall have 10 business days to achieve compliance.
2. Failure to comply with a noncompliance letter within the 10 business day requirement shall constitute an offense.

B. **Other Lawful Actions Permitted.** Nothing herein contained shall prevent the City or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

C. **Complaints.** Whenever a violation of this ordinance occurs, or is allowed to have occurred, any Person may file a written complaint. Such complaint shall state fully the causes and basis thereof. Said complaint shall be filed with the Administrative Official. The Administrative Official shall then immediately investigate and take any action that is appropriate per the regulations of this Chapter.

### **Section 74-82 -** Penalties

See Section 1-7, *General Penalties for Violations; Alternative Enforcement*.

### **Section 74-83 -** Non-Judicial Remedies

The City may on its own accord enforce any violation of this Chapter by using the following means and methods:

A. **Withholding Permits.** The City may deny or withhold permits, approvals, or other forms of authorization for failure to comply with the requirements of this Chapter or those requirements of a referral agency.

B. **Temporary Revocation of Permits.** The City may temporarily revoke permits to address an imminent danger to public health, public safety, public or private property or to prevent irreparable harm.

C. **Suspension of Permits.** The City may suspend any permits to allow for the correction of a violation or in response to a judgment of a court of competent jurisdiction.

D. **Revocation of Permits and Approvals.**

1. *Generally.* Any permit or other approval required by this Chapter may be revoked when it is determined that:
    a. There is a violation of any provision of this Chapter;

b. The permit or approval was issued in error or based on false representation;

c. Upon the request of a referral agency with jurisdiction and due cause; or

d. There is a departure from approved plans or Plats as required under the permit, this Chapter, or the construction requirements.

2. *Notice.* Written notice of revocation shall state a time frame to correct the violation.

3. *Effect of Notice.* No work or construction may proceed after service of the revocation notice except work that is either:

   a. Necessary to correct a violation; or

   b. Involves public safety and has the potential to create irreparable harm.

4. *Failure to Correct.* After the period to correct the violation lapses, and said violation has not been corrected or abated, the City may take action to correct such violation and may place a lien upon the property or improvements to the property in an amount to cover all costs related to correction or abatement of the violation.

E. **Stopping Work.**

1. *Administrative Official Authority.* The Administrative Official shall have the authority, with or without revoking permits, to stop any or all construction activity necessary to halt, correct, or prevent a violation of this Chapter by issuing a written stop work order.

2. *Issuance of Order*. Upon issuance of a stop work order, the permittee and/or operator shall immediately stop all activity until authorized, in writing, by the City to proceed.

F. **Cease and Desist Orders.** The City may issue a cease and desist order to close unlawful land uses or to halt a violation of this Chapter.

## **Section 74-84 -** Judicial Remedies

The City may seek the following judicial remedies or any other judicial remedy as permitted by law to enforce this Chapter in any court of competent jurisdiction:

A. **Injunctive Relief.** The City may seek an injunction to stop any violation granted under this Chapter. In any court proceedings in which the City seeks a preliminary injunction, it shall be presumed that a violation of this Chapter is, or may be, an injury to the public health, safety or general welfare or that public health, safety or general welfare may be irreparably injured.

B. **Abatement.** The City may seek a court order in the nature of mandamus, abatement, or other action to abate or remove a violation, or to otherwise restore the premises in question to the condition in which they existed prior to a violation.

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# Chapter 74, Subdivisions


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## **Article I.** Definitions and Interpretation

### **Section 74-1 -** Rules of Construction

A. **Headings.** Section and subsection headings are provided for illustrative purposes only and shall not be deemed to limit, govern, modify, or otherwise affect the scope, meaning, or intent of any provision of this Chapter.

B. **Conflict between Text and Tables.** In the case of any real or apparent conflict between the text of this Chapter and any illustration, figure, or table explaining the text, the text shall control.

C. **Shall and May.**

1. "Shall" is always mandatory.
2. "May" is always discretionary.

D. **Interpretation.** The provisions of this this Chapter shall:

1. Be held to be minimum requirements;
2. Be liberally construed in favor of the governing body; and
3. Not be deemed a limitation or repeal of any other powers granted by state statute.

E. **Word Tense.** Words used in the singular include the plural, and the plural the singular, unless the context clearly indicates the contrary.

### **Section 74-2 -** Definitions

**Accessory** shall mean a building, structure, or use that is lawfully permitted and subordinate to a lawfully permitted principal building, structure, or use on the same building site.

**Administrative Official** shall mean the City Manager or his designee to administer the regulations and provisions of this Chapter of the City's Code of Ordinances.

**Applicant** shall mean any owner of real property or their agent, dividing, ~~or~~ proposing to divide land, consolidating, or proposing to consolidate land so as to constitute a ~~s~~Subdivision.

**Block** shall mean an area bounded by street areas and occupied by or intended for occupancy by buildings.

**City** shall mean the City of West University Place, Texas.

**City Council** shall mean the City Council of the City of West University Place, Texas.

**Consolidated Preliminary and Final Plat** shall mean the process by which an applicant can obtain Final Plat approval without having to first receive official Preliminary Plat approval.

~~**Driveway** shall mean an outdoor area designated or improved to provide a path or route for motor vehicles.~~

**Easement** shall mean a granted right to a ~~p~~Person to use land owned by another for a specific purpose.

**Final ~~p~~Plat** shall mean the map or drawing on which an ~~a~~Applicant's plan of ~~s~~Subdivision is presented in final recordable form for approval by the ZPC.

**Inactive ~~a~~Application** shall mean an application that has been submitted to the City, however the application does not fully comply with the standards of this Chapter meaning that City Staff is unable to place it on a ZPC agenda for potential adoption.

~~**Local street** shall mean all streets within the municipal limits of the City that are not identified by this Chapter as being a major thoroughfare.~~

**Lot** shall mean a contiguous area of land with boundaries established by a legal instrument such as a recorded deed, court order, or a recorded ~~p~~Plat, which is recognized as a separate legal entity for purposes of transfer of title. The term "~~l~~Lot" does not include areas within ~~r~~Rights-of-~~w~~Way and shall not be construed to allow the creation of ~~l~~Lots that are not lawfully created in conformance with the provisions of this Chapter.

**Lot Line** shall mean the line that demarcates the boundary of a Lot.

~~**Major thoroughfare** shall mean the following streets that are either within the City limits or directly border the City: Bissonnet St., Kirby Dr., Bellaire Blvd., and West Holcombe Blvd.~~

**Minor Plat Amendment** shall mean a type of ~~r~~Replat that can be approved administratively because the necessary edits being requested are of the type identified by TLGC Section 212.016, *Amending Plat*.

**Permeant Drainage Easement** shall mean a drainage easement that has been granted to the City in perpetuity to control the drainage of stormwater off of a property.

**Person** shall mean a ~~natural person~~ human being, partnership, corporation, sole proprietorship, representative, governmental entity, unincorporated business association or any other entity.

**Plat** shall mean a map or chart of a ~~s~~Subdivision including ~~r~~Replats.

**Preliminary ~~p~~Plat** shall mean the map or drawing on which an ~~a~~Applicant's plan of ~~s~~Subdivision is initially presented to the ZPC.

**Replat** shall mean a ~~subdivision~~ plat representing land that has previously been included in a recorded ~~subdivision~~ plat.

**Right-of-Way** shall mean area on, below, or above a ~~s~~Street, sidewalk, alley, waterway, or utility ~~e~~Easement in which a governmental body has a legal interest. The term does not include the wireless telecommunications.

**Stale ~~a~~Application** shall mean~~s~~ an ~~i~~Inactive ~~a~~Application for a ~~s~~Subdivision that has been submitted to the City not meeting the requirements necessary for approval and the ~~a~~Applicant

has failed to address the City Staff and/or referral agency comments 90 days after the comments ~~have been~~ were forwarded to the ~~a~~Applicant.

**Street** shall mean a public ~~r~~Right-of-~~w~~Way for vehicular traffic (including bicycles) whether designated a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, public roadway or ~~however~~ as otherwise designated.

**Subdivision** shall mean the division or consolidation of a ~~l~~Lot or ~~t~~Tract of land into two or more ~~l~~Lots, sites or other divisions of the land for the purpose, whether immediate or future, of sale or building development.

**Texas Local Government Code (TLGC)** shall mean the most recent edition of the Texas Local Government Code, as amended.

**Tract** shall mean a portion of a ~~s~~Subdivision intended for development, typically being substantially larger than a ~~l~~Lot and intended for either large scale development, future ~~s~~Subdivision into smaller ~~l~~Lots, or preservation as open space.

**Traffic Impact Analysis** shall mean a study that prepared by a licensed professional traffic engineer or civil engineer in connection with a proposed land use application that forecasts, describes, and suggests ways of off-setting the traffic effects that will occur should the land use application be approved.

**Zoning and Planning Commission (ZPC)** shall mean the ZPC for the City of West University Place, Texas.

## **Article II.** Purpose, Jurisdiction, and Applicability

### **Section 74-11** - Purposes

The purposes of this Chapter are to:

A. Provide for the orderly and safe land development within the City;

B. Promote the health, safety, and general welfare of the community;

C. Ensure that new development is consistent with the City's most recently adopted Comprehensive Plan;

D. Ensure that facilities to be accepted and maintained by the City are properly located and constructed; and

E. Establish reasonable development restrictions that will neither infringe upon the Constitutions of the United States of America or the State of Texas nor create regulations that are arbitrary or capricious.

**Section 74-12** - Jurisdiction

Unless otherwise noted all provisions of this Chapter apply within the municipal limits of the City of West University Place, Texas.

**Section 74-13** - Applicability

A. **When Applicable.** This Chapter is applicable whenever an application to subdivide or consolidate a Lot or Track of property by means of a specific platting process as referenced in Article VI, *Plats* is officially submitted to the City.

B. **When Not Applicable.** Land development applications and the process of entering into such applications as detailed elsewhere in the City's Code of Ordinances, such as Appendix A, *Zoning Ordinance* and Chapter 18, *Buildings and Development,* have no bearing and/or applicability upon this Chapter unless otherwise cross-referenced.

~~All property proposed for subdivision within the municipal limits of the City shall be in accordance with this Chapter.~~

**Section 74-14** - Effective Date

The effective date of this Chapter is the same as the date of it's official adoption by the City Council which is [ ]

**Section 74-15 -** Consistency with Zoning and the City Plans

A. **Zoning.**

1. *Land Use.* No land contained in any proposed ~~s~~Subdivision shall be reserved for any land use other than a use permitted within the zoning district where the property is located. (See Appendix A, *Zoning Ordinance*).

2. *Rezoning.* No ~~s~~Subdivision approval shall be approved that requires a change in zoning until the rezoning request is officially approved in compliance with Appendix A, *Zoning Ordinance*.

B. **Plans.** All ~~s~~Subdivisions shall be consistent with the City's plans including, but not limited to, the City's most recently adopted Comprehensive Plan and Drainage Plan.

**Section 74-16 -** Transition Standards

A. **Development Approvals Predating the Effective Date.**

1. It is the City's intent to respect existing development approvals. Approved development may be carried out within the scope of the development approval, including applicable standards in effect at the time of approval, provided that the approval was valid and has not lapsed per Section 74-54, *Inactive and Expired Applications*.

2. This ~~section~~ Chapter does not prevent the City from enforcing any provision of Chapter 18, *Buildings and Development*, or any other chapter of the City's Code of Ordinances.

B. **Pending Applications.**

1. Except as provided in subsection (B)2 below, each application for development approval shall be evaluated only by the adopted ordinances and technical regulations in effect at the time that each complete application is submitted.
2. Applications that are not pursued with due diligence may expire pursuant to Section 74-54, *Inactive and Expired Applications*.

## **Article III.** Subdivision Standards

### **Section 74-21** - Lots

A. **Lot Size.** All ~~l~~Lots and ~~t~~Tracts must conform to the regulations of Appendix A, Section 5-102, *Division of Building Sites*.

B. **Lot Shape.**

1. Lots shall be as rectangular as possible.
2. Irregular shaped ~~l~~Lots shall have sufficient width at the building line to meet the minimum width requirements of Appendix A, Table 5-1, *Building Site Dimensions*.

C. **Lot Lines.** Side ~~l~~Lot ~~l~~Lines shall be at right angles or as close to right angles as possible.

D. **Street Frontage.** Each ~~l~~Lot shall have adequate access to an existing or proposed public street with the width of the street area to be not less than 40 feet.

E. **Lot Consolidation.** Lots may be consolidated provided that:

1. The minimum requirements of Appendix A, Section 5-102*, Division of Building Sites,* have been met; and
2. Upon completion of any and all work permits none or only one of the applicable ~~l~~Lots has a primary habitable building located on it.

F. **Lot Subdivision on Previously Consolidated Lot.** Lots that have previously been consolidated may be subsequently subdivided again provided that the newly created ~~l~~Lots:

1. Satisfy the requirements of this Chapter and *Appendix A, Zoning Ordinance;* and
2. Neither of the newly proposed ~~l~~Lots would have an ~~a~~Accessory building, ~~a~~Accessory use, or ~~a~~Accessory structure left on the property without a primary building.

G. **Through Lots.** See Appendix A, *Zoning Ordinance*, Table 7-2, *Yards (or 'Setbacks'): Note 1*: *Through Lots or Building Sites*.

### **Section 74-22 -** Building Sites

See Appendix A, *Zoning Ordinance*, Article 5, *Building Sites* and Section 18-53, *Building Sites*.

## Section 74-23 - Blocks

A. **Minimum Block Length.** Block length shall be a minimum of 500 feet.

B. **Maximum Block Length.** Blocks shall not be more than 1,200 feet in length.

## Section 74-24 - Streets and Public Rights-of-Way

A. **Right-of-Way Width.** The City shall maintain the existing ~~r~~Right-of-~~w~~Way width necessary to provide the paved streets and sidewalks that presently exist throughout the City.

B. **Street Pavement Width.** The City shall maintain the existing street pavement width necessary to maintain the existing street network throughout the City.

C. **Alleys.** The creation of new alleys is prohibited.

D. **Private Streets.** The creation of new private streets is prohibited.

E. **Street Lighting.** Street lighting shall be provided and meet the standards as provided in the City's *Construction Design Manual*.

F. **Street Name and Traffic Signs.** All street name and traffic signs shall be provided by the City.

G. **Traffic Impact Analysis.**

1. Where a proposed new development may create either increased traffic, intersection congestion, or any transportation concern, the City may require the ~~a~~Applicant to fund a ~~t~~Traffic ~~i~~Impact ~~a~~Analysis.

2. Should the Traffic Impact Analysis determine that it is necessary, ~~T~~the ~~a~~Applicant may be required to share with the City the cost of any ~~traffic management facility~~ transportation improvement as is roughly proportional to the new development.

## Section 74-25 - Access Management

See Appendix A, *Zoning Ordinance,* Table 7-5a: Parking, Driveways, etc.

## Section 74-26 - Curbs, Gutters, and Sidewalks

See Section 18-62, *Curbs, Gutters, and Sidewalks*.

## Section 74-27 - Easements

A. **Drainage and Stormwater Easements.** When a ~~s~~Subdivision has a natural channel, stream, or drainage from an adjacent property, the ~~f~~Final ~~p~~Plat must dedicate a ~~p~~Permanent ~~d~~Drainage ~~e~~Easement to the City with sufficient width to accommodate the natural channel, stream or drainage, plus an additional width to accommodate projected future runoff.

B. **Utility Easements.** Easements across ~~l~~Lots centered on rear and side ~~l~~Lot ~~l~~Lines shall provide for utilities where necessary and shall be a minimum of 10 feet wide for two utility

services (e.g., electric, gas, telephone, etc.) or 14 feet to 20 feet for two or more utility services.

C. **Water and Wastewater Easements.** Easements required for water and wastewater shall be a minimum of 10 feet in width in the ~~r~~Right-of-~~w~~Way of the front property line.

D. **Encroachments and Removal of Encroachments.**

1. *No Encroachments within an Easement.* No structures or permanent encroachments shall be allowed to be located within the area of any ~~e~~Easement required by this ~~Section~~ Chapter.

2. *Right of Removal.* While the City and/or utility provider benefiting from ~~the~~ an ~~e~~Easement will make efforts to minimize disturbances, both, however, shall have the right to remove any encroachment, structure, fence, landscaping (including overhanging limbs, shrubbery, or vegetation), or other improvements placed upon or over such ~~e~~Easement. (See Texas Utilities Code Section 181.007, *Authority to Hold Land or Other Property*)

3. *Cost of Removal.* The City and/or utility provider may assess the cost of removing an unauthorized improvement from an ~~e~~Easement against the landowner, including the placing of a lien on the property. (See TLGC Section 552.067, *Notice of Proposed Improvements; Lien*)

4. *Restoration.* The City and/or utility provider shall not be obligated to restore or replace any such encroachment but shall restore any disturbed ground surfaces with seeding.

E. **Maintenance of Easements.** The responsibility for the regular maintenance of the ground surface in any ~~e~~Easement shall rest with the owner of the property within which the ~~e~~Easement exists.

## **Section 74-28 -** Survey and Monument Specifications

A. **Information Required**.

1. *Generally.* The following shall be used for mapping natural resources or other features of all ~~subdivision~~ plats, site development plans, or ~~other~~ plans ~~or plats~~ as otherwise required by this ~~Section~~ Chapter. In general, boundaries shall be measured as follows:

   a. Measurements for the boundary are to be made horizontally, perpendicular from, or radial from any feature or point.

   b. Boundaries that are dependent on elevation shall be based upon on-site elevations and shall not be interpolated.

2. *Waterbodies and Watercourses.*

   a. *Floodplains.* All development within the City, not part of a previously approved plan or ~~p~~Plat, shall show the boundary of the floodplain and floodway, if such exists on the site. Such delineation shall be by a registered professional land surveyor.

b. *Streams*. Streams (perennial, intermittent, mapped, and unmapped) with identifiable banks and beds shall have their boundaries set at the top of the bank.

c. *Wetlands*. Wetlands shall be measured by the criteria of the U.S. Army Corps of Engineers.

d. *Other Waterbodies/Watercourses.* Initial identification of other waterbodies/watercourses not otherwise classified shall be made using the U.S. Geological Survey quadrangle maps or more accurate information, as available. Field survey verification to determine evidence and location of channelized flow is required for all ~~subdivision~~ plats and site development plans.

3. *Topography.* Topographic lines are required and shall be drawn at one-foot contour intervals unless such intervals are impractical due to essentially flat topography.

B. **Monumentation**. Survey monuments shall be required.

1. *Monument Markers.* All boundary corners, angle points, or points of curvature or tangency, including ~~b~~Block corners, ~~l~~Lot corners, street intersections, and all angle points and points of curvature in street lines must be monumented by a surveyor using sufficient, stable and reasonably permanent survey markers.

2. *Monument Size and Material.* Each monument shall be described in such a way as to clearly define the size, type of material, and the nature of the monument (i.e., three-fourths-inch iron pipe, five-eights-inch iron rod, cotton spindle, mag nail, etc.).

3. *Standards.* All monuments shall be set to the standard of the Texas Board of Professional Land Surveying Practices Act and the general rules of practices and procedures of the Texas Board of Professional Land Surveying and shall bear reference caps as indicated.

