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, July 13, 2020** beginning at **5:00 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the agenda of items listed.

Due to the Novel Coronavirus (COVID 19) pandemic and CDC's recommendation regarding social distancing measures, the meeting will be held via teleconference. City Council will be audible to members of the public and allow for two-way communications for those desiring to participate. To attend the meeting via telephonic means, please call 346-248-7799, and use Meeting ID Number 87536150607**.**

Any person interested in speaking on any item on the agenda or during public comments must submit his/her request via email to the City Secretary at tgilliam@westutx.gov at least one (1) hour prior to the start of the meeting. The request must include the speaker's name, address, and the phone number that will be used for the call, and the agenda item number, if applicable.

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.

The agenda packet is accessible to the public on the City's website. After the meeting, a recording of this meeting will be made available to the public. To obtain a hard copy of the agenda packet, please contact the City Secretary at tgilliam@westutx.gov or call 713.662.5813.

WORKSHOP (5:00 PM)

1. **Call Workshop to Order**

2. **Public Safety Discussion**
   Matters related to an overview on public safety. *Recommended Action: Discuss and take any desired action.* ***Mr. Ken Walker, Police Chief***

3. **Adjourn Workshop**

REGULAR MEETING (6:30 PM)

4. **Call Regular Meeting to Order**

5. Roll Call

6. Pledge of Allegiance

7. Public Comments

This is an opportunity for citizens to speak to the Council relating to agenda and non-agenda items. Speakers are required to register in advance and must limit their presentations to three minutes each. 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 on matters on the agenda must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments.

Persons making personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. This rule does not prohibit criticism of the City or criticisms of actions or omissions of the City.

8. Amendment to Noise Regulations

Matters related to an ordinance amending the City's noise regulations including quiet hours. *Recommended Action: Discuss and take any desired action.* ***Ms. Gerardo Barrera, Public Works Director*** [see Agenda Memo 8]

9. Amendment to Outdoor Lighting Regulations

Matters related to an ordinance amending the City's outdoor lighting regulations. *Recommended Action: Approve ordinance on the first of two readings.* ***Mr. Gerardo Barrera, Public Works Director*** [see Agenda Memo 9]

10. Information and Updates related to COVID-19

Matters related to COVID-19. *Recommended Action: Discuss and take any desired action.* ***Mr. Dave Beach, City Manager and Mr. Aaron Taylor, Fire Chief and Emergency Management Coordinator*** [see Agenda Memo 10]

11. HomeSecure Concept Proposal

Matters related to discussing a proposal to provide a service to assist seniors and potentially other residents in monitoring their properties during an extended period of absence. *Recommendation: Discuss and take any desired action.* ***Councilmembers Lauri Lankford and John Barnes*** [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 Meeting Minutes of June 22, 2020. [see Agenda Memo 12A]

B. Water System Efficiency Study

Matters related to awarding a contract for a drinking water distribution system assessment to Freese and Nichols, Inc., in the amount not to exceed $130,000. *Recommended Action: Award contract to Frees and Nichols in the amount not to exceed $130,000 and authorize the City Manager to execute the contract.* ***Mr. Gerardo Barrera, Public Works Director*** [see Agenda Memo 12B]

C. <u>Storm Water Management Program (Maintenance)</u>
Matters related to awarding the contract for Storm Water Management Program. *Recommended Action: Award contract to maintain storm sewers, sanitary sewers and lift stations for an amount not to exceed $163,000 for a term of 5 years with 3 option one-year extensions and authorize the City Manager to execute the contract.* ***Mr. Gerardo Barrera, Public Works Director*** [see Agenda Memo 12C]

D. <u>Digester Basin Grit Removal</u>
Matters related to awarding for the removal of grit, sludge and foreign matter from the digester basin at the Wastewater Treatment Plant to K3 Resources in an amount not to exceed $110,000. *Recommended Action: Award contract to K3 Resources in an amount not to exceed $110,000 and authorize the City Manager to execute the contract.* ***Mr. Gerardo Barrera, Public Works Director*** [see Agenda Memo 12D]

E. <u>Goode Company Lease</u>
Matters related to an Amended and Restated Rent Deferment Agreement with Goode Company for lease of the City's property consisting of approximately 1.0874 acres located on the south side of West Park Drive between Wakeforest Street and Dincans. *Recommended Action: Approve the Amended and Restated Rent Deferment Agreement.* ***Ms. Katherine DuBose, Finance Director*** [see Agenda Memo 12E]

F. <u>Pedestrian Bridges Rehabilitation Project</u>
Matters related to an ordinance amending the 2020 Budget in order to award the contract in the amount of $65,550 for the Pedestrian Bridges Rehabilitation Project. *Recommended Action: Approve ordinance on the first and final reading and award the contract to Wilson Building Services in the amount of $65,500 and authorize the City Manager to execute the contract.* ***Mr. Gerardo Barrera, Public Works Director*** [see Agenda Memo 12F]

G. <u>Colonial Park East Improvements</u>
Matters related to awarding contracts for certain elements of the project that exceed $50,000 each. *Recommended Action: Award contracts for improvements and authorize the City Manager to execute the contracts.* ***Mr. Dave Beach, City Manager*** [see Agenda Memo 12G]

13. <u>Recess Regular Meeting to Convene Workshop on Drainage/Modeling Study</u>
Matters related to the City's Drainage/Modeling Study. *Recommended Action: Discuss and take any desired action.* ***Mr. Gerardo Barrera, Public Works Director***

14. <u>Adjourn Workshop and Reconvene Regular Meeting</u>

15. <u>Adjourn Regular Meeting</u>
With no other matter before the council, the meeting will adjourn.

In compliance with the Americans with Disabilities Act, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting to see whether the City can arrange for accommodations to assist in your participation in the meeting.

I certify that the attached notice and agenda of items to be considered by the West University Place City Council on July 13, 2020 was posted on the Municipal Building bulletin board on July 10, 2020, at approximately 4:30 o'clock p.m.

Thelma A. Gilliam
Thelma A. Gilliam, City Secretary

(SEAL)

DRAFT

Public Safety Discussion

City Council Workshop

July 13, 2020

Police Activity 2015 - 2020

Police Calls For Service

	2015	2016	2017	2018	2019	2020 Jan-Jun
Accidents	186	188	170	215	237	69
Criminal	722	594	633	590	540	290
Ord. Violation	827	696	698	646	913	395
Alarms	3,184	3,132	3,015	2,832	2,637	1,060
Mutual Aid	900	761	792	787	759	657
Suspicious Activity	1,259	1,386	1,239	975	898	342
Special Assignments	657	416	465	626	480	216
Misc.	1,326	1,239	1,171	1,356	1,532	742
Totals	9,061	8,412	8,183	8,027	7,996	3,771

Police Activity 2015 - 2020

Police Non-Dispatched

	2015	2016	2017	2018	2019	2020 Jan-Jun
Self - Initiated Activity	7,904	6,713	8,079	8,243	7,741	1,784
Facility Checks	998	919	1,443	1,592	1,293	698
Follow-Up Investigation	985	803	895	941	852	293
Prisoner related Calls	2,900	2,542	2,101	2,102	2,286	703
Warrants	78	66	69	84	112	16
Community Outreach	497	1,386	1,395	1,317	1,801	179
Misc.	866	1,070	1,090	973	911	329
Totals	14,228	13,499	15,072	15,252	14,996	4,002

Crimes Report

Uniform Crime Report

	2017	2018	2019	2020
Rape	1	1	1	0
Robbery	9	1	4	2
Assaults	11	7	10	4
Burglary	44	35	49	15
Larceny	89	71	68	49
Motor Vehicle Theft	4	5	7	2
Totals:	158	120	139	72

Charges Filed with DA's Office

- **2017** **158**
- **2018** **175**
- **2019** **187**
- **2020** **68**

Police Services

- Patrol
- Investigative Follow Up
- Vacation House Watch
- Security Surveys
  - Residential
  - Churches
  - Businesses
- Elder Abuse Training (After June 2020)
- Active Shooter (Yearly)
- Crime Prevention
- 911 and non-emergency dispatching and call taking (PD, FD & EMS)
- Package Notification
- Evidence/Property Storage
- Temporary Holding Facility / Juvenile Holding Facility
- Case Filing with DA's Office
- Direct Link Monitoring
  - Direct Link Account
  - Non-Direct Link Account

State & Federal Mandates

- Firearm Qualification
  - One annual qualification is mandated
  - WUPD trains three times each year
- Mandated Officer Training Hours
  - 20 hours each year (officers usually receives more than the 20 hours each year)
- Mandated Dispatch Training Hours
  - 10 hours each year
- Texas Commission on Law Enforcement record keeping with audits
- Criminal Justice Information System record keeping with audits
- Public Information Act Management & Compliance
- Crime Victim Assistance Program

Police Executive Research Forum, Washington, D.C. 20036

SEPTEMBER 2019

- **Fewer people are applying to become police officers.**

Sixty-three percent of agencies that responded to PERF's survey said the number of applicants for police officer positions had decreased, either significantly (36%) or slightly (27%), over the past five years.

- **More officers are leaving their departments—and, in many cases, leaving the policing profession—well before they reach retirement age.**

Among agencies that conduct exit interviews, the most common reason officers gave for resigning was to accept a job at another local law enforcement agency, but a close second reason for leaving was to pursue a career outside of law enforcement.

- **A growing number of current officers are becoming eligible for retirement.**

PERF's survey found that about 8.5 percent of current officers are eligible for retirement, and 15.5 percent will become eligible within five years.

Virtual Gate

Virtual Gate

Phase I:

- 15 Locations
- Proof of Concept In Progress, Currently Collecting Data, 90% Collection Rate.
- Completion of Phase I by end of year

Phase II:

- 25 Locations

Legislative Advocacy

- Texas Police Chiefs Association:
  - Legislative Committee reviews all law enforcement bills filed in each legislative session, provides testimony and contacts legislators advising of the effects of proposed legislation on law enforcement.
- International Association of Chiefs of Police:
  - Has developed relationships with members of Congress and the White House, educates both on issues and proposed legislation affecting law enforcement.

The TML Legislative Philosophy

- The TML approach to the 2021 session will undoubtedly be guided by principles that spring from a deeply rooted TML legislative philosophy:
- The League will vigorously oppose any legislation that would erode the authority of Texas city officials to govern municipal affairs.
- Cities represent the level of government closest to the people. They bear primary responsibility for the provision of capital infrastructure and for ensuring our citizens' health and safety. Thus, cities must be assured of a predictable and sufficient level of revenue and must resist efforts to diminish that revenue.
- The League will oppose limitations on the ability of cities (and TML) to advocate for local decision-making in their communities.

Current Position

1. The City will oppose any legislation that would inhibit the City's ability to manage its workforce.
2. The City will oppose any legislation that would transfer duties of the state, federal or county government to local cities.
3. The City will oppose any action by federal, state or county governments to transfer their duties to local governments by inaction or failure to perform their duties.
4. The City will oppose any legislation that would force cities to expend local tax dollars (unfunded mandates).
5. The City will support legislation that would provide adequate mental health services to those in need of such services.
6. The City will support legislation that would adequately fund the criminal justice system to include probation, parole, prisons, county jails and mental health and addiction treatment.
7. The City will oppose any action or inaction that negatively affects the safety of West U residents.

Legislative Advocacy/President's Commission

- Original Recommendation:
  - All law enforcement recruits should receive training on the neurobiology of trauma in the academy and receive ongoing training throughout their career.

- Adopted Recommendation:
  - All law enforcement academies and licensing standard boards should require basic and ongoing training throughout the officers' career on the trauma and trauma-informed care as a condition of continued licensure and/or certification.

Communication

- During Business Hours
  - Depending on staffing and the incident drain on resources, a message may or may not be sent in a timely manner.
  - Timeliness of Message: Typically 30-45 Minutes, but can be longer depending on the issue and available staffing.

- After Hours
  - Typical after hours staffing levels are insufficient for timely messaging.

Communication

- Considerations for Messages
- Suspect may receive the message also.
- Victim/Witness Confidentiality.
- Information relating to suspect identification, warning to suspect to flee, notifying the suspect of evidence/lack of evidence, releasing the age/block number of victim that can identify the victim, suspect can be alarmed and prepare a defense or destroy evidence.
- Initial information is many times inaccurate. Can be used by defense in the trial.

Communication

PSA – Public Service Announcements:

- Crime prevention or other similar topics – National Night Out; DEA Drug Take Back events; safety tips like theft prevention, BMV/Burglary prevention, scam prevention, etc.

Police Action/Incident Communication:

- Information regarding a police incident that has occurred or is in progress.

Issue Communication:

- Non-criminal related information like phone outages.

Communication

Police Action/Incident Communication

Swift 911

2017 – 2 alerts
2018 – 0 alerts
2019 – 2 alerts
2020 – 0 alerts

Incident Communications

2017 – 16 Comm.
2018 – 11 Comm.
2019 – 3 Comm.
2020 - 1 Comm.

Public Service Announcements

2017 – 6 announcements
2018 – 1 announcement
2019 – 4 announcements
2020 – 2 announcements

Issue Communication

2017 – 1
2018 – 0
2019 – 0
2020 – 5

AGENDA MEMO

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

Meeting Date	7.13.2020	**Agenda Item**	8
Approved by City Manager	Yes	**Presenter(s)**	Richard Wilson, Chair
Reviewed by City Attorney	Yes	**Department**	Zoning and Planning Commission
Subject	Amendments to Noise Regulations		
Attachments	1. Proposed Ordinance Amending Chapter 54, Article II 2. ZPC Recommendation		
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

For the past two years, the Zoning and Planning Commission (ZPC) has been reviewing and discussing proposed changes to Chapter 54, Article II, of the Code of Ordinances. Those discussions, as well as one held at the ZPC meeting on July 9, 2020, resulted in the proposed ordinance attached.

Key revisions to the noise regulations being proposed by the Zoning and Planning Commission include:

- Sec. 54-39 **Unreasonable noise prohibited -** defines the level, proximity to dwellings, zoning of the area and time of day.
- Sec. 54-40 **General noise level limit -** sets the general limits for any noise.
- Sec. 54-41 **Enumeration of specific noises -** defines noises or conditions that are in violation. This section presents two options for consideration:
  - Option A - Proposed changes to extend the Residential Quiet Hours.
  - Option B - Proposed changes to decibel limits.
- Sec. 54-42 **Affirmative defenses -** defines noises or conditions that are exempt.
- Sec. 54-43 **Injunction as additional remedy** - authorizes the City to take necessary actions for compliance.
- Sec. 54-44 **Sound level measurements -** defines the criteria for measuring noise.

The ZPC has provided two options for Council's consideration for amending the noise ordinance. Option 1 is increasing the residential quiet hours and option 2 establishes a decibel limit for lawn equipment. The Chair of ZPC will provide information on ZPC's deliberation of these two options.

Recommended Action

Staff recommends that City Council discuss and take any desired action.

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 1, GENERAL PROVISIONS, SECTION 1-3(18), RESIDENTIAL QUIET HOURS, AND CHAPTER 54, ARTICLE II, NOISE, OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, 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 1, General Provisions, Section 1-3(18), Residential Quiet Hours, of the Code of Ordinances of the City of West University Place, Texas is amended by the repeal of the existing Section 1-3(18), and the adoption of a new Section 1-3(18), to read as set out in Appendix A, attached hereto. Chapter 54, Article II, Noise, of the Code of Ordinances, of the City of West University Place, Texas is amended by the repeal of the existing Article II, and the adoption of a new Article II, to read as set out in Appendix A, attached hereto. All other portions of Chapter 1 and Chapter 54 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. Except as provided below, this Ordinance takes effect immediately upon its passage and adoption on second reading. Section 54-41(a)(14)(b) as adopted herein shall take effect six (6) months after adoption of this Ordinance.

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 54, Article II-Noise in its entirety by substituting the following provisions:

ARTICLE II. - NOISE

Sec. 54-39. - Unreasonable noise prohibited.

Notwithstanding anything else in this Article, it is unlawful for any person to intentionally or knowingly make or create any noise of such volume, intensity, or duration as to disturb or annoy a reasonable person of normal sensitivity in the usual and expected enjoyment or the use of a dwelling. In determining whether a violation of this paragraph occurs, the following may be considered:

(1) The level, frequency, or duration of the noise;
(2) The proximity of the noise to the dwelling;
(3) The nature and zoning of the area within which the noise occurs; and
(4) The time of the day or night the noise occurs.

Sec. 54-40. - General noise level limit.

Except as provided in Section 54-41, it is unlawful for any person to make, assist in making, permit, or continue making, any sound at any location beyond the property lines of the property on which the sound is being generated that when measured exceeds the applicable dB(A) level listed below.

The general maximum limits for any noise, except for noises specifically listed in Section 54-41 of this chapter, are as follows:

(1) Residential property:
a. 58 dB(A) during Residential Quiet Hours.
b. 65 dB(A) during all other times.

(2) *Nonresidential property:* 68 dB(A) at all times.

(3) All sound level measurements shall be made as provided in Section 54-44 of this article, unless as otherwise stipulated in Section 54-41.

Sec. 54-41. - Enumeration of specific noises.

(a.) The following noises, among others, are declared to be loud, disturbing noises in violation of this article (this enumeration is neither exhaustive nor exclusive of other noises):

(1) The noise of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control; the same noise made while in motion, except as a danger signal after, or as, brakes are being applied and deceleration of the vehicle is intended; any unreasonably loud or harsh sound created by means of any such signal device; and the sound of such device made for any unreasonable period of time.

(2) The sound of:

a. Any vehicular or portable radio, phonograph, disc player, tape player or any musical instrument that is plainly audible outdoors from a distance of 100 feet or more (or 50 feet or more during Residential Quiet Hours); or

b. Any loudspeaker or amplifier operated outdoors during Residential Quiet Hours that is plainly audible from a distance of 50 feet or more.

"Plainly audible" means any sound that can be detected by a person using his or her unaided hearing faculties. Example: If the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of a song, specific words, or the artist performing the song. The detection of the rhythmic base component of the music is sufficient to constitute a plainly audible sound.

(3) The sound of any automobile, motorcycle or other vehicle so out of repair, so loaded or operated in such manner that it creates loud noises such as spinning or squealing tires, grating, grinding, rattling or other noise exceeding 85 decibels.

(4) The sound of any mechanical equipment installed at a fixed location (Examples: fans, compressors, condensers, pumps, generators, etc.), if:

a. When the equipment is operating, noise from the equipment is discernable at a point outside the boundaries of the site where it is installed, and noise at that point is measured at a level of 70dB(A) or higher; and

b. Immediately before or after operation of the equipment, noise at the same point is measured at a level of 65dB(A) or lower.

(5) The sound of a discharge into the open air of the exhaust of any internal combustion motor or engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(6) The sound of any mechanical device operated by compressed air, except pneumatic drills, unless the noise thereby created is effectively muffled and reduced.

(7) The sound produced by the erection, excavation, construction, or demolition of any building or structure, including the use of any necessary tools or equipment, if produced:

a. During Residential Quiet Hours, unless the dB(A) limitation in Sec 54-40(1)(a) is satisfied, or the next sentence is applicable. If the sound is produced during Residential Quiet Hours at a time authorized in writing by the building official, a decibel limit of 85 dB(A) shall apply during the time period authorized by the Building Official.

b. Outside Residential Quiet Hours if the sound exceeds 85 dB(A) when measured from the property line of the residential property where the sound is being received. This decibel limit is not applicable when a current, valid permit has been obtained for the activities named and the sounds are being produced outside of Residential Quiet Hours.

(8) Any excessive noise made on any street adjacent to any school, institution of learning or court while the same is in session, or adjacent to any hospital at any time, which noise unreasonably interferes with the working of any such institution, provided conspicuous signs are displayed in such street indicating that the same is a school, hospital or court street.

(9) Any loud and excessive noise resulting from the loading or unloading of any vehicle or container, or the opening or destruction of bales, boxes, crates or containers.

(10) The sound of any bell, gong, whistle, siren, or other alarm or signaling device installed at a fixed location which is reasonably calculated to disturb a person of ordinary disposition if such person were in the vicinity thereof. Exceptions: This does not apply to:

a. An emergency alarm operated by the fire department or other governmental agency;

b. An alarm system permitted and operated in compliance with applicable regulations, including automatic shutoff rules, see, e.g. chapter 26; or

c. Any gong, bell or chime used in a religious observance or prayer.

(11) The sound of any drum, loudspeaker or other instrument or device used to attract attention to any performance, show or sale of merchandise.

(12) The sound made by loudspeakers or amplifiers on trucks or other vehicles.

Option A – Quiet hours

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(13) The sound made by leaf blowers, lawnmowers and other lawn and garden maintenance equipment when operated during Residential Quiet Hours, unless the dB(A) limitation in Sec 54-40(1)(a) is satisfied. No decibel limit shall apply to such sound outside Residential Quiet Hours.

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Option B – Decibel Limits

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(13) The sound made by lawnmowers or other lawn and garden equipment excluding leaf blowers, if:

a. Operated during Residential Quiet Hours that exceeds the dB(A) limitation in Section 54-40(1)(a); or

b. Operated outside Residential Quiet Hours that exceeds 85 dB(A) measured at twenty-five (25) feet from such equipment.

(14) The sound made by any leaf blower operated:

a. During Residential Quiet Hours that exceeds the dB(A) limitation in Section 54-40(1)(a);

b. Outside Residential Quiet Hours that exceeds seventy (70) dB(A) from a distance of fifty (50) feet utilizing the American National Standard Institute Methodology (ANSI B175.2). Any leaf blower that bears that certification shall be deemed to comply with any noise level limit of this subsection provided it operates as the manufacturer designed. Any operator of a leaf blower without this certification shall provide verification from the manufacturer confirming compliance with this subsection.

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(b.) In the event of any conflict between this section and Section 54-40 the provisions of this section shall control.

Sec. 54-42. - Affirmative defenses.

(a) *Request to cease*. It shall be an affirmative defense in any prosecution under this article that a request to cease causing the noise in question was given neither to the person charged nor to any officer, agent, employee or representative of the person charged. All peace officers and other city enforcement personnel are hereby authorized to request that persons cease causing noises that are apparently in violation of this article. Nothing herein limits the right of others to make such requests.

(b) *Urgent public projects*. It shall be an affirmative defense, in any prosecution under this article that the offending noise was deemed a necessary repair by the Public Works Director for a public need.

(c) *Measured noise levels*. It shall be an affirmative defense, in any prosecution under this article, that a measured noise level was actually produced by some person or thing other than that alleged to have caused the noise.

(d) *Registered outdoor events*. It shall be an affirmative defense, in any prosecution under this article, that the offending noise resulted from an outdoor concert or similar event that:

(1) Was registered at least 48 hours in advance with the chief of police;

(2) Did not last more than four hours, of which no more than two hours were during Residential Quiet Hours; and

(3) Was otherwise conducted to avoid disturbance of persons within nearby dwellings.

(e) *Speech or expression*. The affirmative defenses for speech or expression enumerated in V.T.C.A., Penal Code § 42.04 (prior order to move, disperse or remedy) shall also be available in any prosecutions for violations of this article.

Sec. 54-43. - Injunction as additional remedy.

As an additional remedy, the noise made by any activity, device, instrument, vehicle or machinery in violation of any provision hereof and which causes discomfort or annoyance to reasonable persons of normal sensitivity, or which endangers the comfort, repose, health or peace of residents in the area, shall be deemed, and is declared to be, in violation of this article and may be subject to abatement by a restraining order or injunction issued by a court of competent jurisdiction.

Sec. 54-44. - Sound level measurements.

Sound level measurements under this article shall be made in accordance with the following criteria:

(1) Measurements must be made with a type 1 or type 2 calibrated sound level meters using the A-weighting scale and the slow meter response as specified by the American National Standards Institute (ANSI S1.4-1984/85A).

(2) Noise levels shall be measured in decibels and A-weighted. The unit of measurement shall be designated a "dB(A)."

(3) Meters shall be calibrated annually in accordance with ANSI S1.40 1984.

(4) Measurements recorded shall be taken so as to provide a proper representation of the sound being measured.

(5) The microphone of the meter shall be positioned so as not to create any unnatural

enhancement or diminution of the measured sound. A windscreen for the microphone shall be used.

(6) At the property line of the building site where the noise is being generated, unless as otherwise stipulated in 54-41.

(18) *Residential quiet hours* means those hours when many people are sleeping or engaged in quiet activities at home. They are hereby designated as follows:

Any weekday (Monday through Friday, except the holidays mentioned below):	Before 7:00 a.m. or after ~~8~~7:00 p.m.
Any Saturday (except the holidays mentioned below):	Before 8:00 a.m. or after ~~8~~5:00 p.m.
Any Sunday, New Year's Day, Thanksgiving Day, Christmas Day, Independence Day, and any City Holiday on which there is no curbside trash collection ~~whenever corresponding Friday or Monday on which the city observes that holiday~~:	Before 12:00 noon or after ~~8~~5:00 p.m.

July 9, 2020

RE: Noise Ordinance Recommendation

ZPC Recommendation: Option A: Quiet Hours Modification

The Zoning and Planning Commission is recommending that City Council adopt a revised Residential Quiet Hours definition and proposed amendments to the Noise Ordinance. These proposed modifications add additional Residential Quiet Hours, while still providing reasonable times when intense work can be performed. This proposal allows permitted construction, and lawn and garden maintenance to continue without a dB(A) limitation outside of Residential Quiet Hours. The Building Official has been given the flexibility to allow construction work during residential quiet hours, when necessary for a construction project. The ZPC has provided a second option to City Council that regulates the noise generated by yard care equipment outside Residential Quiet Hours. ZPC is not recommending this option because it believes the recommended approach will provide the most benefit for the community and will be far easier to implement and enforce.

ZPC believes it will be useful to the City Council for ZPC to summarize its reasoning for recommending Option A over Option B, which places decibel limits on equipment. The Commission has not recommended this option for the following reasons:

- Practical difficulties in enforcing decibel limits given the relatively short amount of time it takes to do the typical yard.

- Increased burdens on Code Enforcement and West U PD and the need for additional equipment that requires calibration.

- Increased time and effort necessary to inform contractors and residents.

- Unfairness to lawn contractors who would have to purchase equipment that is only required in West University Place.

- Possible increase in price for lawn services in West University Place to pay for new equipment.

- Concern that required equipment will not be as efficient or powerful as current equipment, which may require equipment to run longer.

- Difficulty with a rationale for different allowable sound levels for equipment such as lawn mowers and leaf blowers.

- Equipment rated higher than 70 dB(A) can be and reportedly is operated at a lower dB(A) level by controlling or limiting the throttle.

For these reasons the ZPC is recommending Option A, modifying Residential Quiet Hours as the preferred way of regulating noise generated by yard care work within the City.

Sincerely,

Richard Wilson
ZPC Chair

AGENDA MEMO

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

Meeting Date	7.13.2020	**Agenda Item**	9
Approved by City Manager	Yes	**Presenter(s)**	Richard Wilson, Chair
Reviewed by City Attorney	Yes	**Department**	Zoning and Planning Commission
Subject	Outdoor Lighting Regulations		
Attachments	Proposed Ordinance – Chapter 54 Article IX Section 54-216 to 54-220		
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

For the past two years, the Zoning and Planning Commission (ZPC) has been reviewing and discussing proposed changes to the current lighting regulations. As a result of those discussions, including at the last ZPC meeting held on June 11, 2020, revisions were proposed as outlined in the attached ordinance.

Key areas revised in the Chapter include:

- Sec. 54-215 **Purpose** – defines the necessity to provide regulations for outdoor lighting.
- Sec. 54-216 **Definitions** – the inclusion of glare and outdoor lighting
- Sec. 54-217 **Violations Declared** – defines what is prohibited
- Sec. 54-218 **Enforcement** – new section added which authorizes the City to take necessary actions for compliance.
- Sec. 54- 218 **Exceptions** – defines exceptions to outdoor lighting that does not apply to this ordinance.
- Sec. 54-219 **Penalty** – authorizes the City to levy fines for non-compliance with the ordinance.

Recommended Action

Staff recommends that City Council approve the amendment Chapter 54, Article II on the first of two readings of this ordinance.

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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 54, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, BY ADOPTION OF A NEW ARTICLE IX, OUTDOOR LIGHTING REGULATIONS, 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 54, Offences and Miscellaneous Provisions, of the Code of Ordinances, of the City of West University Place, Texas is amended by the adoption of a new Article IX, Outdoor Lighting Regulations, to read as set out in Appendix A, attached hereto. All other portions of Chapter 54 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"

Chapter 54 - OFFENSES AND MISCELLANEOUS PROVISIONS

Article IX. Outdoor Lighting Regulations

Sec. 54-215 – Purpose.

The purpose of this article is to provide regulations for outdoor lighting that will minimize adverse offsite impacts of outdoor lighting such as light glare.

Sec. 54-216 - Definitions.

The following words, terms, and phrases, when used in this article, shall have the following meanings:

Glare means the sensation produced by luminances within the visual field, that are sufficiently greater than the luminance to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance or visibility.

Outdoor lighting means lighting equipment installed within the property line and outside the building envelope, whether attached to poles, building structures, the earth, or any other location, and any associated lighting control equipment.

Sec. 54-217. – Violation Declared.

(a) It shall be unlawful for any person to cause or permit to be energized, on property owned or under his or her possession or control, any outdoor lighting which projects a glare directly upon any lot, tract, parcel of land, or other private property other than that property upon which such outdoor lighting is situated.

(b) The use of laser source light, searchlights, flashing and/or rotating lights or any similar high intensity light for outdoor advertising or entertainment, when projected above the horizontal, is prohibited, unless as authorized by this article.

Sec. 54-218. – Enforcement.

Upon receipt of a complaint from any citizen, or upon the initiative of any employee of the City of West University Place, Texas, a compliance inspection shall be conducted by the City Building Official, code enforcement officers, peace officer, or other representatives designated by the City Manager.

Sec. 54-219. – Exceptions.

(a) The provisions of this article shall not apply to:

1. Lighting operated for emergency lighting used by police, fire emergency, utility work personnel, or medical personnel, or at their direction.

2. Any City-owned and operated lighting.

3. Seasonal decorations using typical, unshielded, low-wattage, incandescent lamps or light-emitting diodes (LED) or holiday light projectors shall be permitted from November 10th through January 30th.

4. Lighting that illuminates the United States and State of Texas flags. All other outdoor lighted flags, such as, but not limited to decorative and commercial flags shall conform to these provisions.

(b) Residential security lighting, such as motion activated flood lights are permissible under the following condition: lighting must be installed or shielded in a way that does not cause light glare onto other properties, in accordance with Section 54-217.

Sec. 54-220. – Penalty

Any person violating any provision of this article may be charged with a misdemeanor and if convicted, may be subject to a fine of not more than $500.00. Each occurrence of any such violation of this article shall constitute a separate offense. Each day on which any such violation of this article occurs shall constitute a separate offense.

AGENDA MEMO

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

Meeting Date	07.13.2020	**Agenda Item**	10
Approved by City Manager	Yes	**Presenter(s)**	A. Taylor, EMC, Fire Chief
Reviewed by City Attorney	N/A	**Department**	Fire
Subject	Information and Update Related to COVID-19 and City Response		
Attachments	None		
Financial Information	Expenditure Required:	None	
	Amount Budgeted:	None	
	Account Number:	None	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

Update and discussion between City Council and staff on the COVID-19 emergency and City's response to this declared emergency.

Recommended Action

Discussion purposes only, no action recommended.

AGENDA MEMO

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

Meeting Date	07.13.2020	**Agenda Item**	11
Approved by City Manager	Yes	**Presenter(s)**	Councilmember L. Lankford and Councilmember J. Barnes
Reviewed by City Attorney	No	**Department**	City Council
Subject	HomeSecure Concept Proposal		
Attachments	None		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

At the Councilmember of June 22, 2020, during the discussion on Boards and Commission projects and direction, Councilmember Lankford suggested a program for consideration that would assist residents, particularly seniors, in keeping their properties maintained if there was an incident that would keep them away from their homes for an extended period of time.

After a brief discussion, Mayor Higley suggested that Councilmember Lankford partner with Councilmember Barnes, as the Council liaison for the Seniors Board, and prepare a proposal for discussion on how they envision the program to work.

Recommended Action

Discuss and take any desired action.

Proposed HomeSecure™ Concept

I. Existing Problem Defined

As a function of the commitment of the City of West University Place (the "City") to the facilitation of aging-in-place by its citizens, there is a need to ensure that homes and outbuildings are properly secured and maintained when owners are absent for extended periods while receiving medical care or treatment. The commencement and length of these absences are often not known in advance, particularly where the homeowner requires emergency medical treatment. As a result, homes may be left vacant, but not abandoned, and may be allowed to fall into considerable disrepair, including, but not limited to, the intrusion of wildlife into the interior of the home and other unsafe conditions. Often, homeowners or their families have the means to make any necessary repairs, but may be unaware of the need to do so in their absence.

At present, though there is a House Watch service provided by the City police department, it (a) requires that the homeowner give advance notice of the period of their absence; (b) requires renewal every thirty (30) days; and (c) does not provide a right of access to the rear of the property to inspect exterior conditions not visible from the front right-of-way. There is similarly a Knox Box program provided through the fire department, which installs exterior key safes to allow firefighters entry in the event of a fire or other emergency, but it likewise is limited in its use.

II. Summary of HomeSecure Concept

Create a watch system that (a) allows for advance sign-up to participate in the service, semi-automatic triggering upon the commencement of the medical absence, and a procedure for the notification by the homeowner or their designee on the termination of the absence; (b) provides a designated member of the City staff with a right of access, limited to the period of the noticed absence and limited to the exterior of the property, but including portions not visible from the street or front right-of-way, for the limited purpose of inspecting the condition of buildings and improvements; and (c) provides a method for notifying the homeowner or their designee of any conditions needing repair that are found.

III. Proposed Referral of Concept for Further Examination

Because the implementation of this concept will necessarily involve the deployment of City staff resources as well as interaction with the senior community, and may have permutations not observed by the authors, we believe that it is best referred for co-examination by both the Senior Services Board and the City staff.

IV. Issues to Examine

A. *What information should be required from the homeowner at sign-up* (e.g., should there be any information provided concerning presence of animals or unusual features in the rear of the property to assist safe entry)

B. *How should the "triggering" and cessation of the service be handled* (e.g., should the homeowner be required to designate a responsible third-person as someone who can trigger the watch in the event the homeowner is unable to do so or is incapacitated, who should be notified to trigger it and to cease the service and how should this be implemented and documented)

C. *Should there be a method for owners to sign up for the service while they are already off-site and receiving medical care* (i.e., (i) what procedures should be used; and (ii) who would be authorized to sign them up in the event that they are incapacitated)

D. *What measures need to be in place to allow access to the property* (i.e., (a) what is necessary to provide the limited legal right of access; and (b) what's needed to make sure that the inspecting individual has physical access (e.g., locked gates, etc.))

E. *Who should perform the inspection* (i.e., should it be the City's Code Enforcement Officer, police officer(s), firefighter(s) or other City personnel?)

F. *What is the scope of the authority to inspect* (e.g., how often should the inspections occur during the absence, are the inspecting individuals allowed to look in windows, etc.)

G. *How should the inspection be documented* (for the protection of both homeowner and inspecting individual(s))*, and what limitations should be placed on the use and availability of such documentation and any information gathered* (e.g., can photos be taken, can information or documentation gathered be used for criminal or civil prosecution, etc.)

H. *What, if any, notification should be given to neighboring property owners, so that they do not confuse the inspector with someone breaking in.*

I. *What City internal security measures would be needed to keep absences confidential to avoid making criminals aware of an unoccupied property.*

J. *Should owners automatically be signed up for this service when they sign up for one or more existing services (e.g., House Watch or Knox Box), and, if so, how should the program be administered/coordinated across different departments?*

V. Potential Expansions of the HomeSecure Program and Associated Issues

A. *Should this program also be offered for homes that remain unoccupied on a more semi-permanent basis* (e.g., spec homes, properties where the owner lives elsewhere, properties in probate, etc.)

B. *Should the owners of vacant homes be required to register them with the City after they have been vacant for a certain period of time* (this has a number of sub-issues, e.g., how do we define "vacant" and how long will we allow it to be vacant before requiring registration)

C. *Should there be a separate registry for homes that are unoccupied because they are newly constructed or otherwise on the market to distinguish them from older stock homes that are merely vacant* (this might be an attractive option for builders and realtors)

AGENDA MEMO

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

Meeting Date	07.13.2002	**Agenda Item**	12A
Approved by City Manager	N/A	**Presenter(s)**	T. Gilliam, City Secretary
Reviewed by City Attorney	N/A	**Department**	Administration
Subject	City Council Meeting Minutes		
Attachments	June 22, 2020 Minutes		
Financial Information	Expenditure Required:		N/A
	Amount Budgeted:		N/A
	Account Number:		N/A
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

The Minutes of the June 22, 2020 meeting of the City Council are attached.

Recommended Action

Staff recommends approval of the attached Minutes.

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 MINUTES

The City Council of the City of West University Place, Texas, met in a workshop and regular session via on **Monday, June 22, 2020**, at **5:00 p.m.** in the Council Chambers in the Municipal Building, 3800 University, West University Place.

Agenda items were as follows:

WORKSHOP (5:00 PM)

1. <u>Call Workshop to Order</u>

Mayor Higley called the Workshop to order at 5:00 p.m. Councilmembers Barnes, Lankford and Sobash were present. City Manager Beach, City Secretary Gilliam, City Attorney Petrov, and PW Director Barrera were also present. Mayor Pro Tem Trautner and City Attorney Petrov attended via audio/videoconference.

Consultants Nawa Panthi and Hui-Fong Chang with HTJ, LLC, were also in attendance in the Bill Watson Conference Room due for social distancing.

2. <u>Storm Water Drainage System Modeling Study</u>

Matters related to a modeling study on the City's storm water drainage system. ***Mr. Gerardo Barrera, Public Works Director***

Public Works Director Barrera and Mr. Panthi with HT&J, LLC, presented an overview of the modeling study, including background, drainage design criteria, existing conditions, hydrology and hydraulic modeling and proposed alternatives to resolve some of the existing issues.

City Manager Beach said the goal for the workshop is to answer Council's questions, provide Council with options resulting from the study and to get direction from Council as to which option it would like more information on so staff can prepare specific information for that option.

Mr. Panthi confirmed that the proposed options include improvements to Buffalo Speedway.

The proposed options, which include escalation pricing for a 5-year project, are:

Option 1: West side of the City along Academy plus shared line at City limit – $67M (Buffalo Speedway Improvements take care of most of the East side)
Option 2: New trunk line along Community – $60M.
Option 3: New trunk line on west side along Railroad – $59M + ROW
Option 4: Improving drainage system along West Point plus shared line at City limit – $66M
Option 5: Inline detention – $114M

City Manager Beach said staff will provide detailed information once Council provides direction on the preferred option.

DRAFT

After further discussion, City Manager Beach said staff and the engineer will use Option 2 as a baseline model.

A copy of the study is attached and audio of the discussion is on the City's website or you contact the City Secretary's office for a copy.

3. Adjourn Workshop

Councilmember Sobash moved to adjourn the Workshop at 6:27 pm. Councilmember Barnes seconded the motion. **MOTION PASSED.**

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

REGULAR MEETING (6:30 PM)

4. Call Regular Meeting to Order
Mayor Higley called the Regular Meeting to order at 6:31 p.m.

5. Roll Call
All members of Council were present, except Mayor Pro Tem Trautner who attend via audio/videoconference.

City Manager Beach, City Secretary Gilliam, City Attorney Petrov, HR Director Urban, Public Works Director Barrera, Fire Chief Taylor, Finance Director DuBose and Police Chief Walker were also present.

The City's CAFR consultant, Sarah Roberts with Weaver, was also in attendance via teleconference.

6. Pledge of Allegiance
Councilmember Sobash led the Pledge.

7. Public Comments
This is an opportunity for citizens to speak to the Council relating to agenda and non-agenda items.

There were no public comments.

