



# 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, March 9, 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. **Update on Compensation Study & Discussion on Communication Expectations**  
Matters related to the upcoming compensation study and discussion on citywide communications, etc. *Recommended Action: Discuss and provide staff direction if desired. Mr. Dave Beach, City Manager and Mr. James Urban, Human Resources 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 the 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. Pavement Lifting**

Matters related to approving a contract to perform soil stabilization and pavement lifting. *Recommended Action: Discuss and Approve contract. Mr. Gerardo Barrera, Public Works Director* [see Agenda Memo 7]

**8. Memorial Day Holiday**

Matters related to changing the meeting date of May 25 due to Memorial Day Holiday. *Recommended Action: Change the meeting date to Monday May 4, 2020 or Monday, May 18, 2020. Mr. Dave Beach, City Manager.* [see Agenda Memo 8]

**9. 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 February 24, 2020. [see Action Minutes]

**B. Right-of-Way Standards**

Matters related to an ordinance amending Section 18-82, part of Chapter 70 and part of Technical Codes of the Code of Ordinances relating to right-of-way design and mobility. *Recommended Action: Approve ordinance on the second and final reading. Mr. Gerardo Barrera, Public Works Director and Mr. Bruce Beneke, BSC Chair* [see Agenda Memo 9B]

**10. Adjourn Regular Meeting**

With no other matter before the council, the meeting will adjourn.

**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 wheelchair 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 March 9, 2020, was posted on the Municipal Building bulletin board on March 5, 2020, at approximately 4:30 pm o'clock.

(SEAL)

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



# AGENDA MEMO

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

<b>Meeting Date</b>	03.09.2020	<b>Agenda Item</b>	7
<b>Approved by City Manager</b>	Yes	<b>Presenter(s)</b>	G. Barrera, Director
<b>Reviewed by City Attorney</b>	Yes	<b>Department</b>	Public Works
<b>Subject</b>	Pavement Lifting		
<b>Attachments</b>	General Services Agreement		
<b>Financial Information</b>	Expenditure Required:	\$75,000	
	Amount Budgeted:	\$75,000	
	Account Number:	101.5030.73030	
	Additional Appropriation Required:	N/A	
	Additional Account Number:	N/A	

## Executive Summary

The City’s annual street maintenance program allows staff to address street ponding proactively as well as reactively when necessary. Street ponding or “bellies” in the road prevent water from properly draining into the storm sewer causing it to build up along the back of the curb.

Pavement lifting consists of drilling small holes in the roadway and injecting a polyurethane foam into the subbase below the pavement that fills any voids under the roadway and raises the level of the surface to remove the belly and restore flow to the drain. To verify proper height to ensure flow, the contractor uses a specialized laser level.

Through the State of Texas Smart Buy Cooperative Program, the City has utilized URETEK USA, Inc., to address previous ponding issues in the City and its method has proven to be a cost effective versus removing and replacing pavement sections. Utilizing this cooperative also assures that the City meets local and State purchasing requirements. In addition, this option results in little to no downtime for use of the roadway.

Funds for this service are appropriated during the annual budget process. The contract amount for years 2 – 5 reflect approved appropriations in the annual budget.

## Recommended Action

Staff recommends that City Council approve a contract with URETEK USA, Inc. for three years with the option of two one-year extensions in the amount “not to exceed “ \$75,000 annually and authorize the City Manager to execute the contract.



City of  
West University  
Place

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: URETEK USA, Inc.

Description of Services: Deep injection process to stabilize the soils under the roadway and provide lift to the pavement as required.

Annual/Base Services “not to exceed”:\$75,000.00

Length of Contract: Three years with Two additional One Year Options

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: \_\_\_\_\_

Renewal: Annually (not to exceed annual budgeted funds)

**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. *Uretek Quote*

B. City's Additional Contract Documents:

1. *[Insert City documents]*

**END OF DOCUMENT**



December 16, 2019

**Danny Cameron**  
**Operations Superintendent**  
**City of West University Place**  
**3826 Amherst Street**  
**City of West University Place, TX 77005**  
**713-662-5846**  
**dcameron@westutx.gov**

URETEK USA, Inc. is pleased to present this proposal to the City of West University for soil stabilization and pavement lifting.