4. *Benchmarking.*

a. *Location.* A benchmark monument or survey marker of a sufficient, stable, and reasonably permanent nature shall be found or placed within the boundaries of or within 300 feet of the boundaries of the ~~s~~Subdivision for project elevation control.

b. *Identification.* The placement of the benchmark with the location, description, and elevation of the benchmark shall be identified on the face of the ~~p~~Plat.

c. *Reference.* All project benchmarks and all project elevations shall be referenced to the published National Geodetic Survey (NGS) datum adjustment of the current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the property location. Equations may be used to translate other datum adjustments to the required adjustment.

**Section 74-29 -** Sewer, Water and Utility Connections

A. **Generally.** All ~~l~~Lots or ~~t~~Tracts in ~~s~~Subdivisions shall be provided by the ~~a~~Applicant with a water supply, water distribution system, fire hydrants, and a sewer system in accordance with the ~~that~~ City's *Construction Design Manual*.

B. **Requirement for Permits.** See Section 18-64, *Utility Availability, Major Development*.

**Section 74-30 -** Construction Improvements

A. **Construction Requirements.** See Section 70-261, *Construction and Maintenance of Structures*.

B. **Performance Bond.**

1. *Bond Required.* Before starting any construction activity, including land clearing, an ~~a~~Applicant must obtain a performance bond guaranteeing to the City the installation of all of the required improvements within a specified time.

2. *Cost of Bond.* The cost of the performance bond is based on the estimated cost of the improvements and shall be in an amount approved by the Administrative Official.

C. **Applicant Report upon Completion of Improvements.** When the required improvements of this ~~section~~ Chapter are completed, the ~~a~~Applicant shall submit a written report to the Administrative Official stating that all required work has been completed in accordance with the approved plans and specifications.

D. **City Acceptance.** See Section 74-55, *City Acceptance of Improvements*.

**Section 74-31 -** Drainage, Stormwater, and Flood Management

A. **Drainage and Stormwater.**

1. Drainage facilities shall be installed so as to drain all ~~l~~Lots in a ~~s~~Subdivision and to handle incoming flows from natural channels, streams and other drainage, and the sufficiency of such facilities shall be approved by the Public Works Director.

2. All water runoff shall drain into the ~~s~~Street from the same ~~l~~Lot address either naturally or through an internal drainage system, unless otherwise indicated on the ~~f~~Final ~~p~~Plat.

3. For further information see the City's *Stormwater Management Plan*.

B. **Flood Management.** See Chapter 18, Article IX, *Flood Damage Prevention*.

## **Article IV.** Administrative Bodies

**Section 74-41** - Administrative Official

A. **Right of Inspection.** The Administrative Official is empowered to enter any building, structure, or premises in the City upon which a development or land use is located, as follows:

1. Entry shall be for the purpose of inspection to ensure compliance with this Chapter or any other Chapter of the City's Code of Ordinances.
2. Inspection shall be performed during business hours, unless an emergency exists.
3. Inspection shall be made only after:
   a. ~~Contact and p~~Permission is granted by the owner or tenant; or
   b. An order from a court of competent jurisdiction.

B. **Interpretation.** The Administrative Official shall have the right to interpret provisions of this Chapter. Should an ~~a~~Applicant not agree with the Administrative Official's interpretation, he or she has the right to appeal as per Section 74-77, *Appeals*.

C. **Responsibilities.** The Administrative Official shall:

1. Establish deadlines for how far in advance an initial application must be submitted to be reviewed by either the City Council and/or the ~~Planning and~~ Zoning and Planning Commission (ZPC);
2. Provide application materials for ~~a~~Applicants;
3. Schedule and coordinate all Development Review Committee (DRC) meetings (See Section 74-43, *Development Review Committee*);
4. Decide all administrative approvals as per Section 74-61, *Table of Platting Requirements*;
5. Complete a staff report for all proposals that request approval under this Chapter of the City's Code of Ordinances;
6. Submit in writing to an ~~a~~Applicant any specific conditions required as a part of conditional approval for any and all applications; and
7. Enforce the provisions of Article VII, *Enforcement and Remedies* by:
   a. Providing in writing the violation and/or the specific area(s) of noncompliance to the ~~p~~Person deemed to be in violation of any provision of this Chapter;
   b. Bringing violations and/or lack of compliance to the attention of the ZPC ~~Planning Commission~~, City Council, or other appropriate agency; and
   c. Issuing or undertaking any remedies as deemed necessary by Section 74-83, *Non-Judicial Remedies,* and Section 74-84, *Judicial Remedies*.

## **Section 74-42 -** City Council

A. **Establishment.** The City Council is established by the City of West University Place Home Rule Charter, Article II, *City Council*.

B. **Powers and Duties.** The City Council reserves to itself all of the powers and duties that are not expressly delegated within this Chapter of the Code of Ordinances. (*See* Home Rule Charter, Section 2.08, *Powers of Council*).

### **Section 74-43 -** Development Review Committee (DRC)

A. **Membership.**

1. The Development Review Committee (DRC) shall be comprised of the City Staff designated by the Administrative Official and representatives from each referral agency that reviews development projects in conjunction with the City.
2. Based on the nature of the application, DRC meetings can be limited to those staff and agencies affected by the development, or can be expanded to include additional agencies or staff with review responsibilities.

B. **Meetings.** DRC meetings shall be convened by the Administrative Official, as necessary.

C. **Responsibilities.** The DRC shall have the role to review and provide technical recommendations concerning any application specified in this Chapter of the City's Code of Ordinances.

### **Section 74-44 -** Zoning and Planning Commission (ZPC)

A. **Establishment.** The Zoning and Planning Commission (ZPC) is established by Home Rule Charter, Section 5.03, *Zoning and Planning Commission*.

B. **Powers.** Unless otherwise designated, the ZPC shall have the responsibility for the approval of all plans, ~~p~~Plats, and permits as designated by this Chapter in accordance with Texas Local Government Code (TLGC) Chapter 212*, Municipal Regulation of Subdivisions and Property Development*. (*See* Home Rule Charter, Section 5.04, *Zoning and Planning Commission: Powers and Duties*).

## **Article V.** Standardized Development Procedures

### **Section 74-51** - Pre-Application Conference

A. **Applicant Responsibilities.** An ~~a~~Applicant shall:

1. Consult early, informally, and in-person with the Administrative Official; and
2. Avail himself to the advice and assistance of the Administrative Official.

B. **Administrative Official Responsibilities.** The Administrative Official shall:

1. Informally confer with the ~~a~~Applicant; and
2. Advise and assist the ~~a~~Applicant in the procedure for approval of ~~p~~Plats and on regulations and policies of the City regarding development within the corporate limits.

### **Section 74-52 -** Application Filing Process

A. **Generally.** Every process established by this Chapter of the Code of Ordinances shall be submitted on a form approved by the City with the appropriate application fee in accordance with Appendix E, *Fees and Charges Schedule,* of the City's Code of Ordinances.

B. **Payment of Fees.**

1. All fees for all ~~p~~Plats (regardless of whether it is an original submittal or resubmittal) shall be paid at the time of application submittal.
2. No ~~p~~Plat, permit, or application shall be approved unless and until such costs, charges, fees, or expenses are paid in full.

C. **Forms.** The City may revise any applicable form to comply with any new or revised requirements of this Chapter.

D. **Title Report.** A current title report (within the past 60 days as of the application date) is required to be filed with the City as part of the application process for any and all ~~p~~Plats. (See Article VI, *Plats*.)

E. **Time and Location of Hearing.**

1. *30 Day Requirement.* For all matters properly brought before the City Council or the ZPC, the date of the meeting shall be no later than 30 days following the submission of a complete application per Section 74-53, *Application Completeness Review*.
2. *Specific Time and Location.* Provided that the 30-day time requirement as discussed in subsection E(1) is met, the City shall be responsible for selecting a reasonable time and place for the hearing to be held.

F. **Denial and Resubmittal of Plat.** An ~~a~~Applicant may not submit an additional application for ~~s~~Subdivision of the same ~~l~~Lot or ~~t~~Tract within 12 months of the date of denial unless the ~~a~~Applicant can show to the ZPC's satisfaction that there is a material change in circumstances related to the application.

## **Section 74-53 -** Application Completeness Review

A. **Generally.** Upon receipt of an application pursuant to this Chapter, the Administrative Official shall provide the ~~a~~Applicant with a dated receipt. Within ten working days of receipt of an application, the Administrative Official shall review the application and determine if:

1. The application includes all required materials and information; and
2. Those parts of the application which are required to be prepared by licensed professionals are, in fact, prepared by such professionals.

B. **Determination of Completeness.**

1. If the application is complete, the Administrative Official shall notify the ~~a~~Applicant in writing of this determination and require the ~~a~~Applicant to provide a sufficient number of copies of the application.
2. No application is complete until all up-front fees for review are paid.

3. The time period for processing an application after completeness review does not start unless the fees are paid.
4. Once an application has been accepted by the Administrative Official, the filing fee is non-refundable.

C. **Determination of Incompleteness.** If the application is incomplete, the Administrative Official shall notify the ~~a~~Applicant in writing, specifying the additional materials or information required to complete the application. The ~~a~~Applicant shall provide these materials within ten working days of the request or the application will be withdrawn. An application that is withdrawn may be re-filed at a future date however a new filing fee will be required.

## Section 74-54 - Inactive and Expired Applications

A. **Generally.** Applications must be diligently pursued by the ~~a~~Applicant. This Section includes procedures to void applications that become stale due to ~~a~~Applicant inaction.

B. **Expiration of Applications.**

1. *Inactive.* An application becomes ~~an~~ "inactive~~ application~~" for failure to comply with this Chapter, preventing it from being docketed for action or approved.
2. *Stale.*
   a. *Generally.* Inactive ~~a~~Applications become "stale" after 90 days of the filing of the application if the ~~a~~Applicant fails to address staff or referral agency review comments.
   b. *Exception.* When the ~~a~~Applicant is actively pursuing action to address comments in coordination with staff, in which case the application shall become stale after 180 days of the date when the action was originally requested.
3. *Void.* Stale applications are automatically voided six months after the original date when the action was requested if the ~~a~~Applicant fails to take action or requests an extension of time for cause.
4. *No Refund of Fees.* If a ~~p~~Plat becomes stale and is voided, application fees will not be refunded and a new application and fees are required to file a subsequent ~~p~~Plat.

C. **Extension of Time.** Prior to a ~~s~~Stale ~~a~~Application being voided, an application may be extended for up to six months upon written request of the ~~a~~Applicant for cause only.

D. **Change in Ordinance Provisions.** If the City amends this Chapter or adopts other regulations during the period of time when an application is inactive and/or stale, the application shall not be subject to compliance to the new regulations unless the application becomes void.

## **Section 74-55 -** City Acceptance of Improvements

For the City to accept the dedication of any public infrastructure improvement the following procedural steps are required:

A. **Applicant Report.** See Section 74-30.C, *Applicant Report upon Completion of Improvements*.

B. **City Staff Review.**

1. The City's Director of Public Works shall approve all water and sewer facilities.
2. The City's Building Official shall complete a satisfactory final inspection confirming that all work, cleanup, and requirements of the ZPC have been completed.

C. **City Council Acceptance.** Upon satisfactory completion of the ~~a~~Applicant report and City Staff report, the City Council shall formally accept the public improvements and release any excess funds held in the performance bond that the ~~a~~Applicant was required to post in accordance with Section 74-30.B, *Performance Bond*.

## **Section 74-56 -** Required Notice

A. **Generally.** Notice of any ZPC hearing on a ~~s~~Subdivision application, whether by publication or by mail, shall be given as required by TLGC Chapter 212*, Municipal Regulation of Subdivisions and Property Development*.

B. **Content of Notice.** Notice shall include:

1. The date, time, and place of the hearing;
2. Staff contact and phone number;
3. A full legal description of the property ; and
4. A statement that the public is invited to review and comment on the application.

C. **Constructive Notice.**

1. *Minor Defects.* Minor defects in any notice shall not impair the notice or invalidate proceedings pursuant to the notice if there was a bona fide attempt to comply with applicable notice requirements. Minor defects in notice shall be limited to errors in a location map, typographic or grammatical errors, or errors of actual acreage that do not impede communication of the notice to affected parties.
2. *Failure to Receive Notice.* Failure of a party to receive written notice, when notice has been actually mailed, shall not invalidate subsequent action.
3. *Questions Concerning Adequacy of Notice.* If questions arise regarding the adequacy of notice, the City Council or the ZPC may direct City Staff to make a formal finding as to whether there was substantial compliance with the notice requirements of this Chapter and the TLGC.

D. **Types of Required Notice.**

1. *By Mail.* Notice by mail, when required, shall be provided to each property owner, as required by law, and as indicated by the most recently approved municipal tax roll of real property.
2. *By Publication.* Notice by publication, when required, shall be provided in accordance with the requirements of the TLGC.

E. **Computation of Time Requirement.** In computing the time periods for notice, the day of mailing, publication, or posting shall not be counted, but the day of the public hearing shall be counted.

F. **Required Notice Table.** Table 74-56, *Required Notice*, sets out the specific notice requirements for each type of application when notice is required.

| Table 74-56<br>Required Notice | | |
|---|---|---|
| **Type of Application** | **By Mail** | **By Publication** |
| **Plats** | | |
| Preliminary Plats | Not Required | Required[2] |
| Final Plats | Not Required | Required[2] |
| Consolidated Preliminary and Final Plats | Not Required | Required[2] |
| Minor Plat Amendments | Not Required | Not Required |
| Replats | Required[1] | Required[2] |
| Notes:<br>1. Required per Texas Local Government Code (TLGC) Section 212.015, *Additional Requirements for Certain Replats*.<br>2. Required per Texas Government Code (TGC), Chapter 551, *Open Meetings.* | | |

## Article VI. Plats

### Section 74-61 - Table of Platting Requirements

| Table 74-61<br>Platting Requirements | | | | | |
|---|---|---|---|---|---|
| **Plat Type** | **Required For** | **Timing** | **Exceptions** | **Issued By** | **Cross-reference** |
| Preliminary Plats | Subdivision of real property | Required prior to ~~f~~Final ~~p~~Plat | *See* TLGC Chapter 212, *Municipal Regulation of Subdivisions and Property Development* and *Sec. 74-64, Consolidated Preliminary and Final Plats* | Zoning and Planning Commission | Sec. 74-62, *Preliminary Plats* |

| Table 74-61<br>Platting Requirements | | | | | |
|---|---|---|---|---|---|
| **Plat Type** | **Required For** | **Timing** | **Exceptions** | **Issued By** | **Cross-reference** |
| Final Plats | Subdivision of real property | Required after ~~p~~Preliminary ~~p~~Plat and prior or concurrent with site development plan | *See* TLGC Chapter 212, *Municipal Regulation of Subdivisions and Property Development* | Zoning and Planning Commission | Sec. 74-63, *Final Plats* |
| Consolidated Preliminary and Final Plats | Subdivision of real property (only applicable for projects meeting the requirements of Sec. 74-64) | Prior or concurrent with site development plan | N/A | Zoning and Planning Commission | Sec. 74-64, *Consolidated Preliminary and Final Plats* |
| Minor Plat Amendments | Amendments to ~~p~~Plats which fall under TLGC Sec. 212.016, *Amending Plat*. | Whenever requirements can be identified as being met | None | Administrative Official | Sec. 74-65, *Minor Plat Amendments* |
| Replats (Major Modifications) | Subdivision of real property | After ~~p~~Plat approval when edits to a ~~p~~Plat are necessary | *See* TLGC Chapter 212, *Municipal Regulation of Subdivisions and Property Development* | Zoning and Planning Commission | Sec. 74-66, *Replats (Major Modifications)* |

## **Section 74-62 -** Preliminary Plats

A. **Required Plat Specifications.** The ~~p~~Preliminary ~~p~~Plat shall show the following:

1. The names, addresses, and telephone numbers of the record owner of the ~~l~~Lot~~,~~ or ~~t~~Tract ~~or parcel~~ proposed to be subdivided, and the owner's agent, if any.
2. A description, by metes and bounds, of the proposed ~~s~~Subdivision and of the ~~l~~Lot~~,~~ or ~~t~~Tract ~~or parcel~~ from which the ~~s~~Subdivision is proposed.
3. Subdivision boundary lines (indicated by heavy lines) and other ~~l~~Lot ~~l~~Lines in the immediate vicinity.
4. The computed area of the ~~s~~Subdivision, each ~~l~~Lot in the ~~s~~Subdivision, and a number or letter to identify each ~~l~~Lot or ~~t~~Tract.

5. A north arrow.
6. The date of ~~p~~Plat preparation.
7. The scale of the ~~p~~Plat which shall be one-inch equals 20 feet minimum.
8. The front building setback lines on all ~~l~~Lots and ~~t~~Tracts.
9. The side yard building setback lines on corner ~~l~~Lots, if applicable.
10. The ~~s~~Street to which the ~~l~~Lot or ~~t~~Tract is dedicated and the proposed ~~s~~Street address (if available).
11. The proposed ~~e~~Easements for drainage, public utility ~~e~~Easements and ~~s~~Streets, both public and private.
12. The standards as set out in Section 74-28, *Survey and Monument Specifications*.
13. A location inset, preferably in the upper right corner of the ~~p~~Plat, to show the ~~s~~Subdivision in relation to well-known ~~s~~Streets, streams, and natural channels in all directions for a distance of at least one-fourth mile.
14. All proposed rights-of-way must be separately identified as distinct from other ~~l~~Lots on the ~~p~~Plat.

B. **Required Submittals.** Applicants shall submit the following prior to the City determining whether all elements of the application are complete via Section 74-53, *Application Completeness Review*:

1. Full Filing Fee as provided on the City's Schedule of Fees. (See Appendix E, *Fees and Charges Schedule*)
2. An electronic copy in PDF format which can be easily printed at a scale of 24 x 36 inches and stamped "Preliminary Plat" that meets or exceeds the requirements of this ~~section~~ Chapter.
3. Letter of transmittal, stating briefly the type of ~~s~~Street surfacing, drainage, sanitary facilities, and water supply proposed.
4. The name and address of the owner and/or the owner's agent.
5. A statement of the extent of the ~~a~~Applicant's ownership.
6. A boundary description of the land.
7. A notarized certificate on the face of the ~~p~~Plat, executed by the ~~a~~Applicant, which certifies that all of the following is fully shown and accurately identified:
   a. All existing encumbrances, such as all ~~e~~Easements for utilities and drainage;
   b. Significant topographical features; and
   c. All of the contiguous land which the ~~a~~Applicant owns or has a legal interest in.
8. Plans and engineering calculations which shall all contain the seal and signature of a registered professional engineer.

9. Any additional supplemental materials as applicable in other sections of this Chapter.

C. **Action by Zoning and Planning Commission (ZPC).** The ZPC shall within 30 days after the ~~p~~Preliminary ~~p~~Plat has been properly filed and the requirements of Section 74-53, *Application Completeness Review*, have been satisfied:

1. Conclude either:

   a. Approval;

   b. Approval with conditions; or

   c. Disapproval; and

2. Record the action taken on two copies of the ~~p~~Preliminary ~~p~~Plat.

D. **Conditional Approval.**

1. Conditional approval shall be considered to be the status of a ~~p~~Plat or ~~r~~Replat until such conditions are complied with.