8. Comprehensive Annual Financial Report (CAFR)
Matters related to acceptance of the City's Comprehensive Annual Financial Report. *Recommended Action: After hearing report from auditors, accept the Comprehensive Annual Financial Report.* ***Ms. Katherine DuBose***

Finance Director DuBose introduced Sarah Roberts who presented Council with the results of the Fiscal Year 2019 audit.

Councilmember Barnes moved to accept the Comprehensive Annual Financial Report. Councilmember Sobash seconded the motion. **MOTION PASSED.**

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

A copy of the presentation is attached and audio of the discussion is on the City's website or you contact the City Secretary's office for a copy.

9. Colonial Park East End Improvements

Matters related to approving the concept design and budget for the Colonial Park East End Improvement Project. *Recommended Action: Approve the concept design and budget by adopting an ordinance amending the budget for the improvements.* ***Mr. Jeremy Veld, P&R Administrative Manager***

Councilmember Barnes clarified for the record that the Friends of West U Parks Fund has approved the budget up to $398,850.88 and will be reimbursing the City for this project so the net cost for the City will be $0.

Councilmember Sobash moved to:

- Approve the Friends of West U Parks Fund, Inc., expenditure in an amount not to exceed $398,850.88;
- Adopt an ordinance approving and adopting an amendment to the 2020 Budget;
- Accept the Colonial Park East Playground lampposts project as presented with known deviations to the City's Zoning Code;
- Authorize the City Manager to execute necessary agreements to complete the specified Colonial Park East Improvements in an amount not to exceed $398,850.88.

Councilmember Lankford seconded the motion. **MOTION PASSED.**

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

10. Boards and Commissions

Matters related to proposed projects for the City's Boards and Commissions. *Recommended Action: Approve proposed projects.* ***Mr. Dave Beach, City Manager***

City Manager Beach presented and stated that the projects proposed were as a result of discussions with Council. Instead of reviewing each one, all of Council indicated that they had read the memo that outlined the projects and the responsible parties.

Councilmember Lankford proposed a project for the Seniors Board. She said as people age there may be times when they will have to go to the hospital or a nursing home temporarily or for an extended period and their homes will be vacant so it might be good to a have a program in place similar to the Police Department's House Watch for residents who go out of town. Councilmember Lankford said there could be a system put in place so that a resident could sign up if the home will be vacant and they don't have family in town. She said the program could include having somebody check on the home periodically to be sure there are no broken pipes, broken windows, etc. She said this will also help keep the vacant home in good standing for neighbors and the community.

Councilmember Barnes asked if this would be a simple "watch" program where the City would be put on notice that the house would be vacant for a period of time and that if something needs to be done it could be communicated to the homeowner.

Councilmember Lankford said she was thinking more of a watch system where the City could communicate to the resident who is away or to a family member (if they sign up) to give them information about something going wrong with the house.

DRAFT

Mayor Higley said his first response is "A+" however he doesn't want to break into a discussion right now. He said he doesn't want to send it to a committee because that takes time, but asked about sending it to the Senior Board to "noodle" on it. Councilmember Lankford said that is what she was thinking.

Councilmember Barnes said the Seniors Board has the Good Neighbor Team that does things like this. He said the Seniors Board has been discussing this type of program and it's been great concern about what issues would be created having someone go onto someone else's property.

Mayor Pro Tem Trautner said he wonders if Council needs to do something official as the Good Neighbor Team does something like this. He said he worries a little about taking up people's time on this when one can just give a key to the neighbor and ask that they watch the house.

Mayor Higley asked that Councilmembers Lankford and Barnes get together and discuss this and bring a proposal before Council for discussion.

City Manager Beach asked Mayor Higley if he would like to discuss his concern about the side setbacks on corner lots and how they extend in front of the building setback line for adjoining lots on the side streets. Mayor Higley asked if there is a committee that should hear this concern and City Manager Beach said the Zoning and Planning Commission. City Attorney Petrov agreed that would be a direction to the Zoning and Planning Commission.

Mayor Higley said he is coming from a place of deed restrictions and asked how the City would go about addressing the issue of deed restrictions. City Attorney Petrov said over time deed restrictions can lose their enforceability and said enforcement depends on the neighboring property owners. He also said that the City doesn't necessarily know if deed restrictions exist in respect to any particular piece of property.

Councilmember Barnes asked what issue is involved. Mayor Higley said the problem is side setbacks for houses on corners, an example of which is on the corner of Belmont and University.

Discussion on corner lots ensued and it was Council's consensus to direct the Zoning and Planning Commission to review the issue and recommend an ordinance to Council.

With no further discussion, City Manager Beach said it is staff's recommendation that Council forward the proposed items outlined in his agenda memo, plus the additions, to the appropriate boards, commissions and staff for review and recommendations on possible changes. Councilmember Sobash made the motion on staff's recommendation. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

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

Before moving on to the next item, Mayor Pro Tem Trautner suggested providing the boards and commissions, possibly via the website, with a one-page summary of Council's list of high-level priorities so they know Council's general direction of thinking. City Manager Beach said staff will provide the list to the boards and commissions.

11. <u>Information and Updates related to COVID-19</u>

Matters related to COVID-19. *Recommended Action: Discuss and take any desired action.* ***Mr. Dave Beach, City Manager and Mr. Aaron Taylor, Fire Chief and Emergency Management Coordinator***

Fire Chief reported following on COVID-19:

- The West U specific data received by the Harris County Public Health Department and reported to Council at its last meeting was inaccurate. It was reported that we were up to 22 reported cases, but it is actually 15 confirmed cases 5 of which are active, 10 recovered and 0 deaths.
- Staff continues to monitor state and regional COVID data and is seeing a concerning increase in both new cases and the positivity rate, currently at 9%. Governor Abbott previously warned that the critical level is the 10% positivity threshold.
- Harris County threat level remains at Level 2 which is to minimize all contact.
- Staff will continue to monitor and make adjustments accordingly in order to keep staff and the public safe.
- Regarding the employees that tested positive for the virus at Colonial Park, staff has identified those individuals that might have been at risk to exposure. Those individuals have been directed to self-quarantine and the City has offered COVID-19 testing for those employees.
- Additional safety measures have been identified and implemented to provide a higher level of safety for both staff and residents.
- The City is changing policy to require the public to wear masks when entering City facilities.

12. <u>Consent Agenda</u>

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. <u>City Council Minutes</u>

Approve the City Council Meeting Minutes of June 8, 2020, June 14, 2020 City Council Strategic Visioning Workshop and June 15, 2020 City Council Strategic Visioning Workshop.

B. <u>Council Rules of Procedure</u>

Matters related to an ordinance adopting revisions to Council's Rules of Procedure. *Recommended Action: Adopt ordinance on second and final reading.* ***Mr. Dave Beach, City Manager***

C. <u>Texas Local Government Investment Pool Authorizations</u>

Matters related to a resolution amending authorized representatives to the Texas Local Government Investment Pool (TexPool / TexPool Prime) to conduct transactions for the investment of City funds. *Recommended Actions: Approve resolution amending the Authorized Representatives and appointing the Authorized Representatives as Investment Officials.* ***Ms. Katherine DuBose, Finance Director***

Councilmember Lankford requested that Item B removed from the Consent Agenda for discussion. She also requested that the June 8, 2020 and June 15, 2020 be removed from Item A for small corrections.

Councilmember Sobash moved to approve the remaining Consent Agenda Items (June 14th Minutes in Item A and Item C) Councilmember Barnes seconded the motion. **MOTION PASSED.**

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

Regarding the June 8, 2020 Minutes, the following changes were made by Councilmember Lankford:

- Note that the consultant from GovHR attended via teleconference for the consultant from GovHR.
- At the bottom of Page 2 it should be 4 out of 18, not 14 out of 18.
- On Page 3 of the same Minutes, Councilmember Lankford said that where it states that Councilmember Sobash stated that acceptance of the compensation study…" and that he said "if there are more questions, Council can table the item and not accept it." She said she thinks

somebody else said that. City Manager Beach said he believes he said that and City Secretary Gilliam agreed.

- On Page 5 “state and regional data” should be “state and regional date.”

Councilmember Sobash moved to approve the June 8, 2020 Minutes with corrections as noted. Councilmember Barnes seconded the motion. **MOTION PASSED.**

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

Regarding the June 15, 2020 Minutes, Councilmember Lankford asked that it be noted that Consultant Lyle Sumek attended the meeting remotely or via teleconference.

Councilmember Barnes moved to approve the June 15, 2020 Minutes as amended. Councilmember Lankford seconded the motion. **MOTION PASSED.**

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

Regarding Item B (Rules of Procedure) City Manager Beach requested the following changes:

- On Page 4, regarding Agenda Deadline, change “by 5:00 pm on the fifth day” to “by noon on the fifth calendar day” preceding a meeting.
- On Page 5, change “meeting” presiding officer to “meeting’s” presiding officer.
- On Page 7, add a period at the end of Rule.

Councilmember Sobash moved to approve the new Rules of Procedures with the proposed changes. Councilmember Barnes seconded the motion. **MOTION PASSED.**

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

13. <u>Adjourn Regular Meeting</u>

Councilmember Barnes moved to adjourn the meeting at 8:15 p.m. Councilmember Sobash seconded the motion. **MOTION PASSED.**

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

Audio of this 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: _____

Attached: City-wide Storm Sewer Analysis
Financial Audit Presentation

DRAFT

City of West University Place
Citywide Storm Sewer Analysis

June 22, 2020

Prepared for:

City of West University Place

Prepared by:

HT&J, LLC

(FOR INFO PURPOSES ONLY)
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Agenda

- Background Introduction
- Drainage Design Criteria
- Hydrology & Hydraulic Modeling
- Alternatives

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Basic H&H Information

(FOR INFO PURPOSES ONLY)
Do not use as FINAL copy.

Rainfall Total and Annual Exceedance

Duration	50% AEP	20%AEP	10% AEP	4% AEP	2% AEP	1% AEP	0.5% AEP	0.2% AEP	0.1% AEP
	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year	200-Year	500-Year	1000-Year
5-min	0.58	0.73	0.85	1.01	1.13	1.26	1.39	1.58	1.72
10-min	0.92	1.16	1.35	1.61	1.81	2.01	2.21	2.48	2.68
15-min	1.17	1.46	1.69	2.01	2.25	2.49	2.76	3.12	3.40
30-min	1.67	2.07	2.39	2.83	3.15	3.48	3.87	4.42	4.87
60-min	2.22	2.77	3.22	3.84	4.29	4.78	5.36	6.23	6.96
2-hr	2.79	3.56	4.25	5.24	6.02	6.89	7.95	9.56	10.90
3-hr	3.13	4.07	4.94	6.21	7.27	8.48	9.93	12.20	14.10
6-hr	3.75	4.98	6.15	7.94	9.48	11.30	13.40	16.70	19.50
12-hr	4.40	5.91	7.39	9.66	11.70	14.00	16.70	20.90	24.40
24-hr	5.11	6.92	8.71	11.50	14.00	16.90	20.10	25.00	29.10
2-day	5.90	8.05	10.20	13.70	16.80	20.40	24.10	29.20	33.30
3-day	6.43	8.78	11.10	14.90	18.30	22.10	26.00	31.20	35.20
4-day	6.82	9.29	11.70	15.60	19.10	22.90	26.80	32.10	36.20
7-day	7.69	10.30	12.90	16.80	20.30	24.10	28.00	33.40	37.60

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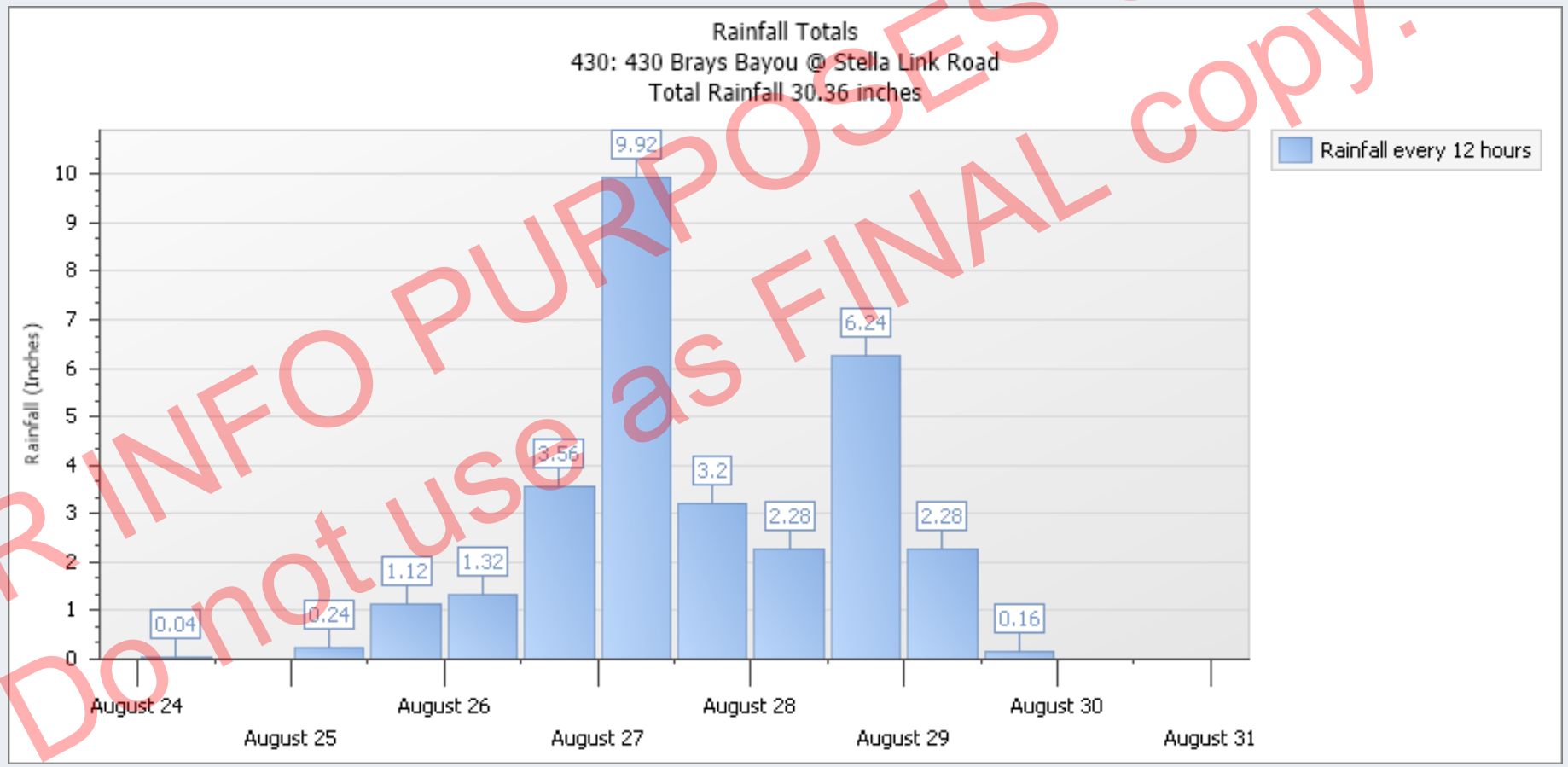
Hurricane Harvey Rain Total



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Historical Information

Historical Storm

Date	Event	Elevation
6/18/1973		45.10'
8/31/1981		46.10'
8/18/1983	Alicia	42.70'
3/4/1992		45.00'
10/18/1994		46.00'
9/11/1998	Frances	44.30'
6/9/2001	Allison #2	48.40'
11/17/2003		46.30'
9/13/2008	Ike (10-Year)	45.90'
4/28/2009		43.00'
1/9/2012		45.70'
5/26/2015	Memorial Day (50-Year)	48.30'
4/18/2016	Tax Day (10-Year)	46.50'
1/18/2017		45.70'
8/27/2017	Harvey (100-Year)	49.70'
High water mark elevations are approximate.		

Top of the Bank = 48.4 ft.

Flood Frequency	Elevation
10% (10-year)	45.50'
2% (50-year)	47.50'
1% (100-year)	49.60'
.2% (500-year)	51.80'

Flood frequency based on 24-hour duration

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Design Criteria

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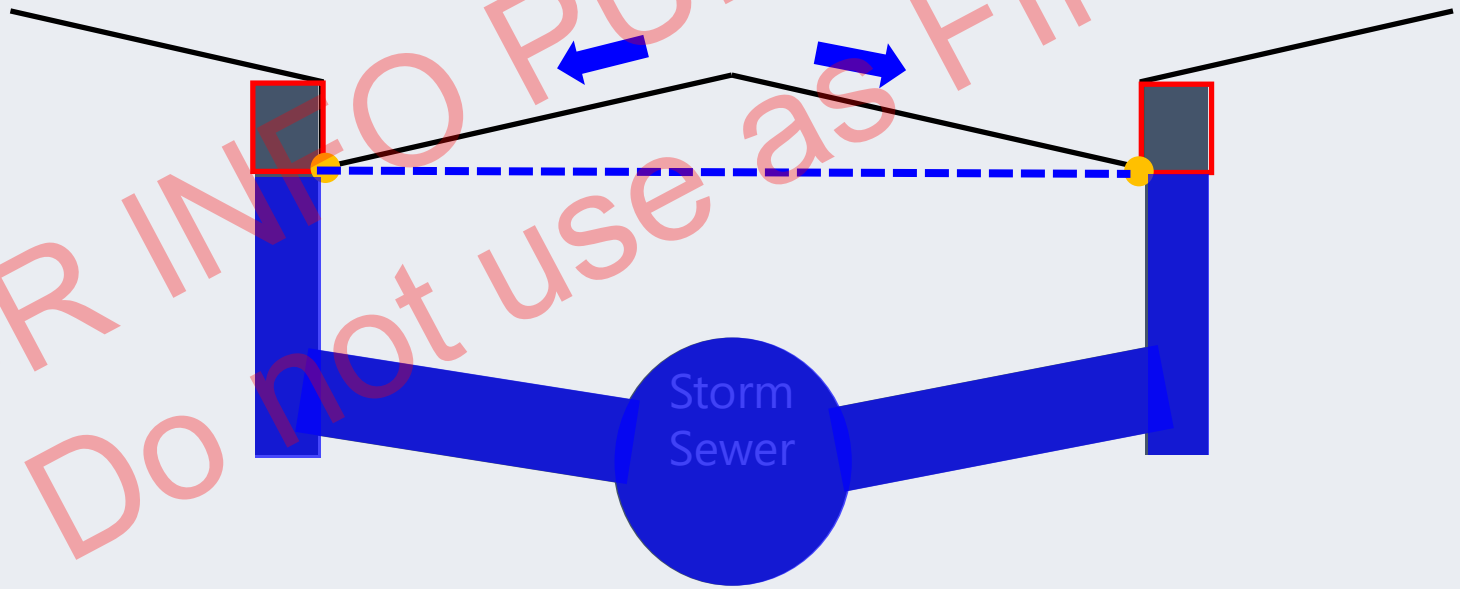
Drainage Design Criteria – 2-year

- **Hydraulic Grade Line (HGL) at or below the gutter**



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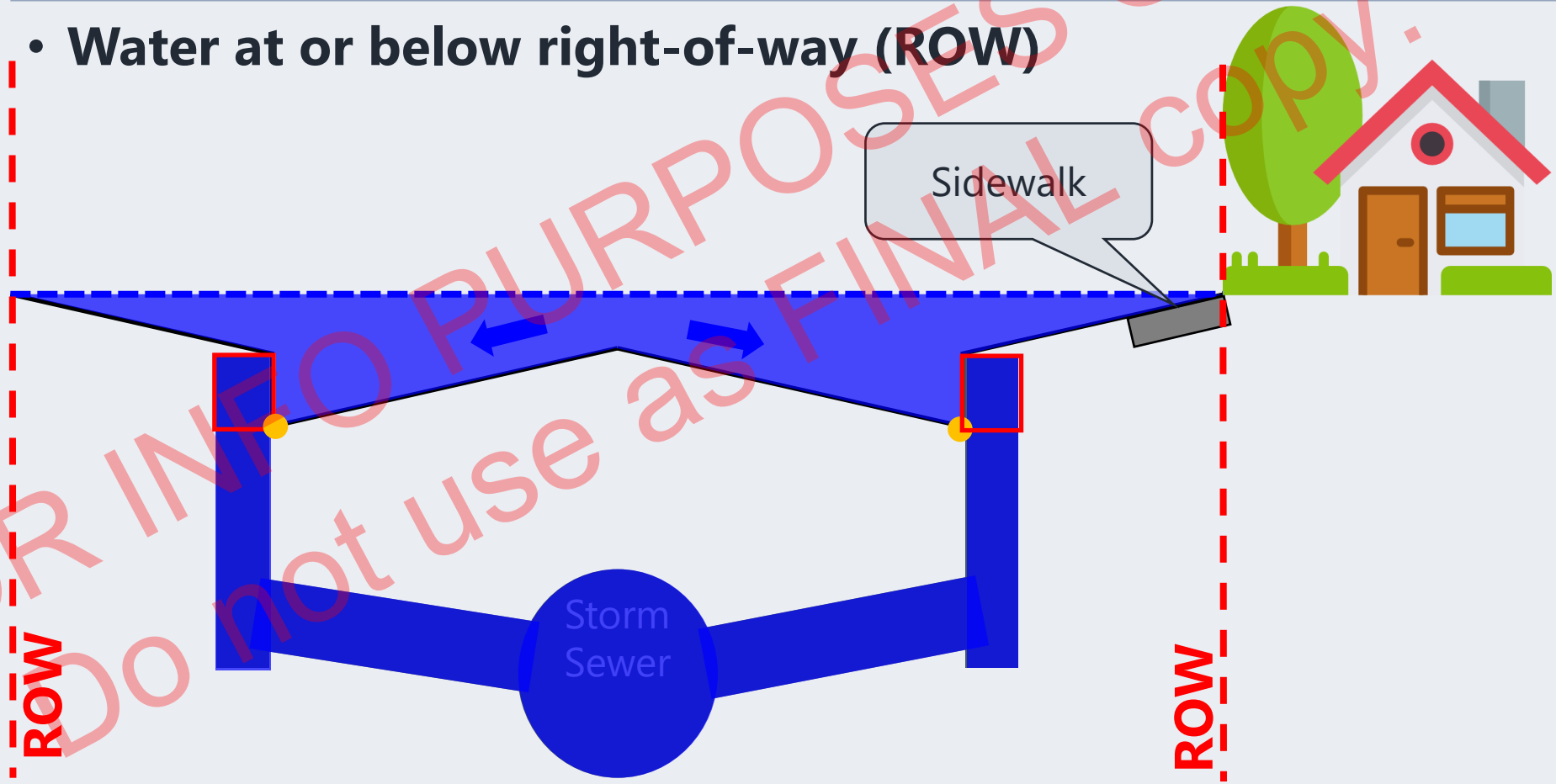
Drainage Design Criteria – 100-year

- **Water at or below right-of-way (ROW)**



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Existing Conditions

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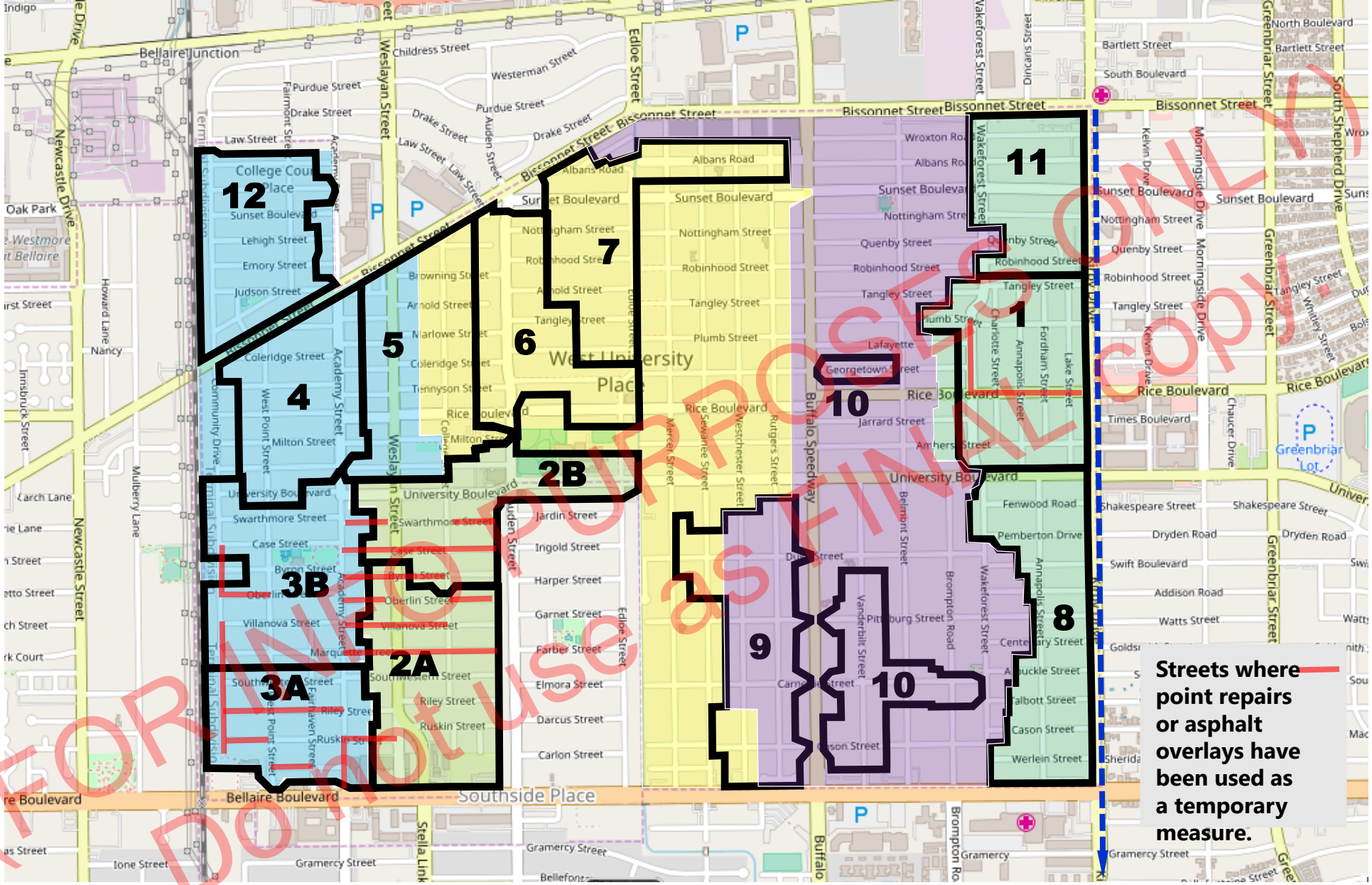

Planning Zones

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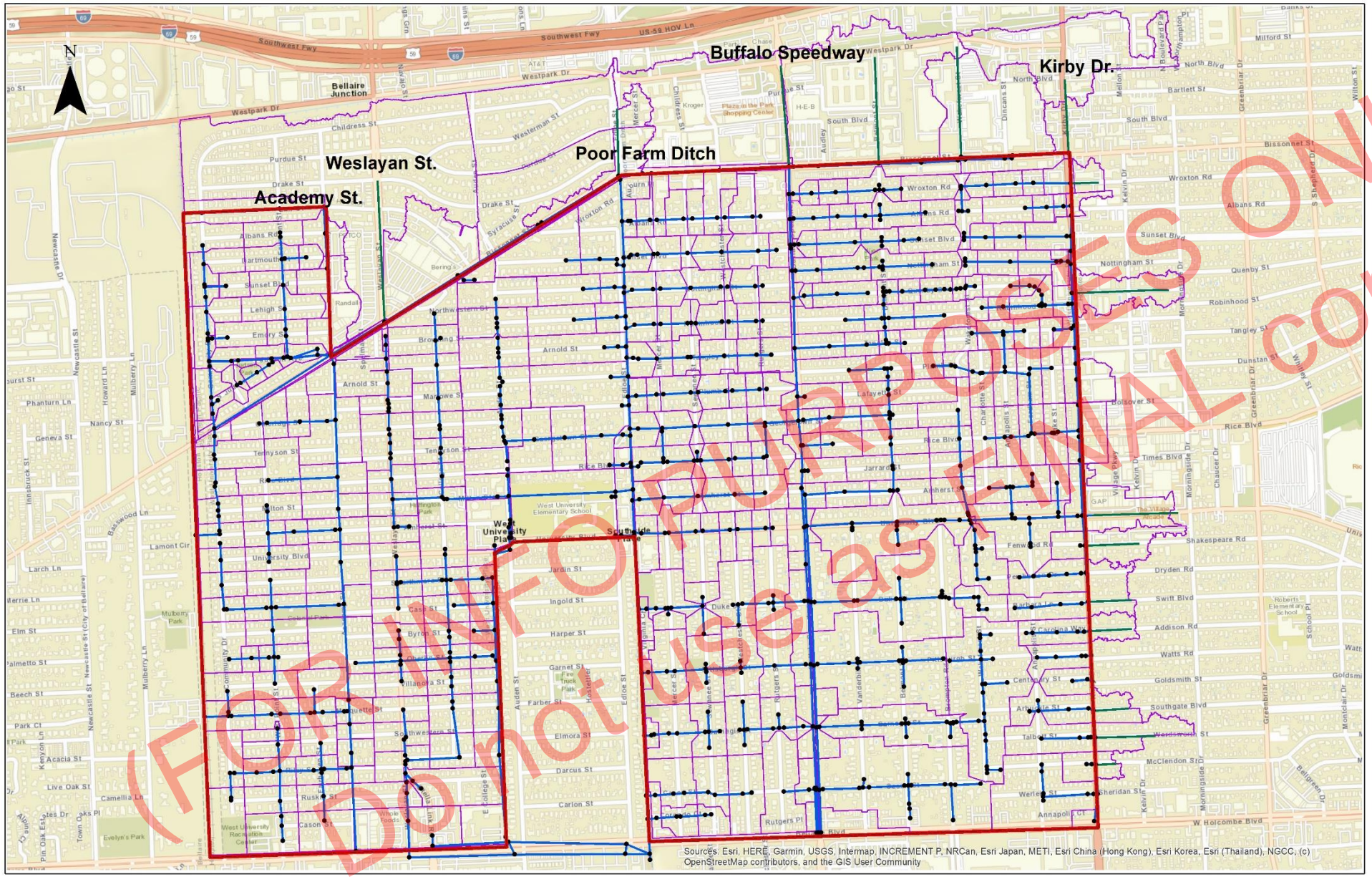
Road Reconstruction



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Existing Drainage System

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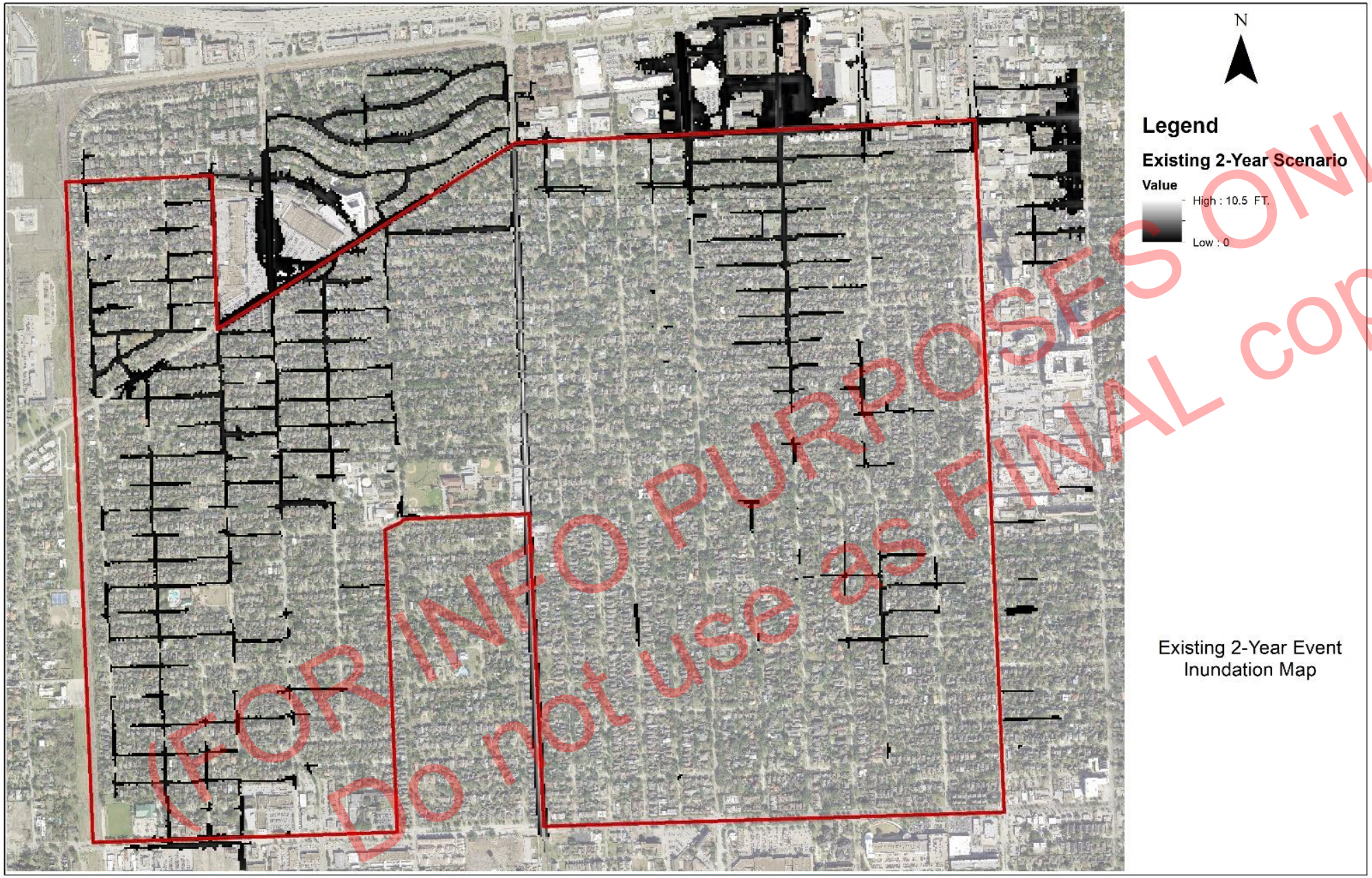
Existing Topography 2018 LiDAR



Existing 2-Year Event
Inundation Map

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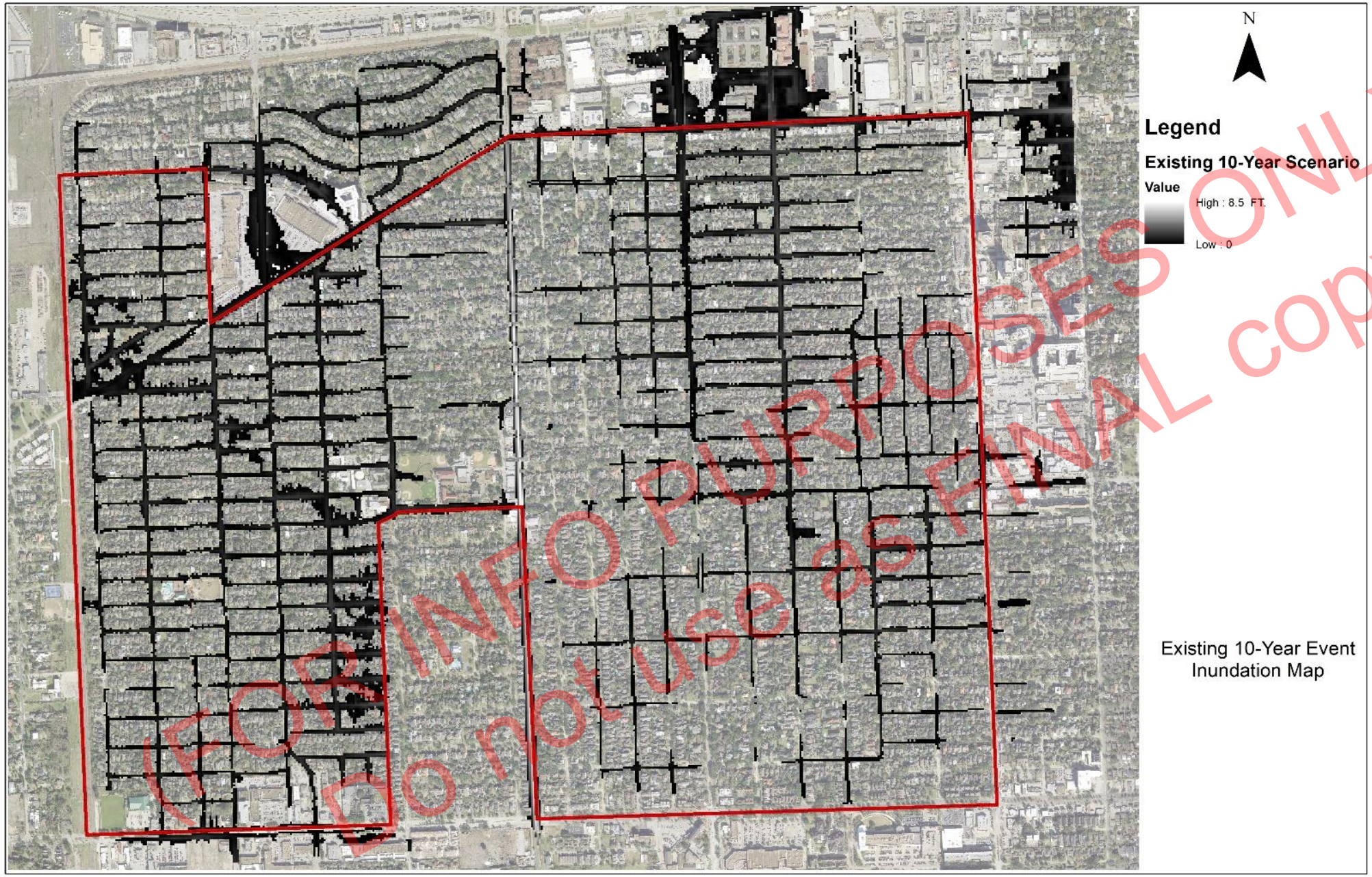

Existing 10-Year Event
Inundation Map

(FOR INFO PURPOSES ONLY)
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Existing 50-Year Event
Inundation Map

(FOR INFO PURPOSES ONLY)
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Existing 100-Year Event Inundation Map

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Proposed Conditions

1. Academy Street + Shared Line
2. Community Street + Shared Line
3. West Side Along Rail-Road + Shared Line
4. West Point + Shared Line