**ESTIMATED SCOPE OF WORK:**

There are various locations that have settlement along the curb line creating ponding.

These problems can be addressed by utilizing the URETEK Deep Injection (UDI) process to stabilize the soils in each location with continued injection into the soils to accomplish the lifting required.

**PROPOSED SOLUTION:**

URETEK USA will use the URETEK Deep Injection (UDI) process and our URETEK 486 STAR polymer to stabilize the soils under the roadway. Injections will continue after stabilization if lift is required.

URETEK USA will perform the following operations:

1. Profile all lanes of the roadway.
2. Drill injection holes on 4' centers and install injection tubes between -2' and -12'.
3. Inject the highly expansive, high strength, lightweight, water-resistant URETEK 486 STAR polymer through the tubes and into the soils beneath the base to fill the voids & stabilize the soils. Injection will continue until 1mm of movement is detected at the surface of the roadway confirming adequate soil stabilization. Since this polymer is water-resistant, it can be injected into wet soil conditions without compromising the integrity of the polymer.
4. Drill out the top 2" of grout injection holes and fill with a non-shrink cementitious grout.
5. Perform final profile of all lanes of the roadway for warranty purposes.

**PROPOSED COST:**

Smart Buy: Contract number – 748-E1, commodity code – 74549980018

Smart Buy price per pound is \$5.85 = 12,820 lbs

**Location: 2631 Carolina Way**  
29.7118041, -95.419704  
80' x 8' - 1" of max lift required

Estimate: 600 pounds @ \$5.85/pound = \$3,510

**Location: 2620 Carolina Way**  
29.7118041, -95.419704  
60' x 8' - 1" of max lift required

Estimate: 400 pounds @ \$5.85/pound = \$2,340

**Location: 4032 Rice Blvd (Academy St)**  
29.716717, -95.442968  
40' x 8' - 3" Void Fill

Estimate: 300 pounds @ \$5.85/pound = \$1,755

**Location: 3009 Rice Blvd**  
29.717319, -95.425255  
80' x 8' - 1" of max lift required

Estimate: 400 pounds @ \$5.85/pound = \$2,340

**Location: 6632 Community Drive**  
29.708283, -95.446787  
120' x 8' - 3" of max lift required

Estimate: 1200 pounds @ \$5.85/pound = \$7,020

**Location: 3729 Nottingham St**  
29.721994, -95.435087  
50' x 8' - 1" of max lift required

Estimate: 800 pounds @ \$5.85/pound = \$4,680

**Location: 4135 Coleridge St**  
29.718419, -95.444483  
60' x 8' - 1" of max lift required

Estimate: 500 pounds @ \$5.85/pound = \$2,925

**Location: 4139 Rice Blvd**  
29.716792, -95.444591  
80' x 8' - 1" of max lift required

Estimate: 600 pounds @ \$5.85/pound = \$3,510

**Concrete Remove and Replace**

**14,175.000**

**Location: 4112-4116 Sunset Blvd**  
29.722448, -95.443719  
140' x 8' - 1" of max lift required

**Concrete Remove and Replace**  
**30,240.00**

Estimate: 700 pounds @ \$5.85/pound = \$4,095

**Location: 4215 Swarthmore St**  
29.713810, -95.445934  
60' x 8' - 2" of max lift required

Estimate: 600 pounds @ \$5.85/pound = \$3,510

**Location: 4131 Byron St**  
29.712412, -95.444165  
80' x 8' - 1" of max lift required

Estimate: 400 pounds @ \$5.85/pound = \$2,340

**Location: 4201 Sunset Blvd**  
29.722395, -95.444737  
80' x 8' - 1" of max lift required

Estimate: 400 pounds @ \$5.85/pound = \$2,340

**Location: 2632 Nottingham St**  
29.722370, -95.419972  
80' x 8' - 1" of max lift required

Estimate: 600 pounds @ \$5.85/pound = \$3,510

**Location: 3746 Plumb St**  
29.718604, -95.435660  
80' x 8' - 1" of max lift required