2. All conditions imposed as part of a conditional approval, shall be furnished to the ~~a~~Applicant in writing.

E. **Effect of Approval.**

1. Approval of the ~~p~~Preliminary ~~p~~Plat shall be deemed an expression of general approval of the layout of ~~s~~Streets, water, sewer and other required improvements and utilities and shall not constitute acceptance of the ~~f~~Final ~~p~~Plat.

~~2. Should an applicant decide to not move forward with a final plat application, there is no requirement that an approved preliminary plat be formally vacated.~~

F. **Effect of Disapproval.** Should the ZPC disapprove a ~~p~~Plat, the ZPC shall within ten business days notify the ~~a~~Applicant in writing of the actions taken and the reasons for why said action was taken.

G. **Effect of No Decision.** If no decision is rendered by the ZPC within 30 days after the ~~p~~Preliminary ~~p~~Plat has been filed and the requirements of Section 74-53, *Application Completeness Review* have been satisfied, the ~~p~~Preliminary ~~p~~Plat, as submitted, shall be deemed to be approved.

H. **Expiration.** Preliminary ~~p~~Plat approval will expire six months after the approval by the ZPC. For this reason, there is no requirement that a ~~p~~Preliminary ~~p~~Plat that has been approved be vacated, should an ~~a~~Applicant decide against moving the project forward.

I. **Extension.** The ~~a~~Applicant may apply in writing for an extension prior to the end of such six month period. This period may be extended six months, but not beyond a total of one year.

J. **Required Notice.** See Section 74-56, *Required Notice*.

## Section 74-63 - Final Plats

A. **Conformance to Preliminary Plat.** The ~~f~~Final ~~p~~Plat and accompanying data shall conform to the form and content of the ~~p~~Preliminary ~~p~~Plat and other required data as conditionally approved by the ZPC incorporating any and all changes, modifications, alterations, corrections and conditions as set out in the letters of preliminary approval from the ZPC.

B. **City Not Liable to Furnish Improvements.** The acceptance of a ~~f~~Final ~~p~~Plat by the ~~c~~City does not in any manner obligate the City to finance or furnish any storm sewers, drainage structures, ~~s~~Street, water, sewer improvements or any other items or improvements whatsoever.

C. **Easements.** The ~~f~~Final ~~p~~Plat must clearly document all ~~e~~Easements that are required by Section 74-27, *Easements* and any of provisions of this Municipal Code.

D. **Right-of-Way Dedication.** Rights-of-Way intended for public facilities shall be properly dedicated to public use and title transferred to the appropriate public agency. The ~~f~~Final ~~p~~Plat must provide clear evidence of the intent to complete this transfer.

E. **Required Notice.** See Section 74-56, *Required Notice*.

## Section 74-64 - Consolidated Preliminary and Final Plats

A. **Applicability.** The ~~a~~Applicant may, at his option, elect to combine the ~~p~~Preliminary ~~p~~Plat and ~~f~~Final ~~p~~Plat process, whenever the following conditions are satisfied:

1. The ~~t~~Tract of land is to be re-subdivided into no more than three ~~l~~Lots; and
2. The dedication of ~~s~~Streets, utilities, and infrastructure is not required.

B. **Required Notice.** See Section 74-56, *Required Notice*.

## Section 74-65 - Minor Plat Amendments

A. **Applicant Responsibilities.** An ~~a~~Applicant requesting a ~~m~~Minor ~~p~~Plat ~~a~~Amendment shall submit to the Administrative Official:

1. An electronic copy in PDF format which can be easily printed at a scale of 24 x 36 inches and stamped "Preliminary Plat" that meets or exceeds the requirements of this ~~section~~ Chapter; and
2. A statement:
   a. Detailing the specific ~~m~~Minor ~~p~~Plat ~~a~~Amendment requested; and
   b. Identifying the specific subsection of TLGC Section 212.016, *Amending Plat*, that permits the ~~p~~Plat to be amended without requiring a ~~r~~Replat.

B. **Administrative Official Responsibilities.** The Administrative Official may:

1. Administratively approve ~~m~~Minor ~~p~~Plat ~~a~~Amendments when the requirements of TLGC Section 212.016, *Amending Plat,* are met; or

2. Elect to present the ~~p~~Plat to the ~~Planning and Zoning Commission~~ ZPC for approval, conditional approval, or denial.

### Section 74-66 - Replats (Major Modifications)

A. **Applicability.** All ~~r~~Replats, excluding those that qualify for a ~~m~~Minor ~~p~~Plat ~~a~~Amendment per Section 74-65, *Minor Plat Amendments*, are required to be revised in accordance with this ~~section~~ Chapter.

B. **Legally Protested Supermajority.**

1. *Vote Requirement.* If a proposed ~~r~~Replat is protested [as described in subsection (2) below] the ~~r~~Replat must receive, in order to be approved, the affirmative vote of at least three-fourths of all members of the ZPC.

2. *Legal Protest Standard.* For the legal protest approval standard to be applicable, a written petition signed by the owners of at least 20 percent of the area of the ~~l~~Lots or land immediately adjoining the area covered by the proposed ~~r~~Replat and extending 200 feet from that area, must be filed with the Administrative Official more than 24 hours prior to the opening of the public hearing.

C. **Procedural Process.** Replats may be submitted through the Final Plat process. See Section 74-63, *Final Plats*.

D. **Required Notice.** See Section 74-56, *Required Notice*.

### Section 74-67 - Final Plat Vacation

See TLGC Section 212.013, *Vacating Plat*.

## Article VII. Permits and Applications

### Section 74-71 - Building Permit

A. **Final Plat Required.** No building, repair, plumbing or electrical permit shall be issued by the City for any building or structure on a ~~l~~Lot or ~~t~~Tract unless a ~~f~~Final ~~p~~Plat has been approved pursuant to the provisions of this Chapter and filed for record with the City and the County Clerk.

B. **Completion of Construction Improvements Required.** The Building Official may not authorize the issuance of permits for buildings in the ~~s~~Subdivision until all improvements are completed in accordance with the requirements of Section 74-30, *Construction Improvements*.

C. **Completion of Site Development Plan and Drainage Plan.** The Building Official may not authorize the issuance of permits for buildings until all required site development plans (See Section 18-54, *Surveys; Site Plans*) and drainage plans (See Section 18-56, *Site Drainage; Drainage Plans*) have been fully submitted and approved by the Building Official.

D. **Building Official Responsibilities.** The Building Official shall be responsible for the issuance of all building permits. See Chapter 18, *Buildings and Development*.

## **Section 74-72 -** Floodplain Development Permit

See Chapter 18, Article IX, *Flood Damage Prevention*.

## **Section 74-73 -** Site Development Plan

See Section 18-54, *Surveys; Site Plans*

## **Section 74-74 -** Site Drainage Plan

See Section 18-56, *Site Drainage; Drainage Plans*

## **Section 74-75 -** Text Amendment

A. **Initiation of Amendment Request.** Requests for amendments to the text of this Chapter may be initiated by the request of the ZPC, City Council, the Administrative Official, or the public at-large to amend, add, or repeal any portion of this Chapter that is not required by either Texas or Federal Law.

B. **Amendment Request Process.** All text amendments to this Chapter shall first be reviewed by City Staff and then subsequently reviewed by ZPC with a recommendation provided to the City Council as to whether the text amendment should be adopted.

C. **Criteria for Approval.** The following shall be considered by the ZPC and the City Council in determining whether to adopt or recommend for adoption. The proposed amendment shall:

1. Promote the health, safety, and general welfare of the City;
2. Promote the safe, orderly, efficient, and healthful development of the City;
3. Be consistent with other regulations within the City's Code of Ordinances; and
4. Be consistent with the policies of the most recent Comprehensive Plan for the City.

D. **Clerical Error Amendments.** The City Council may, by resolution and without requiring the provisions of subsections (~~B~~A), (~~C~~B), and (~~D~~C):

1. Correct spelling or punctuation errors;
2. Cross-reference changes or errors; or
3. Correct other matters determined by the City Attorney to be of a clerical nature and not requiring the notice requirements of Section 74-56, *Required Notice*.

E. **Required Notice.** See Section 1-5, *Amendments or additions to Code,* of the City's Code of Ordinances and Texas Government Code (TGC) Chapter 551, *Open Meetings*.

## **Section 74-76 -** Variances

A. **Unnecessary Hardship Standard.** The ZPC may authorize a variance when an ~~a~~Applicant can show that a provision of these regulations:

1. Would cause unnecessary hardship if strictly adhered to; and
2. Is because of a physical condition peculiar to the land.

B. **Procedural Requirements.**

1. Any variance authorized is required to be entered in~~to~~ writing into the minutes of ZPC meeting specifically stating the reason(s) for which the variance was approved.
2. Not less than two-thirds of the entire membership of the ZPC (not just those present at the meeting) must approve the request.

C. **Required Notice.** See TGC, Chapter 551, *Open Meetings.*

## **Section 74-77 -** Appeals

A. **Purpose.** The purpose of the appeals process is to provide an opportunity for affected parties to seek review of a decision by either an Administrative Official or a public body in a timely and inexpensive manner.

B. **City Staff Decisions.** All decisions of the Administrative Official, Director of Public Works, Building Official, or any other properly designated City Staff representative pertaining to this Chapter, may be appealed to the ZPC.

C. **Deadline to Appeal.** All appeals must be fully completed and submitted to the City 30 days after an official decision.

D. **Content.** The request for appeal shall clearly state each alleged error or ground for protest which the appellant intends to assert. It cannot be amended, supplemented, or modified after notice of the meeting is posted.

E. **Scope of Review.** The ZPC shall review the application in the same manner, using the same approval criteria as the decision-maker. However the following shall apply:

1. No new evidence shall be presented to the ZPC that was not considered by the decision-maker; and
2. No issues shall be reviewed by the ZPC that were not described by the request for appeal.

F. **Parties to Appeal.**

1. Only parties shall have standing to bring an appeal. No appeal by a ~~p~~Person who is not a party shall be heard.
2. A ~~p~~Person is a party if it demonstrates:
   a. That final action of the City caused it injury;

b. The injury is different in kind or degree from injury to members of the general public; and

c. The injury can be remedied if the appeal is granted.

3. Any ~~p~~Person that owns property within 300 feet of any ~~parcel~~ Lot ~~l~~Line that is the subject of the appeal shall not be required to demonstrate injury.

G. **Required Notice.** See TGC, Chapter 551, *Open Meetings.*

## **Article VIII.** Enforcement and Remedies

### **Section 74-81 -** Violations

A. **Timeframe for Noncompliance to be addressed.**

1. Upon delivery of a proper noncompliance letter the ~~p~~Person receiving the letter shall have 10 business days to achieve compliance.

2. Failure to comply with a noncompliance letter within the 10 business day requirement shall constitute an offense.

B. **Other Lawful Actions Permitted.** Nothing herein contained shall prevent the City or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

C. **Complaints.** Whenever a violation of this ordinance occurs, or is allowed to have occurred, any ~~p~~Person may file a written complaint. Such complaint shall state fully the causes and basis thereof. Said complaint shall be filed with the Administrative Official. The Administrative Official shall then immediately investigate and take any action that is appropriate per the regulations of this Chapter.

### **Section 74-82 -** Penalties

See Section 1-7, *General Penalties for Violations; Alternative Enforcement*.

### **Section 74-83 -** Non-Judicial Remedies

The City may on its own accord enforce any violation of this Chapter by using the following means and methods:

A. **Withholding Permits.** The City may deny or withhold permits, approvals, or other forms of authorization for failure to comply with the requirements of this Chapter or those requirements of a referral agency.

B. **Temporary Revocation of Permits.** The City may temporarily revoke permits to address an imminent danger to public health, public safety, public or private property or to prevent irreparable harm.

C. **Suspension of Permits.** The City may suspend any permits to allow for the correction of a violation or in response to a judgment of a court of competent jurisdiction.

D. **Revocation of Permits and Approvals.**

1. *Generally.* Any permit or other approval required by this Chapter may be revoked when it is determined that:
   a. There is a violation of any provision of this Chapter;
   b. The permit or approval was issued in error or based on false representation;
   c. Upon the request of a referral agency with jurisdiction and due cause; or
   d. There is a departure from approved plans or ~~p~~Plats as required under the permit, this Chapter, or the construction requirements.
2. *Notice.* Written notice of revocation shall state a time frame to correct the violation.
3. *Effect of Notice.* No work or construction may proceed after service of the revocation notice except work that is either:
   a. Necessary to correct a violation; or
   b. Involves public safety and has the potential to create irreparable harm.
4. *Failure to Correct.* After the period to correct the violation lapses, and said violation has not been corrected or abated, the City may take action to correct such violation and may place a lien upon the property or improvements to the property in an amount to cover all costs related to correction or abatement of the violation.

E. **Stopping Work.**

1. *Administrative Official Authority.* The Administrative Official shall have the authority, with or without revoking permits, to stop any or all construction activity necessary to halt, correct, or prevent a violation of this Chapter by issuing a written stop work order.
2. *Issuance of Order*. Upon issuance of a stop work order, the permittee and/or operator shall immediately stop all activity until authorized, in writing, by the City to proceed.

F. **Cease and Desist Orders.** The City may issue a cease and desist order to close unlawful land uses or to halt a violation of this Chapter.

## **Section 74-84 -** Judicial Remedies

The City may seek the following judicial remedies or any other judicial remedy as permitted by law to enforce this Chapter in any court of competent jurisdiction:

A. **Injunctive Relief.** The City may seek an injunction to stop any violation granted under this Chapter. In any court proceedings in which the City seeks a preliminary injunction, it shall be presumed that a violation of this Chapter is, or may be, an injury to the public health, safety or general welfare or that public health, safety or general welfare may be irreparably injured.

B. **Abatement.** The City may seek a court order in the nature of mandamus, abatement, or other action to abate or remove a violation, or to otherwise restore the premises in question to the condition in which they existed prior to a violation.

# AGENDA MEMO

Business of the City Council
City of West University Place, Texas

| | | | |
|---|---|---|---|
| **Meeting Date** | 02.10.20 | **Agenda Item** | 8 |
| **Approved by City Manager** | Yes | **Presenter(s)** | G. Barrera, Director |
| **Reviewed by City Attorney** | Yes | **Department** | Public Works |
| **Subject** | Bee Ordinance | | |
| **Attachments** | 1. Ordinance Amending Chapter 14 to Include Article IV – Bees<br>2. Appendix A to Ordinance – Redlined | | |
| **Financial Information** | Expenditure Required: | | N/A |
| | Amount Budgeted: | | N/A |
| | Account Number: | | 000-0000-00000 |
| | Additional Appropriation Required: | | N/A |
| | Additional Account Number: | | N/A |

## Executive Summary

The issue of beehives has been a topic of discussion over many City Council workshops and meetings. Based upon feedback from the latest City Council workshop on January 27, 2020, staff is proposing Article IV as an amendment to Chapter 14 of the Code or Ordinances.

Article IV does not prohibit beekeeping in West U, but establishes requirements that follow industry standards and will maintain safe and prudent beekeeping practices by urban beekeepers in the City. Article IV consists of the following sections:

- Section 14-100 – Definitions
- Section 14-101 – Apiary Maintenance
- Section 14-102 – Hive Location
- Section 14-103 – Construction of Flyway Barrier
- Section 14-104 – Hive Density
- Section 14-105 – Regulation with the City
- Section 14-106 – Inspection or Enforcement by Code Enforcement Officer
- Section 14-107 – Destruction of Wild or Abandoned Bees
- Section 14-108 – Enforcement Procedure

## Recommended Action

Staff recommends that City Council approve the amendment to Chapter 14 of the Code of Ordinances with the inclusion of Article IV on first of two readings of this ordinance.

City of West University Place
Harris County, Texas

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; AMENDING CHAPTER 14, ANIMALS OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, BY ADOPTING A NEW ARTICLE IV, BEES, FOR THE PURPOSE OF REGULATING THE KEEPING OF BEES AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, THAT:**

**Section 1**. Chapter 14, Animals, of the Code of Ordinances of the City of West University Place, Texas is amended by the adoption of a new Article IV, Bees, for the purpose of regulating the keeping of the bees, to read as set out in Appendix A, attached hereto. All other portions of Chapter 14 of the Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 2**. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 3**. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

**Section 4**. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

**Section 5**. This Ordinance takes effect immediately upon its passage and adoption on second reading.

**PASSED, APPROVED AND ADOPTED ON FIRST READING** on the ____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED ON SECOND READING, AND SIGNED, on the _____ day of _____, 2020.

**Attest:** _____ **Signed:** _____

City Secretary (Seal) Mayor

Recommended: _____

City Manager

Approved as to legal form: _____

City Attorney

**Appendix A**
**(Language to be added shown by underline, language to be deleted shown by strike-out).**
(Amended Article IV, Code of Ordinances)

ARTICLE IV, Bees.

Section 14-100. DEFINITIONS.

Unless the context requires a different meaning, the following terms, when used in this Article, have the meaning indicated below:

(a) APIARY means a place where bees are kept.

(b) BEE means any stage of the common domestic honey bee, Apis mellifera species.

(c) HIVE means a single Langstroth type box or similar structure intended to house bees.

(d) PARCEL OF LAND means a contiguous piece of land under common ownership.

Section 14-101. APIARY MAINTENANCE.

(a) A person shall keep bees in a Langstroth-type box or similar structure with removable frames that is maintained in sound and usable condition.

(b) A person shall provide a source of water to the bees to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.

(c) A person shall store or dispose of bee comb or other material removed from a hive in a sealed container, building, or other bee-proof enclosure.

Section 14-102. HIVE LOCATION.

A person may not locate a hive within 10 feet of the property line of a parcel of land, as measured from the nearest point of the hive to the property line, nor may a hive be located within a person's front yard.

Section 14-103. CONSTRUCTION OF FLYWAY BARRIER.

(a) A person who keeps a hive within 25 feet of the property line of a parcel of land, as measured from the nearest point of a hive to the property line, shall

establish and maintain a flyway barrier parallel to the property line.

(b) A flyway barrier created under this section must:

(1) consist of either a solid wall, fence, dense vegetation, or combination of these materials at least 6 feet high; and

(2) extend at least 10 feet beyond the hive on each end.

Section 14-104. HIVE DENSITY.

A person may not keep more than two hives on a parcel of land.

Section 14-105. REGISTRATION WITH THE CITY; CONSENT OF NEIGHBOR.

Any person who keeps a hive within the City must register with the City providing the hive location and the owner's name and contact information. Compliance with the 10 foot distance requirement of Section 14-02 is not required where such person obtains the written consent of the current neighbor contiguous to the property line in question and such written consent is on file with the City. For purposes of this Section, if such neighbor moves, current means that a new written consent must be obtained from the new occupant of the contiguous property and filed with the City.

Section 14-106. INSPECTION OR ENFORCEMENT BY CODE ENFORCEMENT OFFICER.

(a) The Code Enforcement Officer may inspect an apiary between the hours of 8:00 a.m. and 5:00 p.m. If the owner of the apiary resides on the parcel of land or the owner's name is marked on the hive, the Code Enforcement Officer shall attempt to give the owner notice of inspection.