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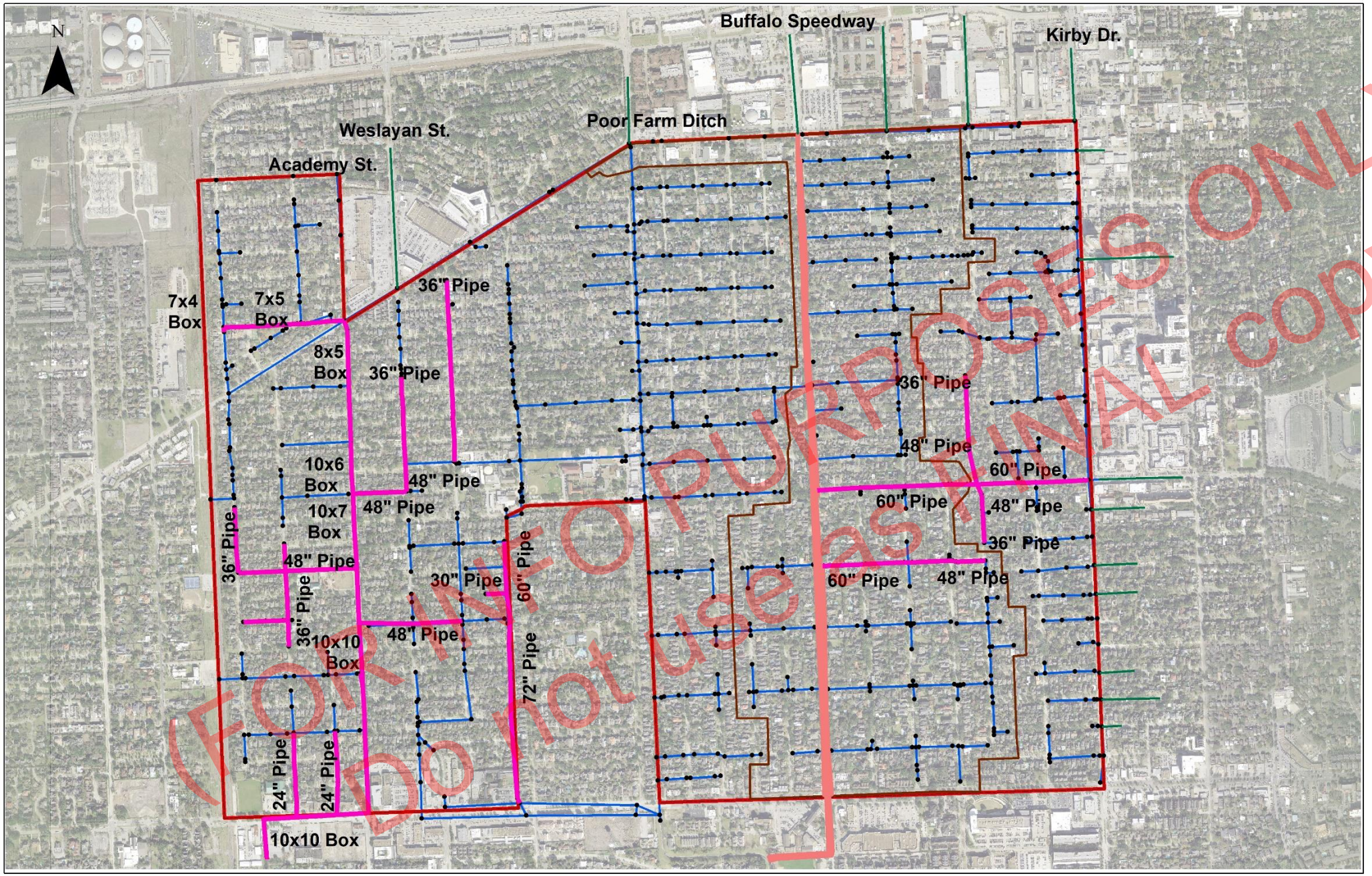


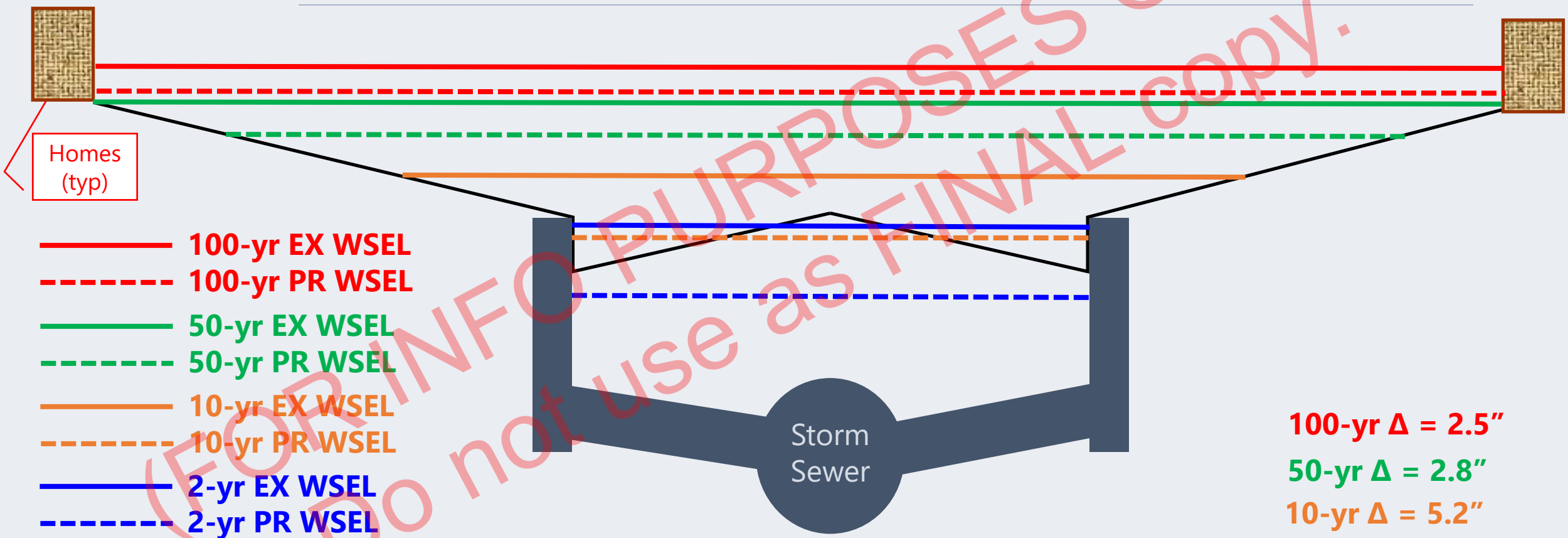
$67M

Along Academy Street and shared line at city limit

Option 1

HT&J, LLC

Average Drop in Water Surface Elevation



100-yr EX WSEL
100-yr PR WSEL
50-yr EX WSEL
50-yr PR WSEL
10-yr EX WSEL
10-yr PR WSEL
2-yr EX WSEL
2-yr PR WSEL

100-yr Δ = 2.5”
50-yr Δ = 2.8”
10-yr Δ = 5.2”
2-yr Δ = 9.3”

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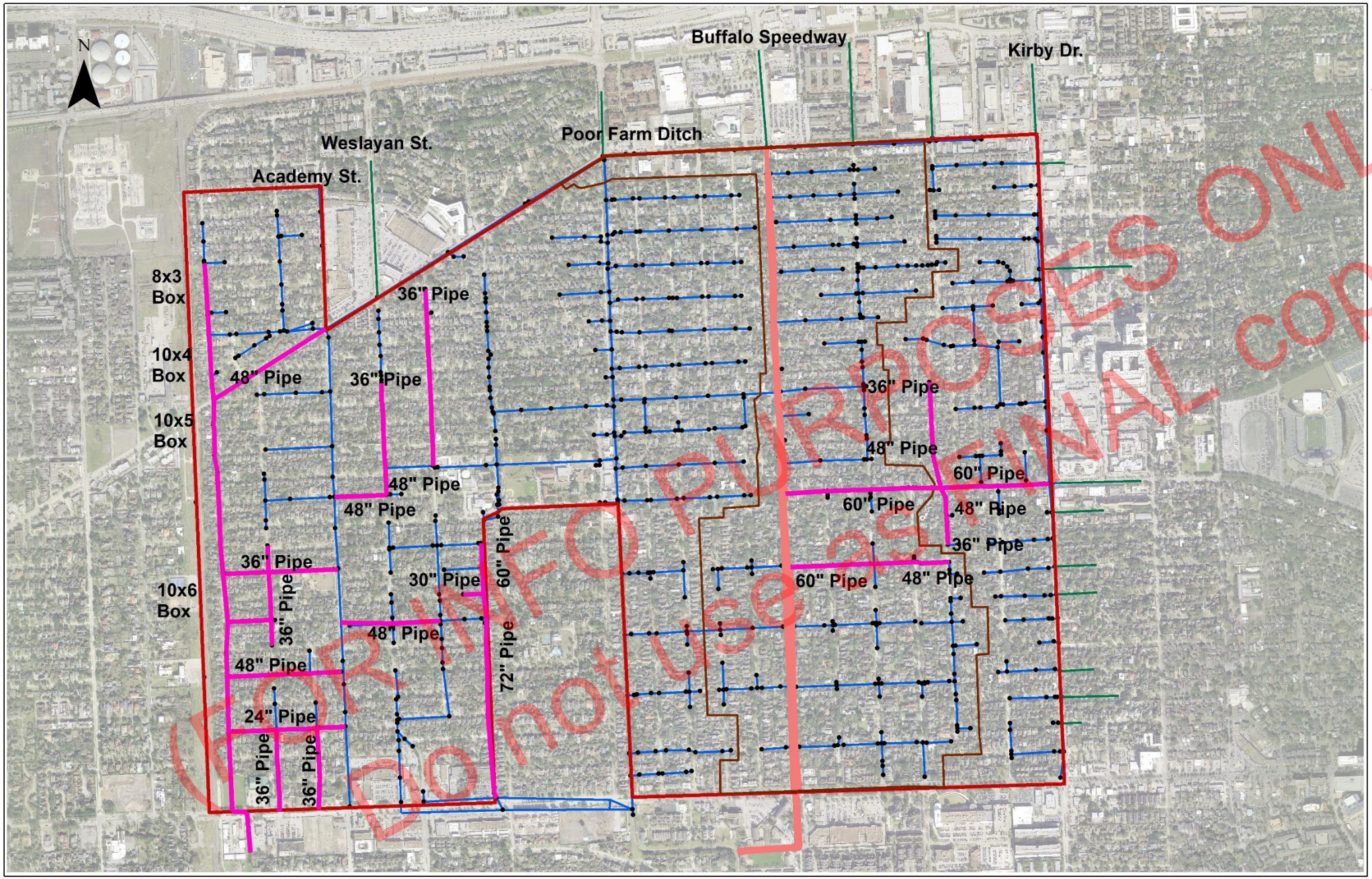

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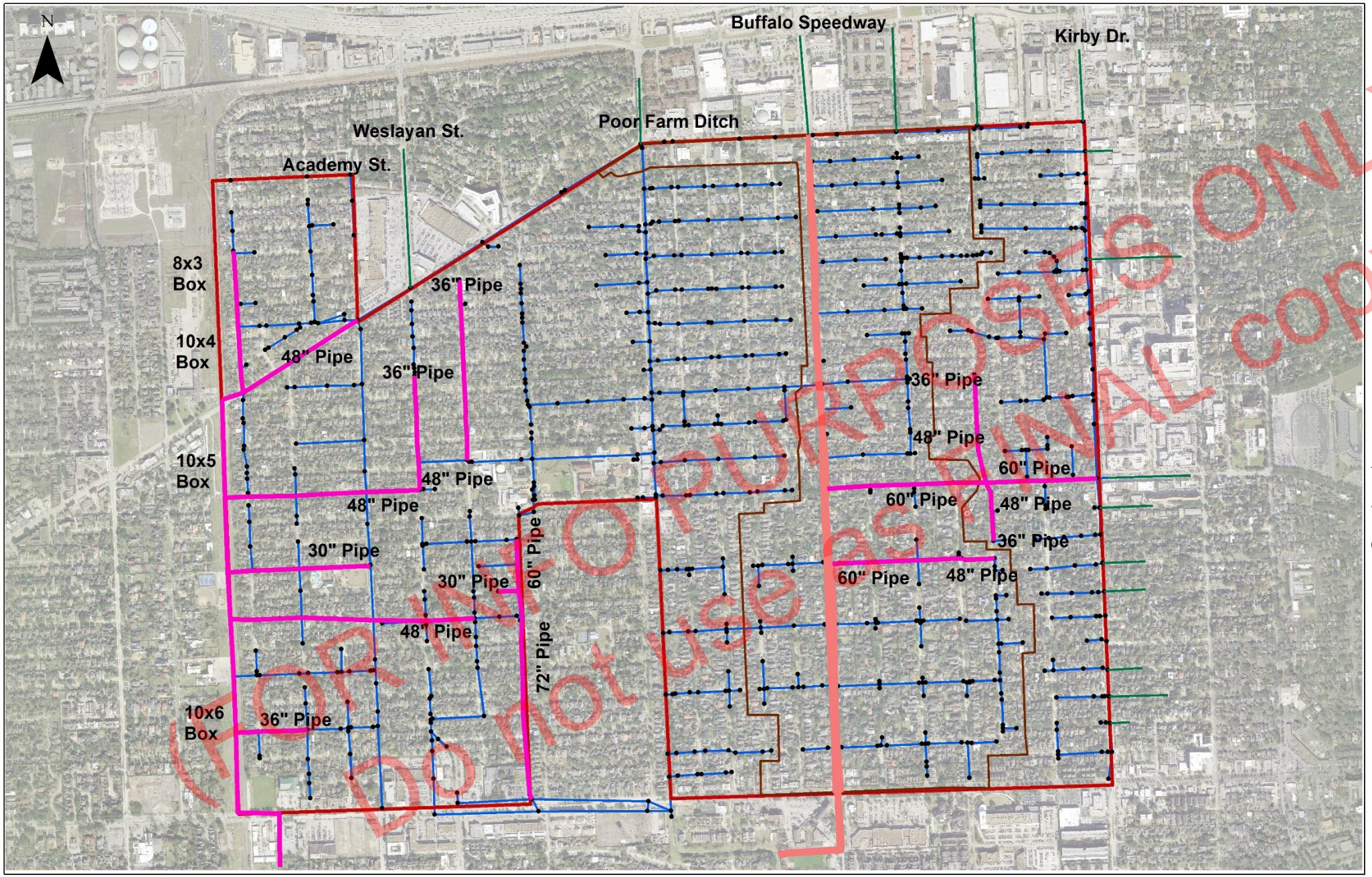
$60M

Along Community Drive and shared line at city limit

Option 2



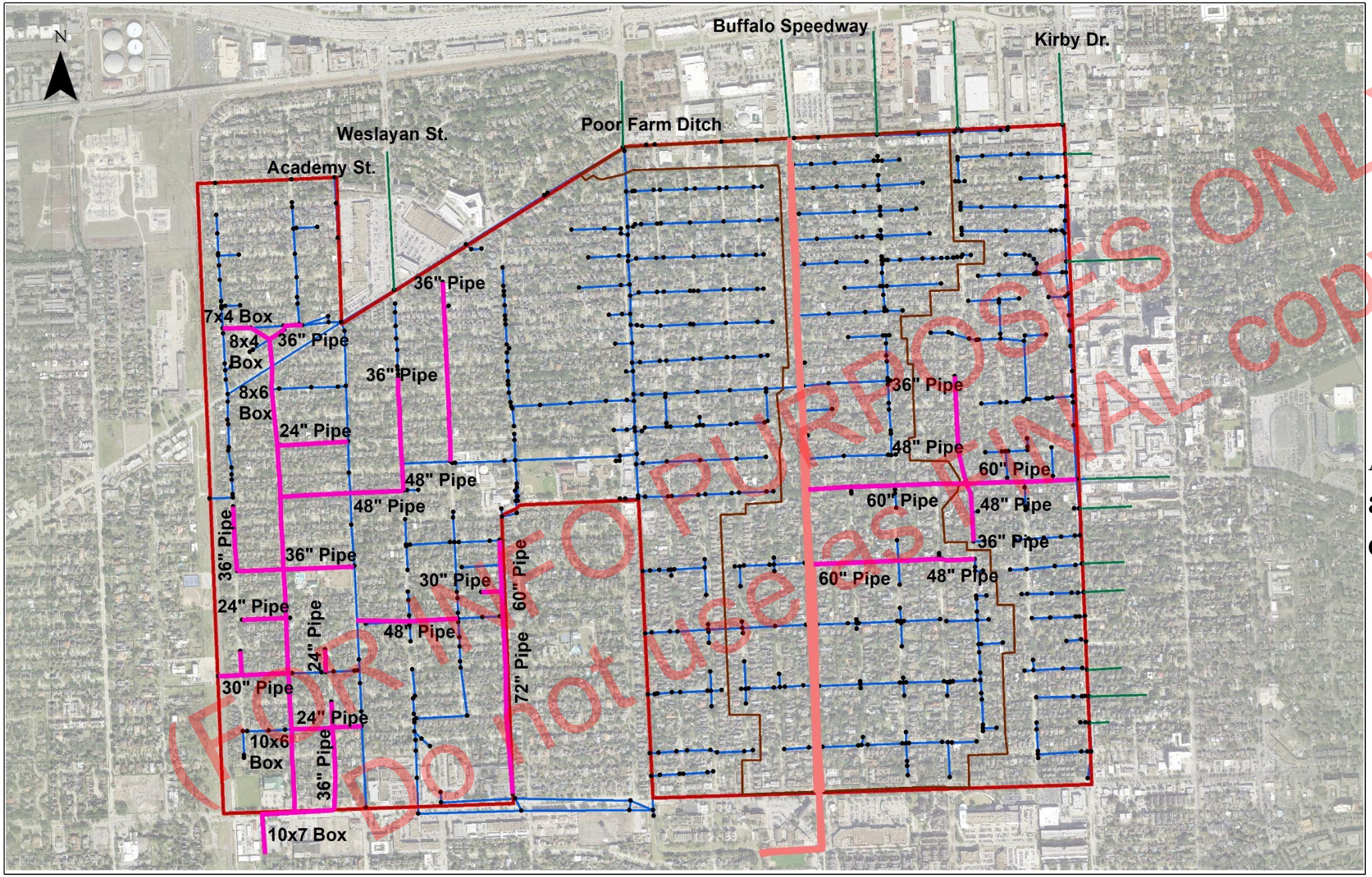
$59M

+

ROW

Along Railroad and shared line at city limit

Option 3



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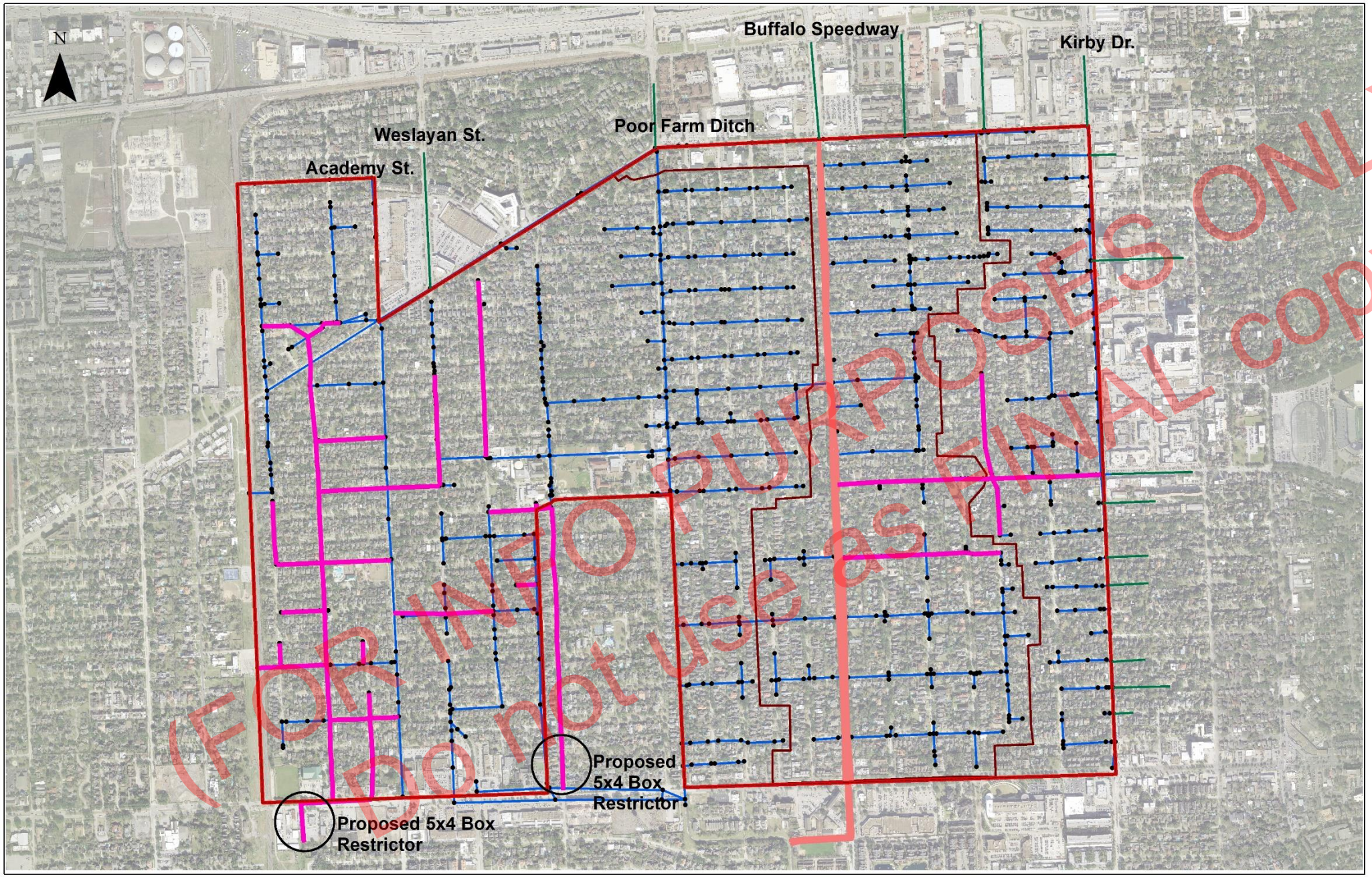
$66M

Along West Point and shared line at city limit

Option 4



Inline Detention

Inline Detention will increase the cost by $50M -$60M

Summary of Average Drop in Water Surface Elevation, Inches

Option	Cost	W/O Restrictor				W/ Restrictor			
		2-Year	10-Year	50-Year	100-Year	2-Year	10-Year	50-Year	100-Year
1- Academy	$67M	9.3	9.2	2.5	2.1	9.3	5.1	1.7	1.1
2- Community	$60M	9.3	7.1	3.5	3.0	9.3	5.1	1.7	1.1
3- Rail Road	$59M	9.3	7.1	3.6	3.0	Changes are Similar to Options 1 and 2			
4- WestPoint	$66M	9.3	5.2	2.8	2.5	9.3	5.1	1.7	1.1
5- Inline	$114M	9.3	14.4	6.9	5.9	9.3	8.6	4.3	3.2

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Cost Estimate Assumption

Exclusions

- Buffalo Speedway
- Any ROW Acquisition
- Cost of Future Detention Volume
- Except where full reconstruction was identified, pavement replacement includes single panel replacement

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LOW IMPACT DEVELOPMENT (LID) Concept

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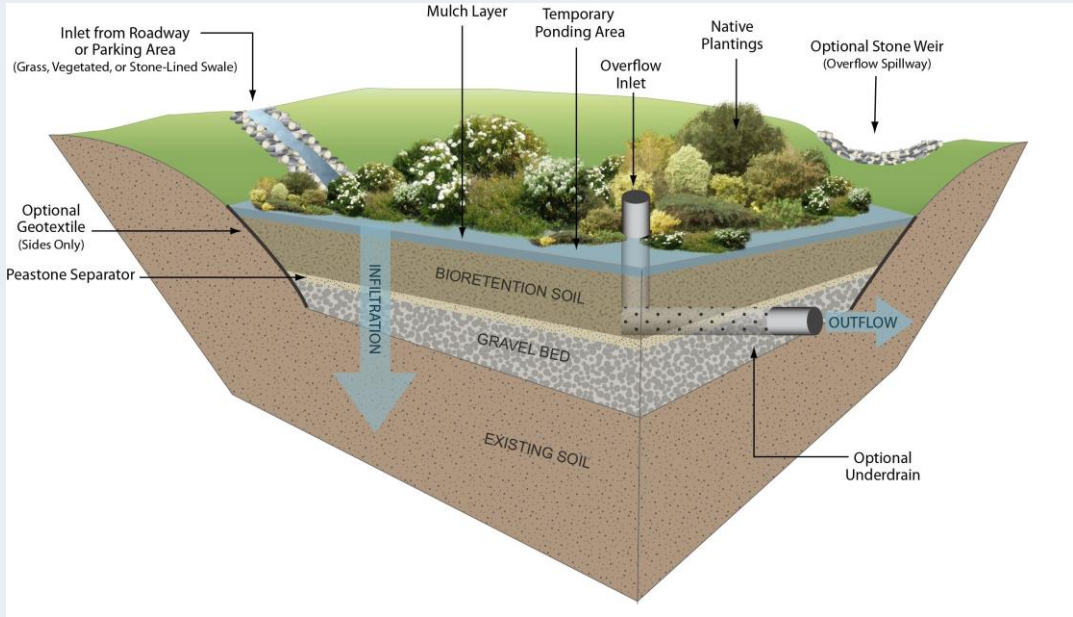

Bio Retention Basin / Raingarden

Rain Barrel

Bio-Swales

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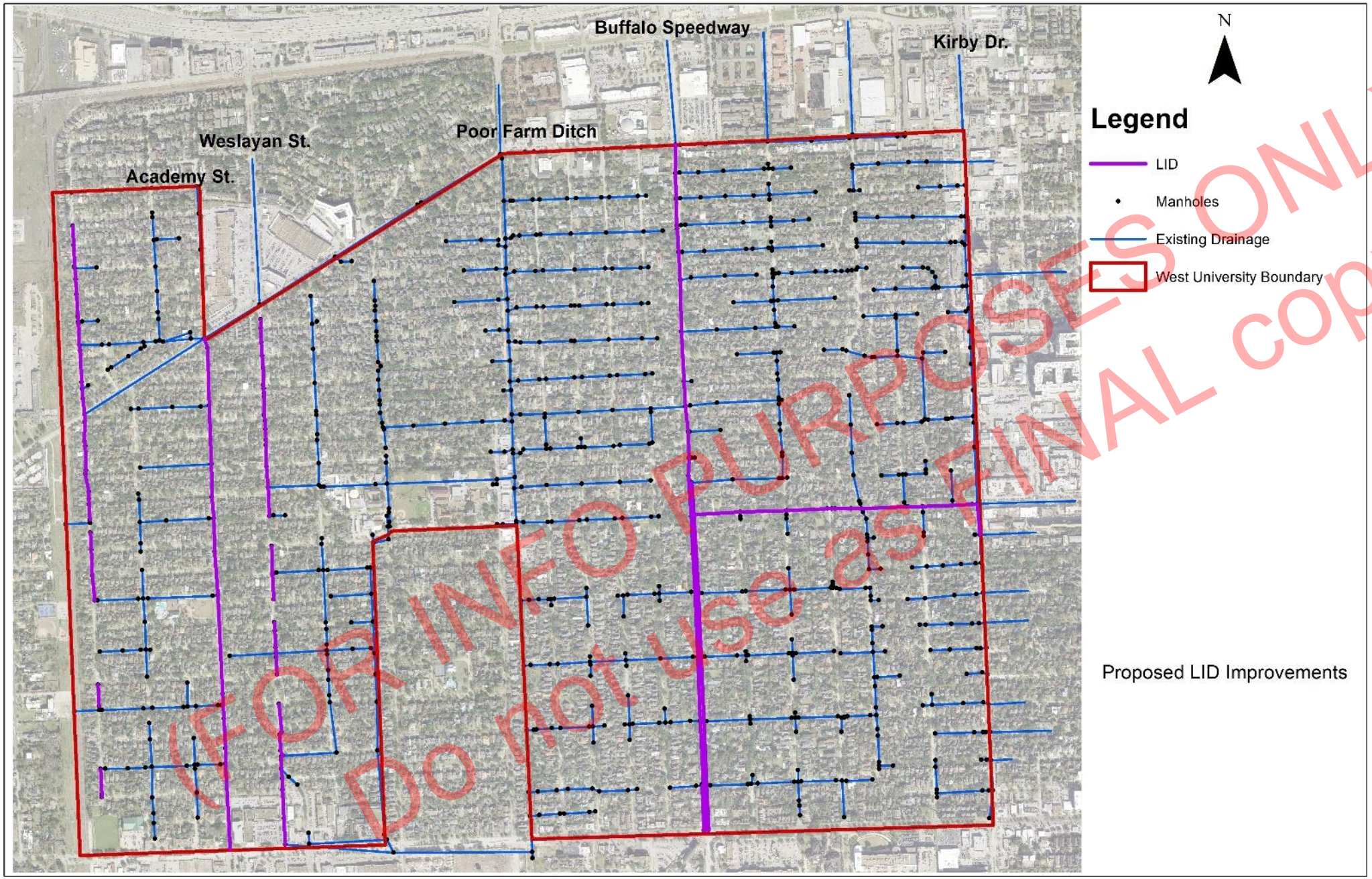
(FOR INFO PURPOSES ONLY)
Do not use as FINAL copy



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Additional Items

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Detention Pond at Coca-Cola Site

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Results / Findings

Detention Requirements for the Proposed Improvements without Restrictor

230 acre-feet

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Conclusion

- Proposed storm Sewer Improvements provide nearly 50-year Level-of-Service (LOS)
- Low Impact Development (LID) improvements can provide LOS up to 10-year
- Inline Detention help for smaller rain events
- Coca Cola site is not helping the system in a meaningful manner after Buffalo Speedway improvements

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Questions & Answers

Thank You

10351 Stella Link Road
Houston, Texas 77025

www.ht-j.com
hfc@ht-j.com

(O) 832-767-0090
(F) 832-767-0141

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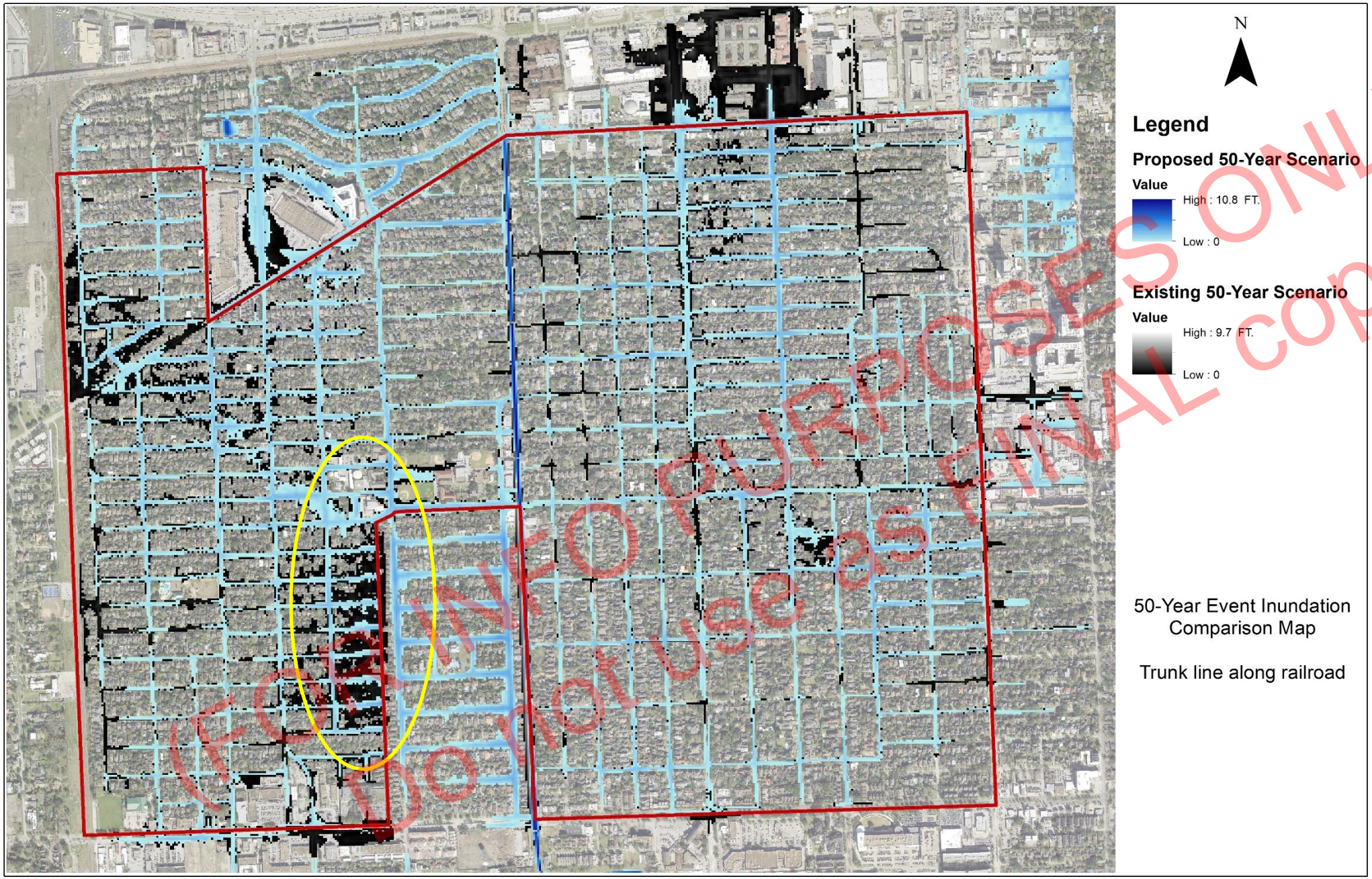

50-Year Event Inundation Comparison Map

Trunk line along railroad

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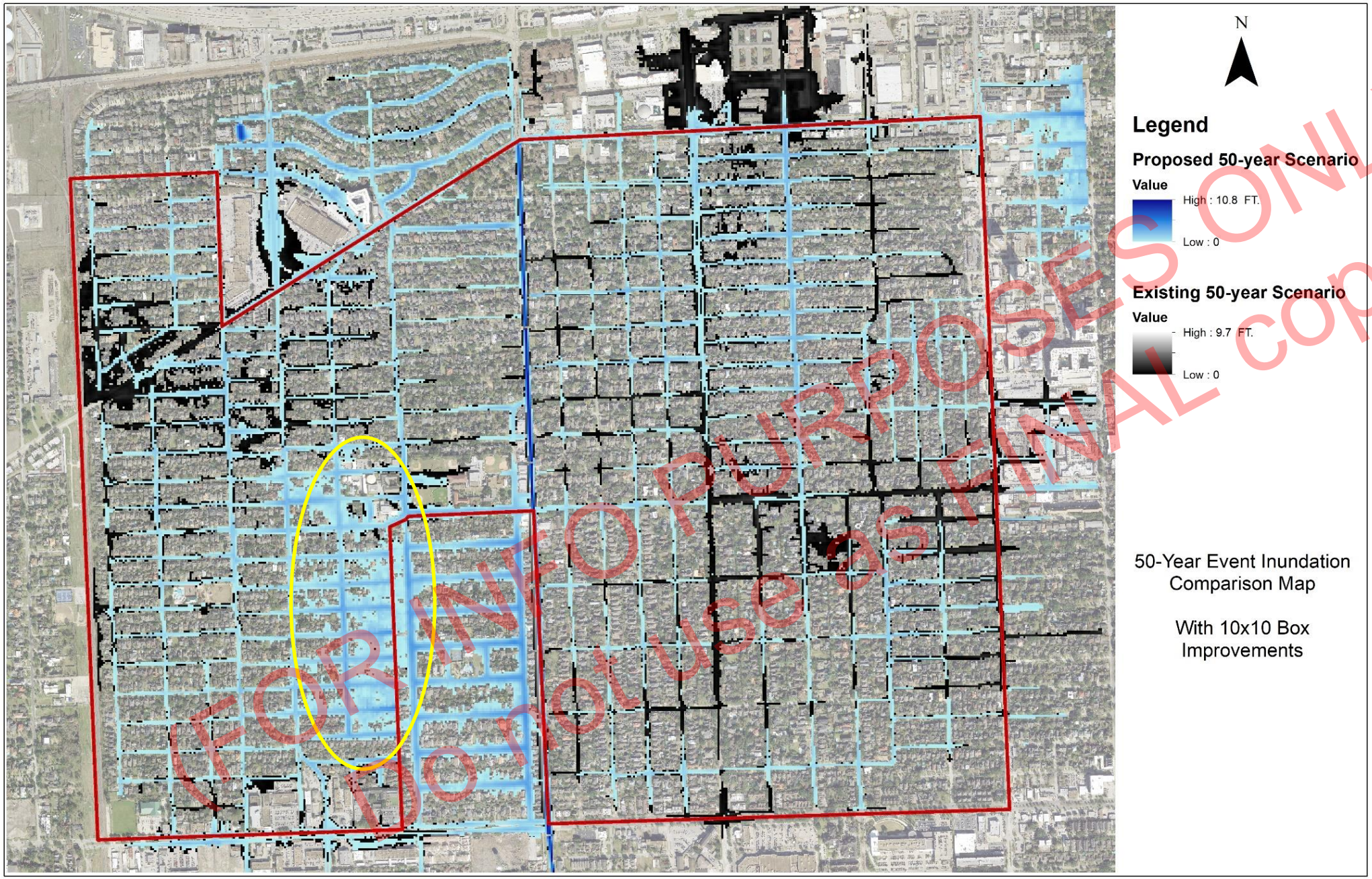

50-Year Event Inundation Comparison Map

With 10x10 Box Improvements

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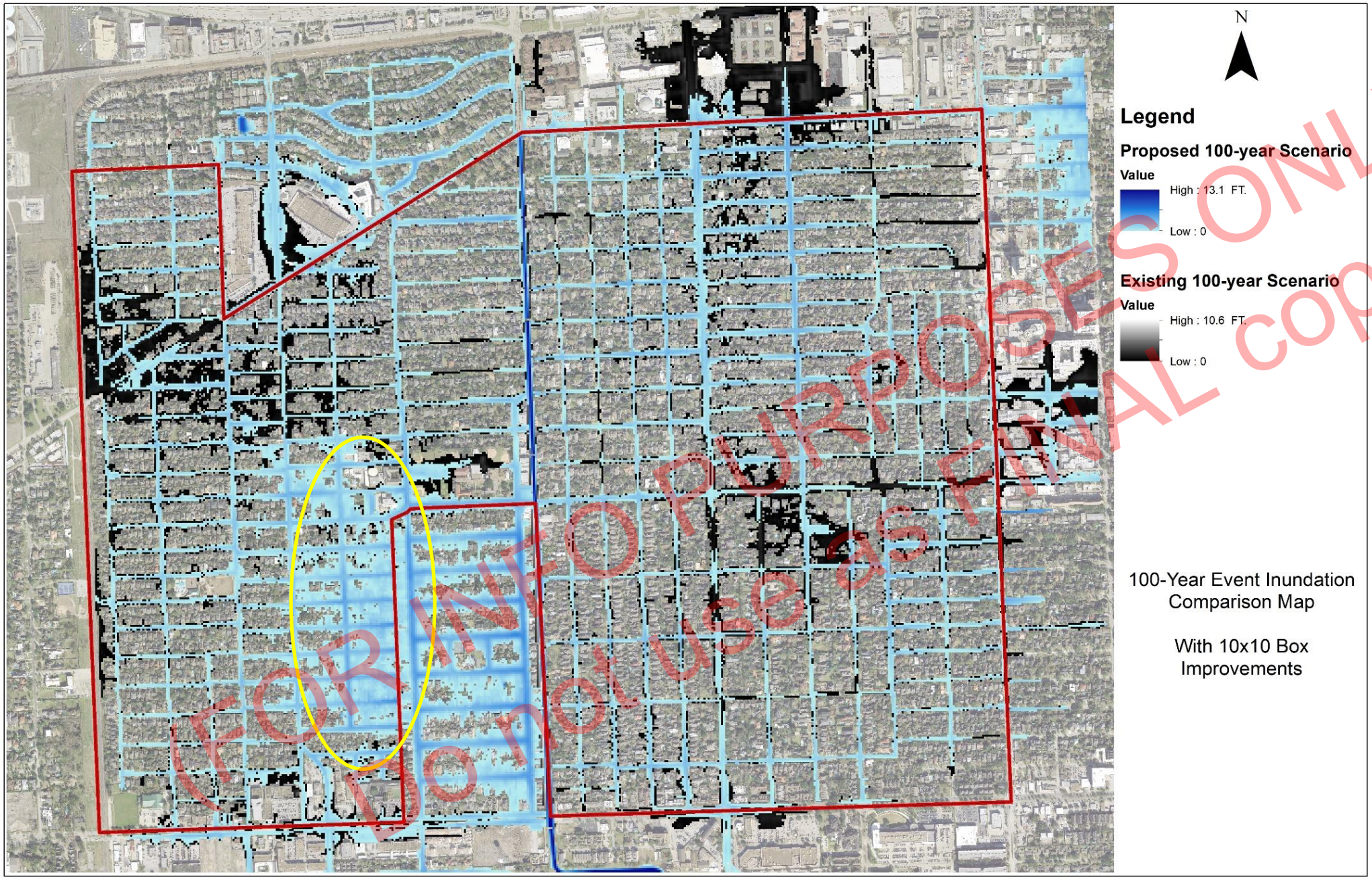