Estimate: 600 pounds @ \$5.85/pound = \$3,510

**Location: 4204 Oberlin St**  
29.711691, -95.445386  
80' x 8' - 1" of max lift required

Estimate: 400 pounds @ \$5.85/pound = \$2,340

**Location: 4130 Amherst St**  
29.715296, -95.444105  
80' x 8' - 1" of max lift required

Estimate: 600 pounds @ \$5.85/pound = \$3,510

Location: 4235 Ruskin St  
29.707569, -95.446669  
120' x 8' - 2" of max lift required

**Concrete Remove and Replace**

**42,714.00**

Estimate: 1200 pounds @ \$5.85/pound = \$7,020

Location: 2714 Cason St  
29.707911, -95.420801  
80' x 8' - 1" of max lift required

Estimate: 400 pounds @ \$5.85/pound = \$2,340

Location: 4112 Albans Rd  
29.723883, -95.443599  
80' x 8' - 2" of max lift required

Estimate: 800 pounds @ \$5.85/pound = \$4,680

Location: 6540 Wakeforest  
29.709316, -95.421964  
80' x 8' - 1" of max lift required

Estimate: 400 pounds @ \$5.85/pound = \$2,340

Mobilization = \$0

**Total Estimate = \$69,615**

**Client will only be invoiced for actual material used.**

**ITEMS NOT INCLUDED IN QUOTE:**

Traffic control – joint/crack sealing – bonding/bond participation – prevailing wage rates – sales tax – milling of existing asphalt wedges (if required)

**WARRANTY:**

URETEK USA will provide a two-year unconditional warranty against settlement of more than 1/4" of the injected areas. The only exception to the warranty is if the DCP tests reveal problems deeper than the approved injection plan and the client chooses not to address those problems at the time of this project. In the unlikely event that movement of more than 1/4" in the injected areas occurs, URETEK USA will return to inject the affected area to lift to proper grade at no charge to the owner.

**SAFETY:**

URETEK USA has an impressive safety record, because our people are our most important asset and safety is our top concern. URETEK USA has an extensive safety manual directly pertaining to our polyurethane injection process. URETEK USA has employed an industrial hygienist company to produce a safety report on our production unit, process, and personnel. The report clearly shows on-site safety procedures in using and handling the process chemicals and equipment and is available upon request.

**INSURANCE:**

URETEK USA has insurance in excess of any requirements client may have.

**MERIT SHOP CONTRACTOR:**

URETEK USA is a merit shop contractor and all services provided by this proposal will be on a merit shop basis. All reference to labor agreement of any kind, or alluded to, in a principle contract or a sub-contract, are set aside, and not part of this proposal.

Sincerely,

**Chad Hardin**  
Project Manager East Texas

URETEK USA, Inc.  
(832) 349-2274  
[chardin@uretekusa.com](mailto:chardin@uretekusa.com)  
[www.uretekusa.com](http://www.uretekusa.com)



# AGENDA MEMO

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

<b>Meeting Date</b>	03.09.2020	<b>Agenda Item</b>	8
<b>Approved by City Manager</b>	N/A	<b>Presenter(s)</b>	Dave Beach, City Manager
<b>Reviewed by City Attorney</b>	N/A	<b>Department</b>	Administration
<b>Subject</b>	Memorial Day Holiday		
<b>Attachments</b>	None		
<b>Financial Information</b>	Expenditure Required:		Not Applicable
	Amount Budgeted:		Not Applicable
	Account Number:		Not Applicable
	Additional Appropriation Required:		Not Applicable
	Additional Account Number:		Not Applicable

### Executive Summary

This year the Memorial Day holiday falls May 25, 2020, which is the fourth Monday of May and City Council's second meeting date for the month.