(b) The Code Enforcement Officer may investigate a complaint of a violation of this Article.

(c) For enforcement actions under this Article, the Code Enforcement Officer may presume that the person who owns or has a present right of possession or control of a parcel of land on which a hive is located is the owner of the hive. A person may rebut the presumption of ownership by presenting the Code Enforcement Officer with a written agreement identifying the name, address, and telephone number of the owner of the hive.

Section 14-107. DESTRUCTION OF WILD OR ABANDONED BEES.

(a) The Code Enforcement Officer will order relocation of bees described in Subsection (b)(1)—(3) if the relocation of the bees can be done without threatening human or animal health or interfering with the normal use and

enjoyment of public or private property.

(b) If relocation of bees under Subsection (a) is not possible then, without notice and a hearing, the Code Enforcement Officer may order destruction of: (1) bees not residing in a hive; (2) a swarm of bees; or (3) bees residing in an abandoned standard or man-made hive.

Section 14-108. ENFORCEMENT PROCEDURE.

(a) If the Code Enforcement Officer finds that a person has committed a violation of this Article, the Code Enforcement Officer may: (1) issue an enforcement order including corrective action; (2) order that the person's bees be relocated, destroyed or removed not later than the 20th day after the date of the decision; and (3) prohibit the person from locating a hive on the same parcel of land for a period of two years following the date of the decision.

(b) The Code Enforcement Officer may issue a warning if the Code Enforcement Officer determines that a person did not intentionally commit a violation and that the person has implemented corrective action sufficient to cure the alleged violation.

(c) Failure to comply with an enforcement order issued under this Article is a violation of this Code and shall carry a penalty of up to $500 per day that such violation continues.

**Appendix A**
**(Language to be added shown by underline, language to be deleted shown by strike-out).**
(Amended Article IV, Code of Ordinances)

ARTICLE IV, Bees.

Section 14-100. DEFINITIONS.

Unless the context requires a different meaning, the following terms, when used in this Article, have the meaning indicated below:

(a) APIARY means a place where ~~a~~ bees are kept.

(b) BEE means any stage of the common domestic honey bee, Apis mellifera species.

(c) HIVE means a single Langstroth type box or similar structure intended to house bees.

(d) ~~TRACT~~PARCEL OF LAND means a contiguous ~~parcel~~piece of land under common ownership.

Section 14-101. APIARY MAINTENANCE.

(a) A person shall keep bees in a Langstroth-type box or similar structure with removable frames that is maintained in sound and usable condition.

(b) A person shall provide a source of water to the bees to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.

(c) A person shall store or dispose of bee comb or other material removed from a hive in a sealed container, building, or other bee-proof enclosure.

Section 14-102. HIVE LOCATION.

A person may not locate a hive within 10 feet of the property line of a ~~tract~~parcel of land, as measured from the nearest point of the hive to the property line, nor may a hive be located within a person's front yard ~~or side yard set back~~.

Section 14-103. CONSTRUCTION OF FLYWAY BARRIER.

(a) ~~(a)~~ A person who keeps a hive within 25 feet of the property line of a ~~tract~~parcel of land, as measured from the nearest point of a hive to the property line, shall establish and maintain a flyway barrier parallel to the property line.

(b) A flyway barrier created under this section must:

(1) consist of either a solid wall, fence, dense vegetation, or combination of these materials at least ~~eight~~6 feet high; and

(2) extend at least 10 feet beyond the hive on each end.

Section 14-104. HIVE DENSITY.

A person may not keep more than two hives on a ~~tract~~parcel of land.

Section 14-105. REGISTRATION WITH THE CITY; CONSENT OF NEIGHBOR.

Any person who keeps a hive within the City must register with the City providing the hive location and the ~~owners name and contact information~~owner's name and contact information. Compliance with the 10 foot distance requirement of Section 14-02 is not required where such person obtains the written consent of the current neighbor contiguous to the property line in question and such written consent is on file with the City. For purposes of this Section, if such neighbor moves, current means that a new written consent must be obtained from the new occupant of the contiguous property and filed with the City.

Section 14-106. INSPECTION OR ENFORCEMENT BY CODE ENFORCEMENT OFFICER.

(a) The Code Enforcement Officer may inspect an apiary between the hours of 8:00 a.m. and 5:00 p.m. If the owner of the apiary resides on the ~~tract~~parcel of land or the owner's name is marked on the hive, the Code Enforcement Officer shall attempt to give the owner notice of inspection.

(b) The Code Enforcement Officer may investigate a complaint of a violation of this Article.

(c) For enforcement actions under this Article, the Code Enforcement Officer may presume that the person who owns or has a present right of possession or control of a ~~tract~~parcel of land on which a hive is located is the owner of the hive. A person may rebut the presumption of ownership by presenting the Code Enforcement Officer with a written agreement identifying the name, address, and telephone number of the owner of the hive.

Section 14-107. DESTRUCTION OF WILD OR ABANDONED BEES.

(a) The Code Enforcement Officer will order relocation of bees described in Subsection (b)(1)—(3) if the relocation of the bees can be done without

threatening human or animal health or interfering with the normal use and enjoyment of public or private property.

(b) If relocation of bees under Subsection (a) is not possible then, without notice and a hearing, the Code Enforcement Officer may order destruction of: (1) bees not residing in a hive; (2) a swarm of bees; or (3) bees residing in an abandoned standard or man-made hive.

Section 14-108. –ENFORCEMENT PROCEDURE.

(a) If the Code Enforcement Officer finds that a person has committed a violation of this Article, the Code Enforcement Officer may: (1) issue an enforcement order including corrective action; (2) order that the person's bees be relocated, destroyed or removed not later than the 20th day after the date of the decision; and (3) prohibit the person from locating a hive on the same ~~tract~~parcel of land for a period of two years following the date of the decision.

(b) The Code Enforcement Officer may issue a warning if the Code Enforcement Officer determines that a person did not intentionally commit a violation and that the person has implemented corrective action sufficient to cure the alleged violation.

(c) Failure to comply with an enforcement order issued under this Article is a violation of this Code and shall carry a penalty of up to $500 per day that such violation continues.

# AGENDA MEMO

Business of the City Council
City of West University Place, Texas

| | | | |
|---|---|---|---|
| **Meeting Date** | 02.10.20 | **Agenda Item** | 9 |
| **Approved by City Manager** | Yes | **Presenter(s)** | G. Barrera, Director |
| **Reviewed by City Attorney** | Yes | **Department** | Public Works |
| **Subject** | Water System Disinfection Upgrade | | |
| **Attachments** | General Services Contract | | |
| **Financial Information** | Expenditure Required: | | $202,000 |
| | Amount Budgeted: | | $320,000 |
| | Account Number: | | 340-7000-85010 |
| | Additional Appropriation Required: | | N/A |
| | Additional Account Number: | | N/A |

## Executive Summary

West University Place receives chloriminated (chlorine+ammonia=chloramine) drinking water from the City of Houston. The City's groundwater is treated with chlorine, however the naturally occurring free ammonia in the groundwater is low. If water supply from Houston is interrupted, the City relies on groundwater and usually receives water taste and odor complaints as the ground water is not chloriminated.

Staff recommends the installation of an upgraded water treatment system at both well sites. The new system and continuous mixing will improve the quality and stability of the residual in the groundwater by converting the current free chlorine system to a liquid ammonia sulfate (LAS) feed system that will produce chloriminated water.

The project will be constructed in two parts. City staff will serve as the general contractor for the LAS system conversion which portions of the work being completed sub-contractors. No portion of the City's work will exceed $50,000 nor require additional Council approval. The installation of the six (6) solar power (mechanical) mixers for all of the City's water storage tanks will be handled by a 3rd party contractor. The solar mixers will eliminate the need for grid power and minimizes the need for ancillary equipment.

The purchase of these mixers is a sole source purchase as Ixom Watercare Inc. (formerly Medora Corp) is the exclusive manufacturer of the solar power mixers. These mixers are used extensively by municipalities throughout the U.S. and are highly recommended by water operators and engineers. The City will enter into a service contract with the vendor after the installation to monitor and provide routine maintenance throughout the life of the mixers. The equipment come with a 2-yr extended warranty that covers parts and labor, as well as a 10-yr motor warranty and 25-yr solar panel performance warranty.

| **Budget** | **$320,000** | |
|---|---|---|
| LAS Portion (City Staff) | $ 96,000 | (inc. 20% Continency) |
| Ixom Watercare Inc. Portion | $202,000 | (Inc. 10% Continency) |
| **Total Project Cost:** | **$298,000** | |

Funds for this project are in the Water and Sewer Capital Project Fund as part of the FY 2020 Budget. For future replacement, staff will include this equipment in the City's Asset Replacement Fund.

The Texas Commission of Environmental Quality has approved this project.

**Recommended Action**

Staff recommends that City Council:

1. Award the contract to Ixom Watercare Inc. for the purchase of the solar power mixers in the amount of $202,000;
2. Authorize the City Manager to execute the contract for the purchase of the equipment.

**GENERAL SERVICES CONTRACT**
Revised 12/13/2019

This General Services Contract (Contract) is made between the City of West University Place, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

I. Summary of Contract Terms
II. Signatures
III. Standard Contractual Provisions
IV. Special Terms and Conditions
V. Additional Contract Documents

## I. *Summary of Contract Terms*.

Contractor: ***IXOM WATERCARE INC. (formerly Medora Corp.)***

Description of Services: Potable Water Circulation Equipment and additional warranty for Two Years

Base Services "not to exceed":$ 202,000

Additional Work in addition to Base Services: Any changes or additions must be submitted in writing via addendum and agreed upon by City

Effective Date: _____

Termination Date: _____

## II. *Signatures*. By signing below, the parties agree to the terms of this Contract:

| **CITY OF WEST UNIVERSITY PLACE:*** | **CONTRACTOR**: |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

____ Council Approved on _____/_____/_____
____ City Manager
____ Department Head
____ Division Head

*Contract Signature Authority:
Division Head -$2,999 or less
Department Head - $3,000 to $14,999
City Manager - $15,000 to $50,000
Over $50,000 – Council approval required

_____

Attest: City Secretary

## III. *Standard Contractual Provisions*.

A. Definitions.

*Contract* means this General Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience*. Under the paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default*. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding*. If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. **Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas**.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor 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.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

## IV. *Special Terms or Conditions.*

A. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least $1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section IV B applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship

C. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Contract neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**V.** ***Additional Contract Documents***. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this contract.

A. Contractor's Additional Contract Documents:

***1. Quote***

B. City's Additional Contract Documents:

1. ***N/A***

**END OF DOCUMENT**

Main Office & Service Center
1-866-437-8076 | medoraco.com
3225 Highway 22, Dickinson, ND 58601

# Purchase Quotation: Potable Water Circulation Equipment for the City of West University Place

**Date:** December 30, 2019

**Project #:** 10208A

**To:** Barron Cooper - City of West University Place
3800 University Boulevard, West University Place, TX 77005
bcooper@westutx.gov • 713-662-5873

John Peterson - HDR Engineering Inc.
4828 Loop Central Dr., Suite 800, Houston, TX 77081
john.peterson@hdrinc.com • 713-622-9264

**From:** Harvey Hibl, Medora Corporation West U.S. Manager, Offices in: AZ, CO, OR
harvey.hibl@medoraco.com • 303-887-5323

Courtney Pankowski, Medora Corporation Engineered Sales Dept., Dickinson, ND
Courtney.Pankowski@medoraco.com • 866-437-8076

## 1. Tank Descriptions

| | |
|---|---|
| **Tank Name:** | Wake Forester Tank #1 |
| **Tank Style:** | Steel Ground Storage |
| **Volume:** | 500,000 |
| **Height (ft):** | 40' |
| **Hatch (in):** | 30" X 30" |

| | |
|---|---|
| **Tank Name:** | Wake Forester - Tank #2 |
| **Tank Style:** | Steel Ground Storage |
| **Volume:** | 500,000 |
| **Height (ft):** | 40' |
| **Hatch (in):** | 30" X 30" |

| | |
|---|---|
| **Tank Name:** | Elevated Wake Forester Tank |
| **Tank Style:** | Steel Elevated |
| **Volume:** | 500,000 |
| **Height (ft):** | 36' (Bowl Height)* |
| **Hatch (in):** | 24" shape unknown |

| | |
|---|---|
| **Tank Name:** | Bellaire |
| **Tank Style:** | Steel Elevated |
| **Volume:** | 250,000 |
| **Height (ft):** | 30' (Bowl Height) |
| **Hatch (in):** | 24" X 24" |

| | |
|---|---|
| **Tank Name:** | Milton Plant #1 |
| **Tank Style:** | Steel Ground Storage |
| **Volume:** | 1,500,000 |
| **Height (ft):** | 32' |
| **Hatch (in):** | 32" X 32" |

| | |
|---|---|
| **Tank Name:** | Milton Plant #2 |
| **Tank Style:** | Steel Ground Storage |
| **Volume:** | 400,000 |
| **Height (ft):** | 32' |
| **Hatch (in):** | 30" round hatch |

***Please confirm bowl height of tank is less than 40'. If bowl height exceeds 40' additional hose will be required.**

## 2. Customer Objectives

The objective is to provide thorough mixing of the tank to reduce nitrification, water age, stagnation, and stratification. Thorough mixing not only improves water quality, it also allows for representative sampling of the tank water, and disinfectant boosting if ever needed. To stop nitrification in the tank, the mixer must have the capability to mix all the way down to within 1 inch of the floor of the tank, at the lowest point on the floor, and must be equipped for boosting disinfectant to stop nitrification events.

## 3. Medora Co. Recommendation/System Design for this Project

To meet the above objectives for the 5 tanks at or under 500K volume, we recommend the placement of five (5) SB500PWc v20 mixers, placing one in each tank. The minimum hatch size for these placements is are 18" diameters.

To meet the above objectives for the Milton 1.5MG tank, we recommend the placement of one (1) SB1250PWc v20 mixer. The minimum hatch size for this placement is 24" diameter.

**Performance Guarantee:** These mixers will completely mix the subject tank. In continuous operation, (1) at least once per 24 hours all water temperatures within the tank shall converge to within 0.8 degrees C, and (2) at least once per 72 hours all chlorine concentrations within the tank shall converge to within 0.18 mg/l.

## 4.1 Equipment Cost - SB Series Solar Mixers

| Quantity | Equipment Description | Cost Each | Equipment Total |
|---|---|---|---|
| 5 | SB500PWc v20 Solar-Powered Mixer with standard 40' fluid intake hose, fluid intake injection assembly, brushless motor, battery power system, digital control system with six SCADA outputs, and one (1) 80-watt solar panel mounted on a 316SS pedestal low profile stand. | $19,725 | $98,625 |
| 1 | SB1250PWc v20 Solar-Powered Mixer with standard 40' fluid intake hose, fluid intake injection assembly, brushless motor, battery power system, digital control system with six SCADA outputs, and one (1) 80-watt solar panel mounted on a 316SS pedestal low profile stand. | $27,440 | $27,440 |
| | | Equipment Subtotal: | $126,065 |
| | | Applicable Taxes: | -to be determined - |
| | | Discounted Factory Delivery and Placement with On-Site Training: *A multiple unit delivery discount applies only if all mixers are placed during the same Factory Service Crew site visit* | $53,067 |
| | | **Equipment, Delivery and Placement with On-Site Training Total:** | **$179,132** |

| Options for SB Series Solar Mixers | | |
|---|---|---|
| SCADA Outputs | All SB v20 models come standard with a SCADA brain-board with six outputs. *(For on-site communication options please request accessories list.)* | |
| LED RPM Indicator | *Recommended when SCADA is not available.* An electronic pulsing monitor is added to the digital controller and a flashing green LED beacon is located outside of the tank. The LED indicates the SolarBee impeller rotational speed, and the beacon can be directionally targeted for ground level viewing. | $975 per mixer. |

## 5. General Provisions

**A. Material Supplier only.** This quotation is to supply materials only. No contracting or construction work of any type is being offered or will be performed by Medora Corporation (Medora) at the jobsite or at any Medora location or factory.

1) To order the materials in this quotation, the purchaser should use the same type of purchase order as would be used to order other materials; for example, a desk or a forklift. Please do not attempt to order the equipment quoted here with a "contractor" or "subcontractor" agreement of any sort, because Medora is strictly a material supplier, not a contractor, and would have to reject that type of agreement.

2) The US Department of Labor clearly defines a Material Supplier, such as Medora, and its allowable activities. All activities by Medora factory personnel to transport, place and start up the Medora equipment are incidental to Medora being a Material Supplier, and Medora will not perform contracting or construction work of any type for any project. Also, no local, state, or federal laws regarding contractors or construction projects, or Davis Bacon or similar reporting requirements, are applicable to this quotation because Medora is not a contractor and does not perform any construction activities.

3) It is the responsibility of the purchaser of Medora's equipment to determine in advance whether there are any contracting or construction activities required in order for Medora's equipment to be made operational. Usually there aren't any such activities; but if there are, it is the purchaser's sole responsibility, at its sole cost, to perform all of those activities in advance of Medora's equipment arriving at the jobsite.

**B. Assumptions:** This quotation may be based on worksheets, calculations or other information that has been provided by the City. The City should bring to Medora's attention any discrepancies, errors in data, or false assumption that Medora may have made while preparing this quotation.

**C. Expiration:** This quotation expires in 90 days, or on the date of any new quotation for this project, whichever is sooner.

**D. Delivery Time:** Delivery time varies, for Equipment Only it is usually within 2-3 weeks from order date and for Factory Placement it is usually within 6-8 weeks from order date.

**E. Payment Terms:** For a federal, state, or local government purchaser with a good credit rating, full payment is due in US dollars 30 days after invoice date, which is generally the date when the goods leave the Medora factory. For a non-government purchaser, full payment must be made by credit card or cashier's check before the goods leave the Medora factory though, in some cases, based on availability of a payment bonding or a bank Letter of Credit, 30 day credit terms may be extended upon special request by the purchaser. If there are any issues with these payment terms, please do not rely on this quotation until the issues have been resolved with Medora.

**F. Add for Taxes and Any Governmental Fees**: Except as indicated above, no taxes, tariffs or other governmental fees are included in the quote shown above, nor are there any costs added for special insurance coverage the customer may require. It is the customer's responsibility to pay all local, state, and federal taxes, including, sales and use taxes, business privilege taxes, and fees of all types relating to this sale, whether they are imposed on either Medora or the customer, or whether these taxes and fees are learned about after the customer orders the equipment. The customer's purchase order should indicate any taxes or fees due on equipment and/or services, and whether the customer will pay them directly to the governing body or include the tax payment with the purchase for Medora to submit them to the governing body.

**G. Add for Special Insurance Requirements**: Medora Corporation maintains adequate liability and workman's compensation insurance to generally comply with its requirements for doing business in all fifty U.S. states, and will provide at no charge certificates of insurance when requested. However, if additional insurance or endorsements beyond the company's standard policy are required by the customer, then the costs of those additional provisions and/or endorsements will be invoiced to the customer after the costs become known.

**H. Add for Special Training, Safety, Signage, or Other Requirements:** Medora has a very strong safety training program for its employees. If any special training classes for Medora personnel are required by the customer, please notify Medora well in advance. The cost of this training will be added to this quotation or invoiced to the customer separately. The same applies to any other special requirements the customer may have, including providing of project signage or any other requirement.