100-Year Event Inundation Comparison Map

With 10x10 Box Improvements

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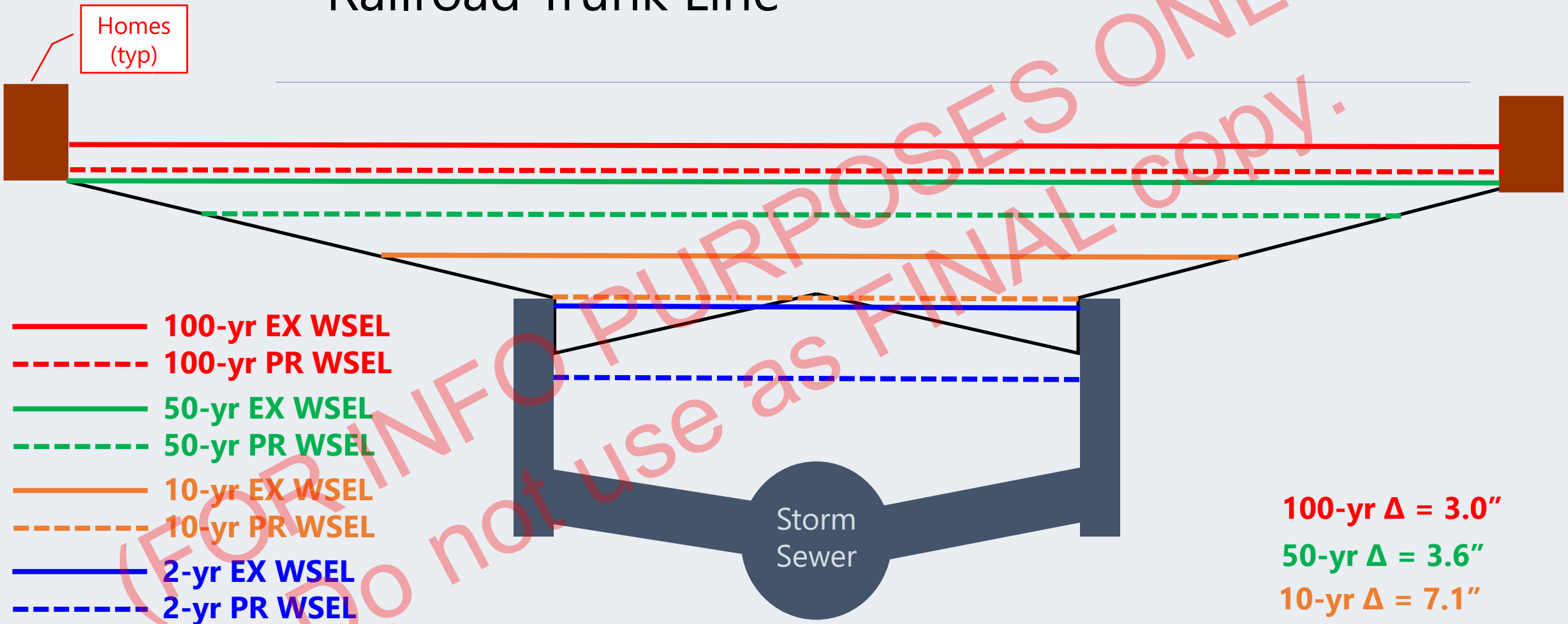
Railroad Trunk Line



100-yr EX WSEL
100-yr PR WSEL
50-yr EX WSEL
50-yr PR WSEL
10-yr EX WSEL
10-yr PR WSEL
2-yr EX WSEL
2-yr PR WSEL

100-yr Δ = 3.0”
50-yr Δ = 3.6”
10-yr Δ = 7.1”
2-yr Δ = 9.3”

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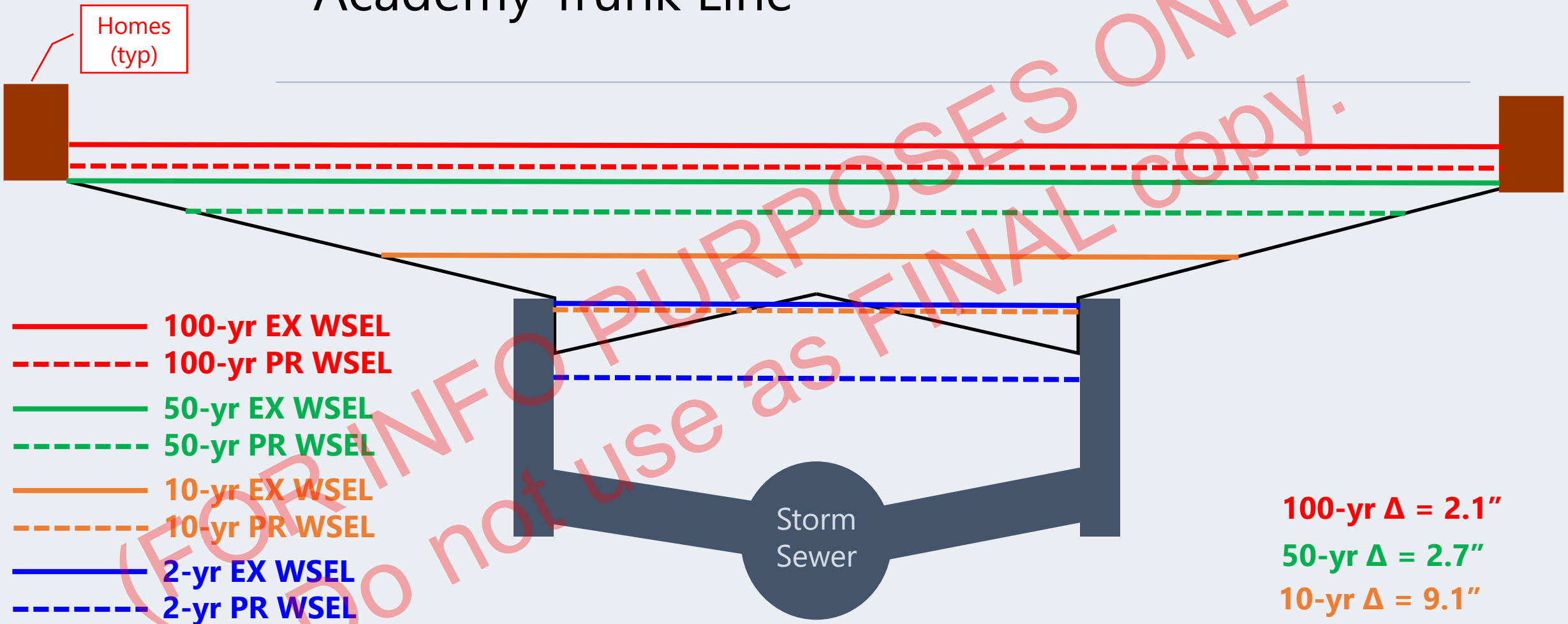
Academy Trunk Line



100-yr EX WSEL
100-yr PR WSEL
50-yr EX WSEL
50-yr PR WSEL
10-yr EX WSEL
10-yr PR WSEL
2-yr EX WSEL
2-yr PR WSEL

100-yr Δ = 2.1”
50-yr Δ = 2.7”
10-yr Δ = 9.1”
2-yr Δ = 9.3”

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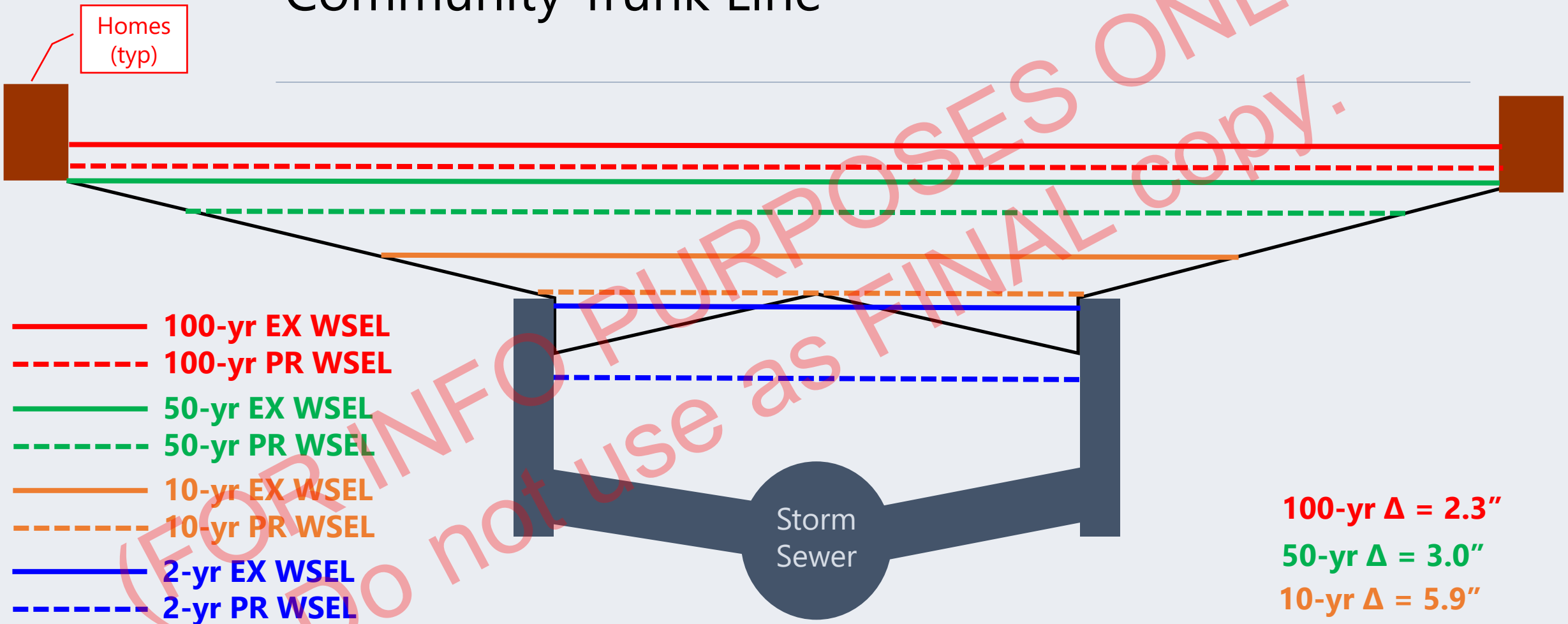
Community Trunk Line



100-yr EX WSEL
100-yr PR WSEL
50-yr EX WSEL
50-yr PR WSEL
10-yr EX WSEL
10-yr PR WSEL
2-yr EX WSEL
2-yr PR WSEL

100-yr Δ = 2.3”
50-yr Δ = 3.0”
10-yr Δ = 5.9”
2-yr Δ = 9.3”

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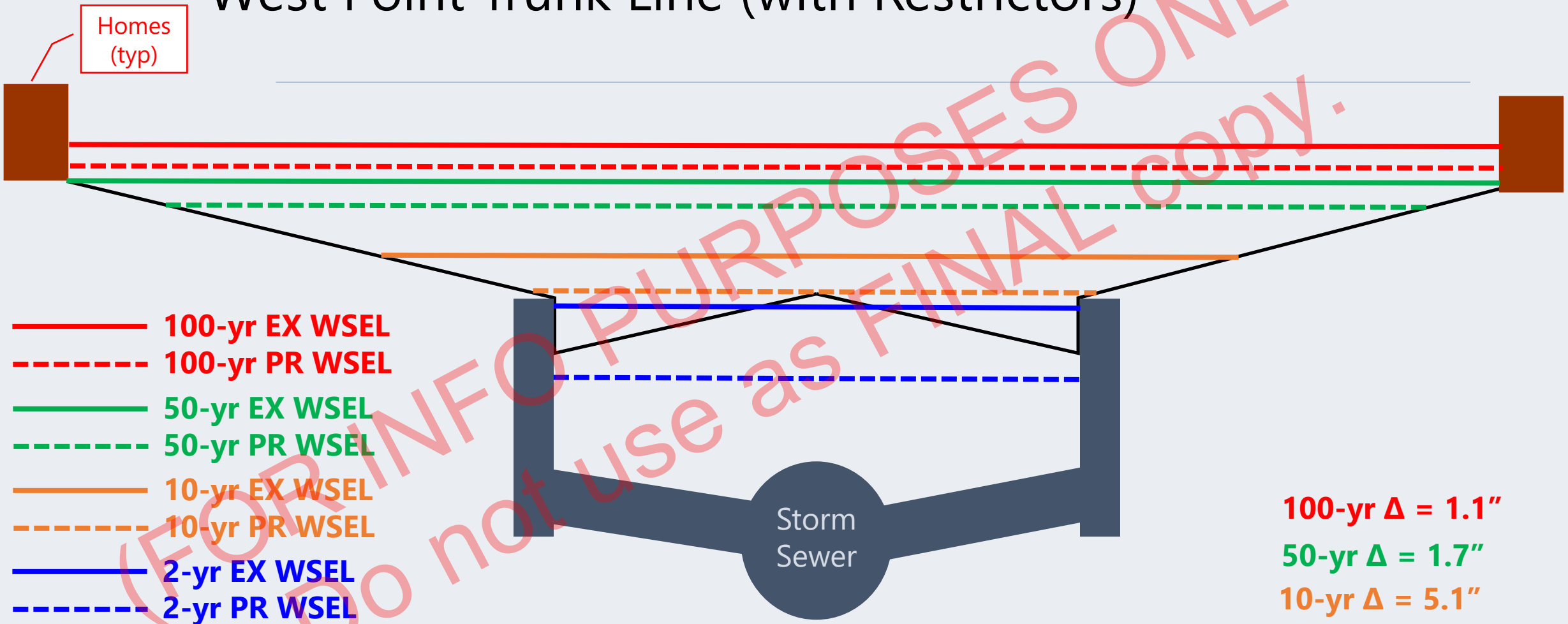
West Point Trunk Line (with Restrictors)



100-yr EX WSEL
100-yr PR WSEL
50-yr EX WSEL
50-yr PR WSEL
10-yr EX WSEL
10-yr PR WSEL
2-yr EX WSEL
2-yr PR WSEL

100-yr Δ = 1.1”
50-yr Δ = 1.7”
10-yr Δ = 5.1”
2-yr Δ = 9.3”

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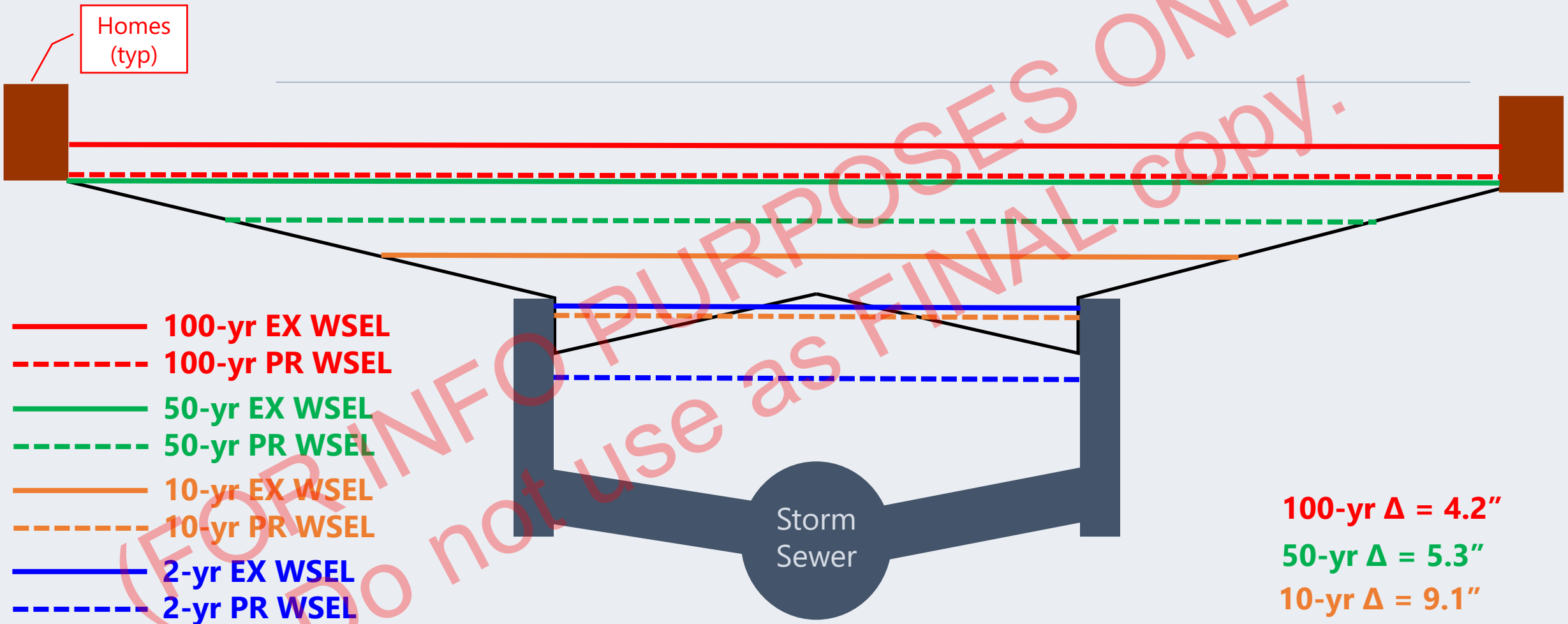
West Point Trunk Line (all 10'x10' Box Culverts)



100-yr EX WSEL
100-yr PR WSEL
50-yr EX WSEL
50-yr PR WSEL
10-yr EX WSEL
10-yr PR WSEL
2-yr EX WSEL
2-yr PR WSEL

100-yr Δ = 4.2"
50-yr Δ = 5.3"
10-yr Δ = 9.1"
2-yr Δ = 9.3"

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City of West University Place

Annual Financial Statement Audit

June 22, 2020

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Audit Standards and Reports

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- **Financial statement audit**
  - Audit of the financials statements as of and for the year ended December 31, 2019
  - Performed in accordance with *Generally Accepted Auditing Standards* (GAAS) and *Generally Accepted Government Auditing Standards* (GAGAS – aka "Yellow Book")
- **Reports issued**

1. Independent Auditor's Report on the Financial Statements

   Type of report issued: **Unmodified opinion**

2. Report on Internal Control Over Financial Reporting and Compliance and Other Matters (*Government Auditing Standards* report)

   1. Internal control findings reported: **Yes**
   2. Compliance findings reported: **No**
   3. Other matters reported: **No**

Audit Findings

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- **Current year findings**
  1. Material weakness in internal controls over financial reporting
     - Material audit adjustments to correct identified errors in year-end timing and cut-off of accounts payable/expenses

- **Follow up on prior year findings**
  1. Errors related to basis of accounting differences (material weakness in internal controls)
     - Not recurring in current year
  2. Incomplete bank reconciliations (significant deficiency in internal controls)
     - Not recurring in current year
     - Note: uncorrected misstatements

Overview of the Financial Statements

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1. Statement of Net Position

Comparative balances as of December 31, 2019 and 2018:

	December 31, 2019	December 31, 2018
Cash and investments	$ 37,317,674	$ 32,245,604
Capital assets (net)	109,414,978	110,400,182
Outstanding bonds (net)	(35,349,556)	(38,815,481)
Pension and OPEB (net)	(9,859,526)	(8,647,298)
Other assets and liabilities (net)	(5,368,516)	(7,207,359)
Total net position	$ 96,155,054	$ 87,975,648

Increase in total net position:	$8.2 million
Increase in cash and investments:	$5.1 million
Decrease in outstanding bonds (net):	$3.5 million

2. Statement of Activities

Government-wide results for the year ended December 31, 2019:

	Governmental Activities	Business-Type Activities	Total
Program revenues	$ 6,631,780	$ 9,873,245	$ 16,505,025
General revenues	22,996,595	87,363	23,083,958
Expenses	(23,790,415)	(7,619,162)	(31,409,577)
Net increase (decrease) before transfers	$ 5,837,960	$ 2,341,446	$ 8,179,406
Transfers	2,756,038	(2,756,038)	-
Net increase (decrease)	$ 8,593,998	$ (414,592)	$ 8,179,406

Overview of the Financial Statements

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➢ Focus on the General Fund

Comparison of fund balances as of December 31, 2019 and 2018:

	December 31, 2019	December 31, 2018
Nonspendable	$ 180,424	$ 189,376
Resticted	332,455	303,424
Assigned	104,773	118,377
Unassigned	9,279,646	7,622,781
Total fund balance	$ 9,897,298	$ 8,233,958

Fund balance ratios:	December 31, 2019	December 31, 2018
Unassigned / total	93.76%	92.58%
Unassigned / expenditures	47.50%	41.73%

Budgetary comparison for the year ended December 31, 2019:

	Original Budget	Amended Budget	Actual	Variance
Revenues	$ 18,382,018	$ 18,382,014	$ 19,550,652	6.36%
Expenditures	(19,904,635)	(20,753,013)	(19,534,472)	-5.87%
Other financing sources (uses)	1,560,000	1,560,000	1,647,160	5.59%
Net change in fund balance	$ 37,383	$ (810,999)	$ 1,663,340	

Other CAFR items

- **Notes to Financial Statements**
  - Significant accounting policies – described in Note 1
  - Accounting policies and note disclosures are consistent with the previous year; no new accounting policies adopted and no change in existing policies
- **Other Required Supplementary Information (RSI):**
  - Pension and OPEB schedules
- **Other Supplementary Information:**
  - Combining and individual nonmajor fund statements and schedules
- **Statistical Section:**
  - Financial and operating trends and information, demographic and economic information

Other matters

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Significant estimates

- Pension and OPEB – based on actuarial valuation, provided by TMRS and consulting actuaries

	Discount Rate		
	1% decrease	**Current**	**1% increase**
Net pension liability	$ 16,140,385	$ 9,123,763	$ 3,327,704
Total OPEB liability	4,995,649	4,539,847	4,132,194
	$ 21,136,034	$ 13,663,610	$ 7,459,898
	+55%		-45%

- Other significant estimates: allowance for uncollectible accounts, useful lives of capital assets (depreciation period) – based on historical experience

Other required communications

- No significant difficulties encountered during the audit
- No disagreements with management arose during the course of our audit; to our knowledge management did not consult with other accountants on auditing or accounting matters
- Management representation obtained
- No impairments to our independence

Questions?

Sarah Roberts, CPA
Audit Partner
832.320.3252
sarah.roberts@weaver.com

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AGENDA MEMO

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

Meeting Date	7.13.2020	**Agenda Item**	12B
Approved by City Manager	Yes	**Presenter(s)**	G. Barrera, Director
Reviewed by City Attorney	Yes	**Department**	Public Works
Subject	Water System Efficiency Study		
Attachments	Professional Services Agreement – Freese and Nichols Inc.		
Financial Information	Expenditure Required:		$130,000
	Amount Budgeted:		$150,000
	Account Number:		340-7000-85010
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

In April 2020, the City solicited Requests for Qualifications (RFQs) to complete a Water System Assessment. The purpose of this project is to evaluate the current condition, adequacy and performance of the City's water distribution system.

The scope of services for this assessment include the following key tasks:

- Perform a field review of the existing system and develop a hydraulic water model;
- Evaluate the system capacity and demand under various "stress test" scenarios;
- Calibrate the model based on the system pressure and hydrant flow test;
- Analyze water "age" and distribution processes and equipment; and
- Recommend improvements to improve capacity and system resiliency

After extensive review of all qualifications, experience with similar projects and interviews, both City staff and the City Engineer unanimously selected Freese and Nichols Inc. (FNI) to complete the assessment. FNI's identified project manager has over 30 years of experience and has completed over 100+ water system assessments in Texas. FNI has Texas' largest group of dedicated water master planning and modeling staff and are prepared to begin work on this project immediately.

This project will be a cost "not to exceed" $130,000 with a contract time of 270 days after the City issues a Notice to Proceed. The results of this study will identify improvements needed in the water distribution system and will be incorporated into the City's 5-Year Community Improvement Program.

Recommended Action

Staff recommends that City Council award this project to Freese and Nichols, Inc., in the amount of $130,000 and 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: Freese and Nichols Inc.

Description of Services/Scope of Work: Drinking Water Distribution System Assessment (per proposal)
Contract Price "not to exceed: $130,000.00

Length of Contract: 270 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. Proposal – Freese and Nichols, Inc.

B. City's Additional Contract Documents:

1. City Engineer Letter of Recommendation

END OF DOCUMENT

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

11200 Broadway Street, Suite 2320 • Pearland, Texas 77584 • 832-456-4700 • FAX 832-456-4701 www.freese.com

June 8, 2020

Mr. Marcel Khouw, PE
IDS Engineering Group
13430 Northwest Freeway, Suite 700
Houston, Texas 77040

Dear Mr. Khouw:

Freese and Nichols is pleased to provide the attached proposed scope and fee dated June 8, 2020, for a Water System Assessment for West University Place.

We are ready to initiate work upon execution of a contract. If you have any questions, please do not hesitate to call us at (713) 600-6824 or via e-mail at richard.weatherly@freese.com. Thank you for considering Freese and Nichols; we are looking forward to working with you on this study.

Richard Weatherly

Richard Weatherly, P.E.
Principal/Vice President
Freese and Nichols, Inc.

Exhibit A
City of West University Place
Water System Assessment
Engineering Scope of Services

Project Understanding:
Freese and Nichols, Inc. (FNI) will conduct a Water System Assessment (Project) for the City of West University Place (City). The objective of the project is to conduct a modeling study of the City's water system and develop water system improvements.

FNI will conduct the hydraulic modeling in the InfoWater software by Innovyze© and will prepare a technical memorandum summarizing the results of the system analyses and recommended water system improvements. Throughout the project, FNI will coordinate with IDS Engineering Group (IDS) and the City staff.

Task	Task Description
BASIC SERVICES	
A	Project Coordination and Initial Data Review
B	Hydraulic Water Model Development and Calibration
C	Water System Capacity Analyses
D	Develop Water System Improvements
E	Technical Memorandum and Presentations to Council

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the City of West University Place (OWNER) in connection with the development of the Project, described as: Water System Assessment.

TASK A: PROJECT COORDINATION AND INITIAL DATA REVIEW

A1. Project Kickoff Meeting and Communication Plan

FNI will conduct a project kickoff meeting with City staff to discuss project scope and schedule. FNI will provide the City with a data request memorandum identifying data needs for the Water System Assessment. The kickoff meeting will include discussion of the following:

- Methodology and approach for the Water System Assessment
- Project schedule and project coordination
- Information and data needs from the City

Throughout the project, monthly status updates will be submitted that summarize progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which will require input from or discussion with the City.

A2. Data Collection and Review

FNI will coordinate with and compile information from the City, including but not limited to water system SCADA, hourly water meter records, as-built drawings, work order data, facility information, water production data, and operational settings.

A3. Progress Meetings/Calls: Up to Five (5)

In addition to the workshops outlined in the scope below, the Project Manager will be available for up to five (5) meetings or phone calls with IDS and City staff to review progress, identify data needs, or discuss any topics of special concern.

TASK B: HYDRAULIC WATER MODEL DEVELOPMENT AND CALIBRATION

B1. Construct Water System Model

FNI will build a water model using the City's GIS and available as-built drawings of pumping, storage, and control valve facilities. The model will consist of all lines that are currently in the GIS and will be constructed in the InfoWorks software by Innovyze©.

B2. Existing Water Demand Allocation

FNI will utilize data from the City's billing system database to allocate existing demands throughout the City. The data will consist of metered hourly usage fields for active customer

accounts. The meters will be spatially located in GIS so that the associated water usage can be assigned the appropriate model node. An average day demand and a maximum day demand allocation will be conducted.

B3. Develop Diurnal Demand Curves

FNI will utilize the hourly demand information from the water meters to develop diurnal demand curves representing existing 24-hour water usage patterns.

B4. Identify and Map Pressure Recorder Locations

FNI will coordinate with the City to identify up to eight (8) locations for field pressure testing based on model calibration needs and areas of concern for the City. Pressure testing recorders will be furnished by FNI.

B5. Conduct Water System Testing

FNI will coordinate with the City in performing pressure testing for a two week period. FNI will prepare procedures for field pressure testing and fire hydrant testing and mapping showing proposed locations for testing. The City will supply a water system operator to open/close the fire hydrants during field installation of the pressure recorders and hydrant testing.

B6. Develop Protocol for Pump Performance Testing

FNI will develop a protocol outlining the pump curve field testing for the water plant booster pump stations. The protocol will outline the testing methodology, pump parameters to be measured, pump testing combinations, equipment required and system operating conditions during testing.

B7. Conduct Field Pump Curve Testing

FNI will conduct the field pump testing at the water plant booster pump stations, measuring flow and head conditions at a minimum of three operating points for each pump to allow the development of an updated field pump curve that can be used for representation of the range of anticipated operating conditions. FNI will summarize results and compare differences between original factory curves vs. actual field pump curves.

B8. Conduct EPS Water Model Calibration

FNI will conduct a 24-hour extended period simulation (EPS) water model calibration by adjusting c-factors, peaking factors, diurnal curves, and demand distribution until modeling results closely match the field pressure measurements and pump/tank operations. FNI will provide comparison graphs and mapping to document model calibration results.

B9. Workshop: Review Water System Field Testing and Model Calibration Results

FNI will meet with City staff to review the comparison graphs and mapping of model calibration results. City comments will be solicited and addressed.

TASK C: WATER SYSTEM CAPACITY ANALYSES

C1. Evaluate Water System Supply, Pumping and Storage Capacity

FNI will include the TCEQ Supply, Pumping and Storage analyses from the 2020 IDS *Water System Capacity Letter Report*, and update the analysis (if needed) based on the results of the pump capacity testing.

C2. Conduct Water System Modeling

FNI will conduct hydraulic modeling for existing average day, maximum day, peak hour, and max day plus fire flow demand conditions.

C3. Water Age Modeling

FNI will utilize the water model to perform extended period simulation (EPS) water age analyses. FNI will perform water age modeling for the distribution system for each scenario considered to quantify water ages. Color-coded water age system mapping will be developed.

C4. Source Trace Modeling

FNI will perform source trace modeling analyses for the distribution system for each scenario. Source trace modeling will define the area of influence of groundwater and surface water and will identify mixing zones in the distribution system. Color-coded source trace water system mapping will be developed.

C5. Workshop: Review Water System Analyses

Meet with City staff to present and discuss results of the water system analyses. City comments will be solicited and addressed.

TASK D: DEVELOP WATER SYSTEM IMPROVEMENTS

D1. Identify Water System Improvements

FNI will utilize modeling results to identify capacity-based and operational water system improvements. Water system improvements will also be considered to increase system redundancy and resiliency.

D2. Develop Water Line Renewal Prioritization

- Size Water Line Replacements FNI will utilize the water model analyses to identify water lines to be upsized to allow for increased fire flow or system redundancy.
- Water Line Renewal Prioritization FNI will combine water line capacity with known physical data on the water lines (age, material, work order, etc.) and maintenance data (critical locations, water quality complaints, limited access areas, etc.) to develop a water line prioritization program. This task will include renewal prioritization for any known cast-iron water lines at the time of the study.

TASK E: TECHNICAL MEMORANDUM AND PRESENTATIONS TO COUNCIL

E1. Prepare Draft Technical Memorandum

FNI will prepare a draft Technical Memorandum to document the field pressure testing, water model development, and system analysis results. FNI will submit an electronic copy of the Draft Water System Assessment Technical Memorandum to the City staff for review and comment.

E2. Phone Call: Review Draft Water Model Update TM

FNI will conduct a call with City staff to discuss the draft TM and review comments.

E3. Finalize Water Model Update Technical Memorandum

FNI will address City Comments and submit five (5) hard copies of the Final Water System Assessment TM as well as an electronic PDF version.

E4. Presentations to City Council: Up to Two (2)

FNI will prepare up to two (2) presentations to City Council during the Project. FNI will attend the council meetings, deliver the presentations, and be available to answer questions.

Summary of Deliverables

- Draft Water System Assessment Technical Memorandum
- Final Water System Assessment Technical Memorandum
- Calibrated Water System Model in InfoWater Software

Summary of Meetings, Phone Calls and Workshops

- Project Kickoff
- Progress Meetings/Calls: Up to Five (5)
- Workshop: Review Water System Field Testing and Model Calibration Results
- Workshop: Review Water System Analyses
- Phone Call: Review Draft Water Model Update TM

Schedule for Water System Assessment

- Draft Water System Assessment Technical Memorandum – 240 days after NTP
- Final Water System Assessment Technical Memorandum – 15 days after receiving City Comments

Summary of Fee for Water System Assessment

FNI proposes to perform the basic services outlined in the table below for a total lump sum fee of $128,420. A breakdown of the proposed fee is provided as follows:

Task	Task Description	Fee
	BASIC SERVICES	
A	Project Coordination and Initial Data Review	$14,100
B	Hydraulic Water Model Development and Calibration	$38,300
C	Water System Capacity Analyses	$31,600
D	Develop Water System Improvements	$16,220
E	Technical Memorandum and Presentations to Council	$28,200
	BASIC SERVICES TOTAL	**$128,420**

City of West University Place	Project Fee Summary		
Water System Assessment	Basic Services	$	128,420
6/8/2020	Special Services	$	-
Detailed Cost Breakdown	Total Project	$	128,420

Tasks				Labor								Total
Phase	Task	Basic or Special	Task Description	Richard Weatherly	Kendall Ryan	Bailey Keller	Cassie Seabourne	Jared Barber	David Hunn	Total Hours	Total Sub Effort	Total Effort
				PM	APM	PE	GIS	Condition Asst/Est	Constructability/Est			
											$ -	$ -
A			**PROJECT COORDINATION AND INITIAL DATA REVIEW**								$ -	$ -
	A1	Basic	Project Kickoff Meeting and Communication Plan	4	4	4	4		2	18	$ -	$ 3,127
	A2	Basic	Data Collection and Review	4	8	12	8		2	34	$ -	$ 5,470
	A3	Basic	Monthly Progress Meetings/Calls: Up to Five (5)	10	10	4		2	2	28	$ -	$ 5,503
											$ -	$ -
B			**HYDRAULIC WATER MODEL DEVELOPMENT AND CALIBRATION**								$ -	$ -
	B1	Basic	Construct Water System Model	1	4	24				29	$ -	$ 4,580
	B2	Basic	Existing Water Demand Allocation		8	16	12			36	$ -	$ 5,180
	B3	Basic	Develop Diurnal Demand Curves	1	2	4				7	$ -	$ 1,200
	B4	Basic	Identify and Map Pressure Recorder Locations		1	1	2			4	$ -	$ 550
	B5	Basic	Conduct Water System Testing		6	6				12	$ -	$ 3,730
	B6	Basic	Develop Protocol for Pump Performance Testing	1	4	6				11	$ -	$ 1,850
	B7	Basic	Conduct Field Pump Curve Testing		6	12		6		24	$ 6,721	$ 10,651
	B8	Basic	Conduct EPS Water Model Calibration	2	12	32				46	$ -	$ 7,440
	B9	Basic	Workshop: Review Water System Field Testing and Model Calibration Results	4	4	4	4		2	18	$ -	$ 3,119
											$ -	$ -
C			**WATER SYSTEM CAPACITY ANALYSES**								$ -	$ -
	C1	Basic	Evaluate Water System Supply, Pumping and Storage Capacity	1	12	24				37	$ -	$ 6,000
	C2	Basic	Conduct Water System Modeling	2	24	40				66	$ -	$ 10,770
	C3	Basic	Water Age Modeling	1	4	24	8			37	$ -	$ 5,490
	C4	Basic	Source Trace Modeling	1	8	24	8			41	$ -	$ 6,190
	C5	Basic	Workshop: Review Water System Analyses	4	4	4	4		2	18	$ -	$ 3,150
											$ -	$ -
D			**DEVELOP WATER SYSTEM IMPROVEMENTS**								$ -	$ -
	D1	Basic	Identify Water System Improvements	8	16	16	12		4	56	$ -	$ 9,280
	D2	Basic	Develop Water Line Renewal Prioritization	4	8	16	12		4	44	$ -	$ 6,940
											$ -	$ -
E			**TECHNICAL MEMORANDUM AND PRESENTATIONS TO COUNCIL**								$ -	$ -
	E1	Basic	Prepare Draft Technical Memorandum	4	24	40	12	6	4	90	$ -	$ 14,440
	E2	Basic	Phone Call: Review Draft Water Model Update TM	2	2	2			2	8	$ -	$ 1,547
	E3	Basic	Finalize Water Model Update Technical Memorandum	2	8	16	10	4	2	42	$ -	$ 6,530
	E4	Basic	Presentations to City Council: Up to Two (2)	12	8	8	2			30	$ -	$ 5,681
											$ -	$ -
			Total Hours / Quantity	**82**	**209**	**379**	**126**	**34**	**36**	**866**		
			Total Effort								**$ 6,721**	**$ 128,420**

June 8, 2020

City of West University Place
3826 Amherst Street
West University Place, Texas 77005

Attention: Mr. Gerardo Barrera, Public Works Director

Reference: RFQ for Engineering Services for a Water System Assessment/Model and Capacity Testing

Dear Mr. Barrera:

IDS submitted an RFQ for Engineering Services for Water System Assessment/Model and Capacity Testing. Statement of Qualifications (SOQs) were received from five engineering firms on April 24, 2020. After a review of the SOQs, reference checks, and subsequent interviews of shortlisted firms, IDS recommends that the City enter into an agreement with Freese & Nichols, Inc to perform these services as described in their proposal dated June 8, 2020 for a lump sum fee of $128,420.

If you have any questions or comments, please call.

Sincerely,

Carol D. Harrison

Carol D. Harrison, P.E., PMP, ENV SP
City Engineer, City of West University Place

\\FS3\Projects\2300\234800100 City Engineer for City of West U Place\Water\West U Water Sys Assessment Effort\FNI Proposal\Recommendation of Award_FNI.docx

AGENDA MEMO

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

Meeting Date	7.13.2020	**Agenda Item**	12C
Approved by City Manager	Yes	**Presenter(s)**	G. Barrera, Director
Reviewed by City Attorney	Yes	**Department**	Public Works
Subject	Storm Sewer Management Program (Maintenance)		
Attachments	General Services Agreement – National Works Inc.		
Financial Information	Expenditure Required:		$163,000
	Amount Budgeted:		$163,000
	Account Number:		301-7000-85010 = $100,000 101-5030-73025 = $33,000 401-5050-73045 = $30,000
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

The City solicited bids for an annual "on-call" cleaning contract for all storm sewer system pipes, as well as to provide vactor cleaning of sanitary and lift stations during scheduled annual maintenance of such systems. This contract will provide annual support to staff as the City currently does not have the capability nor the equipment to complete this work in-house. Staff anticipates cleaning approximately 20,000 linear feet (LF) of various sizes of storm, sanitary and lift station piping the first year. The City received 5 bids as follows:

FIRM	Clean 12-18" pipes ($ per LF)	Clean 24" pipe ($ per LF)	Clean 30" pipe ($ per LF)	Clean 36" pipe ($ per LF)	Clean 42" pipe ($ per LF)	Clean 48" pipe ($ per LF)
National Works Inc.	$ 2.40	$ 3.10	$ 4.10	$ 5.10	$ 6.10	$ 7.10
Aims Co.	$ 1.75	$ 2.85	$ 4.25	$ 6.00	$ 9.00	$ 10.00
AAA Flexible Pipe	$ 3.13	$ 3.65	$ 4.70	$ 5.75	$ 6.80	$ 8.90
Chief Solutions	$ 15.00	$ 18.00	$ 25.00	$ 30.00	$ 45.00	$ 45.00
WTI	$ 34.93	$ 37.96	$ 37.96	$ 42.00	$ 42.00	$ 42.00

After extensive review of all qualifications and experience with similar projects, both City staff and the City Engineer recommend this contract be awarded to National Works Inc. National Works Inc. as they have over 28 years of experience working with federal & municipal clients and have completed similar projects ranging from $50,000 to $1M.