The Charter states that City Council is to meet twice a month; so, therefore, City Council must select another date to hold its second meeting.

It is being proposed that Council change the May 25, 2020, meeting date to one of the following:

- Option 1:** Monday, May 4;
- Option 2:** Monday, May 18; or
- Option 3:** Council can select another date in May that best fits the schedule for the majority of Council.

### Recommended Action

Staff recommends that Council discuss the options provided and take any desired action.



# 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, February 24, 2020**, in the Municipal Building, 3800 University, West University Place.

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### **1. Call Workshop to Order**

Mayor Higley called the meeting to order at 5:00 p.m. All Council present. City Manager Beach, City Secretary Gilliam, Public Works Director Barrera, City Attorney Petrov (arrived at 5:10 pm), and Ron Bavarian were also present.

### **2. Buffalo Speedway Replacement Project Enhancement Options**

Matters related to an update to City Council regarding possible enhancements (trees, lighting, architectural treatments, etc.) to be completed during the replacement of the road surface and drainage improvements along Buffalo Speedway. *Recommended Action: Discuss and provide staff direction if desired.*  
**Mr. Gerardo Barrera, Public Works Director**

Ron Bavarian, Freese and Nichols, Inc., presented five enhancement options to City Council:

- Option 1 – Decorative Traffic Signals
- Option 2 – Removal/Reinstall of Street Lights – LED upgrade
- Option 3 – Intersection Enhancements
- Option 4 – Gateway Signage
- Option 5 – Underground Power Line Crossings

Council indicated interest in Options 1 and 2 only. City Manager Beach stated that staff would research information specifically for those options and bring forth findings to City Council at a future workshop.

### **3. Adjourn Workshop**

With no further discussion, Mayor Pro Tem Trautner moved to adjourn the Workshop at 6:00 p.m. Councilmember Barnes seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash  
**Noes:** None  
**Absent:** None

**Regular Meeting (6:30 PM in the Council Chambers)**

**4. 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, Public Works Director Barrera, Urban Forester Koehl, and Police Chief Walker

Also attending were Chair of the Zoning and Planning Commission Richard Wilson, David Beard with Kendig Keast Collaborative, and Chair of the Building and Standards Commission Bruce Beneke.

**5. Pledge of Allegiance**

Resident and former Councilmember Dick Yehle led the Pledge.

**6. Public Comments**

This was an opportunity for citizens to speak to Council relating to agenda and non-agenda items.

- **Kevin Pandya**, 3915 Case, spoke to ask Council to adopt an ordinance to keep West U green.
- **Alida Drewes**, 6112 Fordham, spoke regarding high weeds, trash, curbs, and seniors.
- **Dick Yehle**, 6401 Rutgers, spoke to commend the Police Department in its transparency and interagency cooperation while handling a recent incident.
- **David Cole**, 4104 Cason, spoke regarding the second reading of the bee ordinance and urged council not to apply a registration fee, especially for those currently with beehives. He also spoke about sidewalks (ROW Ordinance) and noted some corrections, as well as made some suggestions.
- **Sharon Graff**, 2617 Sunset, spoke to ask Council to reconsider terminating monetary support to the West U Little League.

**7. National Arbor Day Proclamation**

Matters related to Arbor Day. *Recommended Action: Proclaim April 4, 2020 as Arbor Day in West University Place. Mr. Craig Koehl, Urban Forester.*

After Mayor Higley read the Proclamation, Councilmember Sobash moved to proclaim April 4, 2020 as Arbor Day in West University Place. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash

**Noes:** None

**Absent:** None

**8. Right-of-Way Standards**

Matters related to an ordinance amending Section 18-62, part of Chapter 70, of the Code of Ordinances relating to right-of-way design and mobility. *Recommended Action: Approve ordinance related to right-of-way design and mobility on the first of two readings. Mr. Gerardo Barrera, Public Works Director and Mr. Bruce Beneke, BSC Chair*

Chair of the Building and Standards Commission Bruce Beneke presented and said the proposed ordinance is a realignment of the current ordinance for compliancy with the Texas Accessibility Standards, the Americans with Disabilities Act, and City Code requirements.