**I. Safe and Accessible Tank Condition Required.** This quotation is based on the best information made available to us by the above date. If this equipment is ordered, Medora's engineering team will need detail information and photographs to plan the equipment placement. If the detail information changes the scope significantly, Medora reserves the right to withdraw or alter this quotation, even if the equipment has already been ordered. To avoid surprises, the City should supply detailed tank information and photos as soon as possible. To ensure the safety of Medora's crews, it is the City's responsibility to make sure that all antennas (radio, cell phone, other) located at or near the tank site are inactivated during the placement of this equipment.

**J. Customer to Follow Medora's Maintenance and Safety Guidelines:** The customer agrees to follow proper maintenance, operating, and safety instructions regarding the equipment as contained in the safety manual that accompanies the equipment or is sent to the customer's address.

**K. Regulatory Compliance.** The customer must comply with all applicable Federal and State governmental regulations. It is the customer's sole responsibility to inquire about governmental regulations and ensure that GridBee and SolarBee equipment is deployed and maintained so as to remain in compliance with these regulations and guidelines, and to hold Medora harmless from any liability caused by non-compliance with these regulations and guidelines.

**L. Warranty**. Medora Corporation has the best parts and labor warranties that we are aware of in the industry. The details of the Warranty which applies to this project are either attached to this document or are available at: https://www.medoraco.com/resources/warranty-information.

## 6. To Accept This Quotation

**To order the equipment**, please issue a purchase order to Medora Corporation, 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed to the address above, faxed to 866-662-5052, or emailed to the home office at orderprocessing@medoraco.com.

This Medora Corp. quotation should be attached to the purchase order, and the purchase order should refer to the Medora Corp. quotation by date, and should accept the quotation in its entirety. Acceptable language on the purchase order would be " Quantity: 1. Description: "Equipment per the attached quotation from Medora Corp dated _____, including all terms shown on that quotation. " If there is any language missing, or extra language in the purchase order such as a referral to specifications, then Medora Corp. will not be able to accept the purchase order.

If a purchase orders is not utilized, please sign and date below, provide billing information, and fax to 866-662-5052 or email to orderprocessing@medoraco.com.

Signing below acknowledges acceptance of this quotation.

Proposal Date: December 30, 2019

Project #: 10208A

☐ Solar Mixer Purchase with Factory Delivery and Placement with On-Site Training

☐ Six (6) LED RPM Indicators for each Solar Mixer

| | |
|---|---|
| Signature | Date |
| Printed Name | Title |

Main Office & Service Center
1-866-437-8076 | medoraco.com
3225 Highway 22, Dickinson, ND 58601

MEDORA corporation

# BeeKeeper Service Program

**Customer Information:**

Barron Cooper
City of West University Place
2801 N. Braeswood Boulevard, Houston, TX 77025
bcooper@westutx.gov • 713-662-5873

**Date:** December 30, 2019
**Project #:** 10208

**Quote Is Valid Until:** March 31, 2020

**BeeKeeper Pricing Options**

| | |
|---|---|
| Equipment Under Warranty (Years 1 and 2), Price per Year: | $4,478 |
| Equipment Out of Warranty, Price per Year: | $10,748 |

**Unit(s) & Location(s) Covered Under BeeKeeper Service Program:**

| Number | SolarBee Model | Location |
|---|---|---|
| 1 | SB500PWc | Wake Forester - Tank #1 (500,000 gal.) |
| 2 | SB500PWc | Wake Forester - Tank #2 (500,000 gal.) |
| 3 | SB500PWc | Wake Forester - Elevated Tank (500,000 gal.) |
| 4 | SB1250PWc | Milton Plant - Tank #1 (1.5M gal.) |
| 5 | SB500PWc | Milton Plant - Tank #2 (400,000 gal.) |
| 6 | SB500PWc | Bellaire Tank (500,000 gal.) |

## SB BeeKeeper Terms & Conditions:

1. **Universal Damage Repair for Medora Corporation Manufactured Equipment**
   All structural repairs and replacement parts needed for Medora Corporation manufactured equipment caused by damage incurred due to events such as: acts of nature, accidents and vandalism are covered.

2. **Medora Corporation Electronics Hardware, Software, & Firmware Upgrades**
   Upgrades to hardware, software, and firmware manufactured by Medora Corporation are included at no charge as they become available. The heart of the superb SolarBee/GridBee is the large low-rpm digital brushless high-torque motor, PV modules, battery system, and computerized power management system (including brain board, logic board, self-diagnostics, motor controller, charge controller, data logger, GPS receiver, & communication outputs). Medora Corporation has invested millions of dollars to develop these computerized controls and continually improve them for increased machine performance, self-diagnostics, self-repair, and reliability.

3. **Access To On-Staff Water Quality Experts**
   Our water quality experts are available for data analysis and application troubleshooting if a need arises. Medora Corporation obtained water quality data and customer water quality data will be analyzed including expert review and free conference calls to discuss water quality issues. Medora Corporation employs many experts in the water quality field including specialized areas such as limnology, hydrology, wastewater, biology, and engineering.

4. **Annual Maintenance of the Medora Corporation Manufactured Equipment**
   The power system, impeller, intake and structural components of the Medora Corporation manufactured equipment are inspected. The solar modules and flow dish are adjusted and cleaned. In all, a complete inspection is perfomed for mechanical, structural, and electronic items. All necessary or advisable machine repairs and/or upgrades for Medora Corporation manufactured equipment are also made.

5. **Maintenance on Third Party Equipment Supplied by Medora Corporation**
   Medora Corporation service crew will complete general cleaning and maintenance checks on third party equipment. However, all repairs and warranty claims will go through the equipment's direct manufacturer. Any repair costs not covered under warranty are the responsibility.

6. **Onsite Crew Response For Critical Application & Operational Service Issues**
   If service issues arise, the customer may be asked to perform a basic machine inspection and discuss results with our Customer Service Department. In some cases, the customer may be asked perform minor tasks (i.e., cleaning the solar panels, changing a fuse, replacing other minor parts). If replacement parts are needed, the factory will ship them out at no cost. For more serious application and service issues, Medora Corporation will dispatch a crew to resolve the issues onsite.

7. **Removal, Storage, and Redeployment of Potable Water Units.**
   If Medora Corporation equipment needs to be removed for any reason, Medora Corporation offers removal, storage, and redeployment at a discounted rate. Contact Medora Customer Service for a removal and redeployment quote.

8. **The Importance Of Having A Service Program**
   All SolarBee/GridBee machines deployed at a particular location must be covered under the same BeeKeeper term. If a machine is not covered under a BeeKeeper Service Program within one year of initial deployment, or if a BeeKeeper Service Program is allowed to lapse, a pre-enrollment inspection may be required to enroll / re-enroll at standard service rates.

9. **Currency**
   All prices are shown in U.S. Dollars and all payments must be made in U.S. Dollars.

10. **Payment Terms**
    The start date for a BeeKeeper Service Program is the first of the month following notification of acceptance or at a time designated by the Customer (always on the first of a month). Invoices are issued within 30 days of the start date with payment due 30 days from invoice date. Currency is in U.S. Dollars.

11. **Taxes & Governmental Fees**
    Unless otherwise indicated, no taxes, tariffs, or other governmental fees are included in the costs shown above. Taxes and fees of all types relating to this sale being imposed on Medora Corporation or the customer are the customer's responsibility to pay whether they are learned of before or after the customer orders this program. These include but are not limited to: all local, state, and federal taxes including sales and use taxes, and business privilege taxes. The customer's purchase order should indicate any taxes or fees due on equipment and/or services. The customer will distinguish whether they will pay any fees / taxes directly to the governing body or to Medora Corporation for Medora Corporation to submit to the governing body.

12. **Liability**
    In no event will Medora Corporation or its affiliates be liable for any lost profits or use or other punitive, special, exemplary, consequential, incidental or indirect damages, however caused, on any theory of liability. Medora Corporation and its affiliates expressly disclaim any and all express or implied conditions, representations, and warranties on products furnished hereunder, including without limitation all implied warranties of merchantability or fitness for a particular purpose.

13. **Material Supplier**
    Medora Corporation is a Material Supplier as defined by the US Department of Labor, and is never a contractor or subcontractor, and never does construction work of any type. As a Material Supplier, the delivery, placement, Beekeeper and other service work performed by Medora Corporation personnel on equipment which it manufactured is not subject to Davis Bacon reporting requirements designed to ensure fair pay for construction laborers. Also, all of Medora's Beekeeper and other service work agreements run directly from Medora Corporation to the final equipment owner. If BeeKeeper or other factory service work is incorporated into a construction project of any type, that service work does not become part of the construction project nor will a bond be required or provided.

# AGENDA MEMO

Business of the City Council
City of West University Place, Texas

| | | | |
|---|---|---|---|
| **Meeting Date** | 02.10.20 | **Agenda Item** | 10 |
| **Approved by City Manager** | Yes | **Presenter(s)** | G. Barrera, Director |
| **Reviewed by City Attorney** | Yes | **Department** | Public Works |
| **Subject** | Weir Replacement | | |
| **Attachments** | General Services Contract | | |
| **Financial Information** | Expenditure Required: | | $600,000 |
| | Amount Budgeted: | | $600,000 |
| | Account Number: | | 301-7000-85002 |
| | Additional Appropriation Required: | | N/A |
| | Additional Account Number: | | N/A |

## Executive Summary

The 2020 Budget included funds to replace the weir troughs at the City's Wastewater Treatment Plant, which have reached the end of their useful life. The weirs are located in the clarifiers and ensure water flow in this portion of the treatment process is maintained at the required level. Replacing the weirs will not only improve the wastewater treatment processes, but will also minimize operation and maintenance issues and ensure compliance with state regulation requirements.

Staff solicited formal bids for this work and received bids from six (6) qualified vendors:

| CONTRACTOR | TOTAL BID |
|---|---|
| | |
| JTR Constructors, Inc. | $ 596,700 |
| All Tech Engineering | $ 656,470 |
| Sustanite Support Svcs | $ 657,000 |
| CB Constructors | $ 814,000 |
| RJ Construction | $ 825,000 |
| Nunn Constructors, Ltd | $ 885,000 |

After review of all bids, reference checks and recommendation from the City Engineer, it was determined that JTR Constructors, Inc., submitted the lowest and most responsive bid that meets the need of the City. JTR Constructors Inc. have been in business for 23 years and have worked on similar projects for the cities of Mont Belvieu, Friendswood, Richmond, Pearland, and Houston.

The entire project will take 16-18 weeks from award of the contract.

The scope of work includes (but is not limited to):

- Remove and dispose of existing weir trough and support brackets;
- Remove existing weir plates, scum baffles, and scum baffle supports;
- Verify measurements of components;
- Off-site fabrication;
- Install new effluent troughs, scum baffles and supports;
- Install new effluent weirs; and
- Final Quality Assurance and Quality Check

**Recommended Action**

Staff recommends that City Council:

1. Award the contract to JTR Constructors, Inc., for the removal and replacement of the weirs in the amount "not to exceed" $600,000; and
2. Authorize the City Manager to execute the contract.

**GENERAL SERVICES CONTRACT**
Revised 12/13/2019

This General Services Contract (Contract) is made between the City of West University Place, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

I. Summary of Contract Terms
II. Signatures
III. Standard Contractual Provisions
IV. Special Terms and Conditions
V. Additional Contract Documents

## I. *Summary of Contract Terms*.

Contractor: ***JTR CONSTRUCTORS, INC.***

Description of Services: Wastewater Treatment Plant Clarifier Effluent Weir Replacement

Base Services "not to exceed":$ 600,000.00

Working Days: 255 calendar days (upon final approval)

Additional Work in addition to Base Services: Any changes or additions must be submitted in writing via addendum and agreed upon by City.

Effective Date: _____

Termination Date: _____

## II. *Signatures*. By signing below, the parties agree to the terms of this Contract:

| **CITY OF WEST UNIVERSITY PLACE**:* | **CONTRACTOR**: |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

____ Council Approved on _____/_____/_____
____ City Manager
____ Department Head
____ Division Head

*Contract Signature Authority:
Division Head -$2,999 or less
Department Head - $3,000 to $14,999
City Manager - $15,000 to $50,000
Over $50,000 – Council approval required

_____

Attest: City Secretary

## III. *Standard Contractual Provisions*.

A. Definitions.

*Contract* means this General Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience*. Under the paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default*. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding*. If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. **Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas**.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor 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.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

## IV. *Special Terms or Conditions.*

A. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least $1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section IV B applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship

C. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Contract neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

D. Liquidated damages are $250.00 per calendar day, an agreed estimate of actual losses, not a penalty (also subject to reduction. Incentive payment for early completion is not applicable. See GENERAL CONDITIONS in Bid Specifications.

E. Bonds required – Performance and Payment Bonds must be submitted within 20 days after final approval.

**V.** ***Additional Contract Documents***. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this contract.

A. Contractor's Additional Contract Documents:

***1. Bid submitted by JTR Constructors Inc.***

B. City's Additional Contract Documents:

1. ***Reference – All Bid Specifications***

**END OF DOCUMENT**

## OFFICIAL BID FORM

**TO:** City of West University Place, Texas ("Owner")

**FROM:** The undersigned bidder ("Bidder")

**CONTRACT:** Wastewater Treatment Plant Clarifier Effluent Weir Replacement ("Project")

**INVESTIGATION AND INFORMATION.** The Bidder assures the Owner that: (1) the Bidder has become fully informed about the Contract and the conditions under which the work will be performed; (2) the Bidder has inspected the locations; (3) the Bidder has become thoroughly familiar with the Contract Documents (described below); (4) the Bidder understands that the accuracy or completeness of any information relied upon by the Bidder is not guaranteed by the Owner, unless otherwise stated in writing by the Owner, (5) in any event, the Bidder has made its own interpretation of all such information, and (6) the Bidder has not colluded with any other bidder or potential bidder on this Contract.

**CONTRACT DOCUMENTS; ADDENDA.** The Contract Documents, as amended to date, are on file in the Owner's Office. All Contract Documents are incorporated into this bid by this reference. The Bidder acknowledges receipt of all addenda that are on file in the Owner's Office as of 4:00 PM on the day preceding the deadline for submission of this bid.

**OFFER AND BID PRICE.** Taking into account the investigation and information mentioned above, the Bidder offers to furnish all labor, materials, tools, equipment, supervision, services, incidentals and other items for the Contract and to perform the other duties required, all in accordance with the Contract Documents and for the price(s) shown in the attached Price Schedule.

**DELIVERY OF DOCUMENTS.** If the Owner awards the Contract to the Bidder, the Bidder agrees to deliver all of the required Contract Documents and proof of insurance to the Owner within ten days of receiving the Contract Documents. All such documents shall be duly completed and signed as required by the Instructions to Bidders. If the Bidder fails to deliver all such completed and signed documents to the Owner within the time allowed, the Owner may revoke the award to the Bidder. In this case, the Bidder shall pay to the Owner the amount of the Bid Security as the Owner's fixed and liquidated damages for delay, disruption and incidental expenses, it being agreed that the Owner's complete damages would be difficult to ascertain. The Owner may keep the Bidder's bid security in case of revocation of award, and the amount kept shall be applied to the amount the Bidder must pay to the Owner.

**BID SECURITY**. Bidder understands that it must submit a bid bond payable to the Owner in the amount of 5% of the greatest amount bid, with a surety that meets the prescribed qualifications.

**SPECIAL QUALIFICATIONS (RESPONSIBILITY).** Bidder understands that the Owner has established the following special qualifications to assist in determining responsibility of bidders for award of the contract, subject to the Instructions to Bidders:

(1) *Five Years in Business.* The successful bidder must have been "in existence" and "in full operation" continuously during the five years preceding the date this bid is opened. "In existence" means the bidder was in existence in its present form of business organization. A bidder remained "in existence" if it just changed its name, or if it merged with or converted to another entity (provided the surviving entity succeeded to all liabilities of the pre-merger entity). A bidder was "in full operation" if it did not declare bankruptcy, make an assignment for the benefit of creditors, enter a receivership or seek reorganization or other relief from creditors.

(2) *Surety.* The successful bidder's surety (on each bond, including bid bond) must meet all the criteria shown in the Instructions to Bidders.

(3) *Five Projects.* The successful bidder must have commenced at least 5 projects for similar work, and, of the bidder's 10 most-recently awarded or commenced projects for similar work, no more than one was problematic. "Similar work" is defined in the attached Qualification Statement. "Problematic" means that the bidder: (i) was declared to be in default by the owner or a surety, on either a bid or a contract, (ii) finished the work more than 60 days past the required completion date, or (iii) did not substantially finish the work, and there was no express agreement excusing the failure to finish the work.

**QUALIFICATION STATEMENT.** Bidder assures the Owner that the information in the attached Qualification Statement is true, complete and correct.

**FIRM BID PERIOD.** This bid shall remain firm through the 90th day following the day it is opened, and an effective award may be made during that period. During that period, the Bidder may not withdraw this bid, but the Bidder may do so afterward unless an award is made first. *See* Instructions to Bidders.

Respectfully submitted,

JTR Constructors, Inc. ("Bidder")
*(print or type Bidder's full legal name)*

By: *(authorized signature)* _____

Name: Tony F Gonzalez, Title: President

Date: November 20, 2019

Address: 18484 Clay Road, Houston, TX 77084

Phone: (281) 550-7107 Fax: (281) 859-2939

*Notes:* ***Bidder must sign this bid and attach:*** *(1) Bid Bond, (2) Bid Proposal ("Exhibit A"), and (3) Qualification Statement*

*The Owner requests each bidder to include a photocopy of its bid in the sealed envelope with the original bid; the photocopy should be plainly marked "COPY."*

## BID BOND

THE STATE OF TEXAS $ SURETY'S NO. 111919
$
COUNTY OF HARRIS $

KNOW ALL MEN BY THESE PRESENTS that JTR Constructors, Inc. (hereinafter called the "Principal"), as Principal, and Hartford Fire Insurance Company (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of West University Place, Texas (hereinafter called the "Obligee"), in the amount of Five Percent of Greatest Amount Bid Dollars (S 5% of GAB), for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the Obligee to construct **Wastewater Treatment Plant Clarifier Effluent Weir Replacement.**

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void but otherwise, shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid at any time after such Bid is opened but before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory insurance documents, Performance Bond, Payment Bond, and Maintenance Bond, if required, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

Provided further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 20th day of November, 20 19.

JTR Constructors, Inc.
Principal
By: President
Address: 18484 Clay Road
Houston, TX 77084

Hartford Fire Insurance Company
Surety
By: Kenneth L. Meyer, Attorney in Fact
Address: 19450 State HWY 249, Ste. 400
Houston, TX 77070

# POWER OF ATTORNEY

*Direct Inquiries/Claims to:*
**THE HARTFORD**
**BOND, T-12**
**One Hartford Plaza**
**Hartford, Connecticut 06155**
**Bond.Claims@thehartford.com**
*call:* **888-266-3488** *or fax:* **860-757-5835**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Name:** SOUTHERN AMERICAN INS AGENCY, INC
**Agency Code:** 61-614981

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Charles A. McClure, Kenneth L. Meyer, Kelly J. Brooks of CYPRESS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

**STATE OF CONNECTICUT**
**COUNTY OF HARTFORD** } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

**CERTIFICATE**

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 20, 2019

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

**1-800-392-7805**

You may also write to The Hartford:

**The Hartford**
**Hartford Financial Products**
**2 Park Avenue, 5th Floor**
**New York, New York 10016**
**1-212-277-0400**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 490-1007
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.**

**ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.**

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

**1-800-392-7805**

Usted tambien puede escribir a The Hartford.