National Works Inc. recently completed the City's Lift Station Lining project on-time and within budget.

Funds for this service were appropriated during the annual budget process. Considering this contract is for a period of five years, future years amount of work will be based upon the appropriations approved in the annual budget.

Recommended Action

Staff recommends that City Council award a five-year contract with three optional one-year extensions to National Works Inc. in an amount "not to exceed" $163,000 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: ***National Works, Inc.***

Description of Services: Cleaning of storm sewers, sanitary sewers and lift stations

Annual/Base Services: $163,000.00

Length of Contract: Five (5) year Term with Three Optional One Year Extensions

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: *Annual renewal pending approved appropriations in the annual budget*

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

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.

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(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. Official Bid Packet

B. City's Additional Contract Documents:

1. ***[Insert City documents]***

END OF DOCUMENT

IDS Engineering Group

50 YEARS 1970-2020

June 10, 2020

City of West University Place
3826 Amherst Street
West University Place, Texas 77005

Attention: Mr. Gerardo Barrera, Public Works Director

Reference: City of West University Place Storm Sewer Cleaning Program
IDS Project No. 2348-001-00, Bid PW20-06

Dear Mr. Barrera:

In accordance with your instructions, bids were opened and read on June 9, 2020, for construction of the above referenced project. A copy of the Bid Tabulation is attached.

We have examined the bids and find all of them to be complete and in order. IDS has had positive experiences with the low bidder, National Works, on both coating projects and storm sewer cleaning projects. The are very reputable and have demonstrated experience.

We, therefore, recommend award of the contract to National Works, Inc. for a not-to-exceed amount based on City funding utilizing the unit prices as established in the bid documents.

If you have any questions or comments, please call.

Sincerely,

Carol D. Harrison

Carol D. Harrison, P.E., PMP, ENV SP
Senior Project Manager

CH/mls

\\FS3\Projects\2300\234800100 City Engineer for City of West U Place\CPS\Contracts\05 Storm Sewer Cleaning Program PW20-06\CPS\060 Corres\Recommendation of Award\Recommendation of Award_National Works.docx

13430 Northwest Freeway, Suite 700, Houston, Texas 77040
TBPE F-2726 | TBPLS 10110700
t 713.462.3178
idseg.com

infrastructure design solutions

Proposal for bids was based on cleaning of 1,000 LF. This was a low estimate to get consistent bids. The selected bidder was made aware that the contract will be a "not to exceed" based on annual funding.

Bid Tab

City of West University Place
Storm Sewer Cleaning Program
Project No. 2348-001-00, Bid PW 20-06
Bid Opening: Tuesday, June 9, 2020 at 9:00 a.m.

				Bidder No. 1		**Bidder No. 2**		**Bidder No. 3**		**Bidder No. 4**		**Bidder No. 5**	
Item	Description	Unit	Quantity	**National Works, Inc.**	Total	**AAA Flexible Pipe Cleaning Co., Inc.**	Total	**Aims Companies**	Total	**Chief Solutions, Inc.**	Total	**WTI - Sewer & Storm Maintenance**	Total
Base Bid Items:													
1	FURNISH PERFORMANCE BONDS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS	LS	1	$2,000.00	$2,000.00	$0.00	$0.00	$700.00	$700.00	$9,000.00	$9,000.00	$0.00	$0.00
2	CLEANING 15" OR 18" STORM LINE (UP TO 6" DEPTH)	LF	1,000	$2.40	$2,400.00	$3.13	$3,130.00	$1.75	$1,750.00	$15.00	$15,000.00	$34.93	$34,930.00
3	CLEANING 24" STORM LINE (UP TO 6" DEPTH)	LF	1,000	$3.10	$3,100.00	$3.65	$3,650.00	$2.85	$2,850.00	$18.00	$18,000.00	$37.96	$37,960.00
4	CLEANING 30" STORM LINE (UP TO 6" DEPTH)	LF	1,000	$4.10	$4,100.00	$4.70	$4,700.00	$4.25	$4,250.00	$25.00	$25,000.00	$37.96	$37,960.00
5	CLEANING 36" STORM LINE (UP TO 6" DEPTH)	LF	1,000	$5.10	$5,100.00	$5.75	$5,750.00	$6.00	$6,000.00	$30.00	$30,000.00	$42.00	$42,000.00
6	CLEANING 42" STORM LINE (UP TO 6" DEPTH)	LF	1,000	$6.10	$6,100.00	$6.80	$6,800.00	$9.00	$9,000.00	$45.00	$45,000.00	$42.00	$42,000.00
7	CLEANING 48" STORM LINE (UP TO 6" DEPTH)	LF	1,000	$7.10	$7,100.00	$8.90	$8,900.00	$10.00	$10,000.00	$45.00	$45,000.00	$42.00	$42,000.00
8	CLEANING 60" STORM LINE (UP TO 6" DEPTH)	LF	1,000	$8.10	$8,100.00	$13.10	$13,100.00	$17.00	$17,000.00	$65.00	$65,000.00	$42.00	$42,000.00
Sub Totals					$38,000.00		$46,030.00		$51,550.00		$252,000.00		$278,850.00
Grand Total					**$38,000.00**		**$46,030.00**		**$51,550.00**		**$252,000.00**		**$278,850.00**

PROJECT:

City of West University Place Storm Sewer Cleaning Program

BIDDER:

National Works, Inc.

TOTAL BID:

$38,000.00

COMPLETION TIME:

Not Required

BIDDER INFO:

1078 San Marcos Hwy
Luling,TX 78648
P: 830-875-2770
F: 830-875-2730

BID TOTALS

BASE BID	Total
Base Bid Items:	$2,000.00
Empty	$36,000.00
Total	$38,000.00

Base Bid Items:

No.	Description	Unit	Qty	Unit Price	Ext Price
1	FURNISH PERFORMANCE BONDS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS	LS	1	$2,000.00	$2,000.00
					Subtotal: $2,000.00

Empty

No.	Description	Unit	Qty	Unit Price	Ext Price
2	CLEANING 15" OR 18" STORM LINE (UP TO 6" DEPTH)	LF	1000	$2.40	$2,400.00
3	CLEANING 24" STORM LINE (UP TO 6" DEPTH)	LF	1000	$3.10	$3,100.00
4	CLEANING 30" STORM LINE (UP TO 6" DEPTH)	LF	1000	$4.10	$4,100.00
5	CLEANING 36" STORM LINE (UP TO 6" DEPTH)	LF	1000	$5.10	$5,100.00
6	CLEANING 42" STORM LINE (UP TO 6" DEPTH)	LF	1000	$6.10	$6,100.00
7	CLEANING 48" STORM LINE (UP TO 6" DEPTH)	LF	1000	$7.10	$7,100.00
8	CLEANING 60" STORM LINE (UP TO 6" DEPTH)	LF	1000	$8.10	$8,100.00
					Subtotal: $36,000.00

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Bid Docs	Contract	6/8/20 8:56:20 AM
Invitation To Bid	Notice to Bidders	6/1/20 9:55:28 AM
Other	Scope of Work	6/1/20 9:52:27 AM

City of West University Place

QUALIFICATION STATEMENT

City: City of West University Place, Texas

City's Office: City Secretary's Office
3800 University Blvd.
West University Place, Texas 77005
Phone: 713-662-5813 Fax: 713-662-5305

Project: **City of West University Place Storm Sewer Cleaning Program**
2348-001-00, Bid PW20-06

Project Location: City of West University Place Texas

Project Officer: Carol Harrison, P.E., City Engineer, CHARRISON@IDSEG.COM

SMILAR WORK (DEFINITION):
Storm sewer cleaning.

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,

A. **GENERAL:**

Full Legal Name of BIDDER: NATIONAL WORKS, INC.

Check one: ( ) *Partnership* ( ) *Joint Venture* (✓) *Corporation*
( ) *Other:*

Address: 1078 SAN MARCOS HWY, LULING, TX 78648

Telephone: 830·875·2770 *Fax:* 830·875·2730

Texas Vendor Identification No.:

Tax Identification No.: 75-2370989

B. **ORGANIZATIONAL BACKGROUND:**

1. If the BIDDER is a PARTNERSHIP or JOINT VENTURE

a. Date of organization:

b. State whether partnership is general or limited: _____

c. List all general partners and any limited partners owning 10% or more:

Name	*Address*	*Phone*	*% owned*

2. If BIDDER is a CORPORATION or LLC:

a. Date of incorporation or formation: JULY 1991

b. State of incorporation or formation: TEXAS

c. Charter/permit number: 01185714

d. Principal place(s) of business: TEXAS

e. Other state(s) in which firm is authorized to do business: ——

f. Officers

President: JOHN LANDE

Vice President(s): GREG SEELY

Secretary: JOHN LANDE

Treasurer: JOHN LANDE

Other: _____

g. List all persons and entities owning 10% or more of the firm:

Name	*Address*	*Telephone*	*% owned*
JOHN LANDE	1078 SAN MARCOS HWY LULING, TX 78648	830-837-1103	46%
GREG SEELY		830-627-1455	54%

3. If the BIDDER is *other than a partnership, LLC or corporation*:

a. Describe the organization: _____

b. List all principals of the organization:

Name	*Address*	*Telephone*	*Title*

c. Date and manner of the organization's formation: _____

4. How long has the BIDDER done business under its present name and at its present address?

28 years

a. Under what other or former names and addresses has the BIDDER operated in the past five years?

Name	*Address*	*Years*
N/A		

b. Has the BIDDER ever defaulted, declared bankruptcy, or undergone reorganization procedures?

_____Yes ✓ No

If "yes", attach details: list of creditors, amounts owed, amounts repaid, resolution of proceedings, etc.

c. Has a predecessor of the BIDDER defaulted, declared bankruptcy, or undergone reorganization procedures?

_____Yes ✓ No

If "yes", attach details, as above.

d. Does the BIDDER presently have outstanding claims pending against it?

_____Yes ✓ 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 ✓ 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 ✓ No

If "yes", attach details, as above.

5. Has BIDDER ever changed its name, changed its form of organization or merged?

_____Yes ✓ 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 Seller: 28 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 ✓ 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. BIDDER must attach a "Reference Sheet" (form attached) for each of the BIDDER's five largest current projects with "similar work" and for BIDDER's five most recently terminated projects with "similar work" (terminated projects include projects and facilities where BIDDER's services terminated for any reason and projects for which a contract was awarded but the work was not started).

NOTE: A minimum of three (3) Reference Sheets must be completed and attached. Other references are to be submitted to the CITY upon request.

D. **CERTIFICATION:**

The BIDDER certifies 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 the CITY or its representative with any information necessary to verify information from this Statement.

NATIONAL WORKS, INC.
(Print or type Bidder's name)

By:*(authorized signature)* John Lande

Name: JOHN LANDE Title: COO

Date: 6/8/20

CITY OF WEST UNIVERSITY PLACE
STORM SEWER CLEANING PROGRAM
IDS JOB NO. 2348-001-00, BID PW20-06
HARRIS COUNTY, TEXAS

BASE BID ITEMS:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	FURNISH PERFORMANCE BONDS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS	LS	1	$2,000.00	$2,000.00
2	CLEANING 15" OR 18" STORM LINE (UP TO 6" DEPTH)	LF	1000	$2.40	$2,400.00
3	CLEANING 24" STORM LINE (UP TO 6" DEPTH)	LF	1000	$3.10	$3,100.00
4	CLEANING 30" STORM LINE (UP TO 6" DEPTH)	LF	1000	$4.10	$4,100.00
5	CLEANING 36" STORM LINE (UP TO 6" DEPTH)	LF	1000	$5.10	$5,100.00
6	CLEANING 42" STORM LINE (UP TO 6" DEPTH)	LF	1000	$6.10	$6,100.00
7	CLEANING 48" STORM LINE (UP TO 6" DEPTH)	LF	1000	$7.10	$7,100.00
8	CLEANING 60" STORM LINE (UP TO 6" DEPTH)	LF	1000	$8.10	$8,100.00

BASE BID TOTAL= $38,000.00

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property.

Acknowledge Receipt of Addendum Nos. ____, ____, ____ (initial).

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX.

City of
West University
Place

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, City of West University Place requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- "Nonresident bidder" refers to a person/company who is not a resident of this state.
- "Resident bidder" refers to a person/company whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that NATIONAL WORKS, INC. is a Resident Bidder of Texas as defined in
[Company Name]
Government Code §2252.001.

☐ I certify that _____ is a Nonresident Bidder as defined in
[Company Name]
Government Code §2252.001 and our principal place of business is _____.
[City and State]

Taxpayer Identification Number (T. I. N.): 75-2370989

Company Name submitting Bid/Proposal: NATIONAL WORKS, INC.

Mailing Address: 1078 SAN MARCOS HWY, LULING, TX 78648

If you are an individual, list the names and addresses of any partnership of which you are a general partner:

_____

_____

City of
West University
Place

INSURANCE SPECIFICATIONS
(REQUIRED FOR THIS PROJECT)

Owner: City of West University Place
Project: City of West University Place Storm Sewer Cleaning Program
2348-001-00, Bid PW20-06

INSURANCE: The successful bidder shall provide and maintain the minimum insurance coverage's set forth below during the term of its agreement with the City.

- Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.

- Workers Compensation insurance at statutory limits, including Employer's Liability coverage at minimum limits of $500,000 each-occurrence each accident/$500,000 by disease each-occurrence/$500,000 by disease aggregate.

- Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of West University accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- The City of West University Place shall be named as an additional insured with respect to General Liability and Automobile Liability.

- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

- A waiver of subrogation in favor of The City of West University Place shall be contained in the Workers Compensation and all liability policies.

- All insurance policies shall be endorsed to require the insurer to immediately notify The City of West University Place of any material change in the insurance coverage.

- All insurance policies shall be endorsed to the effect that The City of West University Place will receive at least thirty- (30) days notice prior to cancellation or non-renewal of the insurance.

- All insurance policies, which name The City of West University Place as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- Contractor may maintain reasonable and customary deductibles, subject to approval by The City of West University Place.

- Insurance must be purchased from insurers that are financially acceptable to the City of West University Place.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

- Shall specifically set forth the notice-of-cancellation or termination provisions to The City of West University Place.

Upon request, Contractor shall furnish The City of West University Place with certified copies of all insurance policies.

A valid certificate of insurance verifying each of the coverage's required above shall be submitted upon award. The certificate of insurance shall be sent to:

City of West University Place
City Secretary's Office
3800 University Blvd
West University Place, TX 77005

Reduction or Waiver of Insurance Requirements

The City may at any time reduce or waive all or part of the insurance requirements established by this document for any contractor that has entered into an agreement with the City to provide the services for which this insurance applies, if the City determines that the reduction or waiver will not unreasonably expose the City to a risk of liability or loss. An authorized City representative must authorize any reduction or waiver of these insurance requirements in writing before the reduction or waiver is effective.

THE GUARANTEE™

BID BOND

BOND NO. Bid bond

KNOW ALL MEN BY THESE PRESENTS, That we, National Works, Inc. as Principal, and The Guarantee Company of North America USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly bound unto City of West University Place as Obligee, in the sum of Five percent of the amount bid ($ 5%) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for City of West University Place Storm Sewer Cleaning Program, 2043-001-00, Bid PW20-06, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of June, 2020.

National Works, Inc.

Witness

BY: John Lande
Principal

ITS: JOHN LANDE

The Guarantee Company of North America USA

Witness

BY: John W. Schuler
Attorney-In-Fact John W. Schuler

Bid Bond - Rev. 2/20/13

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076
Tel 248-281-0281 • Fax 248-750-0431 • 1-866-328-0567
gcna.com

THE GUARANTEE®

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

John W. Schuler, Walter E. Benson, Jr., Steve Dobson
Time Insurance Agency Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of June ,

Randall Musselman, Secretary

City of
West University
Place

REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: CITY OF AUSTIN, (CLIENT)

Name of project: Televising, Cleaning, Smoke Testing of Sanitary Sewer Collection System Pipes for Austin Water

Type of work: Cleaning + Televising Sewer lines

Location (city, county, state): Austin (City) Travis (County) TX (State)

Bidder's compensation: $1,034,000/year for 5 years

Dates of service: 2/17 (Start) 2/21 (End)

Reference Contact Information:

Name of Company/Business: CITY OF AUSTIN/AUSTIN WATER

Contact Person : BRANDON SPENCER

Address: 2600 Webberville Rd, Austin, Tx 78702

Telephone: 512-972-2067

Email: brandon.spencer@austintexas.gov

Was Bidder declared to be in default by the owner or the surety? _____ *Yes* ✓ *No*

CORPORATE OFFICE
PO BOX 310909
NEW BRAUNFELS, TX 78131
P: 830-627-1455
F: 830-627-1457

AUSTIN/SAN ANTONIO DEPOT
1078 SAN MARCOS HWY
LULING, TX 78648
P: 830-875-2770
F: 830-875-2730

HOUSTON DEPOT
7735 LETTIE ST
HOUSTON, TX 77075
P: 713-785-4500
F: 713-785-4504

Texas SewperCoat References

a. **San Antonio River Authority**
Raymond Loera, Utility Superintendent – 210-386-8623, rloera@sara-tx.org
PO Box 839980
San Antonio, TX 78283

b. **City of Austin/Steiner Ranch Area (City of Lakeway)**
Juan Sanchez, Utility Director – 512-801-2966, jsanchez@wcid17.org
3812 Eck Ln.
Austin, TX 78734

c. **San Antonio Water Systems (SAWS)**
Esther Harrah, Head of Standards Committee – 210-233-5169, esther.harrah@saws.org
281 North
San Antonio, TX 78212

d. **CMA Engineering (Dripping Springs/Hays County)**
Robert Callegari, P.E., Owner – 210-386-8623, rloera@sara-tx.org
14101 West Highway 290
Austin, TX 78737

e. **San Jacinto River Authority**
Steve McKeon, Utilities Projects Superintendent – 281-367-9511, smckeon@sjra.net
PO Box 329
Conroe, TX 77305

f. **City of Texas City**
Corbin Ballast, Director of Utilities – 409-359-5505, cballast@texas-city-tx.org
1801 9th Avenue North
Texas City, TX 77590

g. **City of Pearland**
John Hines, Public Works – 281-652-1930, jhines@pearlandtx.gov
3519 Liberty Drive
Pearland, TX 77581

h. **ARKK Engineers**
Madhu Kilambi, Principal – 713-400-2755, madhu.kilambi@arkkengineers.com
7322 Southwest Freeway, Suite 1040
Houston, TX 77074

CORPORATE OFFICE
PO BOX 310909
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F: 830-875-2730

HOUSTON DEPOT
7735 LETTIE ST
HOUSTON, TX 77075
P: 713-785-4500
F: 713-785-4504

i. **WCID #36**
Wayne Murray P.E., Engineer - 512-894-3230, whmurray@ma-engrs.com
903 Hollywood
Houston, TX 77015

j. **City of Houston**
Ragu Nednur, Managing Engineer - 281-785-6189, Raghavender.Nednur@houstontx.gov
3100 Old Galveston Road
Houston, TX 77017

k. **City of Sugarland**
Pete Polito, Utility Manager – 817-275-2450,
PO Box 110
Sugar Land, TX 77487

l. **City of Arcola**
Llarence Turner, Engineer- 281-682-2772, lturner@kellykaluza.com
Kelly R. Kaluza & Associates, Inc (Consulting Engineer for Arcola)
3014 Avenue I
Rosenberg, TX 77471

AGENDA MEMO

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

Meeting Date	7.13.2020	**Agenda Item**	12D
Approved by City Manager	Yes	**Presenter(s)**	G. Barrera, Director
Reviewed by City Attorney	Yes	**Department**	Public Works
Subject	Digester Basin Grit Removal		
Attachments	General Services Agreement – K3BMI.		
Financial Information	Expenditure Required:		$110,000
	Amount Budgeted:		$110,000
	Account Number:		401-5050-85010
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

The City solicited bids for the removal of sludge, grit and other foreign materials in the digester basin at the Wastewater Treatment Plant (WWTP). This work is necessary because the treatment process causes an excess of sludge, grit and other foreign materials to build up on the basin floor, which increases mechanical wear and the need for equipment maintenance. Staff estimates that approximately 500 cubic yard of material will be removed from the basin.

The City received three qualifying bids for this project:

Firm	Cost Per Cubic Yard (CY)	Est. Qty.	Est. Total Cost
K3BMI	$214	500	$107,000
National Works Inc.	$345	500	$172,500
Industrial TX	$348	500	$174,000

After extensive review of the qualifications and experience with similar projects for all bids received), both City staff and the City Engineer recommend K3BMI be awarded this project. K3BMI has over 24 years of experience in interfacing with federal & municipal clients and has completed similar projects ranging from $20,000 to $500,000.

K3BMI is the City's current provider of sludge removal and disposal at the WWTP and is therefore familiar with the City's treatment plant processes.

The funds for this service were appropriated during the annual budget process.

Recommended Action

Staff recommends that City Council award this contract to K3BMI in an amount "not to exceed" $110,000 and 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: ***K3 Resources, LP (dba K3BMI))***

Description of Services: The removal of grit, sludge and foreign matter from the digester basin at the wastewater treatment plant.

Base Services "not to exceed:$ 110,000.00

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

_____

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. Official Bid Packet

B. City's Additional Contract Documents:

1. ***[Insert City documents]***

END OF DOCUMENT

IDS Engineering Group

50 YEARS 1970-2020

June 8, 2020

City of West University Place
3826 Amherst Street
West University Place, Texas 77005

Attention: Mr. Gerardo Barrera, Public Works Director

Reference: City of West University Place Digester Basin Grit Removal
IDS Project No. 2348-001-04, Bid PW20-04

Dear Mr. Barrera:

In accordance with your instructions, bids were opened and read on June 4, 2020, for construction of the above referenced project. A copy of the Bid Tabulation is attached.

We have examined the bids and find all of them to be complete and in order. The City of West University Place has successfully completed projects with the low bidder, K3 Resources, LP and therefore references were not contacted.

We, therefore, recommend award of the contract to K3 Resources, LP for a not-to-exceed amount of $110,000.00.

If you have any questions or comments, please call.

Sincerely,

Carol D. Harrison

Carol D. Harrison, P.E., PMP, ENV SP
Senior Project Manager

CH/mls

\\FS3\Projects\2300\234800104 CoWU Digester Basin Grit Removal\CPS\060 Corres\Recommendation of Award\Recommendation of Award_K3 Resources.docx

13430 Northwest Freeway, Suite 700, Houston, Texas 77040
TBPE F-2726 | TBPLS 10110700
t 713.462.3178
idseg.com

infrastructure design solutions

Proposal for bids was based on 675 cubic yards of material. This was a high estimate to get more competitive numbers. The selected bidder was made aware that the contract was "not to exceed" based on annual funding. Staff and City Engineer anticipate the total amount of material to be removed will be less than that shown on this bid.

Bid Tab

City of West University Place
Digester Basin Grit Removal
Project No. 2318-001-04, Contract No. 1
Bid Opened: Thursday, June 4, 2020 at 9:00 a.m.

Item	Description	Unit	Quantity	K3BMI	Total	National Works, Inc.	Total	Industrial TX Corp	Total
1	Provide all equipment, materials, personnel and procedures necessary to remove all sludge, grit and other foreign material from the Digester Basin. Work shall include thoroughly cleaning all interior surfaces of the tank. The Contractor shall clean all walls, floors, pits, pipes, columns, and beams. The cleaned tank shall not contain any sediment, water, mildew, algae, black spots, rust spots, or debris. Surfaces shall be cleaned without the use of cleaning solutions or detergents. All material shall be transported and disposed of by the contractor in accordance with TCEQ requirements. The City will drain the basin and provide wash water for cleaning.	CY	675	$214.00	$144,450.00	$345.00	$232,875.00	$348.00	$234,900.00
Sub Totals					$144,450.00		$232,875.00		$234,900.00
Grand Total					$144,450.00		$232,875.00		$234,900.00

PROJECT:

City of West University Place Digester Basin Grit Removal

BIDDER:

K3BMI

TOTAL BID:

$144,450.00

COMPLETION TIME:

Not Required

BIDDER INFO:

9458 fm 362
brookshire,TX 77423
P: 9363488856
F:

BID TOTALS

BASE BID	Total
Base Bid Item	$144,450.00
Total	$144,450.00

Base Bid Item					
No.	Description	Unit	Qty	Unit Price	Ext Price
1	Provide all equipment, materials, personnel and procedures necessary to remove all sludge, grit and other foreign material from the Digester Basin. Work shall include thoroughly cleaning all interior surfaces of the tank. The Contractor shall clean all walls, floors, pits, pipes, columns, and beams. The cleaned tank shall not contain any sediment, water, mildew, algae, black spots, rust spots, or debris. Surfaces shall be cleaned without the use of cleaning solutions or detergents. All material shall be transported and disposed of by the contractor in accordance with TCEQ requirements. The City will drain the basin and provide wash water for cleaning.	CY	675	$214.00	$144,450.00
					Subtotal: $144,450.00

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Bid Docs	Contract	6/2/20 9:47:32 AM
Invitation To Bid	Notice to Bidders	6/2/20 9:36:04 AM
Other	Scope of work	6/2/20 9:48:00 AM

City of
West University
Place

BID CHECKLIST

This checklist is intended as a reminder of what <u>must</u> be included in the bid.

Bidder must sign Bid Checklist acknowledging that all checked items have been submitted with bid.

If a bidder fails to submit the following items in its bid, the CITY may consider the bid non-responsive.

- [x] Qualification Statement
- [x] Price Schedule
- [x] Residence Certificate/Tax Form
- [x] Insurance
- [x] Reference Sheet (minimum three [3] sheets should be submitted)
- [ ] General Service Contract (CITY will provide upon awarding of contract)
- [ ] Other Forms (Check only if Bidder has submitted a separate page detailing pricing for services not mentioned in this bid.

K3BMI
BIDDER

6-3-20
DATE

City of
West University
Place

QUALIFICATION STATEMENT

City: City of West University Place, Texas

City's Office: City Secretary's Office
3800 University Blvd.
West University Place, Texas 77005
Phone: 713-662-5813 Fax: 713-662-5305

Project: City of West University Place Digester Basin Grit Removal
Job No. 2348-001-04, Bid PW20-04

Project Location: City of West University Place Texas

Project Officer: Carol Harrison, P.E.

SMILAR WORK (DEFINITION):
Digester Basin Grit Removal

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,

A. **GENERAL:**

Full Legal Name of BIDDER: K3 Resources, LP

Check one: (X) *Partnership* ( ) *Joint Venture* ( ) *Corporation*
( ) *Other:*

Address: 9458 FM 362 Brookshire, Tx 77423

Telephone: 281 375 5778 *Fax:* 281 375 6145

Texas Vendor Identification No.:

Tax Identification No.: 76-0321053

B. **ORGANIZATIONAL BACKGROUND:**

1. If the BIDDER is a PARTNERSHIP or JOINT VENTURE

a. Date of organization: 1996

b. State whether partnership is general or limited: Limited

c. List all general partners and any limited partners owning 10% or more:

Name	Address	Phone	% owned
Karlis Ercums, Andy Drennan, Scott Henry	Box 2236 Alvin, TX 77512	281 388 1111	82 - 10 - 8

2. If BIDDER is a CORPORATION or LLC:

a. Date of incorporation or formation: _____

b. State of incorporation or formation: _____

c. Charter/permit number: _____

d. Principal place(s) of business: _____

e. Other state(s) in which firm is authorized to do business: _____

f. Officers

President: _____

Vice President(s): _____

Secretary: _____

Treasurer: _____

Other: _____

g. List all persons and entities owning 10% or more of the firm:

Name	*Address*	*Telephone*	*% owned*

3. If the BIDDER is *other than a partnership, LLC or corporation*:

a. Describe the organization: _____

b. List all principals of the organization:

Name	*Address*	*Telephone*	*Title*

c. Date and manner of the organization's formation: _____

4. How long has the BIDDER done business under its present name and at its present address?

24 years

a. Under what other or former names and addresses has the BIDDER operated in the past five years?

Name	*Address*	*Years*
K3 BMI	9458 FM 362 Brookshire, TX 77423	24

b. Has the BIDDER ever defaulted, declared bankruptcy, or undergone reorganization procedures?

_____Yes ✓ No

If "yes", attach details: list of creditors, amounts owed, amounts repaid, resolution of proceedings, etc.

c. Has a predecessor of the BIDDER defaulted, declared bankruptcy, or undergone reorganization procedures?

_____Yes ✓ No

If "yes", attach details, as above.

d. Does the BIDDER presently have outstanding claims pending against it?

_____Yes ✓ 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 ✓ 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 ✓ No

If "yes", attach details, as above.

5. Has BIDDER ever changed its name, changed its form of organization or merged?

_____Yes ✓ 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 Seller: 24 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 ✓ 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. BIDDER must attach a "Reference Sheet" (form attached) for each of the BIDDER's five largest current projects with "similar work" and for BIDDER's five most recently terminated projects with "similar work" (terminated projects include projects and facilities where BIDDER's services terminated for any reason and projects for which a contract was awarded but the work was not started).

NOTE: A minimum of three (3) Reference Sheets must be completed and attached. Other references are to be submitted to the CITY upon request.

D. **CERTIFICATION:**

The BIDDER certifies 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 the CITY or its representative with any information necessary to verify information from this Statement.

K3BMI

(Print or type Bidder's name)

By:*(authorized signature)* _____

Name: Tyler Franklin Title: Ops Mgr

Date: 6-3-20

CITY OF WEST UNIVERSITY PLACE
DIGESTER BASIN GRIT REMOVAL
IDS JOB NO. 2348-001-04, BID PW20-04
HARRIS COUNTY, TEXAS

BASE BID ITEMS:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	Provide all equipment, materials, personnel and procedures necessary to remove all sludge, grit and other foreign material from the Digester Basin. Work shall include thoroughly cleaning all interior surfaces of the tank. The Contractor shall clean all walls, floors, pits, pipes, columns, and beams. The cleaned tank shall not contain any sediment, water, mildew, algae, black spots, rust spots, or debris. Surfaces shall be cleaned without the use of cleaning solutions or detergents. All material shall be transported and disposed of by the contractor in accordance with TCEQ requirements. The City will drain the basin and provide wash water for cleaning.	CY	675	214.00	$144,450

BASE BID TOTAL=

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property.

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX.

Bid Sheet Must Be Initialed by Same Person as Proposal (_____)

City of
West University
Place

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, City of West University Place requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- Nonresident bidder" refers to a person/company who is not a resident of this state.
- Resident bidder" refers to a person/company whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that K3 Resources LP is a Resident Bidder of Texas as defined in
[Company Name]
Government Code §2252.001.

☐ I certify that _____ is a Nonresident Bidder as defined in
[Company Name]
Government Code §2252.001 and our principal place of business is _____.
[City and State]

Taxpayer Identification Number (T. I. N.): 76-032 1053

Company Name submitting Bid/Proposal: K3 Resources LP

Mailing Address: Box 2235 Alvin, Tx 77512

If you are an individual, list the names and addresses of any partnership of which you are a general partner:

_____

_____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Highpoint Insurance Group, LLC.
4300 FM 2351
Friendswood TX 77546

CONTACT NAME: Niki Lamontagne
PHONE (A/C, No, Ext): (281)204-8770 FAX (A/C, No): (281)204-8810
E-MAIL ADDRESS: NLamontagne@hpigrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	17370
INSURER B: Key Risk Insurance Company	10885
INSURER C: AXIS Surplus Insurance Company	26620
INSURER D: Texas Mutual Insurance Company	22945
INSURER E: XL Specialty Insurance Company	37885
INSURER F:	

INSURED
K-3 Resources, LP. dba K-3 EMI Or K-3 Services
Or Hill Country Waste Solutions
PO Box 2236
Alvin TX 77512

COVERAGES CERTIFICATE NUMBER: 20/21 Master Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Incl Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLP2017319-14	2/26/2020	2/26/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP2017317-14	2/26/2020	2/26/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P-001-000077632-02	2/26/2020	2/26/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002027758	2/26/2020	2/26/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Contractors Pollution			CPL2017319-14	2/26/2020	2/26/2021	Per Claim/General Agg	$2,000,000
E	Motor Truck Cargo			UM00083601MA20A	02/26/2020	02/26/2021	MTC Unit/Catastrophe	$250,000/$1MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Auto and Pollution policies includes blanket additional insured per ENV2154A, ENV2154B, BENVCA06 & CPLC403. The General Liability, Auto, Workers' Comp & Pollution policies includes a blanket automatic waiver of subrogation coverage per CG2404, CA0444, WC420304B & ENV2004. The General Liability, Auto and Pollution policies includes blanket primary and non-contributory coverage per CG2001, BENVCA08 & ENV2004. Excess Policy follows form over the the General Liability, Auto and Employers Liability policies. All such coverages provided when required by a written contract and subject to each policies terms, conditions, and exclusions.

CERTIFICATE HOLDER

gwilliams@ci.tomball.tx.us

City of Tomball
Glenn Williams
Wastewater Plant
501 James St.
Tomball, TX 77375

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Smyrl, CRIS/HEZE

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City of
West University
Place

REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: INFRAMARK, (CLIENT)

Name of project: FB151

Type of work: Cleanout Aeration Basins

Location (city, county, state): Katy (City) Waller (County) TX (State)

Bidder's compensation: $71,000

Dates of service: 5-4-20 (Start) 5-8-20 (End)

Reference Contact Information:

Name of Company/Business: INFRAMARK

Contact Person : Starsky Wallin

Address: 2002 W Grand Pkwy N #100 Katy, Tx 77449

Telephone: 281 579 4500

Email: starsky.wallin@inframark.com

Was Bidder declared to be in default by the owner or the surety? _____ *Yes* x *No*

City of
West University
Place

REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: EDP, (CLIENT)

Name of project: HC400

Type of work: Clean 2 Aeration basins, influent and effluent channel plus thickener and digester

Location (city, county, state): Humble (City) Harris (County) TX (State)

Bidder's compensation: $68,000

Dates of service: 5-11-20 (Start) 5-18-20 (End)

Reference Contact Information:

Name of Company/Business: EDP

Contact Person : Patrick Sandwick

Address: 17495 Village Green Dr Houston, TX 77040

Telephone: 832 467 1599

Email: psandwick@edpwater.com

Was Bidder declared to be in default by the owner or the surety? _____ *Yes* ✓ *No*

City of
West University
Place

REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: MOC, (CLIENT)

Name of project: HC 200

Type of work: Cleanout Digester + Aeration

Location (city, county, state): Houston (City) Harris (County) TX (State)

Bidder's compensation: $24,287

Dates of service: 6-20-19 (Start) 6-20-19 (End)

Reference Contact Information:

Name of Company/Business: MOC

Contact Person : John Montgomery

Address: 27316 Spectrum Way Conroe, Tx 77385

Telephone: 281 365 5511

Email: jmontgomery@monic-palops.com

Was Bidder declared to be in default by the owner or the surety? _____ *Yes* ✓ *No*

AGENDA MEMO

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

Meeting Date	07.13.2020	**Agenda Item**	12E
Approved by City Manager	Yes	**Presenter(s)**	K. DuBose, Director
Reviewed by City Attorney	Yes	**Department**	Finance
Subject	Goode Company Lease		
Attachments	Amended and Restated Rent Deferment Agreement		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

On April 13, 2020, City Council approved the Rent Deferment Agreement with Goode Cook, Inc. (Goode Company) that specified an end date of two months after the expiration of the City of West University Place's Disaster Declaration. At that time, the extent of the COVID-19 pandemic and the duration of the Disaster Declaration was unknown.

Since the Disaster Declaration will be in effect for the foreseeable future, the attached Amended and Restated Rent Deferment Agreement includes an expiration date of December 31, 2020.

Recommended Action

Staff recommends that City Council approve the Amended and Restated Rent Deferment Agreement with Goode Cook, Inc., until December 31, 2020 and authorize the City Manager to execute the agreement.

AMENDED AND RESTATED RENT DEFERMENT AGREEMENT

Effective Date: April 1, 2020

Lease: Lease Agreement between Landlord and Tenant with an effective date being August 31, 2006, as amended (i) August 28, 2012, (ii) December 18, 2013, and (iii) May 16, 2014

Landlord Name: City of West University Place, Texas

Tenant Name: Goode Cook, Inc.

Premises: Approximately 1.0874 acres located on the south side of Westpark Drive between Wakeforest Street and Dincans, Houston, Texas

Background: Tenant is currently obligated to pay Landlord rent pursuant to the terms of the Lease. Tenant has informed Landlord that it has experienced (or is anticipating that it will experience) a significant interruption of its business activities as a result of the COVID-19 pandemic. Accordingly, Tenant has requested that Landlord defer certain rental obligations under the Lease. Landlord agreed to make certain, temporary accommodations to Tenant in response to the impacts of the COVID-19 pandemic and entered into a Rent Deferment Agreement effective April 1, 2020. Landlord and Tenant now agree to amend and restate said Rent Deferment Agreement.

Agreements:

1. Defined Terms. All capitalized terms used but not expressly defined herein shall have the meanings ascribed to such terms in the Lease, unless the context requires otherwise.

2. Deferment Period. The Deferment Period shall commence on the Effective Date of this Amended and Restated Rent Deferment Agreement (the "Agreement") and shall expire, without notice, on the earlier to occur of (i) a Termination Event, or (ii) December 31, 2020. **Tenant agrees that Landlord has no obligation to extend the Deferment Period.**

3. Payments Following Deferment Period. At the conclusion of the Deferment Period, Tenant's normal monthly lease payments shall immediately resume with the first such monthly payment prorated in the event of a partial month occurring at the conclusion of the Deferment Period. In addition, the Term of the Lease shall be extended by a period equal to the number of months for which rent was deferred and not paid.

4. No Waiver. Notwithstanding Landlord's agreement to defer certain rental obligations as provided herein (i) such deferral by Landlord is not intended, shall not constitute and shall not be construed or interpreted to constitute a waiver of any default which may now or hereafter exist under the Lease; and (ii) other than as to the Term, this Agreement and such deferral by Landlord shall not constitute an amendment or modification of the Lease. All other rights of the Landlord contained in the Lease shall remain in full force and effect.

Initials: Tenant: _____
Landlord: _____

5. Termination Event. Landlord may declare a "Termination Event" upon the occurrence of the following: (i) the existence of any event of default under this Agreement, the Lease or any other agreement between Landlord and Tenant; (ii) Tenant shall fail to keep, perform, observe and/or comply with any covenants, agreement or term contained in this Agreement; or (iii) Tenant shall contest any term, provision, or acknowledgement contained in this Agreement or the Lease.

In addition, a "Termination Event" shall be automatically deemed to have occurred if, during the Deferment Period, Tenant shall commence (a) a voluntary proceeding, or if an involuntary proceeding shall be commenced against Tenant (by one or more creditors other than Landlord), seeking liquidation, reorganization, or other relief with respect to Tenant or its respective debts under any bankruptcy, insolvency, receivership or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or a substantial part of its property, or (b) any other judicial proceeding against Landlord.

6. Rights and Remedies upon Expiration or Termination. In addition to the other provisions of this Agreement, upon the expiration or termination of the Deferment Period, Landlord shall have the right to immediately cease or terminate Landlord's deferral of Tenant's rental obligations hereunder, without notice or demand.

7. Ratification. Except as expressly provided in this Agreement, all terms and provisions of the Lease are hereby ratified and confirmed and shall be and shall remain in full force and effect in accordance with their respective terms, and this Agreement shall not be construed to: (a) amend or modify the terms and provisions of the Lease except as to the Term thereof; (b) waive, modify, or impair any rights, powers or remedies of Landlord under the Lease upon termination of the Deferment Period; (c) constitute an agreement by Landlord or otherwise require Landlord to extend the Deferment Period; or (d) make any extension of credit to Tenant.