Councilmember Lankford noted that in Section 18-62-(a)(1) the reference should be 1-3 instead of 1-13.

Councilmember Lankford also noted that Appendix B, Section 70-60(c) states “the garage door must be a minimum of 18 feet from the closest property line,” and after a brief discussion, City Attorney Petrov suggested changing it to say something like “a minimum of 18 feet facing the garage door from the street side” and all agreed.

Councilmember Lankford moved to approve the ordinance amending Section 18-62, part of Chapter 70 of the Code of Ordinance relating to the ROW design and mobility be adopted with the amendments discussed (on the first of two readings). Councilmember Barnes seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash  
**Noes:** None  
**Absent:** None

**9. 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 February 10, 2020. [see Action Minutes]

**B. Bee Ordinance**

Matters related to an ordinance amending Chapter 14, Animals, of the Code of Ordinances by adding a new Article IV relating to bees and adopting the ordinance on the second and final reading. *Recommended Action: Adopt ordinance adding Article IV to Chapter 14 of the Code of Ordinances ordinance on the second and final reading. Mr. Gerardo Barrera, Public Works Director*

**C. Subdivisions Update Ordinance**

**Matters** related to an ordinance amending Chapter 74 of the Code of Ordinances relating to subdivisions. *Recommended Action: Adopt ordinance on the second and final reading. Mr. Gerardo Barrera, Public Works Director and Mr. Richard Wilson, ZPC Chair.*

Councilmember Lankford moved to remove Item C for discussion.

Councilmember Barnes moved to approve Items A and B as presented. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash  
**Noes:** None  
**Absent:** None

Regarding Item C, Councilmember Lankford had a concern about the definition of “Street.” She said “Street” is capitalized within its own definition and does not need to be.

Councilmember Lankford moved to approve the ordinance amending Chapter 74 of the Code of Ordinances relating to subdivisions with the minor revisions from today. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash  
**Noes:** None  
**Absent:** None

**10. Adjourn Regular Meeting**

With no other matter before council, the meeting will adjourn.