**The Hartford**
**Hartford Financial Products**
**2 Park Avenue, 5th Floor**
**New York, New York 10016**
**1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 490-1007
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).**

**UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.**

**City of West University Place, Texas**
***Wastewater Treatment Plant Clarifier Effluent Weir Replacement***
**Exhibit "A"**
**BID PROPOSAL**

| ITEM NO. | EST. QUAN. | UNIT | DESCRIPTION OF ITEM AND UNIT PRICES (IN WORDS AND NUMERALS) | UNIT PRICE | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 1 | 1 | L.S. | Replacement of the effluent channel, drop box and v-notch weirs, scum baffles, scum ramp and drop box assembly, and structural supports in the two (2) clarifiers at the City's WWTP, including demolition and removal of the existing equipment and supports, reinstallation of the effluent channel, drop box and v-notch weirs, scum baffles, scum ramp and drop box assembly, structural supports, and all required appurtenances as shown on the Plans and as described in the Specifications, for a completely operational system, complete in place, the sum of: Five hundred ninety six thousand seven hundred Dollars & zero Cents | $ 596,700 | $ 596,700 |

**TOTAL BID ITEMS:** Five hundred ninety-six thousand seven hundred Dollars & zero Cents $ 596,700

COPY



## OFFICIAL BID FORM

**TO:** City of West University Place, Texas ("Owner")

**FROM:** The undersigned bidder ("Bidder")

**CONTRACT:** Wastewater Treatment Plant Clarifier Effluent Weir Replacement ("Project")

**INVESTIGATION AND INFORMATION.** The Bidder assures the Owner that: (1) the Bidder has become fully informed about the Contract and the conditions under which the work will be performed; (2) the Bidder has inspected the locations; (3) the Bidder has become thoroughly familiar with the Contract Documents (described below); (4) the Bidder understands that the accuracy or completeness of any information relied upon by the Bidder is not guaranteed by the Owner, unless otherwise stated in writing by the Owner, (5) in any event, the Bidder has made its own interpretation of all such information, and (6) the Bidder has not colluded with any other bidder or potential bidder on this Contract.

**CONTRACT DOCUMENTS; ADDENDA.** The Contract Documents, as amended to date, are on file in the Owner's Office. All Contract Documents are incorporated into this bid by this reference. The Bidder acknowledges receipt of all addenda that are on file in the Owner's Office as of 4:00 PM on the day preceding the deadline for submission of this bid.

**OFFER AND BID PRICE.** Taking into account the investigation and information mentioned above, the Bidder offers to furnish all labor, materials, tools, equipment, supervision, services, incidentals and other items for the Contract and to perform the other duties required, all in accordance with the Contract Documents and for the price(s) shown in the attached Price Schedule.

**DELIVERY OF DOCUMENTS.** If the Owner awards the Contract to the Bidder, the Bidder agrees to deliver all of the required Contract Documents and proof of insurance to the Owner within ten days of receiving the Contract Documents. All such documents shall be duly completed and signed as required by the Instructions to Bidders. If the Bidder fails to deliver all such completed and signed documents to the Owner within the time allowed, the Owner may revoke the award to the Bidder. In this case, the Bidder shall pay to the Owner the amount of the Bid Security as the Owner's fixed and liquidated damages for delay, disruption and incidental expenses, it being agreed that the Owner's complete damages would be difficult to ascertain. The Owner may keep the Bidder's bid security in case of revocation of award, and the amount kept shall be applied to the amount the Bidder must pay to the Owner.

**BID SECURITY.** Bidder understands that it must submit a bid bond payable to the Owner in the amount of 5% of the greatest amount bid, with a surety that meets the prescribed qualifications.

**SPECIAL QUALIFICATIONS (RESPONSIBILITY).** Bidder understands that the Owner has established the following special qualifications to assist in determining responsibility of bidders for award of the contract, subject to the Instructions to Bidders:

(1) *Five Years in Business.* The successful bidder must have been "in existence" and "in full operation" continuously during the five years preceding the date this bid is opened. "In existence" means the bidder was in existence in its present form of business organization. A bidder remained "in existence" if it just changed its name, or if it merged with or converted to another entity (provided the surviving entity succeeded to all liabilities of the pre-merger entity). A bidder was "in full operation" if it did not declare bankruptcy, make an assignment for the benefit of creditors, enter a receivership or seek reorganization or other relief from creditors.

(2) *Surety.* The successful bidder's surety (on each bond, including bid bond) must meet all the criteria shown in the Instructions to Bidders.

(3) *Five Projects.* The successful bidder must have commenced at least 5 projects for similar work, and, of the bidder's 10 most-recently awarded or commenced projects for similar work, no more than one was problematic. "Similar work" is defined in the attached Qualification Statement. "Problematic" means that the bidder: (i) was declared to be in default by the owner or a surety, on either a bid or a contract, (ii) finished the work more than 60 days past the required completion date, or (iii) did not substantially finish the work, and there was no express agreement excusing the failure to finish the work.

**QUALIFICATION STATEMENT.** Bidder assures the Owner that the information in the attached Qualification Statement is true, complete and correct.

**FIRM BID PERIOD.** This bid shall remain firm through the 90th day following the day it is opened, and an effective award may be made during that period. During that period, the Bidder may not withdraw this bid, but the Bidder may do so afterward unless an award is made first. *See* Instructions to Bidders.

Respectfully submitted,

JTR Constructors, Inc. ("Bidder")
*(print or type Bidder's full legal name)*

By: *(authorized signature)* _____

Name: Tony F Gonzalez, Title: President

Date: November 20, 2019

Address: 18484 Clay Road, Houston, TX 77084

Phone: (281) 550-7107 Fax: (281) 859-2939

*Notes:* ***Bidder must sign this bid and attach:*** *(1) Bid Bond, (2) Bid Proposal ("Exhibit A"), and (3) Qualification Statement*

*The Owner requests each bidder to include a photocopy of its bid in the sealed envelope with the original bid; the photocopy should be plainly marked "COPY."*

## BID BOND

THE STATE OF TEXAS $
$
COUNTY OF HARRIS $

SURETY'S NO. 111919

KNOW ALL MEN BY THESE PRESENTS that JTR Constructors, Inc. (hereinafter called the "Principal"), as Principal, and Hartford Fire Insurance Company (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of West University Place, Texas (hereinafter called the "Obligee"), in the amount of Five Percent of Greatest Amount Bid Dollars ($ 5% of GAB ), for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the Obligee to construct **Wastewater Treatment Plant Clarifier Effluent Weir Replacement.**

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void but otherwise, shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid at any time after such Bid is opened but before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory insurance documents, Performance Bond, Payment Bond, and Maintenance Bond, if required, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

Provided further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 20th day of November, 20 19.

JTR Constructors, Inc.
Principal
By: President
Address: 18484 Clay Road
Houston, TX 77084

Hartford Fire Insurance Company
Surety
By: Kenneth L. Meyer, Attorney in Fact
Address: 19450 State HWY 249, Ste. 400
Houston, TX 77070



COPY

# POWER OF ATTORNEY

*Direct Inquiries/Claims to:*
**THE HARTFORD**
**BOND, T-12**
**One Hartford Plaza**
**Hartford, Connecticut 06155**
**Bond.Claims@thehartford.com**
***call:* 888-266-3488 *or fax:* 860-757-5835**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Name:** SOUTHERN AMERICAN INS AGENCY, INC
**Agency Code:** 61-614981

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Charles A. McClure, Kenneth L. Meyer, Kelly J. Brooks of CYPRESS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

**STATE OF CONNECTICUT**
**COUNTY OF HARTFORD** } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

**CERTIFICATE**

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 20, 2019

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

**1-800-392-7805**

You may also write to The Hartford:

**The Hartford**
**Hartford Financial Products**
**2 Park Avenue, 5th Floor**
**New York, New York 10016**
**1-212-277-0400**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 490-1007
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.**

**ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.**

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

**1-800-392-7805**

Usted tambien puede escribir a The Hartford.

**The Hartford**
**Hartford Financial Products**
**2 Park Avenue, 5th Floor**
**New York, New York 10016**
**1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 490-1007
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).**

**UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.**

**City of West University Place, Texas**
***Wastewater Treatment Plant Clarifier Effluent Weir Replacement***
**Exhibit "A"**
**BID PROPOSAL**

| ITEM NO. | EST. QUAN. | UNIT | DESCRIPTION OF ITEM AND UNIT PRICES (IN WORDS AND NUMERALS) | UNIT PRICE | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 1 | 1 | L.S. | Replacement of the effluent channel, drop box and v-notch weirs, scum baffles, scum ramp and drop box assembly, and structural supports in the two (2) clarifiers at the City's WWTP, including demolition and removal of the existing equipment and supports, reinstallation of the effluent channel, drop box and v-notch weirs, scum baffles, scum ramp and drop box assembly, structural supports, and all required appurtenances as shown on the Plans and as described in the Specifications, for a completely operational system, complete in place, the sum of: Five hundred ninety-six thousand seven hundred Dollars & zero Cents | $ 596,700 | $ 596,700 |
| **TOTAL BID ITEMS:** | | | Five hundred ninety-six thousand seven hundred Dollars & zero Cents | $ 596,700 | |

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

JTR Constructors, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

11/19/19

Date

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2019-563015

**Date Filed:**
11/19/2019

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

JTR Constructors, Inc.
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of West University Place

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

19-036
Wastewater Treatment Plant Clarifier Effluent Weir Replacement

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Gonzalez, Lucia | Hosuton, TX United States | X | |
| Gonzalez, Tony | Houston , TX United States | X | |
| Alvarenga, Jose | Houston, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Tony F. Gonzalez, and my date of birth is 07/29/61.

My address is 18484 Clay Road (street), Houston (city), TX (state), 77084 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 20th day of November (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

## QUALIFICATION STATEMENT

**Owner:** City of West University Place, Texas

**Project:** Wastewater Treatment Plant Clarifier Effluent Weir Replacement

**Similar Work (definition):** Replacement of effluent weir(s) in WWTP clarifier unit

(NOTE: If any bid is to be made jointly by two or more entities, each entity must complete a separate statement.)

The undersigned Bidder certifies the following, under oath:

**A. GENERAL**

**Full Legal Name of Bidder:** JTR Constructors, Inc.

**Check one: ( ) Partnership ( ) Joint Venture (X) Corporation**
**( ) Other:**_____

**Address:** 18484 Clay Road
Houston, TX 77084

**Telephone:** (281) 550-7107 **Fax:** (281) 859-2939

B. ORGANIZATIONAL BACKGROUND

1. If the Bidder is a PARTNERSHIP or JOINT VENTURE

   a. Date of organization: N/A

   b. State whether partnership is general or limited: N/A

   c. List all general partners and any limited partners owning 10% or more:

| *Name* | *Address* | *Phone* | *% owned* |
|---|---|---|---|
| | N/A | | |

2. If Bidder is a CORPORATION or LLC

   a. Date of incorporation or formation: October 24, 1996

   b. State of incorporation or formation: Texas

c. Charter/permit number: N/A

d. Principal place(s) of business: 18484 Clay Road, Houston, TX 77084

e. Other state(s) in which firm is authorized to do business: N/A

f. Officers
*President:* Tony F. Gonzalez

*Vice President(s):* Jose A. Alvarenga

*Secretary:* Terry Huerta

*Treasurer:* N/A

*Other:* N/A

g. List all persons and entities owning 10% or more of the firm:

| *Name* | *Address* | *Telephone* | *% owned* |
|---|---|---|---|
| Tony F. Gonzalez | 4718 Green Trail Dr.<br>Houston, TX 77084 | (832) 731-1671 | 50 % |
| Jose A. Alvarenga | 7983 Buller Rd.<br>Brookshire, TX 77423 | (832) 731-1673 | 50 % |

3. If the Bidder is *other than a partnership, LLC or corporation*:

a. Describe the organization: N/A

b. List all principals of the organization:

| *Name* | *Address* | *Telephone* | *Title* |
|---|---|---|---|
| | N/A | | |

c. Date and manner of the organization's formation:

N/A

4. How long has the Bidder done business under its present name and at its present address?
8 Years

a. Under what other or former names and addresses has the Bidder operated in the past five years?

*Name:* JTR Constructors, Inc.

*Address:* 4718 Green Trail Dr., Houston, TX 77084

*Years:* 15 Years

b. Has the Bidder ever defaulted, declared bankruptcy, or undergone reorganization procedures?

_____Yes _X_No

If "yes", attach details: list of creditors, amounts owed each, amounts repaid, resolution of proceedings, etc.

c. Has a predecessor of the Bidder defaulted, declared bankruptcy, or undergone reorganization procedures?

_____Yes _X_No

If "yes", attach details, as above.

d. Does the Bidder presently have outstanding claims pending against it?

_____Yes _X_No

If "yes", attach details, as above.

e. Has the Bidder been involved in litigation within the past five years, or is it currently involved in litigation?

_____Yes _X_No

If "yes", attach details, as above.

f. Has an officer or principal of the Bidder ever engaged in any of the activities or had claims against it, him or her as described in this Part B?

_____Yes _X_No

If "yes", attach details, as above.

5. Has Bidder ever changed its name, changed its form of organization or merged?

_____Yes _X_No

If "yes," attach a detailed description of any name changes, changes in entity form or mergers, including documentary proof that any surviving entity succeeded to all liabilities of the pre-existing entities.

C. SIMILAR WORK. (Note: "similar work" is defined above.)

1. How many years experience in "similar work" has the Bidder had?

   a. As a general contractor: 23 years

   b. As a subcontractor: N/A years

2. Has the Bidder ever failed to complete a contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract (in excess of 1% of total contract payments), or refused to enter into contract for work awarded to it?

   _____Yes X No

   If "yes", attach details: (a) name of project, (b) contract amount, (c) type of work, (d) name and addresses of: (I) project engineer, (ii) contractor, and (iii) owner, (e) when, (f) where, and (g) why.

3. Attached is a "Project Sheet" (form attached) for each of the Bidder's five most-recently commenced projects for "similar work" (including any projects for which a contract was awarded but the work was not started).

4. Bidder's Surety

   *Name and address of surety company:* Hartford Fire Insurance Company
   19450 State Hwy 249, Ste. 400
   Houston, TX 77070

   *Authorized to do surety bonds in Texas?* Yes

   *Maximum amount of bond authorized to issue:* $10,000,000 +

D. CERTIFICATION. The Bidder certifies, under oath, that all information contained in or attached to this Statement is current, correct, and complete. Any person, depository, agency, or other entity named in the Statement or attachments is authorized to supply Owner or its representative with any information necessary to verify information from this Statement.

JTR Constructors, Inc.
*(print or type bidder's name)*

By: *(authorized signature)* _____,

Name: Tony F. Gonzalez Title: President.

Date: November 20, 2019.

**STATE OF TEXAS §**

**COUNTY OF HARRIS §**

**SWORN TO AND SUBSCRIBED before me on the** 20th **day of** November, 2019.

**(SEAL)**

MARIA T. HUERTA
Notary Public, State of Texas
Comm. Expires 03-27-2022
Notary ID 12414877-9

**Notary Public My Commission Expires:** 03/27/2022

**QUALIFICATION STATEMENT**

**"PROJECT SHEET" No. 1**

(For: JTR Constructors, Inc., Bidder)

*Name of project:* Wastewater Treatment Plant Improvements

*Type of work:* WWTP Improvements

*Location (city, county, state):* Houston, Harris County, Texas

*Bidder's compensation:* $ 2,266,534.24

*Required completion date:* September 2017

*Date completed:* September 2017

*Name and address and telephone of project engineer or architect:* Van De Wiele & Vogler, Inc. 2925 Briarpark Dr., Ste 275 Houston, TX 77042 (713)782-0042

*Name, address, and telephone of owner:* Renn Road M.U.D. C/O Van De Wiele & Vogler, Inc.

*Owner's principal project representative (name):* Norman F. Scholes, P.E. (Engineer)

*Was Bidder declared to be in default by the owner or the surety?* _____ *Yes* X *No*

**"PROJECT SHEET" No. 2**

(For: JTR Constructors, Inc., Bidder)

*Name of project:* Cotton Bayou Wastewater Treatment Plant Rehabilitation

*Type of work:* WWTP Rehabilitation

*Location (city, county, state):* Mont Belvieu, Chambers County, Texas

*Bidder's compensation:* $4,039,750

*Required completion date:* September 2017

*Date completed:* September 2017

*Name and address and telephone of project engineer or architect:* Klotz Associates, Inc.
1160 Dairy Ashford Rd., Ste. 500
Houston, TX 77079
(281) 589-7257

*Name, address, and telephone of owner:* City of Mount Belvieu
11607 Eagle Drive Mont
Belvieu, Texas 77580
(281) 576-2213

*Owner's principal project representative (name):* Monica Stiggins, P.E. (Engineer)

*Was Bidder declared to be in default by the owner or the surety?* ____ *Yes* X *No*

**"PROJECT SHEET" No. 3**

(For: JTR Constructors, Inc., Bidder)

*Name of project:* Blackhawk WWTP Rehabilitation Package B: Headworks

*Type of work:* WWTP Rehabilitation

*Location (city, county, state):* Friendswood, Harris County, Texas

*Bidder's compensation:* $1,922,100.00

*Required completion date:* August 2016

*Date completed:* August 2016

*Name and address and telephone of project engineer or architect:* Klotz Associates, Inc.
1160 Dairy Ashford Rd., Ste. 500
Houston, TX 77079
(281) 589-7257

*Name, address, and telephone of owner:* Gulf Coast Waste Disposal Authority
910 Bay Area Blvd.
Houston, TX 77058
(281) 488-4115

*Owner's principal project representative (name):* Monica Stiggins, P. E. (Engineer)

*Was Bidder declared to be in default by the owner or the surety?* ____ *Yes* X *No*

**QUALIFICATION STATEMENT**

**"PROJECT SHEET" No. 4**

(For: JTR Constructors, Inc., Bidder)

*Name of project:* Non-Potable Water Reclamation Facility Phase One

*Type of work:* WWTF Reclamation

*Location (city, county, state):* Richmond, Fort Bend County, Texas

*Bidder's compensation:* $ 922,200.00

*Required completion date:* March 2015

*Date completed:* March 2015

*Name and address and telephone of project engineer or architect:* Kelly R. Kaluza & Associates
3014 Avenue I,
Rosenberg, TX 77471
(281) 341-0808

*Name, address, and telephone of owner:* City of Richmond
402 Morton Street
Richmond, Texas 77469
(281) 342-5456

*Owner's principal project representative (name):* Matthew B. Breazeeale, P. E.