8. WAIVER AND RELEASE OF CLAIMS. TENANT REPRESENTS AND WARRANTS THAT IT HAS NO SET-OFF, COUNTERCLAIM, DEFENSE, CROSS-COMPLAINT, CLAIM, DEMAND OR OTHER CAUSE OF ACTION (HEREINAFTER REFERRED TO COLLECTIVELY AS "CLAIMS") AGAINST LANDLORD WHICH ARISE OUT OF THE LEASE, ANY OTHER TRANSACTION WITH LANDLORD, OR WHICH COULD BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF TENANT'S LIABILITY TO PAY RENT OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM LANDLORD, IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE. TO THE EXTENT THAT ANY CLAIMS MAY EXIST, WHETHER KNOWN OR UNKNOWN, SUCH ARE HEREBY WAIVED AND RELEASED BY TENANT. FURTHER, TENANT ACKNOWLEDGES THAT LANDLORD MAY NEED TO TEMPORARILY SUSPEND OR CURTAIL CERTAIN NON-ESSENTIAL SERVICES/AMENITIES AT THE PROPERTY, INCLUDING MAINTENANCE AND GENERAL PROPERTY MANAGEMENT SERVICES (AS DETERMINED BY LANDLORD IN ITS REASONABLE DISCRETION) FOR THE PURPOSE OF REDUCING OPERATING EXPENSES IN RESPONSE TO FISCAL CONSTRAINTS OR OTHERWISE DUE TO THE INTERRUPTION, SHORTAGE OR LIMITED AVAILABILITY OF LABOR, MATERIALS OR THIRD PARTY SERVICES RESULTING FROM OR ARISING OUT OF THE COVID-19 PANDEMIC OR ANY GOVERNMENT ADVISORIES OR RESTRICTIONS ISSUED IN CONNECTION THEREWITH. TO THE EXTENT THAT ANY CLAIMS MAY EXIST AGAINST LANDLORD RELATING TO SUCH MEASURES, WHETHER KNOWN OR UNKNOWN, THE SAME ARE HEREBY WAIVED AND RELEASED BY TENANT.

Initials: Tenant: _____
Landlord: _____

9. No Waiver: Strict Performance. Tenant hereby acknowledges and agrees that (i) no failure or delay by Landlord in exercising any right, power or remedy under this Agreement or under the Lease shall operate as a waiver thereof, (ii) no failure or delay by Landlord to insist upon the strict performance by Tenant of any term, condition, covenant or agreement or to exercise any right, power or remedy as a result of the breach thereof shall constitute a waiver of any such term, condition, covenant or agreement or of any breach thereof or preclude Landlord from insisting on the strict performance thereof, (iii) no single or partial exercise of any right, power or remedy of Landlord shall preclude further exercise of any right, power or remedy, and (iv) the acceptance by Landlord of a partial payment of any amount due under the terms hereof shall not constitute an accord and satisfaction of the full amount of the rent that is due and shall not preclude Landlord from requiring the full and timely payment of any and all amounts due under the terms hereof or the Lease.

10. CONFIDENTIALITY. TENANT AGREES THAT THE MATTERS SET FORTH IN THIS AGREEMENT ARE OF A CONFIDENTIAL NATURE AND SHALL NOT BE DISCLOSED TO ANYONE FOR ANY PURPOSE, EXCEPT TO THE EXTENT REQUIRED BY LAW.

11. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. In order to expedite the transaction contemplated herein, emailed or electronic signatures may be used in place of original signatures on this Agreement.

12. No Commitment. Tenant agrees that Landlord has not made any commitment or other agreement regarding the Lease, except as expressly set forth in this Agreement and/or Lease itself. Tenant warrants and represents that Tenant will not rely on any commitment or other agreement on the part of Landlord unless such commitment or agreement is in writing and signed by Landlord.

13. Time is of the essence. Time is of the essence in connection with the obligations of Landlord and Tenant under this Agreement.

The undersigned have executed this Agreement to be effective as of the Effective Date.

LANDLORD:	**TENANT:**
City of West University Place, Texas	Goode Cook, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Initials: Tenant: _____
Landlord: _____

AGENDA MEMO

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

Meeting Date	7.13.2020	**Agenda Item**	12F
Approved by City Manager	Yes	**Presenter(s)**	G. Barrera, Director
Reviewed by City Attorney	Yes	**Department**	Public Works
Subject	Pedestrian Bridges Rehabilitation Project		
Attachments	1. General Services Agreement – Wilson Building Services, Inc. 2. Budget Amendment Ordinance		
Financial Information	Expenditure Required:	$65,550	
	Amount Budgeted:	$65,000	
	Account Number:	301-7000-85010	
	Additional Appropriation Required:	$550	
	Additional Account Number:	301-7000-85010	

Executive Summary

The City solicited bids for the rehabilitation of the 18-year old pedestrian bridges that cross over Poor Farm Ditch at Robinhood, Tangley and Plumb. Weather conditions over the years have caused the substructure and wood decking of all 3 bridges to show signs of major wear. Therefore, staff is proposing the following work be performed on all three bridges:

- Remove and replace the wood decking and use all new fasteners
- Pressure wash and strip all peeling paint from railings and surfaces
- Prime bare steel, apply rust prevention epoxy and paint bridges

The City received 8 bids for this project:

FIRM	BID	ADD ALT	TOTAL
Scaffold Monkey	$ 13,750	$ 27,000	$ 40,750
54 Construction, LLC	$ 45,000	$ 12,000	$ 57,000
Wilson Building Services	$ 73,050	$ 2,580	$ 75,630
Eland Industries	$ 78,915	$ 33,000	$ 111,915
CM City Solutions	$ 126,964	$ 41,100	$ 168,064
Jerdon Ent. LP	$ 132,000	$ 22,500	$ 154,500
DVL Enterprises	$ 195,000	$ 36,000	$ 231,000
Greescapes	$ 210,000	$ 75,000	$ 285,000

After extensive review of all qualifications, experience with similar projects, and negotiations utilizing best and final offer (BAFO), both City staff and City Engineer selected Wilson Building Services, Inc. in the amount of $65,550. Wilson Building Services has over 25 years of experience in interfacing with federal & municipal clients and have completed similar projects ranging from $24,000 to $1M.

The amount appropriated for this project in the 2020 Budget is $65,000 and because the total project cost is $65,550, a budget amendment in the amount of $550 from the Capital Project Fund is being requested.

Recommended Action

Staff recommends that City Council:

- Adopt the ordinance approving the amendment to the 2020 Budget in the amount of $550 to the Capital Project Fund;
- Award the bid for this work to Wilson Building Services, Inc. in the amount of $65,500; and
- 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: ***Wilson Building Services, Inc.***

Description of Services: Pedestrian Bridge Rehabilitation (Plumb, Tangley and Robinhood)

Base Services "not to exceed": $65,550.00

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

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. Contractor Estimate

B. City's Additional Contract Documents:

1. ***City Engineer Recommendation Letter***

END OF DOCUMENT

IDS Engineering Group

50 YEARS 1970-2020

June 25, 2020

City of West University Place
3826 Amherst Street
West University Place, Texas 77005

Attention: Mr. Gerardo Barrera, Public Works Director

Reference: City of West University Place Pedestrian Bridge Rehab on Poor Farm Ditch @ Plumb, Tangley, & Robinhood Streets
IDS Project No. 2348-001-00, Bid PW20-02

Dear Mr. Barrera:

In accordance with your instructions, bids were opened and read on April 30, 2020, for construction of the above referenced project. A copy of the bid tabulation is attached.

The references and financial statements have been checked. IDS has identified Wilson Building Services as the best value to complete the scope of work identified in the contract documents.

We, therefore, recommend award of the contract to Wilson Building Services, inc. in the amount of $65,550.00. This City shall obtain bonds, certificate of insurance, and W9 prior to execution of the contract.

If you have any questions or comments, please call.

Sincerely,

Carol D. Harrison

Carol D. Harrison, P.E., PMP, ENV SP
City Engineer, City of West University Place

CH/mls

\\FS3\Projects\2300\234800100 City Engineer for City of West U Place\CPS\Contracts\01 Ped Bridge PW20-02\CPS\060 Corres\Recommendation of Award_Wilson Building Services.docx

13430 Northwest Freeway, Suite 700, Houston, Texas 77040
TBPE F-2726 | TBPLS 10110700
t 713.462.3178
idseg.com

infrastructure design solutions

After contract termination of first selected contractor, as a best and final offer, Wilson Building Services submitted a revised estimate to complete the work satisfactorily. See attached proposal. This work was formally bid and Wilson was the second lowest bid for this work.

BID TAB

Bid PW 20-02

PEDESTRIAN BRIDGE REHAB
TO SERVE
CITY OF WEST UNIVERSITY PLACE

PROJECT NO. 2348-001-00, CONTRACT NO. 1
Bids Opened: April 30, 2020 at 9:00 a.m.

Item No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Bidder No. 1 Scaffold Monkey Field Services, LLC Unit Price	Bidder No. 1 Total Cost	Bidder No. 2 54 Construction, LLC Unit Price	Bidder No. 2 Total Cost	Bidder No. 3 Wilson building Services, Inc. Unit Price	Bidder No. 3 Total Cost	Bidder No. 4 Eland Industries, LLC Unit Price	Bidder No. 4 Total Cost	Bidder No. 5 CM City Solutions, LLC Unit Price	Bidder No. 5 Total Cost
1	3	E.A.	Mobilzation, Site preparation, Demobilization, Cleaning, Fabrication, Cleaning, Construction and other support work elements necessary to provide for the rehabilitation of a single pedestrian bridge, consistent with the narrative scope of work and the City of West University Place contractors terms and conditions (Price Per Bridge)	$0.00	$0.00	$15,000.00	$45,000.00	$24,350.00	$73,050.00	$26,305.00	$78,915.00	$42,231.48	$126,694.44
Add #1	3	E.A.	Utilize a composite material in lieu of the Timber Decking such as trex or qual; Est quantity 330 SQ. FT. (unit pricing reflects material for an individual bridge)	$0.00	$0.00	$2,000.00	$6,000.00	$0.00	$0.00	$4,500.00	$13,500.00	$3,800.00	$11,400.00
Add #2	3	E.A.	Remove/ dispose if existing handrails, fabricate/ coat/ install new handrails (unit pricing reflects material/ effort for an individual bridge; pricing should take into account effort in base price for cleaning/ painting not performed)	$0.00	$0.00	$2,000.00	$6,000.00	$25,650.00	$76,950.00	$6,500.00	$19,500.00	$9,900.00	$29,700.00
EW #1	12	H.R.	Power tool cleaning of bridge substructure per SSPC-SP3 as requested to provide for improved metal surface preparation as requested by the city:	$0.00	$0.00	$85.00	$1,020.00	$85.00	$1,020.00	$85.00	$1,020.00	$85.00	$1,020.00

Item No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Bidder No. 1 Scaffold Monkey Field Services, LLC Unit Price	Total Cost	Bidder No. 2 54 Construction, LLC Unit Price	Total Cost	Bidder No. 3 Wilson building Services, Inc. Unit Price	Total Cost	Bidder No. 4 Eland Industries, LLC Unit Price	Total Cost	Bidder No. 5 CM City Solutions, LLC Unit Price	Total Cost
EW #2	24	H.R.	Power hand tool cleaning of bridge substructure pr SSPC SP2 as requested to providee for improved metal surgace prepartion as requested by the city	$0.00	$0.00	$65.00	$1,560.00	$65.00	$1,560.00	$65.00	$1,560.00	$65.00	$1,560.00
SUBTOTAL INSPECTION ITEMS:					**$0.00**		**$59,580.00**		**$152,580.00**		**$114,495.00**		**$170,374.44**
TOTAL AMOUNT BASE BID					**$0.00**		**$59,580.00**		**$152,580.00**		**$114,495.00**		**$170,374.44**

BID TAB

Bid PW 20-02

PEDESTRIAN BRIDGE REHAB
TO SERVE
CITY OF WEST UNIVERSITY PLACE

PROJECT NO. 2348-001-00, CONTRACT NO. 1
Bids Opened: April 30, 2020 at 9:00 a.m.

Item No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Bidder No. 6 Jerdon Enterprise, L. P. Unit Price	Bidder No. 6 Total Cost	Bidder No. 7 DVL Enterprises, LLC Unit Price	Bidder No. 7 Total Cost	Bidder No. 8 Greenscapes Six, LLC Unit Price	Bidder No. 8 Total Cost
INSPECTION ITEMS:									
1	3	E.A.	Mobilzation, Site preparation, Demobilization, Cleaning, Fabrication, Cleaning, Construction and other support work elements necessary to provide for the rehabilitation of a single pedestrian bridge, consistent with the narrative scope of work and the City of West University Place contractors terms and conditions (Price Per Bridge)	$44,000.00	$132,000.00	$65,000.00	$195,000.00	$70,000.00	$210,000.00
Add #1	3	E.A.	Utilize a composite material in lieu of the Timber Decking such as trex or qual; Est quantity 330 SQ. FT. (unit pricing reflects material for an individual bridge)	$0.00	$0.00	$2,000.00	$6,000.00	$10,000.00	$30,000.00
Add #2	3	E.A.	Remove/ dispose if existing handrails, fabricate/ coat/ install new handrails (unit pricing reflects material/ effort for an individual bridge; pricing should take into account effort in base price for cleaning/ painting not performed)	$7,500.00	$22,500.00	$10,000.00	$30,000.00	$15,000.00	$45,000.00
EW #1	12	H.R.	Power tool cleaning of bridge substructure per SSPC-SP3 as requested to provide for improved metal surface preparation as requested by the city:	$85.00	$1,020.00	$85.00	$1,020.00	$85.00	$1,020.00
EW #2	24	H.R.	Power hand tool cleaning of bridge substructure pr SSPC SP2 as requested to providee for improved metal surgace prepartion as requested by the city	$65.00	$1,560.00	$65.00	$1,560.00	$65.00	$1,560.00
SUBTOTAL INSPECTION ITEMS:					**$157,080.00**		**$233,580.00**		**$287,580.00**
TOTAL AMOUNT BASE BID					**$157,080.00**		**$233,580.00**		**$287,580.00**

Estimate

Wilson Building Services, Inc.
13955 Murphy Road, Suite 124
Stafford, Texas 77477
281-778-8350

Date	Estimate #
6/19/2020	1598

Name / Address

City of West University Place
3800 University Blvd
West University Place, Texas 77005

Project

Pedestrian Bridges Rehabilitation

Item	Description	Qty	U/M	Rate	Total
Repair & Mai...	MOBILIZATION, SITE PREPARATION, DEMOBILIZATION, CLEANING, CONSTRUCTION AND OTHER SUPPORT WORK ELEMENTS NECESSARY TO PROVIDE FOR THE REHABILITATION OF A SINGLE PEDESTRIAN BRIDGE, CONSISTENT WITH THE AGREED SCOPE OF WORK BETWEEN ALL PARTIES AND THE CITY OF WEST UNIVERSITY PLACE CONTRACTORS AGREED TERMS AND CONDITIONS. REFERENCE ATTACHED SCOPE OF WORK.	3		21,850.00	65,550.00
	Sales Tax			8.25%	0.00
			Total		$65,550.00

June 19, 2020

Mr. Carol Harrison
City Engineer
City of West University Place
3800 University Blvd
West University Place, Texas 77005

Re.: Scope of Work - Pedestrian Bridge Rehab Along Poor Farm Ditch @ Plumb, Tangley and Robinhood Streets

Dear Ms. Harrison,

WBS is pleased to be selected to provided the needed maintenance services for the referenced project. Once a contract is executed WBS will provide construction materials submittals along with our planned Site Specific Safety Plan for review and approval. The SSSP will address our means and methods to ensure public safety during construction. Our plan of the service will be as followed:

- Installation of scaffolding under the bridge and install safety fencing to close access at both ends of the bridge.
- Surface prep bridge structure and handrails per SSPC-SP12, SSPC-SP2 & SSPC-SP3.
- Same day spot prime with Macropoxy 646. Feather and request an inspection.
- Apply a full coat of Macropoxy 920 pre-prime per City work scope.
- Apply a full coat of Acrolon 218 HS SW6180 Polyurethane per City work scope.
- The handrails will be prep & refinished first and afterwards the deck substructure will be prep & refinished after deck boards are removed.
- Replace deck boards with City approved fir boards.
- Final inspection and approval of work.
- Project duration – upon NTP & submittals approval WBS anticipated schedule is 2 weeks for milling and delivery of fir & 4 weeks for prep, refinishing of bridge metal surfaces & installation of new wood deck. Six weeks total.

Wilson Building Services, Inc.

Wendell Wilson
Wilson Building Service, Inc.
President

City of West University Place
Harris County, Texas

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020; CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY

WHEREAS, it is found and determined that changes in the current budget are necessary for municipal purposes and that amendments are necessary for emergencies of the kind contemplated by state law, and it is formally found, determined and declared that such emergencies exist;

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

Section 1. The budget of the City of West University Place for the 12 month period beginning January 1, 2020, and ending December 31, 2020 as heretofore adopted be, and it is hereby, amended as shown in Exhibit A attached.

Section 2. The City Council approves, adopts and ratifies the findings set out in the preamble hereof and directs that the City Secretary file a copy of this ordinance with the county clerk, in the same manner as original budgets are required to be filed.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby 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 Open Meetings Act, Chapter 551, Texas Government Code, 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. The public importance of this measure and the requirement of the law create an emergency and an urgent public necessity requiring that this ordinance be passed and take effect as an emergency measure, and a state of emergency is hereby declared. This ordinance is accordingly passed as an emergency measure and shall take effect immediately upon adoption and signature.

Section 7. This ordinance shall become effective upon adoption and signature.

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

(Seal)

Attest: _____
Thelma Gilliam, City Secretary

Signed: _____
Robert Higley, Mayor

Recommended by:

_____
David Beach, City Manager

Approved as to legal form:

_____
Alan P. Petrov, City Attorney

Exhibit A

City of West University Place
Budget Amendment

	2020 Budget	Amendment July 13, 2020	2020 Amended Budget
Capital Projects Fund			
Capital Outlay			
Bridge Management Program	**$65,000**	**$550**	**$65,550**

AGENDA MEMO

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

Meeting Date	07.13. 2020	**Agenda Item**	12G
Approved by City Manager	Yes	**Presenter(s)**	D. Beach, City Manager
Reviewed by City Attorney	Yes	**Department**	Parks & Recreation
Subject	Colonial Park East Improvements – Equipment Purchase		
Attachments	1. Kompan Inc. Quote -$60,201.52 2. Lone Star Recreation of Texas, LLC Quote - $62.993 3. GameTime c/o Total Recreation Products, Inc. Quote - $178,331.46		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		203-7000-85002
	Additional Appropriation Required:		
	Additional Account Number:		203-0000-43303 (Friends Funds)

Executive Summary

City Council approved the Colonial Park East Improvements and budget at the June 22, 2020 City Council meeting. As mentioned during the June 22 meeting, there were certain elements of the project that exceeded the City Manager's authority of $50,000 and would require City Council approval. The following items needing City Council approval:

- Kompan Inc. – Provide and install sand play features in the amount of $60,201.52
- Lone Star Recreation of Texas, LLC – Demolition of existing wood features, provide and install new slides, climbers and play panels on existing equipment in the amount of $62,993.00
- GameTime c/o Total Recreation Products, Inc. – Provide and youth obstacle course and artificial turf surfacing in the amount of $178,331.46

All quotes that have been provided are from the State BuyBoard and meet competitive purchasing requirements.

Recommended Action

Staff recommends that City Council:

1. Award a contract to Kompan Inc, in the amount of $60,201.52 for sand play features and installation,
2. Award a contract to Lone Star Recreation of Texas, LLC in the amount of $62,993 for removal of existing wood equipment, provision and installation of new slides, climbers and playpanels,
3. Award a contract to GameTime c/o Total Recreation Products, Inc. in the amount $178,331.46 for provision and installation of youth obstacle course and artificial surfacing, and
4. Authorize the City Manager to execute these contracts for Colonial Park East Improvements.

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: ***Kompan,Inc***

Description of Services: Provide and install sand play features as found on the attached quote

Annual/Base Services: $60,201.52

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: 7-14-2020

Termination Date: 11-27-2020

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

CITY OF WEST UNIVERSITY PLACE:*	**CONTRACTOR:**
By: _____	By: _____
Title: _____	Title: Treasurer
Date: _____	Date: 06/29/2020

____ 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. Official Bid Packet

B. City's Additional Contract Documents:

1. ***[Insert City documents]***

END OF DOCUMENT

KOMPAN

SALES PROPOSAL

COROCORD

KOMPAN, INC. * 605 W Howard Lane Ste 101, Austin, TX 78753 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

Site Location: C0019367
Colonial Park
Susan White
4130 Byron St.
West University Place, 77005
United States

Date 05/05/20
Expiration Date
Proposal No. SP72296
Project Colonial Park
Ship to State/Zip TX 77005
Customer Service Representative Kelsey Anderson
Sales Representative Matthew Machin
Payment Terms DEP50%&N30

Invoice-to: C0019367
City of West University Place
6104 Auden
West University Place, TX 77005
United States

Ship-to:
Colonial Park
4130 Byron St.
West University Place, TX 77005
United States
Susan White

Qty.	Item No.	Description	Net Price
		Texas Buyboard Contract #592-19	
1	NRO528-1021	OASIS SAND HOUSE W/DESK,IG & CRANE, Color IG	16,432.00
1	NRO529-1021	OASIS SAND BOAT W/SAIL,IG Color, IG	11,720.00
33	NRO503-0001	SANDPIT 1 M MODULE, Natural,SM 149LF	5,808.00
1	ROBSERV		
1	FRT-KOMPAN INC	Freight from KOMPAN Inc	4,041.24
1	CUSTOMINSTALL	Install of KOMPAN equipment. Includes offloading and install of surfacing mats. Does not include disposal fee.	13,689.27
		Surfacing for Sand Area	
1	TFGFF	Filter Fabric to cover 1049 Sq Feet	204.00
1	FRT-OTHER	Freight for FF	29.00
1,049	CUSTOMINSTALL	Installation of 1049 SF of filter fabric.	1,371.76
1,049	SITEWORK	Excavate existing EWF in sand play area at up to 12" depth.	2,057.65
1	OTR-PROD	Play Sand 39 CY Includes material & delivery	3,240.79
39	CUSTOMINSTALL	Installation of play sand at up to 12" depth covering 1049 SF (39 CY)	1,020.00
3	OTR-PROD	5 x 3 ADA accesible surfacing mats	286.61
		Continued on page 2.....	59,900.32

		Continued from page 1	59,900.32
1	OTR-PROD	Installation kit for surfacing mats	109.39
1	FRT-OTHER	Freight- for Surfacing Mats	191.81

Total **60,201.52**

Comments:
Please read attached General Assumptions and Exclusion document for information on install/sitework.
Please allow 8-10 weeks for product delivery upon order placement.
Customer is responsible for removal of any existing equipment / obstacles prior to installation.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	42,450.00	8,490.00	33,960.00
Subtotal - Other Products	4,252.69	615.90	3,636.79
Subtotal - Surfacing	240.00	36.00	204.00
Subtotal - Installation & Other Services	21,928.84	3,790.16	18,138.68
Subtotal - Freight	4,262.05	0.00	4,262.05
Subtotal	**73,133.58**	**12,932.06**	**60,201.52**

Estimated Tax Rate (Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.) 0.00

Total **60,201.52**

Your acceptance of this proposal constitutes a valid order request and 04/24/20. includes acceptance of KOMPAN's Terms and Conditions, receipt of which is hereby acknowledged by your signature.
To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount.
This quote may be withdrawn by us if not accepted by 04/24/20.
KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American"provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature):

Accepted By (please print):

Date:

KOMPAN®
COROCORD

General Assumptions:

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply.
- Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPANs 2D drawing or CAD drawings. Customer to provide site "bench mark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal):

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones.
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment.
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing.
- Utilities site location services and/or relocation of any underground utilities.
- On site dumpster for disposal of shipping containers and general construction debris.
- If applicable, primary electrical service, such as connection of primary power to KOMPANs ICON server box. Primary power is to be terminated within ICON server box by a licensed electrician.

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:
2020-642769

Date Filed:
07/10/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kompan, Inc.
Austin, 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.

SP72296
Supply and Install Playground equipment and safety surfacing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Enright, Tom	Austin, TX United States		X
Lewis, Eric	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Eric Lewis, and my date of birth is 05/28/1975.

My address is 608 W. Howard Lane, Austin, TX, 78753, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of TX, on the 10 day of July, 2020.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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: ***Lone Star Recreation of Texas, LLC***

Description of Services: Demolition of existing wood structures, provide and install new slides, play panels and climbers on existing equipment according to the attached quote

Annual/Base Services: $62,993

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: 7-14-2020

Termination Date: 11-27-2020

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

CITY OF WEST UNIVERSITY PLACE:*

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: Eric Edwards

Title: Principal Owner

Date: 06/29/2020

____ 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. Official Bid Packet

B. City's Additional Contract Documents:

1. ***[Insert City documents]***

END OF DOCUMENT

V. A. ***Lone Star Recreation of Texas Bid Package Documents***

- Quote # 10231-08 attached
- Design 1132431-05-05 renderings
- Design 1132431-05-05 2D drawing
- LSI 2020 Playground Equipment Warranty
- Form 1295 Certificate of Interested Parties
- Certification of No Boycott of Israel Form
- Lead time: 4-6 weeks ARO
- Schedule of Payments:

Schedule of Payments	Value
Equipment Deposit (30% due w/ order):	$12,279.90
Equipment Balance (70% N30 from Shipment):	$29,806.45
Installation (Due upon completion/acceptance):	$20,906.65
Total Contract Value:	**$62,993.00**

Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477

Phone: 281-970-9010

PROPOSAL

Quote # **10231-08**

Date: 6/23/2020
Proposal Expires: 8/31/2020

Contact: Brooks Smith
Company: City of West University Place
Phone: 713-662-7432
Email: bsmith@westutx.gov

Ship To: Adams Constructor
9502 Fairbanks N. Houston Rd.
Houston, TX 77064

Bill To: City of West University Place
4210 Bellaire Blvd.
West University Place, TX 77025

Installation Site: Colonial Park
4130 Byron St.
West University Place, TX 77005

Terms
INCO Terms: F.O.B. Manufacturing Plant
Estimated Shipping Time: 4-6 weeks ARO
LSRT Payment Terms:
Equipment: 30% w/ order; 70% N30 from Shipment
Installation: Due upon completion

Proposal Prepared By
Contact: Vanessa Zelaya
Phone: 281-970-9010
Email: vanessa.zelaya@LonestarRecreation.com

Sales
Contact: Todd Garrett
Phone: 281-970-9010
Email: todd.garrett@LonestarRecreation.com

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
		PlayBooster® (5-12 years)		
1	143199A	Conical Climber 72" Dk DB	$ 3,930.00	$ 3,930.00
1	115253A	Hole Panel	$ 565.00	$ 565.00
1	117957A	Periscope Panel Above Deck	$ 1,510.00	$ 1,510.00
1	188835A	Sign Language Panel Above Deck	$ 810.00	$ 810.00
1	130565A	Table Panel DB	$ 1,015.00	$ 1,015.00
2	120818A	Playstructure Seat	$ 360.00	$ 720.00
1	126368C	30" Dia El Tunnel Slide w/1 View 56" Dk DB	$ 3,865.00	$ 3,865.00
1	123333B	Rollerslide 56"Dk DB	$ 8,855.00	$ 8,855.00
1	111357A	Chinning Bar Alum DB	$ 495.00	$ 495.00
1	111357B	Turning Bar Alum DB	$ 475.00	$ 475.00
2	111306A	Wheel w/o Infill For Permalene	$ 210.00	$ 420.00
1	111306A	Wheel w/o Infill For Pipe Barrier	$ 210.00	$ 210.00
		PlayShaper® and Parts (2-5 years)		
1	135547B	Block Climber DK-Grnd 40" Dk DB	$ 2,330.00	$ 2,330.00
1	117147A	Gear Panel Above Deck	$ 1,705.00	$ 1,705.00
1	127684A	Match 4 Panel Above Deck	$ 870.00	$ 870.00
1	118429A	Periscope Panel Above Deck	$ 1,375.00	$ 1,375.00
1	111387A	Slant Entrance Panel DB	$ 905.00	$ 905.00
1	144984A	Storefront Panel	$ 390.00	$ 390.00
1	128952A	Tunnel Slide w/1 View DB	$ 2,605.00	$ 2,605.00
6	168198	LAG SCR BH 6LP 3/8x1-1/2i	$ 2.00	$ 12.00
1	120711A	Pod Climber 16" DB	$ 270.00	$ 270.00
1	120710A	Pod Climber 8" DB	$ 265.00	$ 265.00
1	132154	HDW PKG DBL SLD HOOD PS	$ 33.00	$ 33.00
1	126957	HOOD DBL SLD	$ 478.00	$ 478.00

EQUIPMENT $ 34,108.00

Pricing is for the above listed equipment only, no installation of specified items, additional items, change orders, insured addendum, off loading of equipment, storage, security, or any applicable taxes, bonds, permits or freight are included unless listed as separate line item.

Tax Exemption Certificate must be on file with company before submittal of the order, otherwise tax will be billed with order. Credit can be issued upon receipt of proper documentation only prior to shipment.

Change orders and/or cancellations after 5 days will be subject to incurred freight and restocking fees.

1.5% per month thereafter for late payments

Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477

Phone: 281-970-9010

PROPOSAL

Quote # **10231-08**

Date: 6/23/2020
Proposal Expires: 8/31/2020

Contact: Brooks Smith
Company: City of West University Place
Phone: 713-662-7432
Email: bsmith@westutx.gov

Ship To: Adams Constructor
9502 Fairbanks N. Houston Rd.
Houston, TX 77064

Bill To: City of West University Place
4210 Bellaire Blvd.
West University Place, TX 77025

Installation Site: Colonial Park
4130 Byron St.
West University Place, TX 77005

Terms
INCO Terms: F.O.B. Manufacturing Plant
Estimated Shipping Time: 4-6 weeks ARO
LSRT Payment Terms:
Equipment: 30% w/ order; 70% N30 from Shipment
Installation: Due upon completion

Proposal Prepared By
Contact: Vanessa Zelaya
Phone: 281-970-9010
Email: vanessa.zelaya@LonestarRecreation.com

Sales
Contact: Todd Garrett
Phone: 281-970-9010
Email: todd.garrett@LonestarRecreation.com

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
		Wood/Sand Area		
1	170793A	Fossil Digs Dino Eggs	$ 560.00	$ 560.00
1	170792A	Fossil Digs Sea Shells	$ 615.00	$ 615.00
1	170791A	Fossil Digs T-Rex Bones	$ 560.00	$ 560.00
1	148637A	Seesaw, 4-Seats DB	$ 3,200.00	$ 3,200.00
1	123831A	SuperScoop (DB Only)	$ 985.00	$ 985.00
1	123832B	SuperScoop, Accessible DB	$ 905.00	$ 905.00
1	INSTALLATION	Removal of equipment (inc. footers) to be replaced by items on 10231-08 and Installation of LSI equipment referenced above by Manufacturer Trained and Certified CPSI Installer w/ 12 month labor warranty	$ 17,827.00	$ 17,827.00
1	REMOVAL	Removal/Haul off/Disposal of existing wooden strucutres: (1) tile wall, (1) sand box, (1) covered wagon and (1) log cabin	$ 4,180.00	$ 4,180.00

EQUIPMENT	$ 40,933.00
INSTALLATION	$ 22,007.00
BUYBOARD #592-19	$ (3,147.00)
FREIGHT	$ 3,200.00
SALES TAX	Exempt
TOTAL	**$ 62,993.00**

Accepted by Customer Date

Print Name Title

Pricing is for the above listed equipment only, no installation of specified items, additional items, change orders, insured addendum, off loading of equipment, storage, security, or any applicable taxes, bonds, permits or freight are included unless listed as separate line item.

Tax Exemption Certificate must be on file with company before submittal of the order, otherwise tax will be billed with order. Credit can be issued upon receipt of proper documentation only prior to shipment.

Change orders and/or cancellations after 5 days will be subject to incurred freight and restocking fees.

1.5% per month thereafter for late payments

landscape structures

Colonial Park

1132431-05-05-01 • 02.21.2020

LONE STAR Recreation

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landscape structures

Colonial Park

1132431-05-05-02 • 02.21.2020

LONE STAR Recreation

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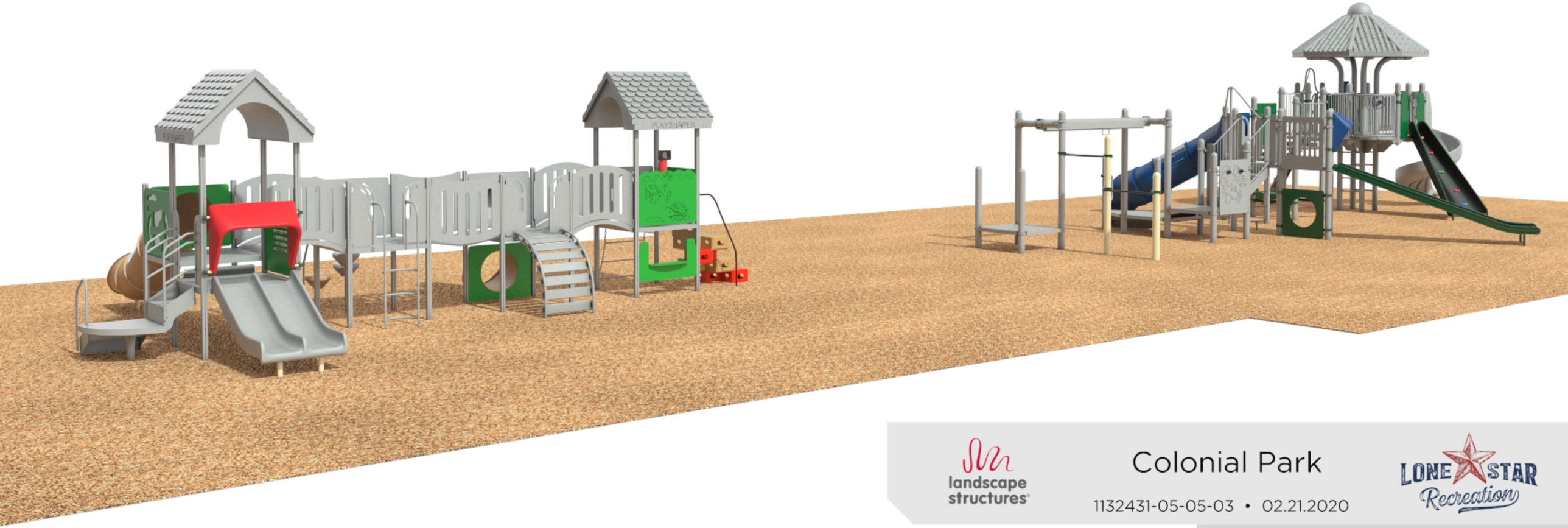

landscape structures

Colonial Park

1132431-05-05-03 • 02.21.2020

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landscape structures

Colonial Park

1132431-05-05-04 • 02.21.2020

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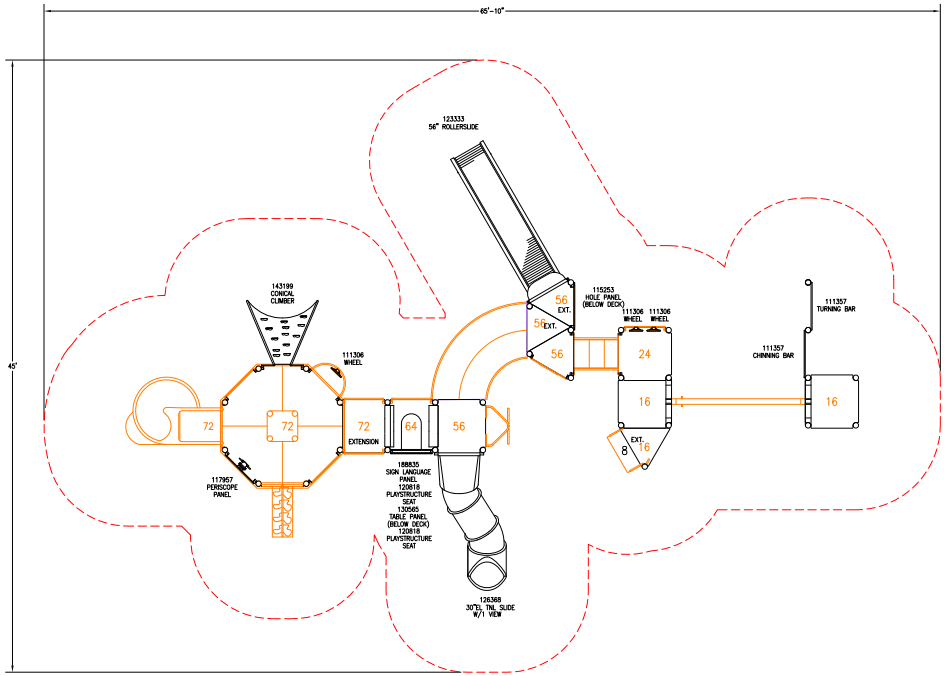
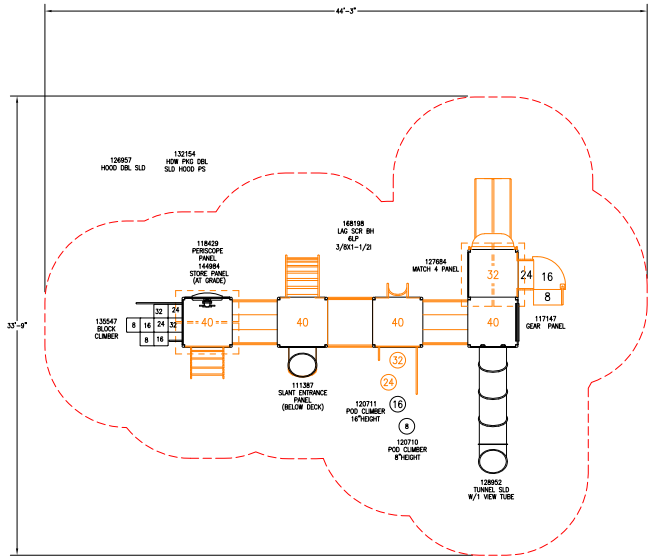
A COMPLETE PLAYGROUND AUDIT IS REQUIRED TO ENSURE COMPLIANCE TO ASTM STANDARD F 1487

L.S.I RECOMMENDS THAT THIS STRUCTURE BE SAFETY INSPECTED AFTER MODIFICATIONS ARE MADE, TO ENSURE CONFORMANCE TO A.S.T.M. F-1487. IT IS OUR OPINION AND INTENT THAT THIS CONFORMS TO A.S.T.M. F-1487 ASSUMING THAT IT HAS BEEN INSTALLED PER MANUFACTURERS INSTALLATION INSTRUCTIONS.





PlayBooster®
(5-12 years)

Max Fall Height: 72 inches

TOTAL ELEVATED PLAY COMPONENTS	13		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	12	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED	4

PlayShaper®and Parts
(2-5 years)

Max Fall Height: 40 inches

ADA count includes existing ground level talk tubes & musical panels

TOTAL ELEVATED PLAY COMPONENTS	14		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	14	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	7	REQUIRED	5
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

EXISTING STRUCTURE NOTE

IT IS THE MANUFACTURERS OPINION AND INTENT THAT THIS DRAWING CONFORM TO ASTM F1487. HOWEVER, WE RECOMMEND THAT THE STRUCTURE BE INSPECTED IN THE FIELD TO VERIFY SAFETY CONFORMANCE AND THAT THE STRUCTURE WAS INSTALLED PER MANUFACTURERS INSTALLATION INSTRUCTIONS.

landscape structures

IPEMA CERTIFIED ASTM F1487

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES NOT CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)

DESIGNED BY:
TLM

COPYRIGHT: 02/19/2020
LANDSCAPE STRUCTURES, INC.