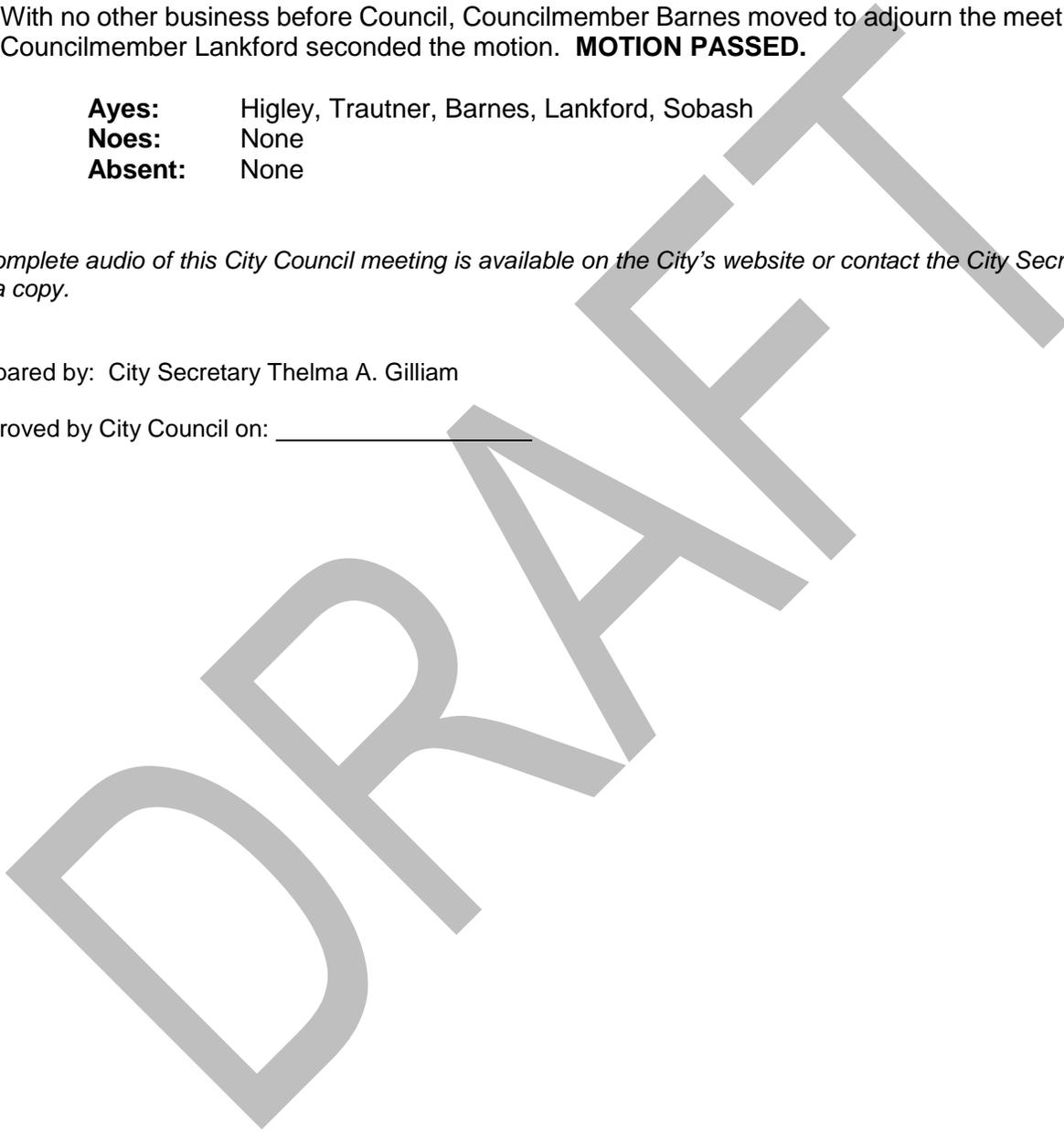
With no other business before Council, Councilmember Barnes moved to adjourn the meeting 7:00 p.m. Councilmember Lankford seconded the motion. **MOTION PASSED.**

**Ayes:** Higley, Trautner, Barnes, Lankford, Sobash  
**Noes:** None  
**Absent:** None

*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: \_\_\_\_\_





# AGENDA MEMO

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

<b>Meeting Date</b>	03.09.2020	<b>Agenda Item</b>	9B
<b>Approved by City Manager</b>	Yes	<b>Presenter(s)</b>	G. Barrera, Director Bruce Beneke, BSC Chair
<b>Reviewed by City Attorney</b>	Yes	<b>Department</b>	Public Works
<b>Subject</b>	Right of Way Design Standards		
<b>Attachments</b>	1. Ordinance 2. Appendix A and B-Redlined		
<b>Financial Information</b>	Expenditure Required:		Not Applicable
	Amount Budgeted:		Not Applicable
	Account Number:		000-0000-0000
	Additional Appropriation Required:		Not Applicable
	Additional Account Number:		Not Applicable

## Executive Summary

In order to address the standardization of the placement and design of sidewalks in the City, after several meetings and recommendation from staff, the Building and Standards Commission (BSC) made the determination that portions of the Code would require amendments to reflect the new design standards. The amendments include revisions to Chapter 18 and Chapter 70 of the Code that ensure unimpeded pedestrian mobility through the City.