*Was Bidder declared to be in default by the owner or the surety?* _____ *Yes* X *No*

**QUALIFICATION STATEMENT**

**"PROJECT SHEET" No. 5**

(For: JTR Constructors, Inc., Bidder)

*Name of project:* Barry Rose WWTP Rehabilitation

*Type of work:* WWTP Rehabilitation

*Location (city, county, state):* Pearland, Brazoria County, Texas

*Bidder's compensation:* $3,143,020.00

*Required completion date:* June 2013

*Date completed:* June 2013

*Name and address and telephone of project engineer or architect:* Binkley & Barfield, Inc.
1710 Seamist Dr.
Houston, TX 77008
(713) 869-3433

*Name, address, and telephone of owner:* City of Pearland
3519 Liberty Dr.
Pearland, TX 77581
(281) 652-1600

*Owner's principal project representative (name):* Carlos Quintero, P. E.

*Was Bidder declared to be in default by the owner or the surety?* _____ *Yes* X *No*

# AGENDA MEMO

Business of the City Council
City of West University Place, Texas

| | | | |
|---|---|---|---|
| **Meeting Date** | 02.10.20 | **Agenda Item** | 11 |
| **Approved by City Manager** | Yes | **Presenter(s)** | G. Barrera, Director |
| **Reviewed by City Attorney** | Yes | **Department** | Public Works |
| **Subject** | City-wide Speed and Safety Study | | |
| **Attachments** | Professional Services Contract | | |
| **Financial Information** | Expenditure Required: | | $70,000.00 |
| | Amount Budgeted: | | $150,0000 ($75,000 study and $75,000 implementation) |
| | Account Number: | | 340-7000-85010 |
| | Additional Appropriation Required: | | N/A |
| | Additional Account Number: | | N/A |

## Executive Summary

Based upon Council direction from the September 23, 2019 workshop, the 2020 Budget includes funds to perform a City-wide Speed and Safety Study to evaluate the City's speed limit, which currently follows the minimum speed limit allowed under State law.

The City's traffic engineer will conduct a city-wide speed and safety study that will utilize procedures and guidelines included in the Texas Department of Transportation documents titled "Procedures for Establishing Speed Zones." Based upon the results of the speed and safety study, staff may be recommending changes to the City's prima facie speed limit of 30 MPH, as well as, other safety improvements.

The scope of services for the study will include four key tasks:

- **Task 1 – Data Collection** –
  - Duration – 4 months
- **Task 2 – Assessment for Baseline Conditions & Detailed Safety Study** –
  - Duration: 3 months
- **Task 3 – Recommendations & Safety Toolbox Development** –
  - Duration: 2 months
- **Task 4 – Implementation Strategies and Final Report** –
  - Duration: 2 months

Upon the completion of Task 1 and 2, staff will schedule a follow-up workshop with Council to present the results and receive further direction.

**Recommended Action**

Staff recommends that City Council:

1. Award the contract to Traffic Engineers, Inc. in the amount not to exceed $70,000 to complete the city-wide speed and safety study; and
2. Authorize the City Manager to execute the contract.

# The City of West University Place

**PROFESSIONAL SERVICES AGREEMENT**
Revised 12/13/2019

This Professional Services Agreement (Contract) is made between the City of West University Place, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

I. Summary of Contract Terms
II. Signatures
III. Standard Contractual Provisions
IV. Special Terms and Conditions
V. Additional Contract Documents

***I. Summary of Contract Terms.***

**Contractor:** Traffic Engineers, Inc (TEI)

Description of Services/Scope of Work: City-wide speed and safety study
Base Contract Price: $63,828 (with a not-to-exceed amount of $70,000)

Length of Contract: 180 Days

Repairs/Additional Work in addition to Base Contract Price: ***Any additions to the Scope of Work must be submitted in writing and approved by the City via Addendum.***

Effective Date: _____

Termination Date: _____

Renewal: ***As per written agreement only***

***II. Signatures.*** By signing below, the parties agree to the terms of this Contract:

**CITY OF WEST UNIVERSITY PLACE:*** **CONTRACTOR:**

_____ By: _____

Signed by: Date: _____ Title: _____
___ City Manager or
___ Department Head Date: _____
___ Division Head

*Contract Signature Authority: Division Head -$2,999 or less
Department Head - $3,000 to $14,999
City Manager - $15,000 to $49,999
As approved by City Council $50,000 and greater

Attest: City Secretary

_____

***III. Standard Contractual Provision.***

A. Definitions.

*Contract* means this Professional Services Agreement.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience*. The City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default*. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding*. If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. **Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas**.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor 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.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in accordance with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

## *IV. Special Terms or Conditions*.

A. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City Council before the contract may be signed, or has a value of at least $1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or

otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section IV B applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship.

C. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Contract neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

***V. Additional Contract Documents***. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision does not apply to this contract.

A. Contractor's Additional Contract Documents:

1. _____

B. City's Additional Contract Documents:

**END OF DOCUMENT**

TEI TRAFFIC ENGINEERS, INC.
INNOVATIVE TRANSPORTATION SOLUTIONS

801 Congress, Suite 325
Houston, TX 77002

Voice (713) 270-8145
www.trafficengineers.com

Texas Registration Number F-003158

January 8, 2020

Gerardo Barrera
Director of Public Works
City of West University Place
3826 Amherst Street
West University Place, TX 77005

RE: Proposal for West University Place Speed and Safety Study

Dear Mr. Barrera:

Traffic Engineers, Inc. (TEI) is pleased to provide this proposal for engineering services for the City of West University Place. This proposal is for conducing the city-wide West University Place Speed and Safety Study.

The purpose of this study is to assess safety and existing speed limits on roadways within the City of West University Place (City). This study will assess the existing city-wide speed limits for all roadways within the city limits. For most roadways within the city, the existing city-wide speed limit is dictated by the State of Texas prima facie speed. Citizens have expressed concern that the prima facie speed of 30 mph is unreasonable and unsafe for the City of West University Place. This report will evaluate existing speed limits and provide recommendations to revise the prima facie speed limit within the City, if warranted. The study will utilize the procedures and guidelines included within the Texas Department of Transportation (TxDOT) document *Procedures for Establishing Speed Zones, revised August 2015*. Recommendations from this study will be in compliance of Section 545.356 of the *Texas Transportation Code*, Subchapter H.

This study will also identify opportunities for safety improvements within the City and provide specific transportation recommendations focused on improving the overall safety for all residents. A toolbox of design ideas and implementation strategies specifically developed for the City will be developed.

This scope of services includes four key tasks:

- Task 1: Data Collection
- Task 2: Assessment of Baseline Conditions & Detailed Safety Study
- Task 3: Recommendations & Safety Toolbox Development
- Task 4: Implementation Strategies & Final Report

## Task 1: Data Collection

### *1.1 Vehicular Counts*

For this study, it is assumed all vehicular speed and volume counts will be collected by the City. TEI will work with the City on procedures for collecting data, including the timing of data collection and specific locations to be collected. The City has a significant amount of historical vehicular volume and speed data. Historical counts from 2016 forward will be used for this analysis. Historical counts older than 2016 will not be used.

Guidelines for data collection included within the *Procedures for Establishing Speed Zones* document will be followed. These procedures include guidelines on the selection of count locations and data necessary for any modifications to existing speed limits. Based on a preliminary analysis of projected count locations, the following number of locations will be counted by the City for this task:

- Approximately 40 locations along arterials and collectors
- Approximately 80 locations along local streets

City staff will administer all counters and provide all outputs to TEI in an Excel format.

### *1.2 Additional Data Collection*

TEI will collect existing available data to support this study from the City of West University Place, City of Houston, METRO, TxDOT, and other agencies with relevant transportation data.

- All crash reports for crashes occurring between 2015-2019 within the City will be collected from the City of West University Place Police Department.
- Crash data will be collected from the TxDOT CRIS database for 2015-2019 to assess historical crash trends for areas bordering the City limits.
- TEI will request data on how students get to and from school from each area school.
- Vehicular traffic volume and speed data from outside the City will be collected from the City of Houston GIMS online portal.
- TEI will request recent bus boarding and alighting data from METRO for the bus routes that travel within the City.
- Land use data will be collected from Harris County Appraisal District.
- Data collection will also include field visits by the study team to observe roadway operations.

### *1.3 GIS Basemap Creation and Development*

The City has a vast amount of data that will be used in this study that is currently in varying formats and software programs. TEI will work with the City to convert the data into GIS shapefiles related to the following items:

- Existing stop sign locations
- Existing all-way stop locations
- Existing signalized locations
- Existing sign locations for all speed limit related signs

Any in-field data collection for the items listed above will be conducted by City staff.

### Task 1 Deliverables

- GIS shapefiles
- GIS basemap to be used for recommendations and report development

### Task 1 Duration

- 3.5 months

## Task 2: Assessment of Baseline Conditions & Detailed Safety Assessment

*2.1 Data Assessment*

All collected data will be summarized on comprehensive maps and figures that depict:

- Motor vehicular speeds and volumes at all collection locations
- Trends in speeds across the City
- Existing intersection control throughout the City
- Crash location map
- Crash density map
- Land use map
- Maps summarizing observations of key pedestrian areas and walking paths
- Summary of school operations for West University Elementary focused on drop off and pick up trends

All maps, figures, tables, and key insights from this task will be summarized and compiled into a Fact Book. The Fact Book will be developed in a format that is map and figure driven with text focused around key insights and summary.

Guidelines included within the TxDOT document *Procedures for Establishing Speed Zones* will be followed throughout the data assessment tasks of this study. This document includes guidelines on how to evaluate speed data to inform the setting of speed limits.

*2.2 Review of Upcoming Projects*

TEI will review and assess planned and proposed projects slated to occur within or near the City to assess opportunities for partnership and project improvements and enhancements that will meet the overall objective of this study to improve safety within the City.

*2.3 Safety Assessment*

TEI will conduct a detailed safety assessment for the study area by mapping all collected crashes from 2015-2018. Crash density will be developed based on all mapped crashes within GIS. The crash data will be used to determine crash rates and identify hotspots. Crash data will be reviewed and synthesized to identify trends and commonalities. This safety assessment will inform the development of recommendations.

Special attention in the crash assessment will be paid to all crashes where speeding is a contributing factor. Crashes with speeding as a contributing factor will be mapped to assess any trends and commonalities.

All crash data will be summarized and synthesized in maps and summary tables to be included within the Fact Book.

### *2.4 Workshop with Staff*

Once a draft Fact Book is compiled it will be presented to the client in a workshop with City staff to review collected findings. TEI and City staff will review the data and discuss how the data findings track with the knowledge and experiences of staff members. The workshop will be an opportunity for TEI to refine data findings to better define opportunities and recommendations.

TEI will develop and print all materials for the workshop with City staff. After the staff member workshop, TEI will refine the Fact Book to include additional information and address comments. A path forward for defining opportunities and recommendations will be developed as part of this subtask.

### *2.5 Workshop with City Council*

TEI will attend (one) workshop with City Council to present and review findings from Task 2 and discuss the process for the development of study recommendations. TEI will modify the Fact Book, as needed, based on input from City Council. TEI will develop all materials for the Council Member workshop. City staff will print any materials for the City Council workshop to be supplied to Council Members.

### Task 2 Deliverables

- The Fact Book
    - The Fact Book will be developed in a format that is map and figure driven with text focused around key insights and summary.
- Workshop materials for both the staff member workshop and City Council Member workshop

### Task 2 Duration

- 3 months

## Task 3: Recommendations & Safety Toolbox

### *3.1 Opportunities & Recommendations*

Outputs from Task 2 will be synthesized to highlight key opportunities to improve safety within the City. Opportunities will be reviewed and compiled into draft recommendations. TEI will develop a list of draft recommendations that are focused on improving safety for all residents.

Recommendations focused on speed limit changes will be reviewed in detail with City staff. If speed limit changes are recommended for any roadway within the City, TEI will develop a signage plan to ensure all posted speed limit signage is in compliance with speed limit recommendations

Any recommendations on speed limit changes will be made in accordance the TxDOT document *Procedures for Establishing Speed Zones* and in compliance of Section 545.356 of the Texas Transportation Code, Subchapter H.

### *3.2 Toolbox Development*

TEI will develop a Toolbox that can be utilized to implement recommendations from Task 3.1. This Toolbox will be developed with an eye to the future so that it can also be a resource for the City as new issues and safety concerns arise.

Toolbox items could include (but are not limited to):

- Traffic calming methods relevant to the City and guidelines/criteria for implementation
- Intersection geometry enhancements to reduce speeds and increase safety
- Sight visibility criteria, based on the previously completed *Sight Distance Inventory*
- Improvements to the pedestrian realm and pedestrian crossings
- Data collection procedures for the City

The draft Toolbox will be developed in a format that is map and figure driven with text focused around key insights, specific guidelines, and summary text.

### *3.3 Workshop with Staff*

TEI will present the draft Toolbox to the client to receive feedback within a workshop format with City staff. The workshop will be an opportunity for TEI to refine recommendations and items included within the Toolbox. TEI will address refinements and comments in line with this scope.

TEI will develop and print all materials for the workshop with City staff.

**Task 3 Deliverables**

- Draft Recommendations
    - Including signage plan if speed limit changes are warranted
- Draft Toolbox
- Workshop materials

**Task 3 Duration**

- 2 months

## Task 4: Implementation Strategies & Final Report

### *4.1 Cost Estimates & Implementation Strategies*

Cost estimates will be developed for all Recommendations. If speed limit changes are recommended, cost estimates will include the estimated cost of implementing the speed and signage plan developed in Task 3.1. Implementation strategies will be developed for any recommendations related to speed limit changes. Implementation strategies would include how to implement the signage plan and recommended procedures for informing the public of new speed limits. TEI will not conduct any public engagement as part of this study.

General planning level cost estimates will be developed for Toolbox items developed in Task 3.2. The goal of cost estimates developed for Toolbox items is to provide general guidance on probable costs to inform the City for when Toolbox items are implemented in the future.

### *4.2 Speed Study Technical Report*

The Speed Study Technical Report will be developed in accordance with the TxDOT document *Procedures for Establishing Speed Zones.* The technical report will include, in detail, all procedures

followed during the study. If speed limit changes are recommended for the City, they will be detailed within this report. The technical report will include any speed and signage plan revisions needed along with cost estimates and implementation strategies developed as part of this study.

The Speed Study Technical Report will be submitted to the City to be evaluated by City staff and City Council. TEI will attend a maximum of one City Council workshop related to the assessment of the Speed Study Technical Report. TEI will attend the City Council meeting that will assess the final Speed Study Technical Report. City staff will develop and print any material for the City Council workshop and City Council meeting related to submittal of the technical report.

TEI will supply the final Speed Study Technical Report in PDF format along with three printed and bound copies to City staff.

### *4.3 Speed and Safety Study Final Report*

All data findings, insights, recommendations, and cost estimates will be compiled into an easy to use Speed and Safety Study Final Report that will be developed in a format that consists primarily of maps and figures with text focused around key insights, specific guidelines, and summary text. This document will include the Fact Book, all recommendations, the Toolbox, and cost estimates. The Technical Report (Task 4.2) will be included as an Appendix.

TEI will supply the Final Report document in PDF format along with three printed and bound copies.

**Task 4 Deliverables**

- Speed Study Technical Report
- Speed and Safety Study Final Report

**Task 4 Duration**

- 2 months

## SCHEDULE AND FEE

**Attachment A** includes an estimated schedule for this study, including timing for each task. The schedule assumes a notice-to-proceed of February 10, 2020. Final study schedule will be adjusted based on actual date of notice-to-proceed.

Based on our estimate of hours required to complete the items documented in the Scope of Services (**Attachment B**), our proposed fee is summarized below. Compensation is proposed on a lump sum basis, billed by percent complete monthly by task, and is itemized by task in the table below.

| Task | Fee |
|---|---|
| Task 1: Data Collection | $10,446.00 |
| Task 2: Assessment of Baseline Conditions & Detailed Safety Study | $20,058.00 |
| Task 3: Recommendations & Safety Toolbox Development | $19,008.00 |
| Task 4: Implementation Strategies & Final Report | $14,316.00 |
| **Total** | **$63,828.00** |

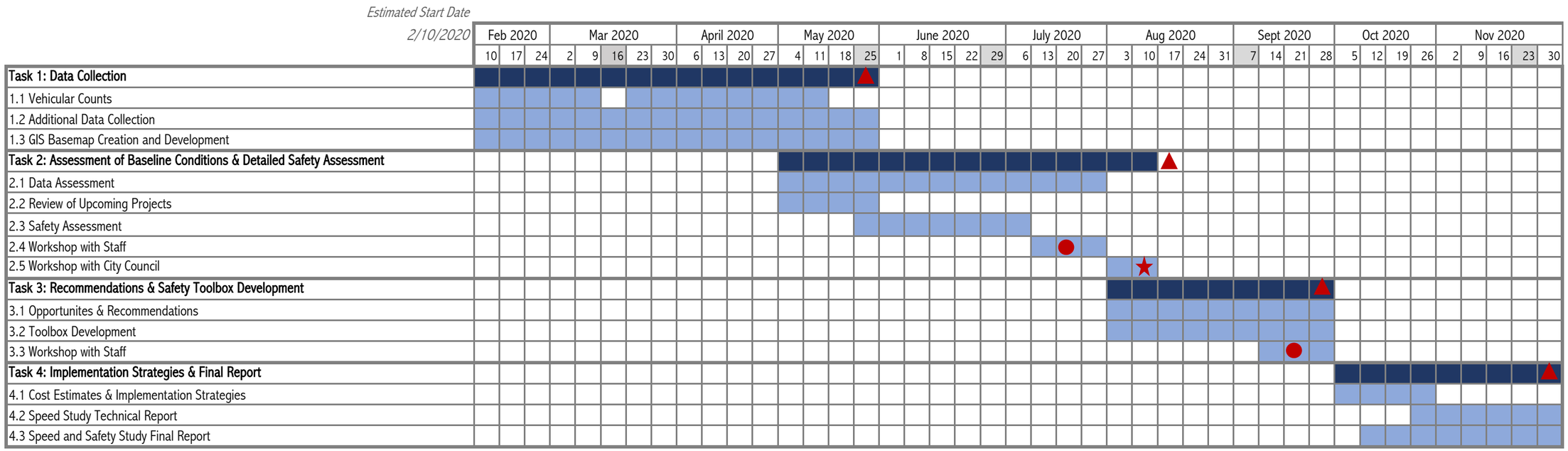
This proposal is valid for 45 day from the date of this letter. If you have any questions, or need additional information, please e-mail me at eleni@trafficengineers.com or call me at (281) 606-0307.