601 7th STREET SOUTH – P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials
/12/2020	1132431-05-04	TLM
/30/2020	1132431-05-03	TLM
/28/2020	1132431-05-02	TLM

SCALE IN FEET:
0' 5' 10' 20'

Colonial Park

West University Place, TX

Lone Star Recreation
Vanessa Zelaya

SYSTEM TYPE:
PlayShaper/Booster

DRAWING #:
1132431-05-05

ISO 14001:2015 REGISTERED

ISO 9001:2015 Certified

landscape structures®

2020 Play Equipment Warranty

You have our word.

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed: _____ President **Date:** 01/01/2020

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:
2020-636914

Date Filed:
06/25/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lone Star Recreation of Texas, LLC.
Stafford, 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.

10231-08
Renovation of the Colonial Park playground

4

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Eric Edwards, and my date of birth is 04/03/1970.

My address is 10701 Corporate Drive, Suite 390 (street), Stafford (city), TX (state), 77477 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of Texas, on the 26 day of June (month), 20 20 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Certification of No Boycott of Israel Form

If Contractor/Vendor is a "Company", as that term is defined in Section 808.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of this Agreement; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2270.002.**
- This form is required to be attached to all Purchase Orders (goods) and Contracts (services) with a value of $100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "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". Furthermore, Texas Government Code §808.001 states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2270.001(2) excludes sole proprietorships from this definition of "Company".

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- ☐ My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §808.001 and §2270.001(1).
- ☒ My Company has less than 10 full-time employees
- ☐ This is not an agreement for goods or services to be provided to the University.

Eric Edwards
Name

Signature

06/26/2020
Date

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: ***Kompan,Inc***

Description of Services: Provide and install sand play features as found on the attached quote

Annual/Base Services: $60,201.52

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: 7-14-2020

Termination Date: 11-27-2020

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

CITY OF WEST UNIVERSITY PLACE:*	**CONTRACTOR:**
By: _____	By: _____
Title: _____	Title: Treasurer
Date: _____	Date: 06/29/2020

____ 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. Official Bid Packet

B. City's Additional Contract Documents:

1. ***[Insert City documents]***

END OF DOCUMENT

KOMPAN

SALES PROPOSAL

COROCORD

KOMPAN, INC. * 605 W Howard Lane Ste 101, Austin, TX 78753 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

Site Location: C0019367
Colonial Park
Susan White
4130 Byron St.
West University Place, 77005
United States

Date 05/05/20
Expiration Date
Proposal No. SP72296
Project Colonial Park
Ship to State/Zip TX 77005
Customer Service Representative Kelsey Anderson
Sales Representative Matthew Machin
Payment Terms DEP50%&N30

Invoice-to: C0019367
City of West University Place
6104 Auden
West University Place, TX 77005
United States

Ship-to:
Colonial Park
4130 Byron St.
West University Place, TX 77005
United States
Susan White

Qty.	Item No.	Description	Net Price
		Texas Buyboard Contract #592-19	
1	NRO528-1021	OASIS SAND HOUSE W/DESK,IG & CRANE, Color IG	16,432.00
1	NRO529-1021	OASIS SAND BOAT W/SAIL,IG Color, IG	11,720.00
33	NRO503-0001	SANDPIT 1 M MODULE, Natural,SM 149LF	5,808.00
1	ROBSERV		
1	FRT-KOMPAN INC	Freight from KOMPAN Inc	4,041.24
1	CUSTOMINSTALL	Install of KOMPAN equipment. Includes offloading and install of surfacing mats. Does not include disposal fee.	13,689.27
		Surfacing for Sand Area	
1	TFGFF	Filter Fabric to cover 1049 Sq Feet	204.00
1	FRT-OTHER	Freight for FF	29.00
1,049	CUSTOMINSTALL	Installation of 1049 SF of filter fabric.	1,371.76
1,049	SITEWORK	Excavate existing EWF in sand play area at up to 12" depth.	2,057.65
1	OTR-PROD	Play Sand 39 CY Includes material & delivery	3,240.79
39	CUSTOMINSTALL	Installation of play sand at up to 12" depth covering 1049 SF (39 CY)	1,020.00
3	OTR-PROD	5 x 3 ADA accesible surfacing mats	286.61
		Continued on page 2.....	59,900.32

		Continued from page 1	59,900.32
1	OTR-PROD	Installation kit for surfacing mats	109.39
1	FRT-OTHER	Freight- for Surfacing Mats	191.81

Total **60,201.52**

Comments:
Please read attached General Assumptions and Exclusion document for information on install/sitework.
Please allow 8-10 weeks for product delivery upon order placement.
Customer is responsible for removal of any existing equipment / obstacles prior to installation.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	42,450.00	8,490.00	33,960.00
Subtotal - Other Products	4,252.69	615.90	3,636.79
Subtotal - Surfacing	240.00	36.00	204.00
Subtotal - Installation & Other Services	21,928.84	3,790.16	18,138.68
Subtotal - Freight	4,262.05	0.00	4,262.05
Subtotal	**73,133.58**	**12,932.06**	**60,201.52**

Estimated Tax Rate (Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.) 0.00

Total **60,201.52**

Your acceptance of this proposal constitutes a valid order request and 04/24/20. includes acceptance of KOMPAN's Terms and Conditions, receipt of which is hereby acknowledged by your signature.
To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount.
This quote may be withdrawn by us if not accepted by 04/24/20.
KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American"provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature):

Accepted By (please print):

Date:

KOMPAN®
COROCORD

General Assumptions:

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply.
- Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPANs 2D drawing or CAD drawings. Customer to provide site "bench mark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal):

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones.
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment.
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing.
- Utilities site location services and/or relocation of any underground utilities.
- On site dumpster for disposal of shipping containers and general construction debris.
- If applicable, primary electrical service, such as connection of primary power to KOMPANs ICON server box. Primary power is to be terminated within ICON server box by a licensed electrician.

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:
2020-642614

Date Filed:
07/10/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GameTime c/o Total Recreation Products, Inc.
Cypress, 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.

65162-01-09
General Service Contract for the Provision and Installation of Playground Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
O'Conner, Bryan	Cypress, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bryan O'Conner, and my date of birth is December 21, 1959.

My address is 17802 Grant Road (street), Cypress (city), TX (state), 77429 (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 10th day of July (month), 2020 (year).

Signature of authorized agent of contracting business entity
(Declarant)

July 13, 2020

STORM SEWER ANALYSIS

WORKSHOP PRESENTATION

City of West University Place
Citywide Storm Sewer Analysis

Updated July 13, 2020

Prepared for:

City of West University Place

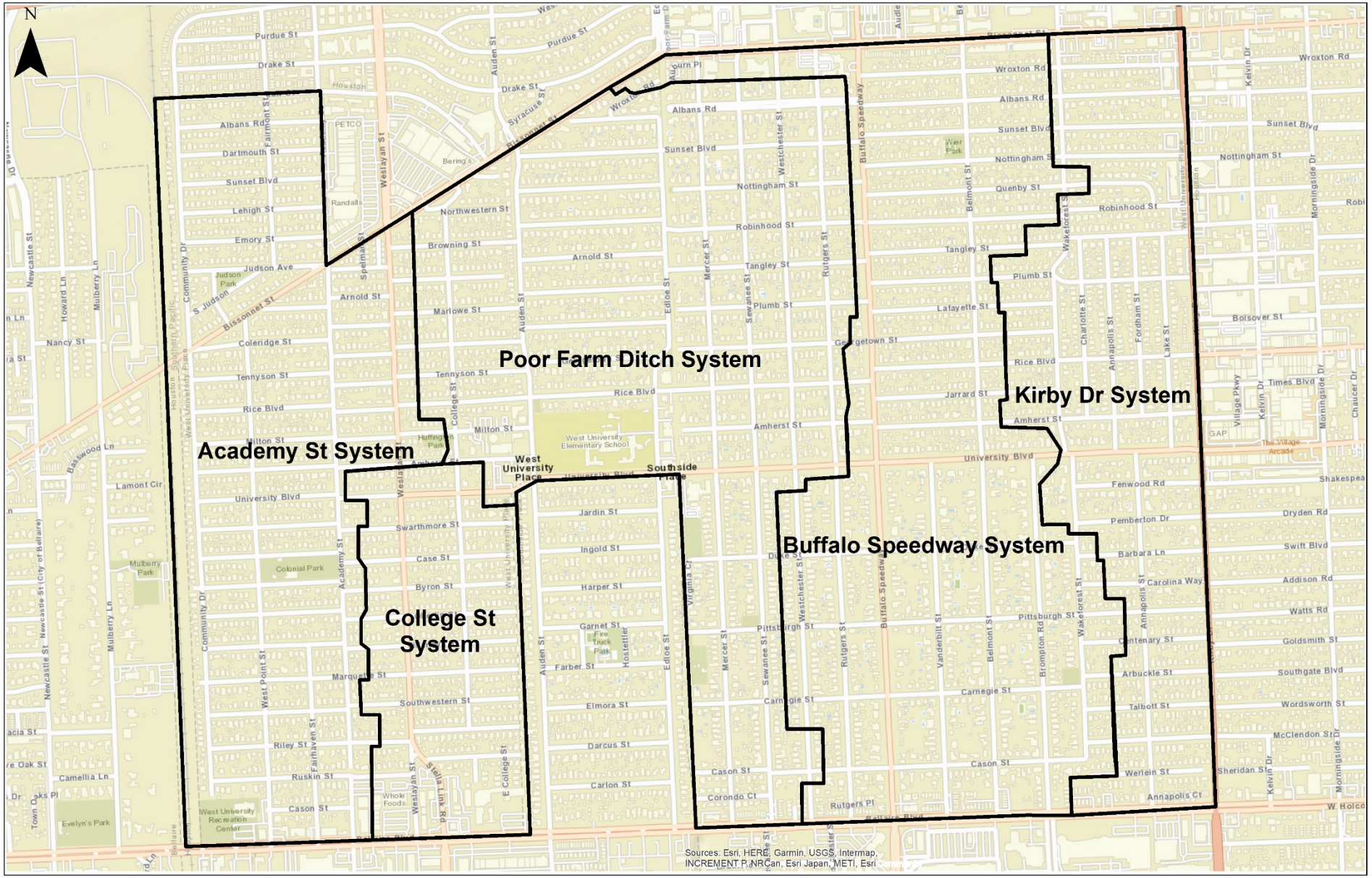
Prepared by:

HT&J, LLC

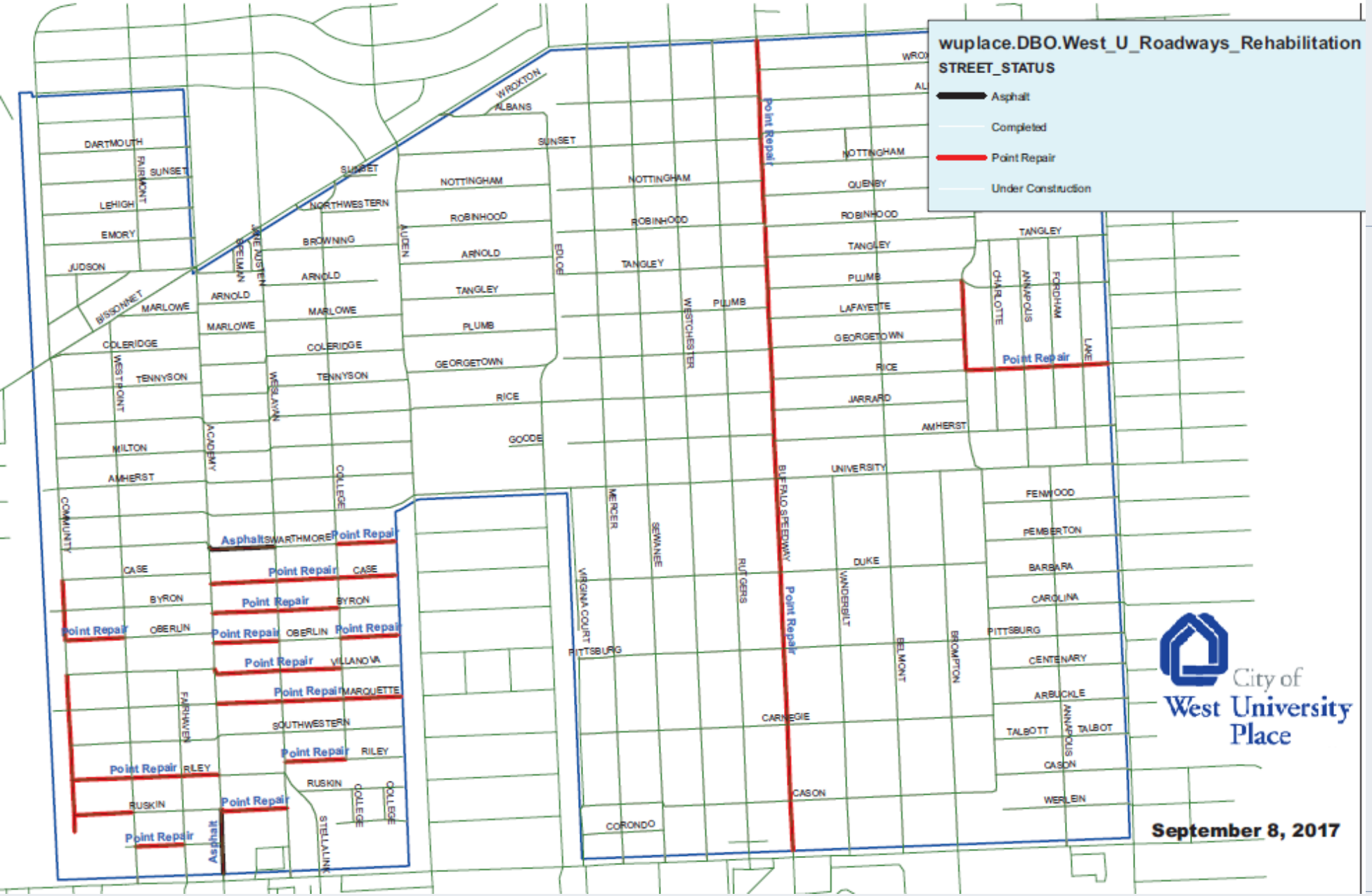
Agenda

Additional Results Discussion

Existing Conditions



Major Drainage Systems

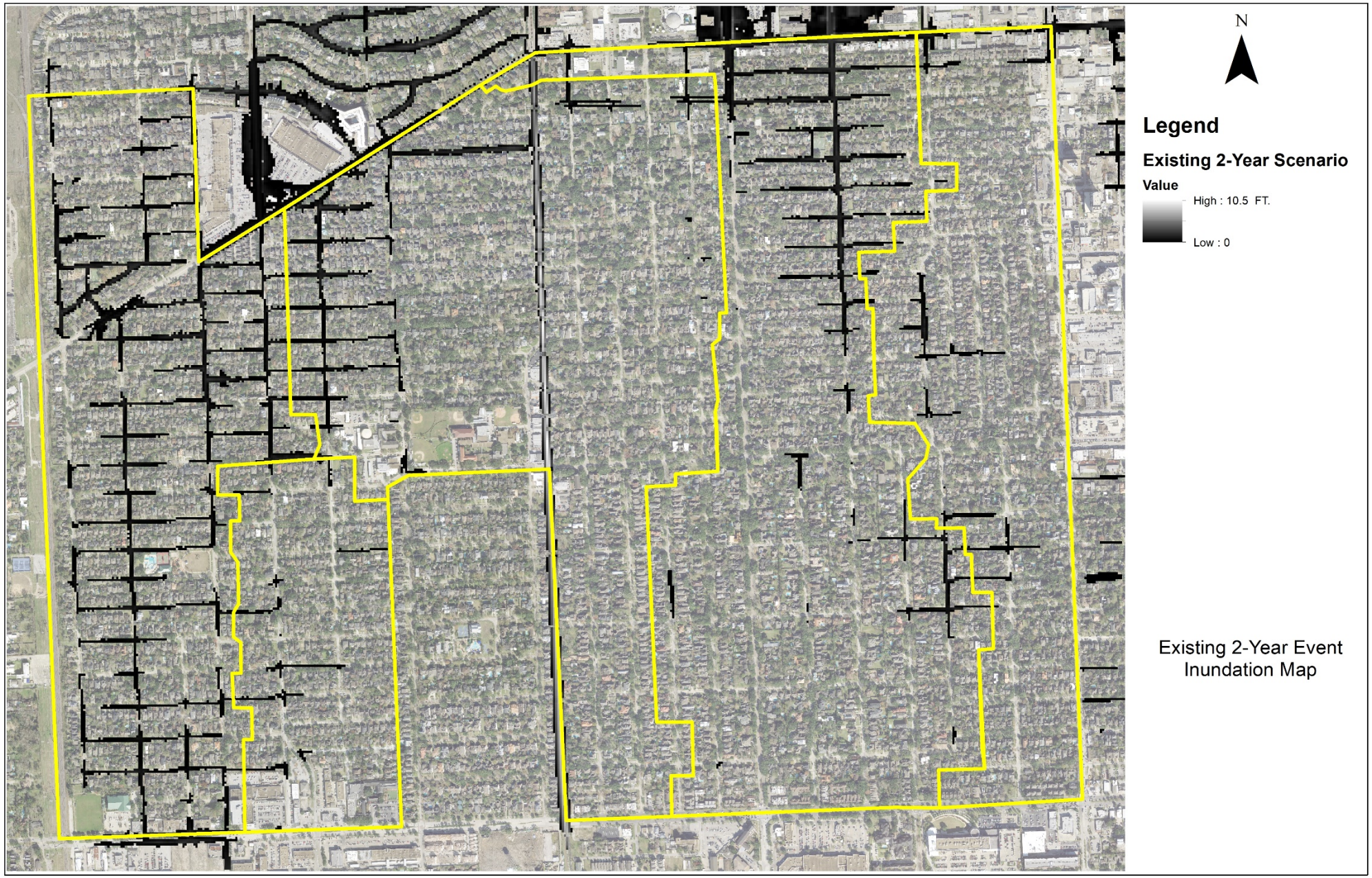


Road Reconstruction

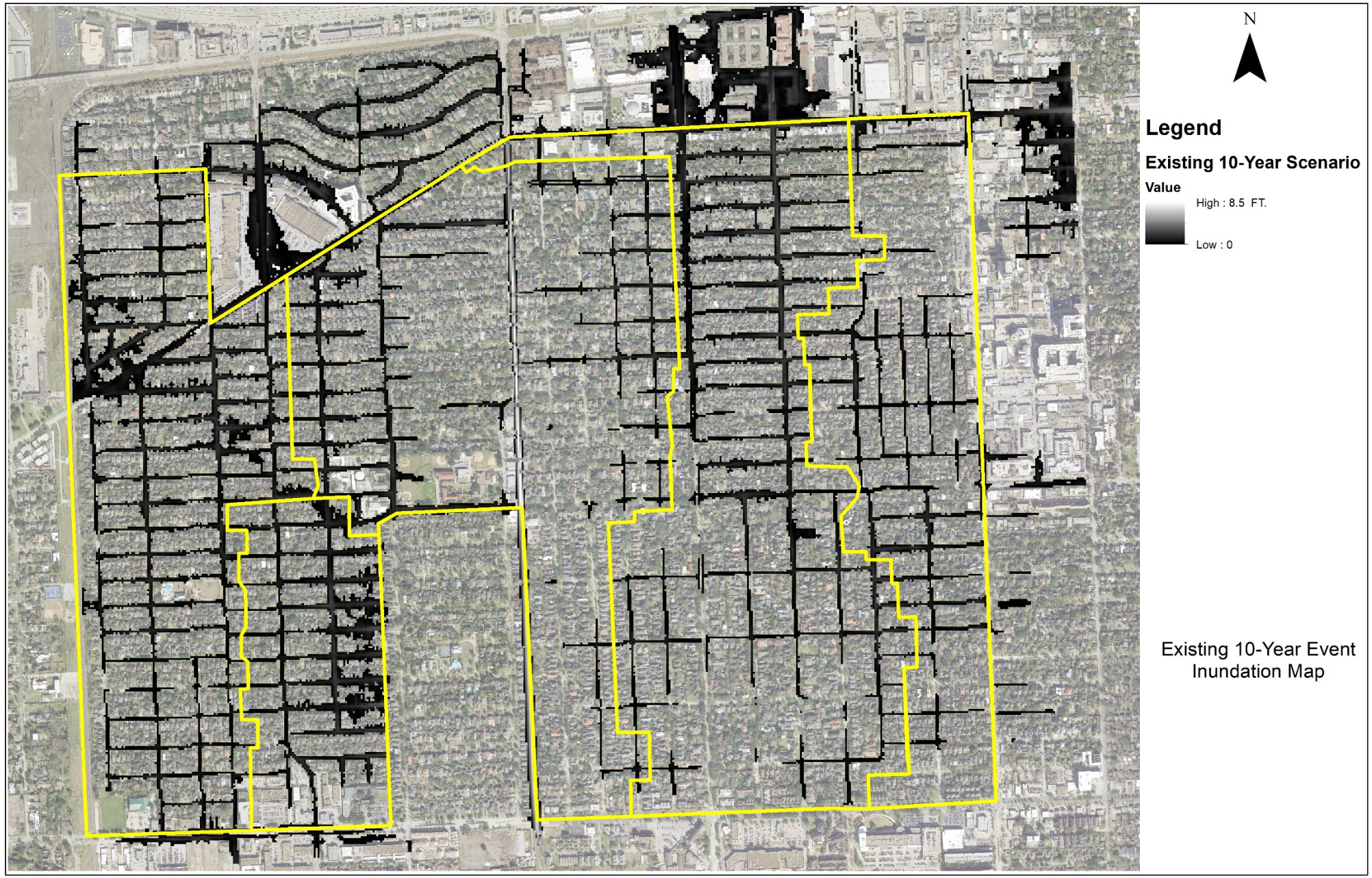
HT&J, LLC

Existing Conditions

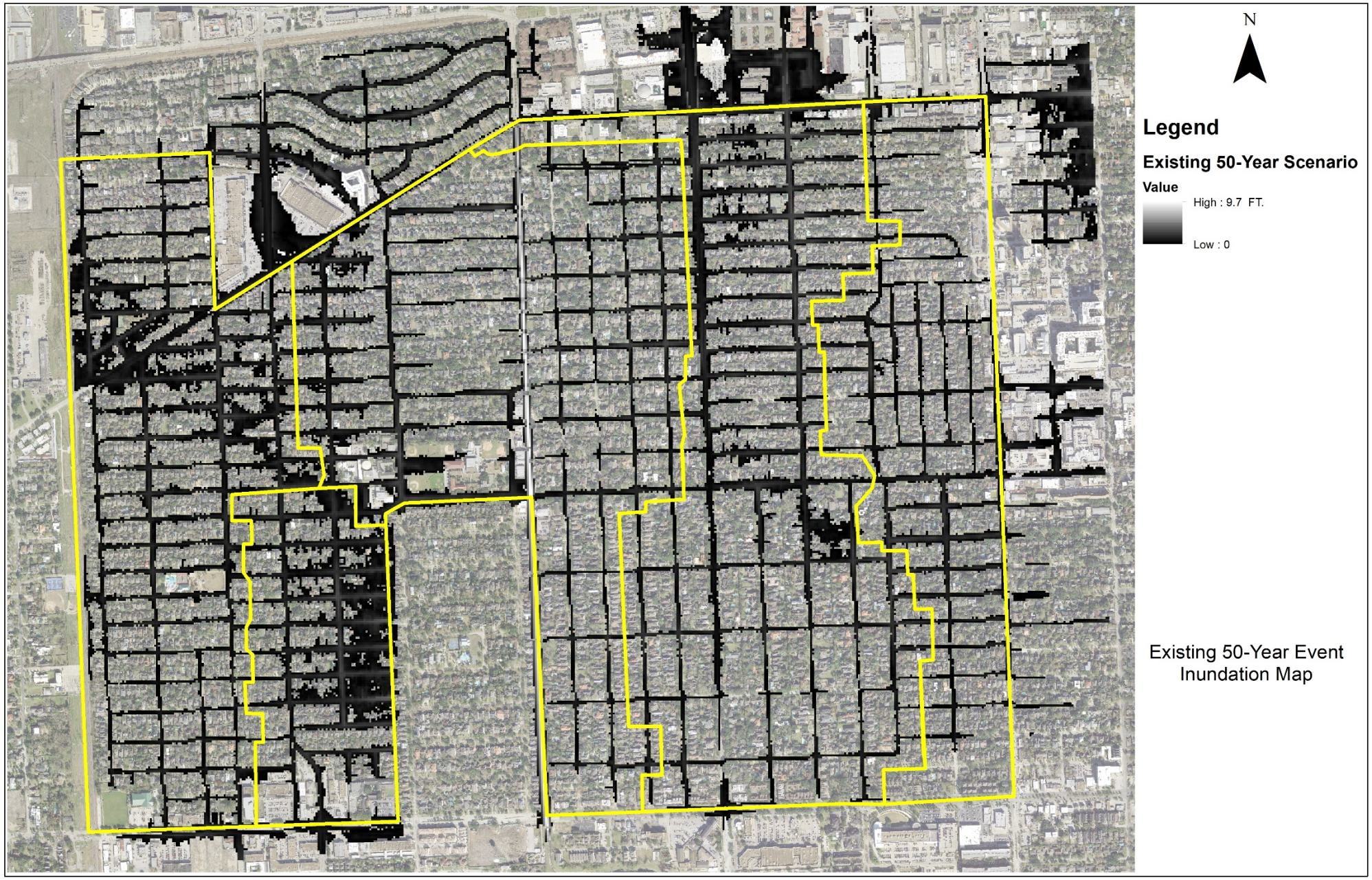
Flooding Conditions for Different Rain Events



Existing 2-Year Event Inundation Map



Existing 10-Year Event Inundation Map



Existing 50-Year Event Inundation Map

Existing 100-Year Event Inundation Map

Existing Conditions

Flooding Conditions 100-Year Vs Harvey Reported Structure Flooding

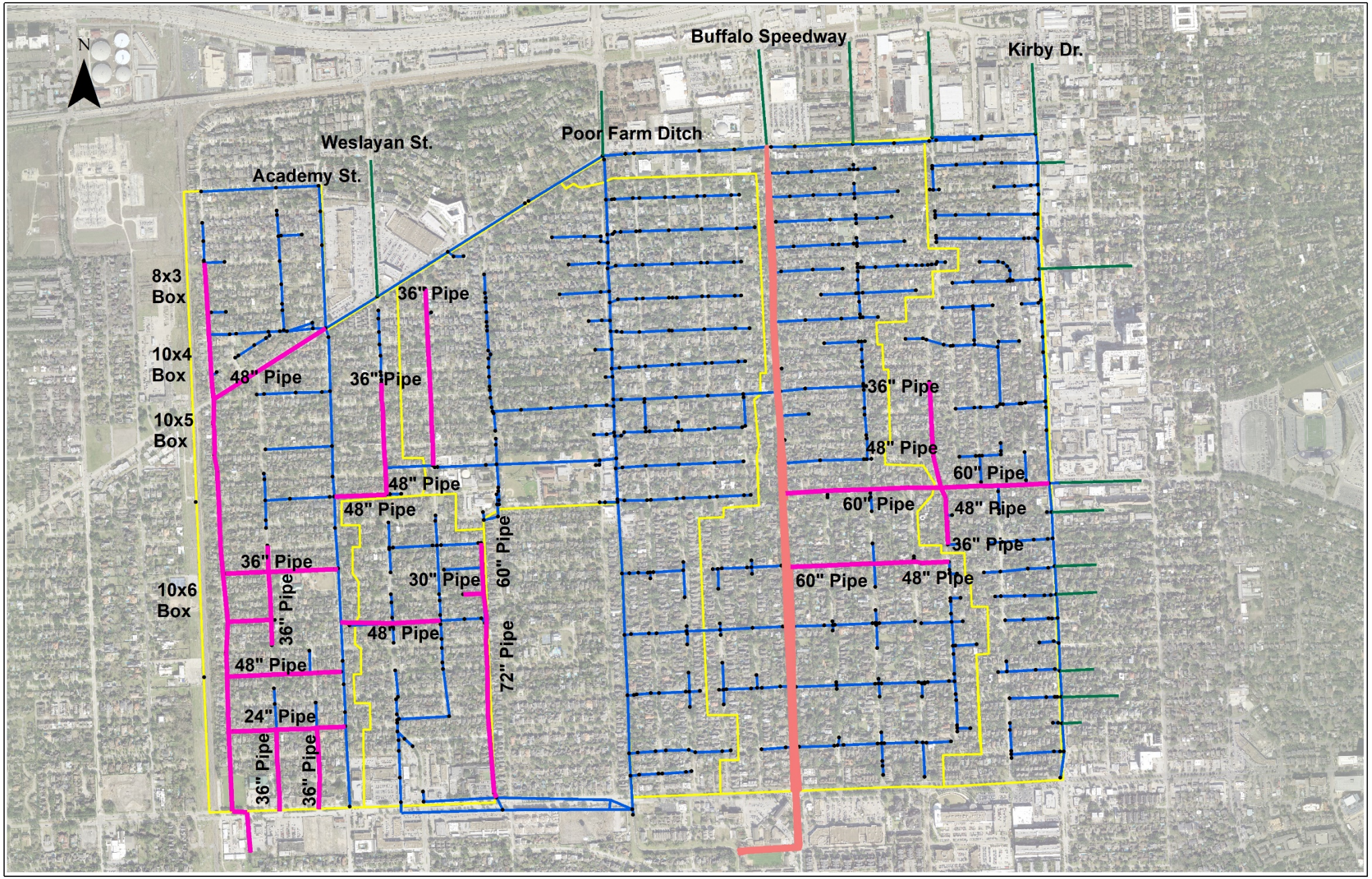
WSEL = Water Surface Elevation

Proposed Conditions

Flooding Conditions Comparison

Existing Vs Proposed

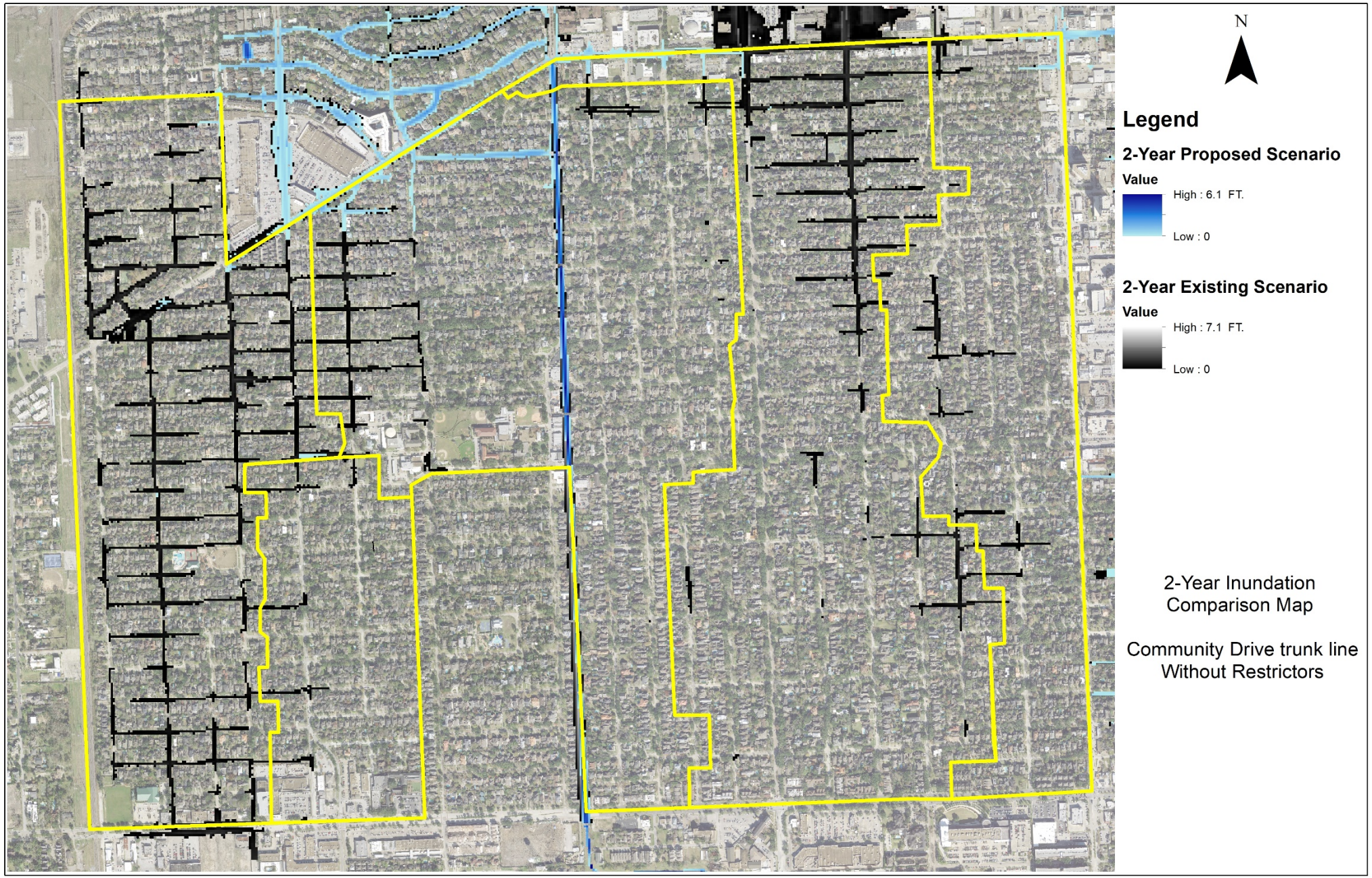
Without Restrictor



Estimate

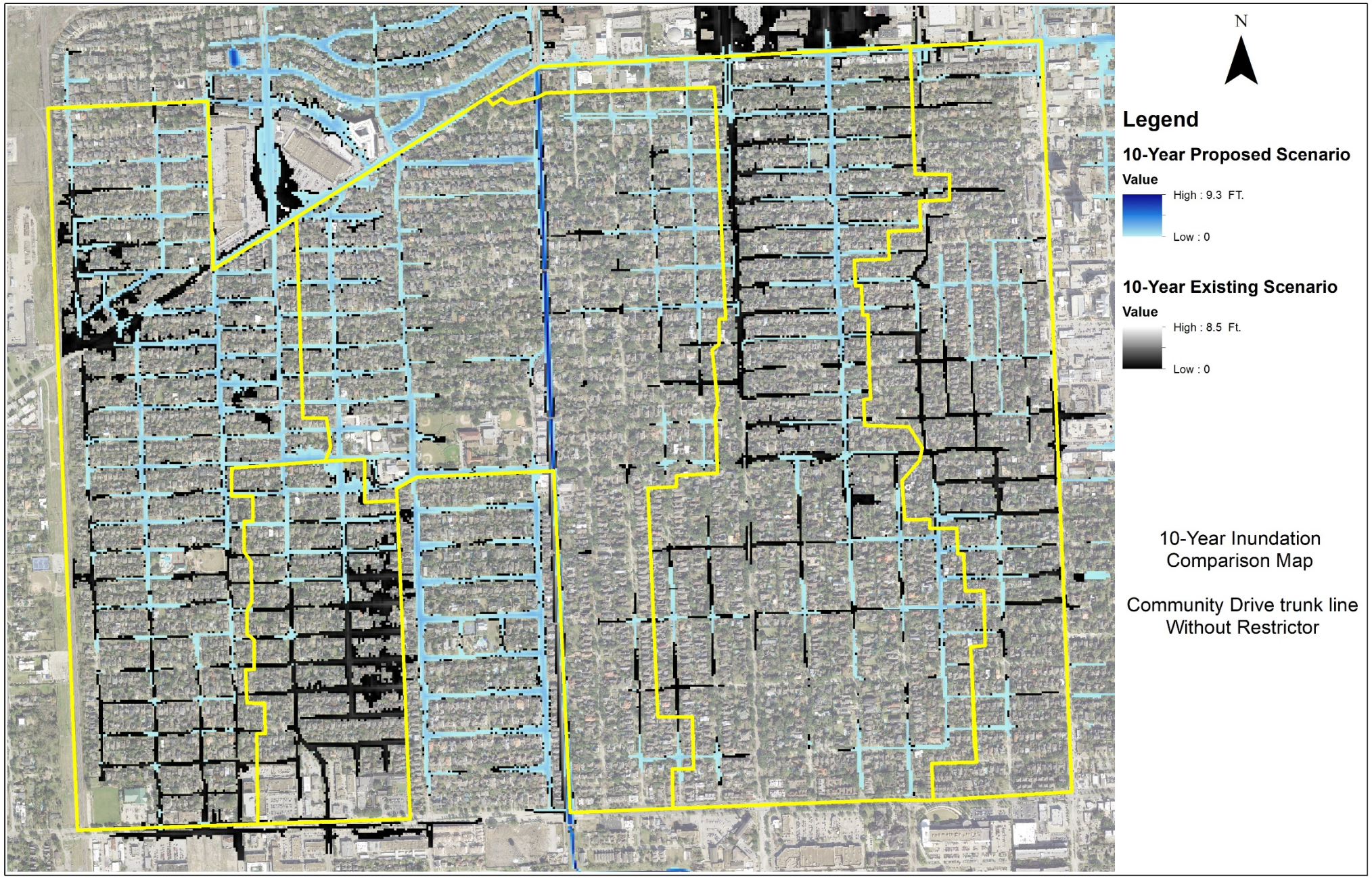
$60M

Along Community Drive and shared line at city limit



Note

Appearance of Black hatch in the proposed conditions indicates the improvement to the flooding conditions



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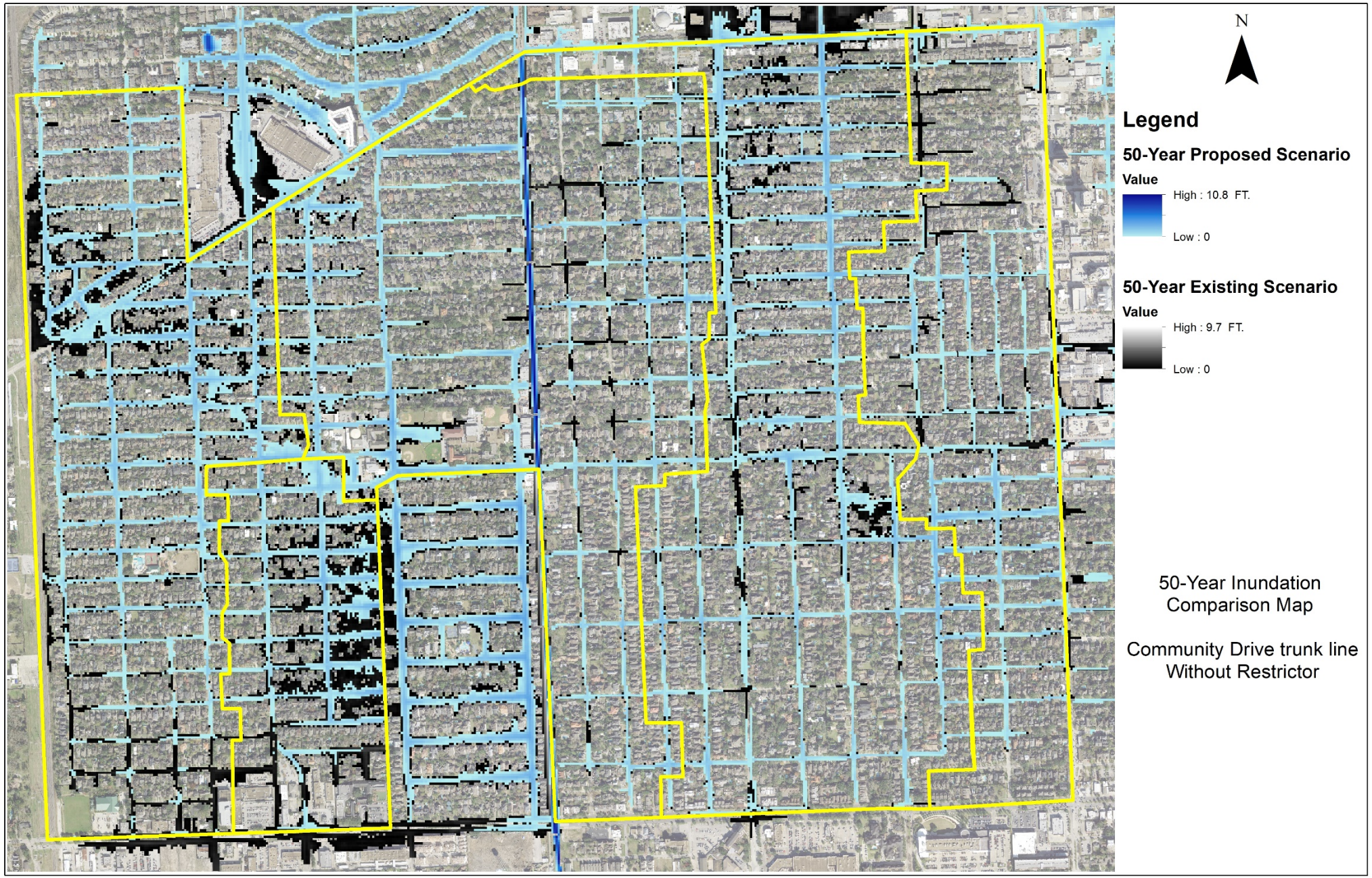