Key areas revised in Chapter 18 include:

- Repealing of the existing Section 18-62 and adoption of a new Section 18-62 per Appendix A which addresses:
  - Installation of new sidewalks required for major development or substantial improvement
  - Replacement of damages to curbs and gutters
  - Limit exceptions to sites where sidewalks did not exist previous
  - Update definition from major remodel to substantial improvement
  - Elimination of interim waivers

Key areas revised in Chapter 70 include:

- Repealing of the existing Section 70-58 and adoption of the new Section 70-58 per Appendix B
  - This section includes the requirement of sidewalks per the City's Standard Driveway and Sidewalk Detail sheet
- Adoption of new Section 70-60 per Appendix B
  - Defines the requirements for the building of sidewalks and driveways:

- Sidewalks shall run parallel to the curb and be located closer to the property line
- Provide protective measures for roots
- No installation of meters, meter boxes, valves, cleanouts in paved areas unless approved by Chief Building Official
- 18 feet minimum from garage door to edge of property line
- No encroachment of driveway parking space into the street right-of-way
- Approval required from Building Official to use decomposed granite for sidewalks

At the December 4, 2019 meeting, the BSC, staff, and the City Attorney discussed the newly proposed amendments to Chapter 18 and Chapter 70 and after comments and review, the BSC voted to approve the amendments to both Chapters and request final approval from City Council.

The proposed draft includes Council comments from its February 24, 2020 meeting.

#### **Recommended Action**

The Building and Standards Commission and staff recommend that City Council approve an ordinance amending Article II-General Regulations, Section 18-62 and Article III-Sidewalks Section 70-58 thru 70-60 on the second and final reading.

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; AMENDING CHAPTER 18, BUILDINGS AND DEVELOPMENT, ARTICLE II, GENERAL REGULATIONS, SECTION 18-62, CURBS, GUTTERS, SIDEWALKS, AND CHAPTER 70, STREET AREAS AND PUBLIC PLACES, ARTICLE III, SIDEWALKS, SECTION 70-58, SIDEWALKS REQUIRED, RENAMING SAID ARTICLE DRIVEWAYS AND SIDEWALKS AND ADOPTING A NEW SECTION 70-60, GENERAL DRIVEWAY AND SIDEWALK REQUIREMENTS, OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, TO REVISE THE CRITERIA FOR CONSTRUCTING DRIVEWAYS AND SIDEWALKS 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 18, Buildings and Development, Article II, General Regulations, Section 18-62 of the Code of Ordinances of the City of West University Place, Texas is amended by the repeal of the existing Section 18-62 and the adoption of a new Section 18-62 to read as set out in Appendix A, attached hereto. All other portions of Chapter 18 of the Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 2.** Chapter 70, Street Areas and Public Places, Article III, Sidewalks, of the Code of Ordinances of the City of West University Place, Texas is amended by the renaming of said Article as Driveways and Sidewalks, the repeal of the existing Section 70-58 and the adoption of a new Section 70-58 as well as the adoption of a new Section 70-60 all to read as set out in Appendix B, attached hereto. All other portions of Chapter 70 of the Code of Ordinances not specifically amended hereby remain in full force and effect.

**Section 3.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 4.** 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 5.** 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 6.** 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:** \_\_\_\_\_  
City Secretary (Seal)

**Signed:** \_\_\_\_\_  
Mayor

Recommended: \_\_\_\_\_  
City Manager

Approved as to legal form: \_\_\_\_\_  
City Attorney

## Appendix A

Sec. 18-62. - Curbs, gutters, sidewalks.

(a) *Required for Major Development or Substantial Improvement.*

(1) It shall be the duty of each permittee for any Major Development or any Substantial Improvement (as those terms are defined by Sections 1-3 and 18-272, of this Code, respectively) to provide new sidewalks along all streets abutting the building site (front, side and rear), including streets outside the City limits. Such sidewalks are required to satisfy the criteria contained in Chapter 70 of this Code as well as the Texas Accessibility Standards.

(2) It shall be the duty of each permittee that damages or removes any previously existing curb or gutter along any street abutting the building site to replace or repair such curb or gutter.

(b) *Exceptions.*

(1) No sidewalk shall be required to be installed by a permittee adjacent to a building site if a sidewalk did not previously exist adjacent to the building site.

(2) The foregoing exception does not limit the authority of the City Council to require sidewalks under Chapter 70 of this Code or other applicable regulations.