Sincerely,

Eleni Pappas, PE
Principal

Attachement A

# West University Place Speed & Safety Study




**LEGEND**

Task Deliverables ▲

Staff Workshop ●

Council Workshop ★

ENGINEER NAME
**TRAFFIC ENGINEERS, INC.**

## ATTACHMENT B
**COST SPREADSHEET**
SUMMARY OF MANHOURS BY CLASSIFICATION
AND MAJOR TASK ANALYSIS

**City of West University Place Speed and Safety Study**

| DESCRIPTION OF WORK TASK** | SENIOR PRINCIPAL *COST/HR* | PRINCIPAL *COST/HR* | PRINCIPAL ASSOCIATE *COST/HR* | SENIOR ASSOCIATE *COST/HR* | ASSOCIATE *COST/HR* | TOTAL HOURS PER TASK | Subconsultant | COST PER TASK |
|---|---|---|---|---|---|---|---|---|
| Hourly Billing Rates | $315.00 | $210.00 | $168.00 | $126.00 | $111.00 | | | |
| Task 1: Data Collection | 2 | 16 | 0 | 16 | 40 | 74 | | $10,446.00 |
| Task 2: Assessment of Baseline Conditions & Detailed Safety Study | 2 | 24 | 16 | 40 | 60 | 142 | | $20,058.00 |
| Task 3: Recommendations & Safety Toolbox Development | 4 | 24 | 12 | 32 | 60 | 132 | | $19,008.00 |
| Task 4: Implementation Strategies & Final Report | 4 | 16 | 8 | 24 | 48 | 100 | | $14,316.00 |
| **Hours Total** | 12 | 80 | 36 | 112 | 208 | 448 | | |
| PERCENT OF TOTAL HOURS | 2.68% | 17.86% | 8.04% | 25.00% | 46.43% | 100.00% | | |
| | | | | | | | **Total Cost** | **$63,828.00** |

# The City of West University Place

*A Neighborhood City*

**CITY COUNCIL**
Bob Higley, Mayor
Kevin Trautner, Mayor Pro Tem
John P. Barnes, Councilmember
Lauri Lankford, Councilmember
Ed Sobash, Councilmember

**STAFF**
David J. Beach, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

# CITY COUNCIL ACTION MINUTES

The City Council of the City of West University Place, Texas, met on **Monday, January 27, 2020**, in the Municipal Building, 3800 University, West University Place.

---

Mayor Higley called the meeting to order at 5:00 p.m. All Council present. City Manager Beach, City Secretary Gilliam, and City Attorney Petrov were also present.

Immediately after the meeting was called to order, Mayor Pro Tem Trautner moved to convene into Executive Session per Section 551 of the Texas Government Code. Councilmember Sobash seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash
**Noes:** None
**Absent:** None

**1. <u>Executive Session</u>**
Notice was given that City Council would convene into executive session in accordance with the following provision of Chapter 551 of the Texas Government Code:

**Section 551.071** (Consultation with outside legal counsel regarding review of zoning and land use process).

**2. <u>Adjourn Executive Session</u>**
Mayor Higley adjourned the executive session at approximately 6:00 p.m.

**Workshop (6:00 p.m. in the Bill Watson Conference Room)**

**3. <u>Call to Order</u>**
Mayor Higley called the workshop to order at approximately 6:00p.m. Council and Staff in attendance: Mayor Pro Tem Trautner, Councilmembers Barnes, Lankford and Sobash, City Manager Beach, City Secretary Gilliam, Public Works Director Barrera, Building Official Clay Chew, and Police Chief Walker

**4. <u>Bees</u>**
Matters related to bees. *Recommended Action: Discuss and provide staff direction if desired.* ***Mr. Gerardo Barrera, Public Works Director***

Public Works Director Barrera outlined two options for Council to consider for the proposed ordinance that will come before Council at its February 10, 2020, meeting on first reading.

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After discussion with staff, Council agreed that an ordinance styled after Austin, Texas will be sufficient and that the ordinance should include a requirement that will necessitate a beekeeper to register with the City and to get a written consent from the neighbor upon whose property line the beehive will abut if it comes within 10 feet of said property. In addition, there will be a requirement for a form for the neighbor to rescind the consent if it becomes necessary.

*The audio of the workshop in its entirety is on the City's website or a copy of the audio can be obtained from the City Secretary.*

**5. Adjourn Workshop**

With no further discussion, Mayor Higley adjourned the Workshop at 6:25 p.m.

**Regular Meeting (6:30 PM in the Council Chambers)**

**6. Regular Meeting Called to Order**

Mayor Higley called the regular meeting to order at 6:30 p.m. Council and Staff in attendance: Mayor Pro Tem Trautner, Councilmembers Barnes, Lankford and Sobash, City Manager Beach, City Attorney Petrov, City Secretary Gilliam, IT Director Dang, Public Works Director Barrera, Police Chief Walker, Support Services Sergeant Ly, Fire Chief Taylor, and Building Official Chew

Also present were Chair of the Zoning and Planning Commission Richard Wilson, David Beard with Kendig Keast Collaborative, and Marcus Deitz with Orrick, Herrington & Sutcliffe LLP.

**7. Pledge of Allegiance**

Councilmember Lankford Led the Pledge of Allegiance.

**8. Public Comments**

This was an opportunity for citizens to speak to Council relating to agenda and non-agenda items.

Donna Field, 3132 Nottingham, spoke regarding the subdivision ordinance. She said the language in the ordinance is difficult to read and she wanted clarification on the content, which council and staff provided.

Alida Drewes, 6112 Fordham, spoke on several topics including fire hydrants, sidewalks, communication equipment, hazardous chemicals, and a dog park.

**9. Subdivision Ordinance**

Matters related to an ordinance amending Chapter 74 of the Code of Ordinances relating to subdivisions. *Recommended Action: Approve ordinance on the first of two readings.* ***Mr. Gerardo Barrera, Public Works Director and Mr. Richard Wilson, ZPC Chair***

Mr. David Beard with Kendig Keast Collaborative presented and stated that his company was instrumental in the rewrite of Chapter 74. He said the main purpose of the rewrite was to make the Chapter more intuitive and take things that were duplicative and conflicting and put them in other areas of the Code to prevent overlaps. He said the biggest addition to the Chapter is the enforcement and remedy section.

Following a short presentation and a period of questions and answers, Council and staff agreed that some of the sections need revising for clarification. Staff will collaborate with Mr. Baird, make the

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necessary revisions, and, if the ordinance is ready, bring it back before Council for the first of two readings at the next meeting.

Mr. Baird stated that the revisions are not too complicated so it should not be a problem to have the ordinance ready for the February 10 meeting.

**10. <u>Weeds/Property Condition</u>**

Matters related to an ordinance regarding weeds/property conditions. *Recommended Action: Approve ordinance on the first of two readings.* ***Mr. Gerardo Barrera, Public Works Director and Mr. Richard Wilson, Chair***

Mr. Richard Wilson, Chair of the ZPC, presented and stated that the proposed revisions to the ordinance is the work product of efforts by Kendig Keast Collaborative, the Zoning and Planning Commission, comments made at meetings during public comments, and the existing ordinance.

Mr. Wilson said revisions to this ordinance came about due to enforcement issues. He said the revisions allow staff to be able to do their jobs and provide residents with notice of issues before enforcement activity escalates.

Mr. Wilson noted that at the bottom of Page 4, in Section 42-50 (b), the strikethrough on "uncultivated" is an error. He said "uncultivated" is intended to remain in the final ordinance.

Councilmember Lankford stated that Section 42-49 (b)(1) and (b)(2) both state "section" but should state "article."

Mayor Pro Tem Trautner moved to approve the ordinance relating to weeds subject to the minor amendments that were mentioned. Councilmember Barnes seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash
**Noes:** None
**Absent:** None

**11. <u>Bond Counsel Selection</u>**

Matters related to approval of the City's Bond Counsel. *Recommended Action: Approve resolution awarding bond counsel services to Orrick, Herrington & Sutcliffe LLP and authorize the city manager to execute the contract.* ***Mr. Harrison Nicholson, Treasurer***

Mayor Pro Tem Trautner moved to approve a resolution awarding bond counsel services to Orrick, Herrington & Sutcliffe LLP and authorize the city manager to execute the contract. Councilmember Barnes seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash
**Noes:** None
**Absent:** None

**12. <u>Direct Link Alarm Monitoring Update</u>**

Matters related to a presentation regarding Direct Link. *Recommended Action: None - informational only.* ***Mr. Ken Walker, Police Chief and Ms. Jessica Ly, Sergeant, Support Services***

Chief Walker and Sergeant Ly provided an update on Direct Link. Chief Walker noted that the City is one of the few cities in Texas that the legislature has allowed to operate an alarm monitoring service.

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He said there are other companies that currently allow services the City does not, so the City has added services to compete.

Sergeant Ly said in order to compete, the City has added the convenience of an "app" that will alarm and disarm the alarm as well as allow for video monitoring.

**13. Consent Agenda**

All Consent Agenda items listed were routine and enacted by one motion. There was no separate discussion.

**A. City Council Minutes**

Approve the City Council Workshop Minutes of January 13, 2020.

**B. Purchase of Fire Truck**

Matters related to the purchase of fire truck. *Recommended Action: Approve purchase of the pumper truck and authorize the city manager to execute the contract.* ***Mr. Aaron Taylor, Fire***

**C. Purchase of Vehicles**

Matters related to the purchase of vehicles. *Recommended Action: Approve purchase of vehicles and authorize the city manager to execute the contract.* ***Mr. Gerardo Barrera, Public Works Director***

**D. Computer-Aided Dispatch Software**

Matters related to a contract to upgrade the Computer Aided Dispatch system. *Recommended Action: Approve the award of a contract upgrade the City's CAD system and authorize the city manager to execute the contract.* ***Mr. Tim Dang, IT Director***

**E. Quarterly Investment Report**

Matters related to quarterly investment report. *Recommended Action: Accept report.* ***Mr. Harrison Nicholson, Treasurer***

**F. Harris County Interlocal Agreement**

Matters related to an Interlocal Agreement with Harris County for donated electronic accountability devices. *Recommended Action: Approve Interlocal Agreement with Harris County for donated electronic accountability devices.* ***Aaron Taylor, Fire Chief***

Councilmember Sobash moved to approve the Consent Agenda as presented. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash
**Noes:** None
**Absent:** None

**14. Adjourn Regular Meeting**

With no other matter before council, the meeting will adjourn.

With no other business before Council, Councilmember Lankford moved to adjourn the meeting 7:30 p.m. Councilmember Sobash seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash
**Noes:** None
**Absent:** None

DRAFT

*A complete audio of this City Council meeting is available on the City's website or contact the City Secretary's office for a copy.*

Prepared by: City Secretary Thelma A. Gilliam

Approved by City Council on: _____

DRAFT

# AGENDA MEMO

Business of the City Council
City of West University Place, Texas

| | | | |
|---|---|---|---|
| **Meeting Date** | 02.10.20 | **Agenda Item** | 12B |
| **Approved by City Manager** | Yes | **Presenter(s)** | G. Barrera, Director<br>Richard Wilson, ZPC Chair |
| **Reviewed by City Attorney** | Yes | **Department** | Public Works |
| **Subject** | Weeds/Property Condition | | |
| **Attachments** | Ordinance Amending Chapter 42 of the Code, Article III-Condition of Private Property | | |
| **Financial Information** | Expenditure Required: | | N/A |
| | Amount Budgeted: | | N/A |
| | Account Number: | | 000-0000-00000 |
| | Additional Appropriation Required: | | N/A |
| | Additional Account Number: | | N/A |

## Executive Summary

Staff identified areas of the City's Code of Ordinances (the Code) where updates and/or clarifications were necessary. With the assistance of Kendig Keast Collaborative (KKC), staff revised the ordinance language that reflects current industry standards and that are comparable to neighboring municipalities. The updated property maintenance regulations reflect current State law, as well as added language that controls or prohibits the planting of invasive species.

Amendments to this Chapter of the Code allow for a more comprehensive approach to property conditions in an effort to attain compliance. At the November 14, 2019 Zoning and Planning Commission meeting, the ZPC voted unanimously to accept the proposed changes to the Ordinance and present to City Council for final approval.

Staff has incorporated the changes per Council's direction at their January 27, 2020 meeting.

## Recommended Action

The Zoning and Planning Commission and staff recommend that City Council approve the amendment to Chapter 42, Article III – Condition of Private Property on second and final reading of the ordinance.

City of West University Place
Harris County, Texas

# ORDINANCE NO. XXXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; AMENDING CHAPTER 42, ARTICLE III, CONDITION OF PRIVATE PROPERTY, SECTIONS 42-46 THROUGH 42-51 OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, TO REVISE THE CRITERIA FOR CONDITIONS OF PRIVATE PROPERTY (HIGH GRASS AND WEEDS, STAGNANT WATER, ETC.) WITHIN THE CITY AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, THAT:**

**Section 1**. Chapter 42, Article III, Condition of Private Property, Sections 42-46 through Section 42-51 of the Code of Ordinances, of the City of West University Place, Texas is amended by the repeal of the existing Article III, Sections 42-46 through 42-51 and the adoption of a new Article III, Section 42-46 through 42-50 to read as set out in Appendix A, attached hereto. All other portions of Chapter 42 of the Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 2**. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 3**. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

**Section 4**. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

**Section 5**. This Ordinance takes effect immediately upon its passage and adoption on second reading.

**PASSED, APPROVED AND ADOPTED ON FIRST READING** on the ____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED ON SECOND READING, AND SIGNED, on the _____ day of _____, 2020.

**Attest:** _____ **Signed:** _____

City Secretary (Seal) Mayor

Recommended: _____

City Manager

Approved as to legal form: _____

City Attorney

Appendix "A"

Amend Chapter 42, Article III. Condition of Private Property by replacing Sections 42-46 through 42-51 in their entirety and replacing with the proposal below:

**ARTICLE III. – CONDITION OF PRIVATE PROPERTY**

**Sec. 42-46. - Definitions**.

(a) **Abate** means to eliminate or remedy by removal, repair, or rehabilitation.

(b) **Brush** means all uncultivated shrubs, bushes, and small trees including yard waste.

(c) **Discarded** means any item of personal property that is allowed to remain in one place outside and exposed to the elements, with no apparent use being made of it. The term "discarded" may include, but is not limited to, motor vehicles or parts of motor vehicles, trailers or parts of trailers, furniture, fixtures, carpets, or debris from any construction, remodeling, or demolition activity.

(d) **Garbage** means decayable waste from a public or private establishment or ~~restaurant~~ residence. The term includes vegetable, animal, and fish offal and animal and fish carcasses, but does not include sewage, body waste, or an industrial by-product. Hazardous waste shall be subject to regulations as contained in Chapter 38 of the Code of Ordinances.

(e) **Premises** means all privately owned property including vacant land.

(f) **Receptacle** means a container that is composed of durable material and designed to prevent the discharge of its contents and to make its contents inaccessible to animals, vermin, or other pests.

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

(h) **Uncultivated** means in a primitive state that is not domesticated or cultivated and is produced by nature.

(i) **Unwholesome** means all stagnant water, filth, carrion, impure matter and any condition liable to produce disease.

(j) **Weed** The term "weed" may include, but is not limited to, uncultivated, invasive vegetative growth which is liable to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests and grasses that are harmful to humans by touch, such as poison ivy, poison oak, and poison sumac.

**Sec. 42-47. - Purpose**.

The regulations of this Article are necessary to ensure that private property is maintained at a level that will not create a public nuisance which may include but is not limited to brush, garbage, weeds, refuse, rubbish, or any unsanitary condition likely to attract rodents and/or disease.

**Sec. 42-48. - Applicability**.

All parcels of property within the municipal limits of the City shall adhere to the regulations of this Article which are consistent with Chapter 342, *Local Regulation of Sanitation*, and Chapter 343, *Abatement of Public Nuisances*, of the State of Texas Health and Safety Code.

**Sec. 42-49. - Regulations**.

(a) **Public Nuisances to be Abated.** The following circumstances are deemed to be a public nuisance and shall be fully abated by the owner of the property:

(1) The existence of an excessive accumulation of weeds that exceed 10 inches in height and remain on site more than seven consecutive days;

(2) Grasses, other than ornamental or decorative grasses, that exceed 10 inches in height and remain on site more than 7 consecutive days;

(3) Any garbage allowed to remain in one place for more than 24 hours and:

(i) Is not located fully within a receptacle and
(ii) Makes the premises unwholesome;

(4) Any brush or rubbish allowed to remain in one place for the greater of ~~more than~~ 72 hours or the number of days until the next scheduled ~~trash~~ yard waste pickup day;

(5) Any stagnant water or unfilled holes on the premise which can retain water and allow it to become stagnant or produce any unwholesome condition on the property for more than seven consecutive days;

(6) The accumulation or storage of any goods or inventory that can be viewed from the public right-of-way and used in connection with any commercial activity, including without limitation building materials;

(7) Any discarded personal property allowed to remain in one place longer than seven consecutive days;

(8) Any item that is spoiled, corroded, broken, or inoperable and allowed to remain in one place longer than seven consecutive days; or

(9) Any spillage of oil or grease from a grease trap or grease or oil containment area and not abated within 72 hours.

(b) **Owner Responsibility.** The owner of the property at issue has a responsibility to fully abate the public nuisance through the owner's privately funded means.

**Sec. 42-50. – Enforcement**.

(a) **Right of Entry**. The Public Works Director or his designee is authorized to inspect any property within the municipal boundaries of the City at any reasonable time provided that the inspection is from the public right-of-way or the inspection is consistent with the requirements of Section 18-23, *Right of Entry*, of the City's Code of Ordinances.

(b) **Violations**.

(1) *Issuance of Citations*. The Public Works Director or his designee is authorized to issue notices or citations for violations of the terms and provisions of this ~~Section~~ Article to the owner or occupant of the property upon which condition exists.

(2) *Procedures and Penalties*. Any violation of this ~~Section~~ Article, and any associated penalties that result from it, shall be dealt with consistent with the requirements of Section 1-7, *General penalties for violations; alternative enforcement*, of the City's Code of Ordinances.

(c) **Municipal Abatement**. Whenever there are conditions in violation of this Article, the Public Works Director or his designee is authorized to abate those conditions by doing work or making improvements upon the property provided that the process of conducting the work is pursuant to

Section 342.006, *Work Improvements by Municipality; Notice*, of the State of Texas Health and Safety Code.

(d) **Municipal Lien**. Pursuant to Section 342.007, *Assessment of Expenses; Lien*, of the State of Texas Health and Safety Code, the City has the right to obtain a lien on the property at issue to recover any costs associated with municipal abatement process as described above in subsection ~~(b)~~ (c).

(e) **Separate Offenses**. Each single violation of any regulation of this Section 42-48, *Regulations*, shall be considered a separate and distinct offense.

(f) **Separate Remedies**. The remedies prescribed by this Section are separate, and the City may avail itself of one or more without precluding any of the others. Under no circumstances will a prosecution for a violation affect the right of the City to pursue abatement, liens, or both.

# AGENDA MEMO

Business of the City Council
City of West University Place, Texas

| | | | |
|---|---|---|---|
| **Meeting Date** | 02.10.20 | **Agenda Item** | 12C |
| **Approved by City Manager** | Yes | **Presenter(s)** | G. Barrera, Director |
| **Reviewed by City Attorney** | N/A | **Department** | Public Works |
| **Subject** | Wastewater Treatment Plan (WWTP) Efficiency Study Acceptance | | |
| **Attachments** | None | | |
| **Financial Information** | Expenditure Required: | | N/A |
| | Amount Budgeted: | | N/A |
| | Account Number: | | 000-0000-00000 |
| | Additional Appropriation Required: | | N/A |
| | Additional Account Number: | | N/A |

## Executive Summary

Following the February 10, 2020 Workshop with Kimley-Horn, this item is to accept the efficiency study as presented.

## Recommended Action

Staff recommends that City Council accept the WWTP Efficiency Study.