(c) *Permit details.* The building permit application for each major development or substantial improvement must clearly illustrate the work necessary to comply with this section, and all required work on sidewalks, curbs and gutters must be completed within the time allowed for completion of the major development or substantial improvement.

## Appendix B

### Article III, Driveways and Sidewalks.

#### Sec. 70-58. - Sidewalks required.

Sidewalks are required in the City and shall be designed in accordance with the requirements of this Code, the City's Standard Driveway and Sidewalk Details attached as Appendix A to this Article and the Texas Accessibility Standards.

#### Sec. 70-59. - Change of street, sidewalk grade or line.

This Section applies to projects where the City changes or alters the lines or grades of streets or sidewalks. The City may make such changes without liability to abutting owners or others on the part of the City by reason of said change. If the line or grade of a sidewalk is changed, but is in good condition and does not, in the opinion of the Building Official require entire reconstruction, the owner or owners of the abutting property may be given notice to:

- (1) Break said sidewalk back to a point fixed by the Building Official; and
- (2) Remove the broken portion and reconstruct said portion on the line and grade determined by the Building Official, at the cost of said owner. This work may be required, and the cost may be assessed, in the same manner as other work on sidewalks.

#### Sec. 70-60. – General Driveway and Sidewalk Requirements.

- (a) Where there are tree canopies overhanging any portion of a sidewalk to be constructed, a root protective layer of 6 mil poly shall be placed on top of the ground under the rebar to protect any tree root system that could be damaged by the sidewalk concrete. No tree roots of 1-inch diameter or larger shall be cut or damaged by the sidewalk construction without approval of the Urban Forester.
- (b) No water meters, water valves, hydrant valves or cleanouts shall be installed in paved areas unless approved in writing by the Building Official.
- (c) On side street entry garages, the garage door must be a minimum of 18 feet from the property line abutting the side street.
- (d) Any driveway parking space required by the City's Zoning Code shall not encroach into the street right-of-way.
- (e) Sidewalks shall run parallel to the curb and be located at or as near the property line as possible unless otherwise approved in writing by the Building Official.
- (f) The Building Official may approve the use of decomposed granite in place of concrete upon the request of a property owner if the Urban Forester determines that the use of decomposed granite is necessary to preserve a protected tree, the property owner agrees to maintain the decomposed granite and the property owner agrees to replace the decomposed granite with concrete should the protected tree die or be removed.



## Appendix A

Style Definition: p0

Sec. 18-62. - Curbs, gutters, sidewalks.

(a) *Required for ~~major development or substantial improvement~~ Major Development or Substantial Improvement.*

(1) It shall be the duty of each permittee for any ~~major development~~ Major Development or any ~~substantial improvement~~ Substantial Improvement (as those terms are defined by Sections 1-133 and 18-272, of ~~the~~ this Code, respectively) to provide new sidewalks along all streets abutting the building site (front, side and rear), including streets outside the City limits. Such sidewalks are required to satisfy the criteria contained in Chapter 70 of this Code as well as the Texas Accessibility Standards.

(2) It shall be the duty of each permittee that damages or removes any previously existing curb or gutter along any street abutting the building site to replace or repair such ~~street~~ curb or gutter.

(b) *Exceptions.*

(1) No sidewalk shall be required to be installed by a permittee ~~on~~ adjacent to a building site if ~~the~~ a sidewalk did not previously exist ~~on~~ adjacent to the building site.

(2) The foregoing exception does not limit the authority of the City Council to require sidewalks under Chapter 70 of this Code or other applicable regulations.

(c) *Permit details.* The building permit application for each major development or substantial improvement must clearly illustrate the work necessary to comply with this section, and all required work on sidewalks, curbs and gutters must be completed within the time allowed for completion of the major development or substantial improvement.

## Appendix B

### Article III, Driveways and Sidewalks.

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Sidewalks are required in the City and shall be designed in accordance with the requirements of this Code, the City's Standard Driveway and Sidewalk Details attached as Appendix A to this Article and the Texas Accessibility Standards.

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the street right-of-way.

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