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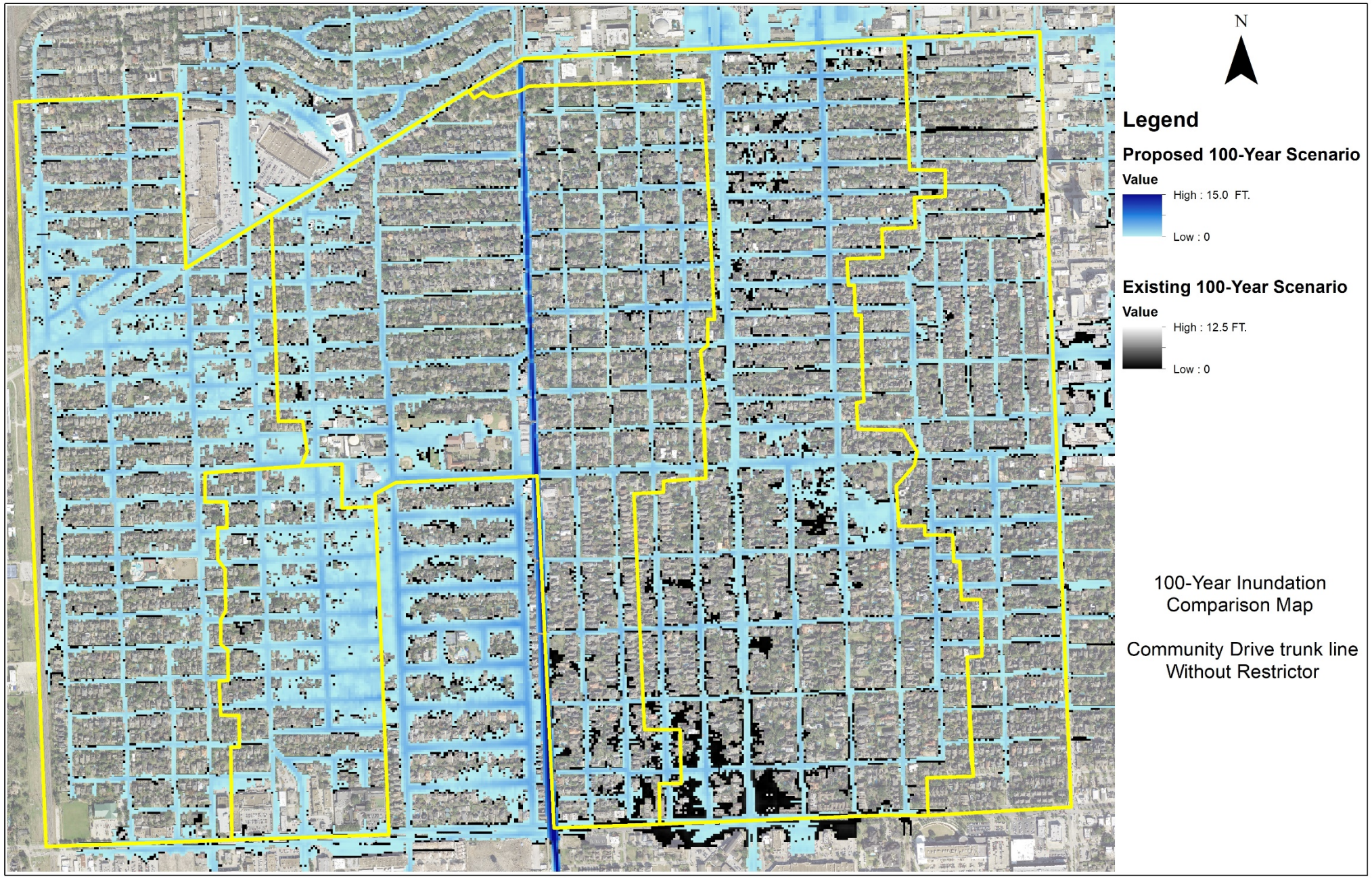

Note

Appearance of Black hatch in the proposed conditions indicates the improvement to the flooding conditions

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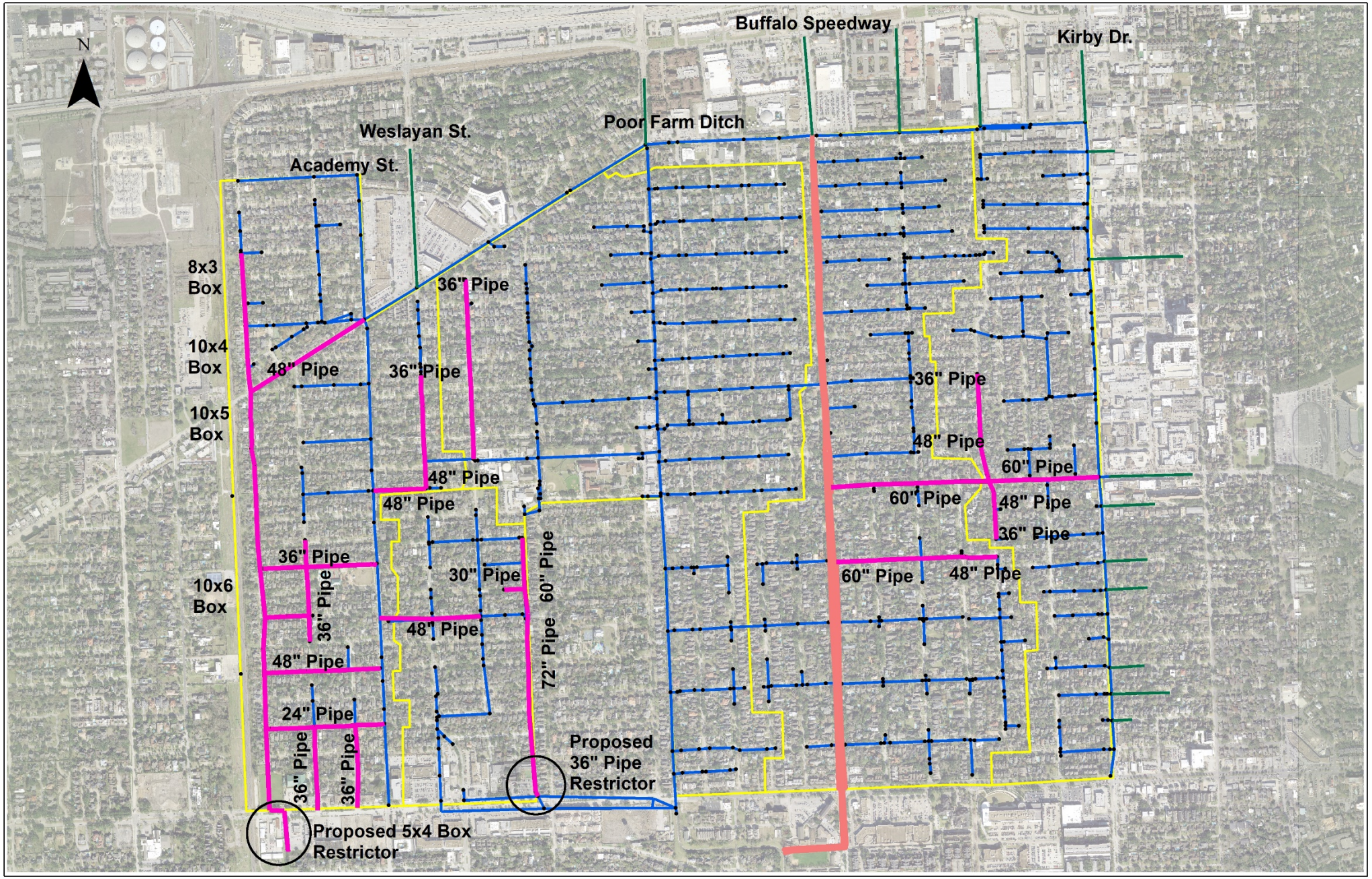
Proposed Conditions

Flooding Conditions Comparison

Existing Vs Proposed

With Restrictor



Estimate

$60M

Along Community Drive and shared line at city limit

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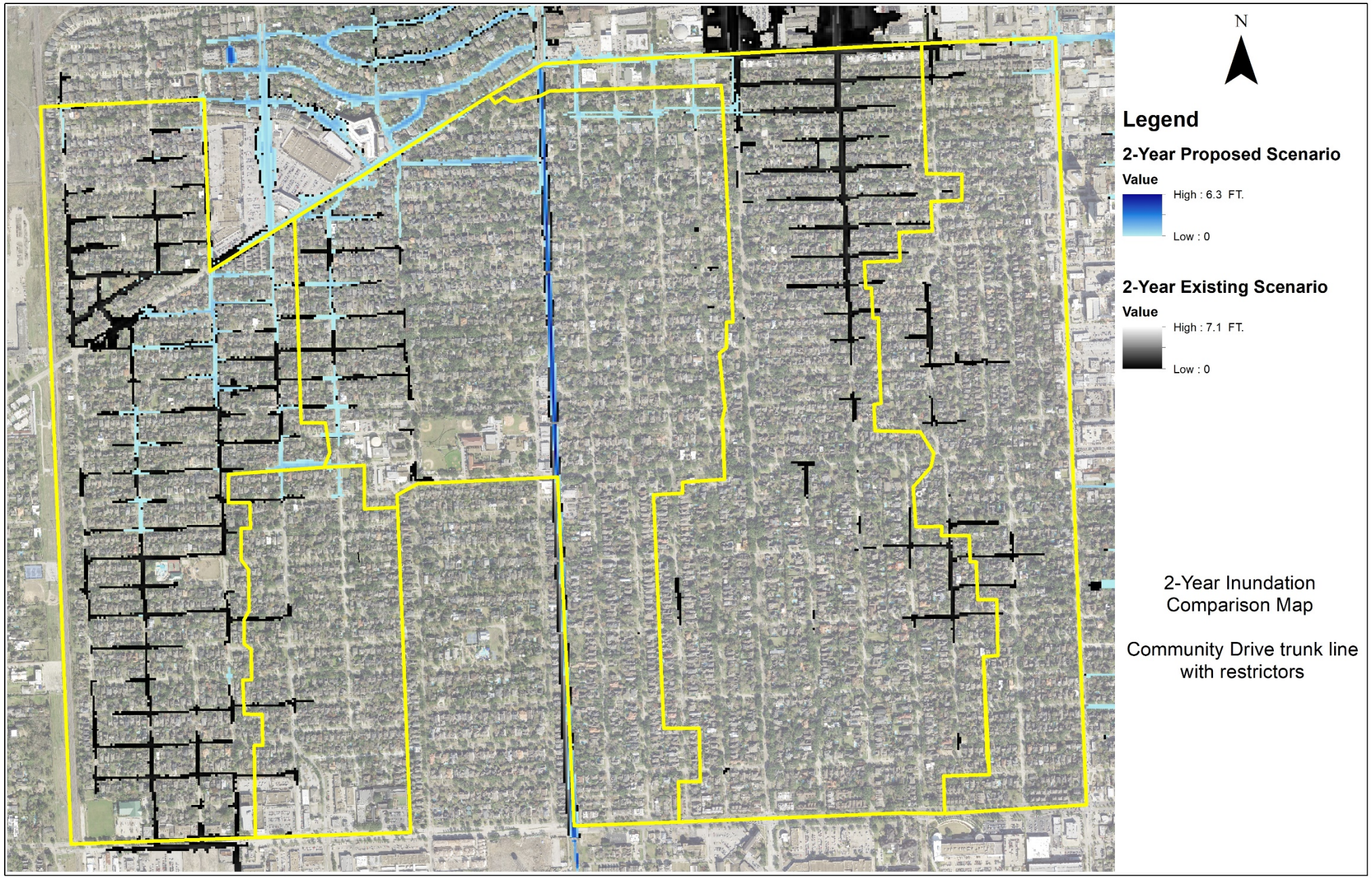

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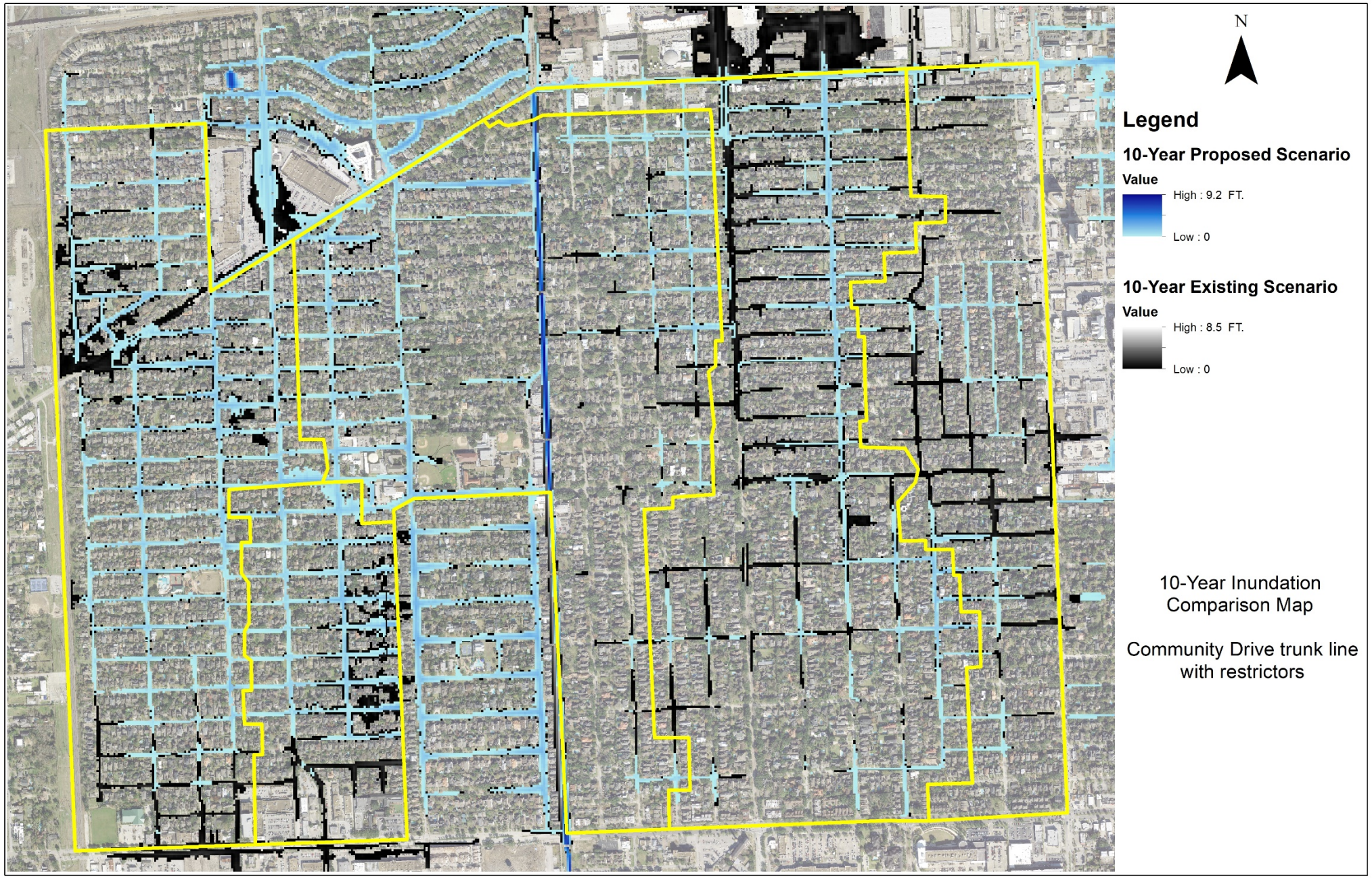

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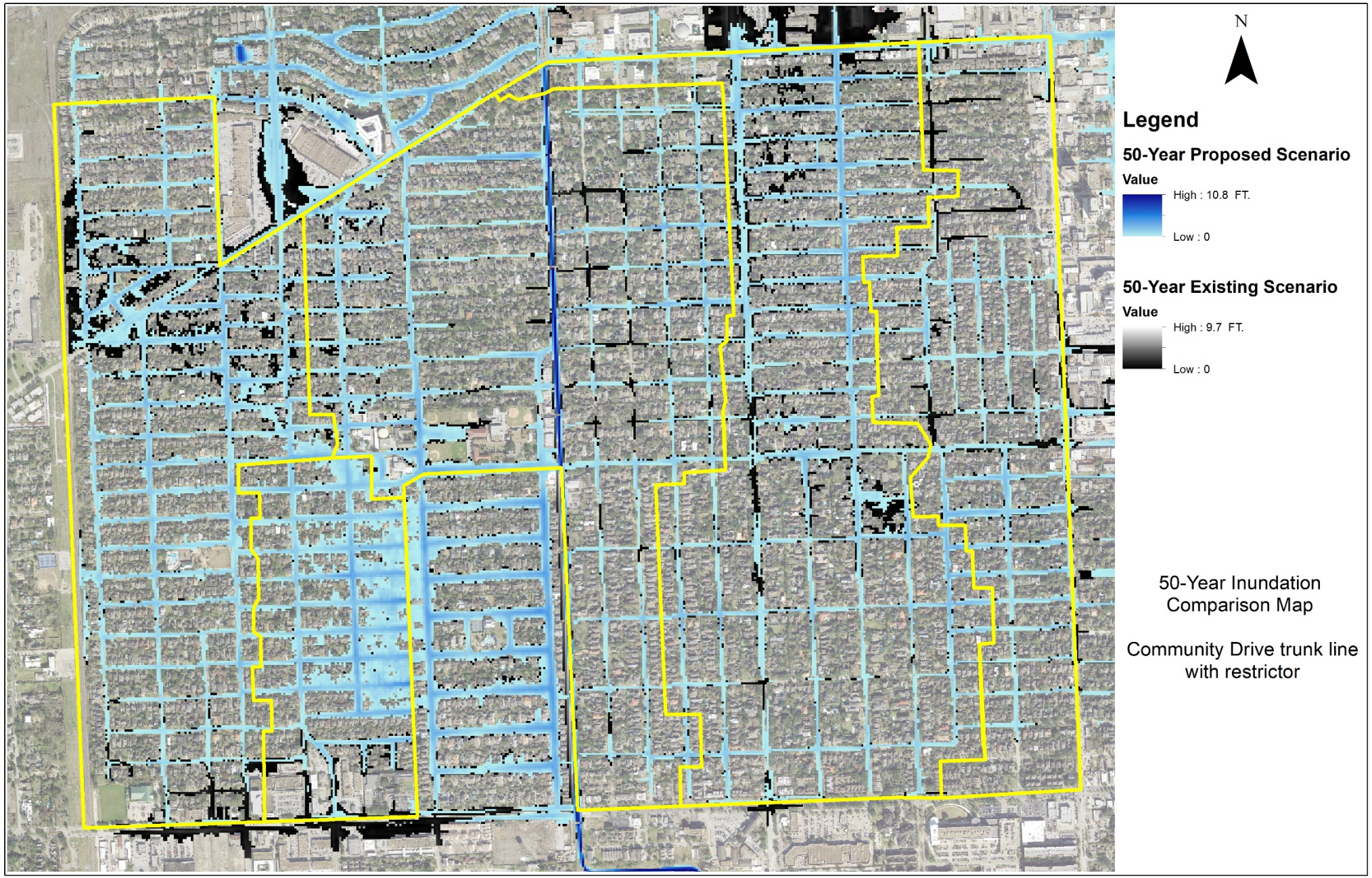

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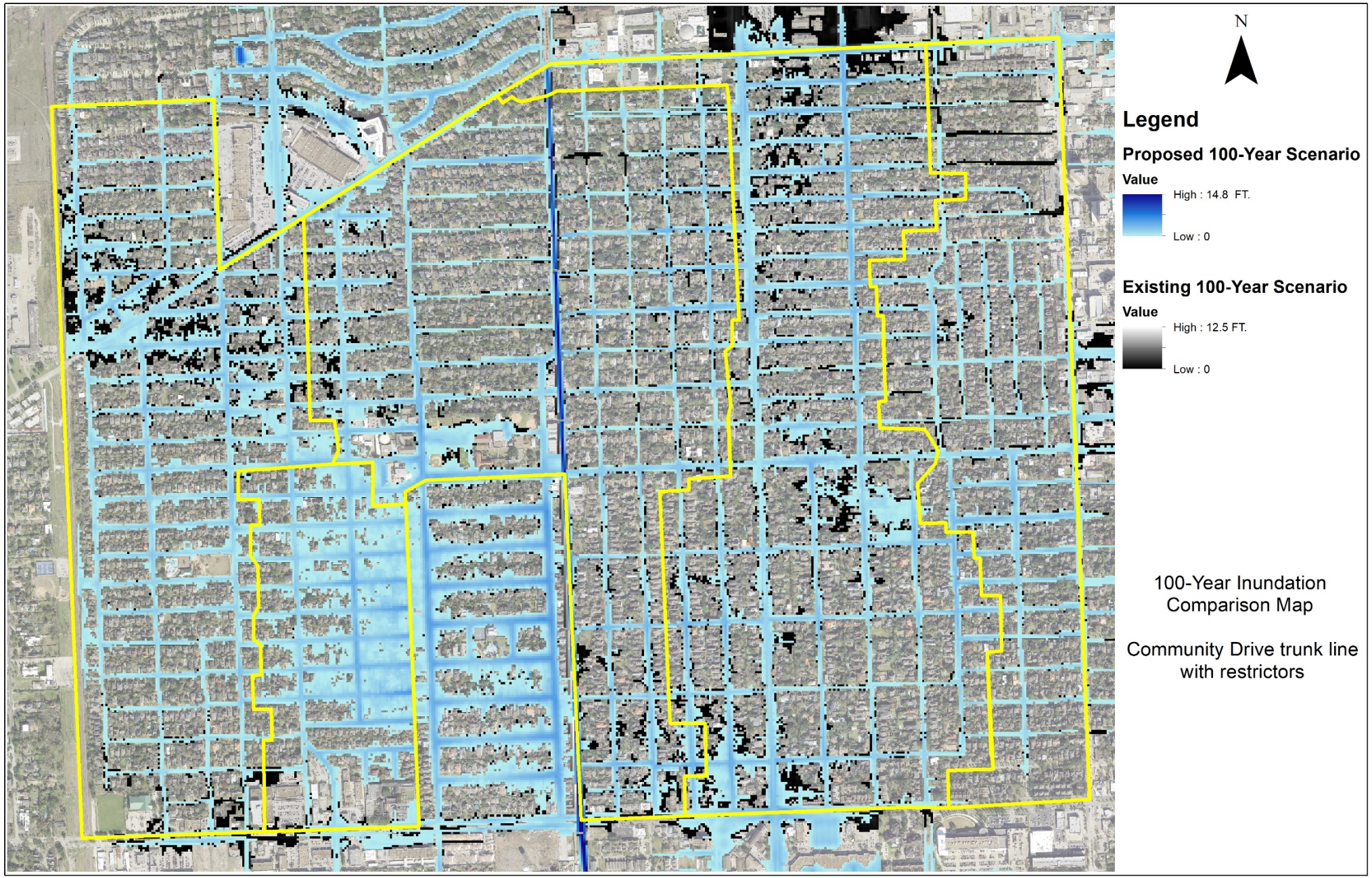

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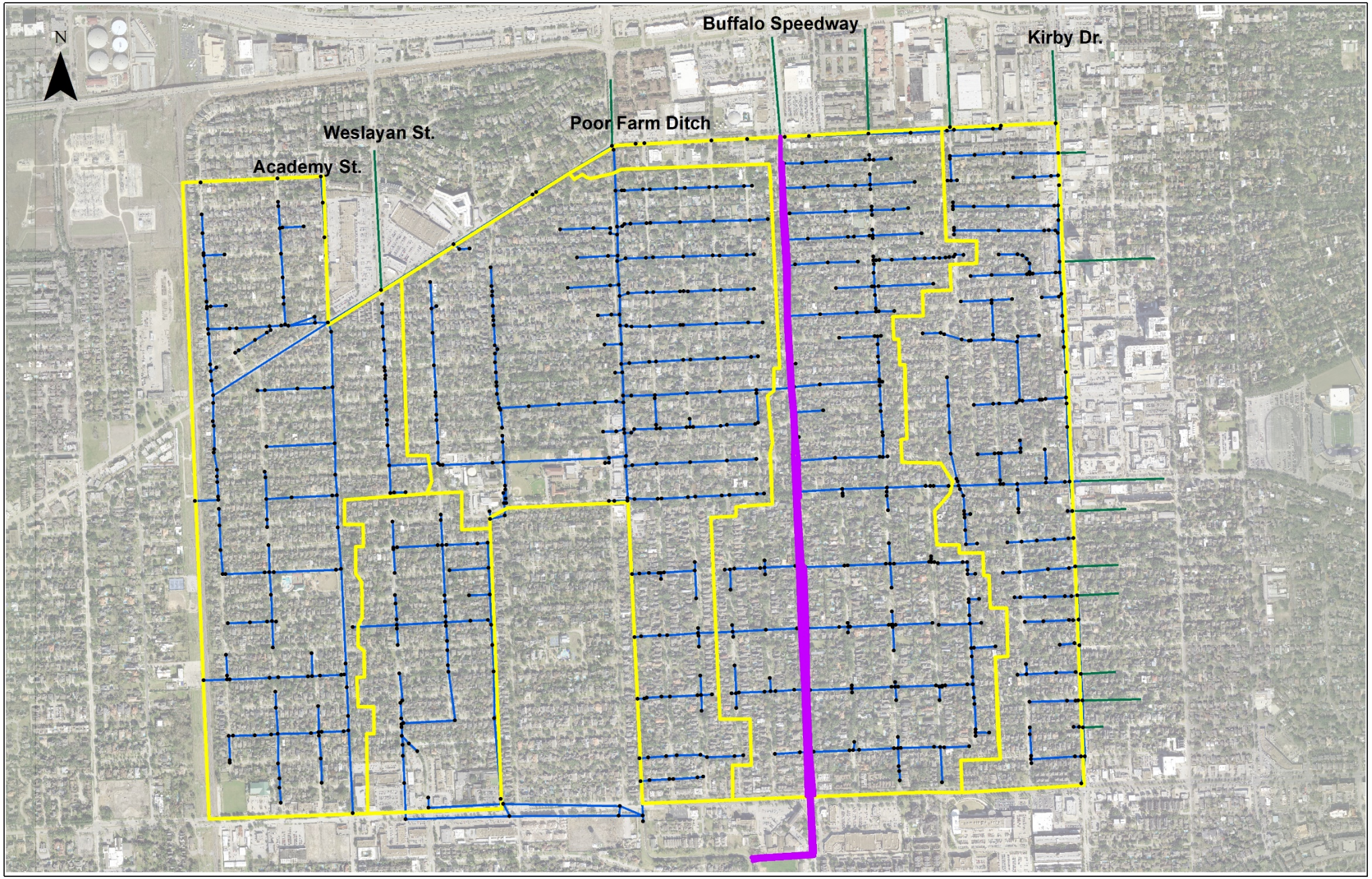
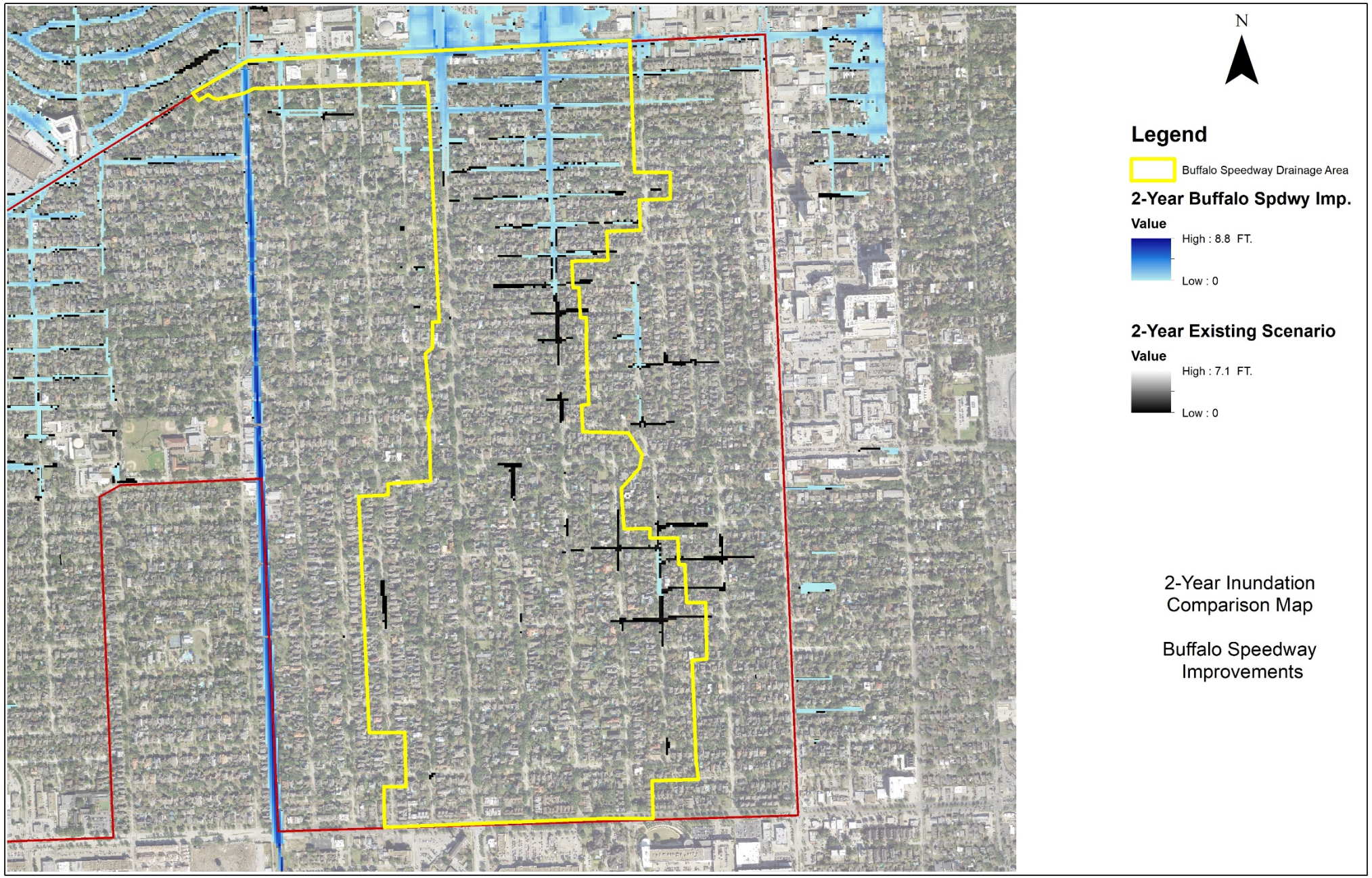
Buffalo Speedway Improvement



Buffalo Speedway Improvements



2-Year Inundation Comparison Map

Buffalo Speedway Improvements

Note

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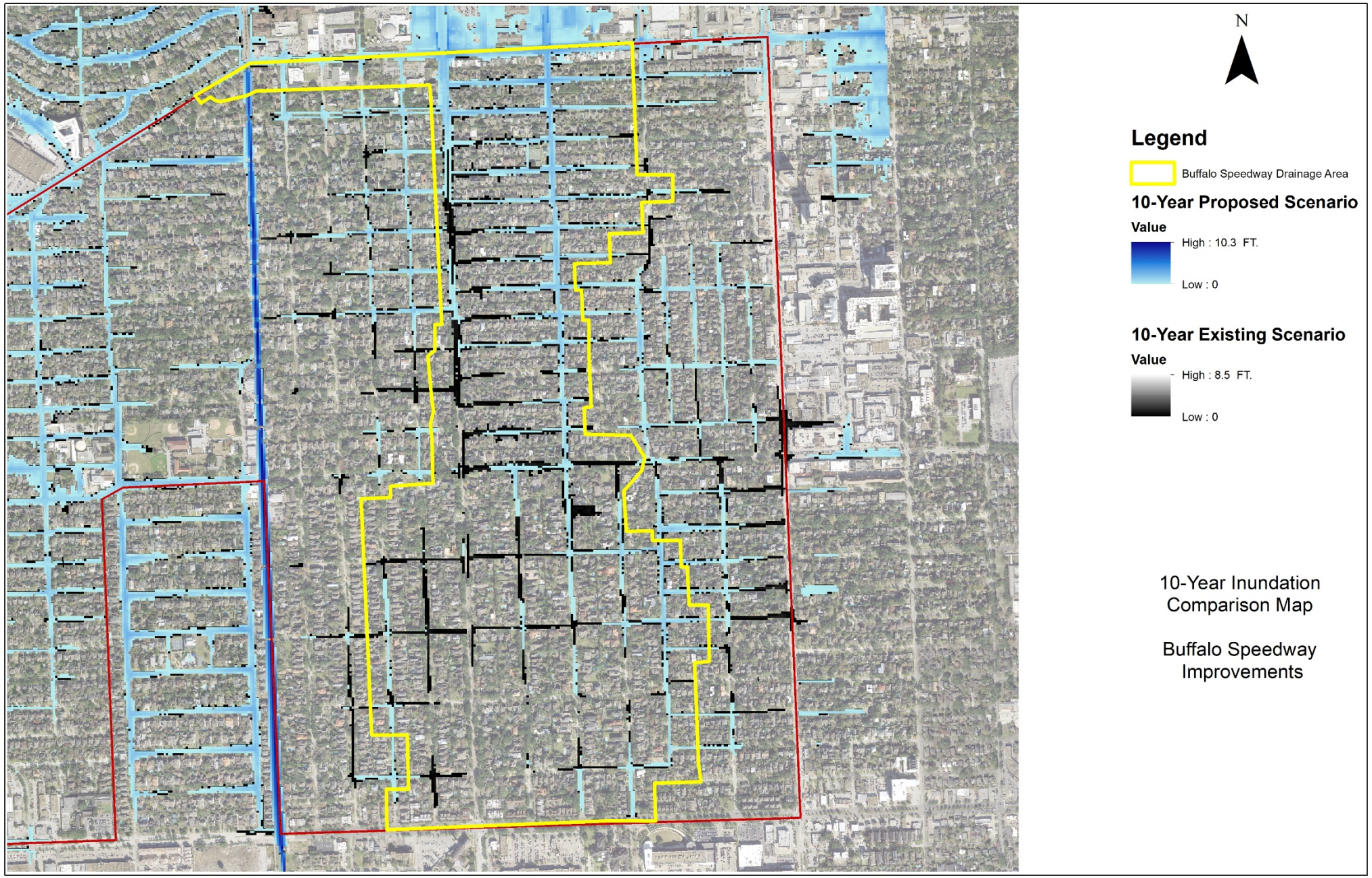

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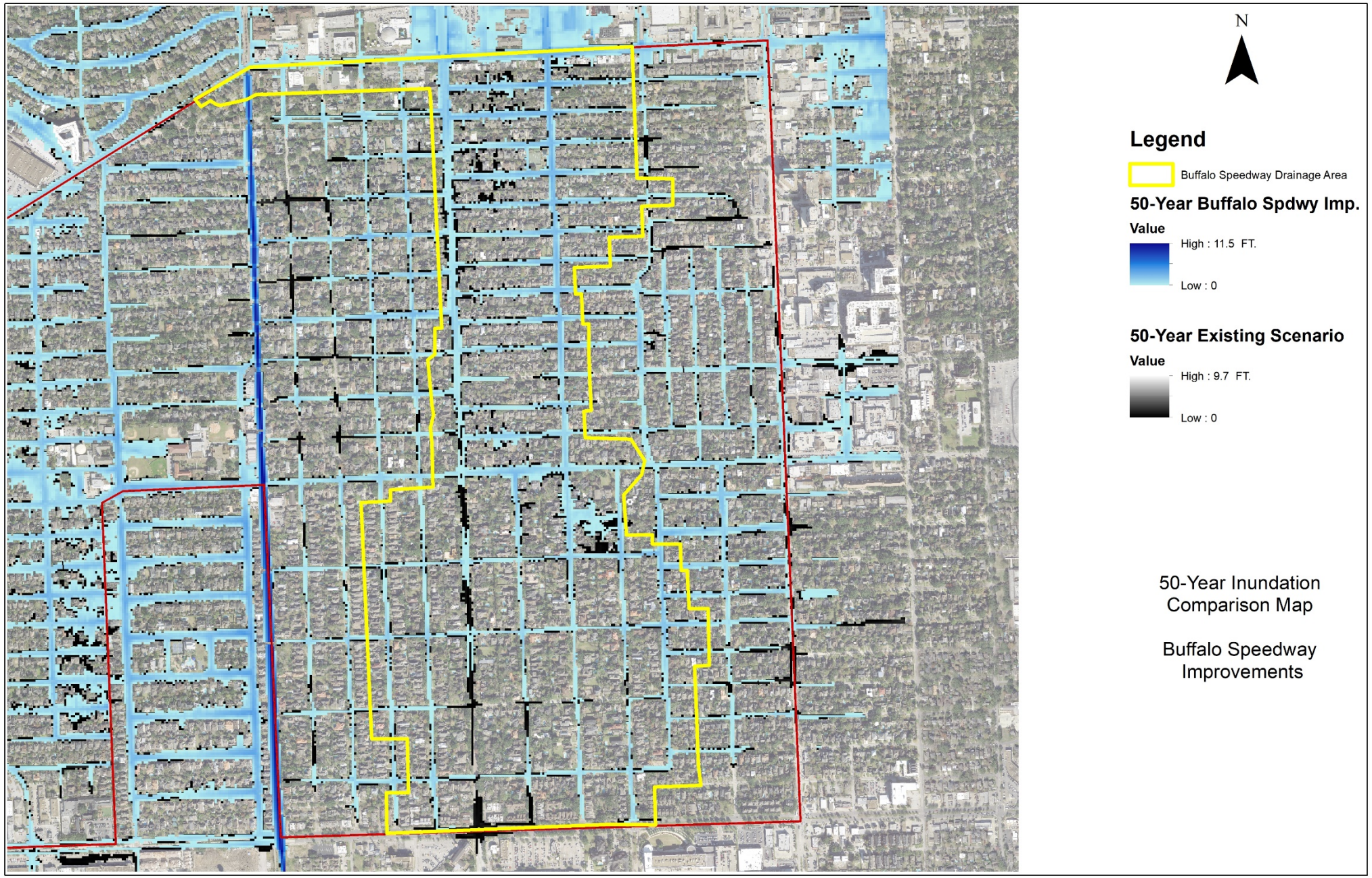

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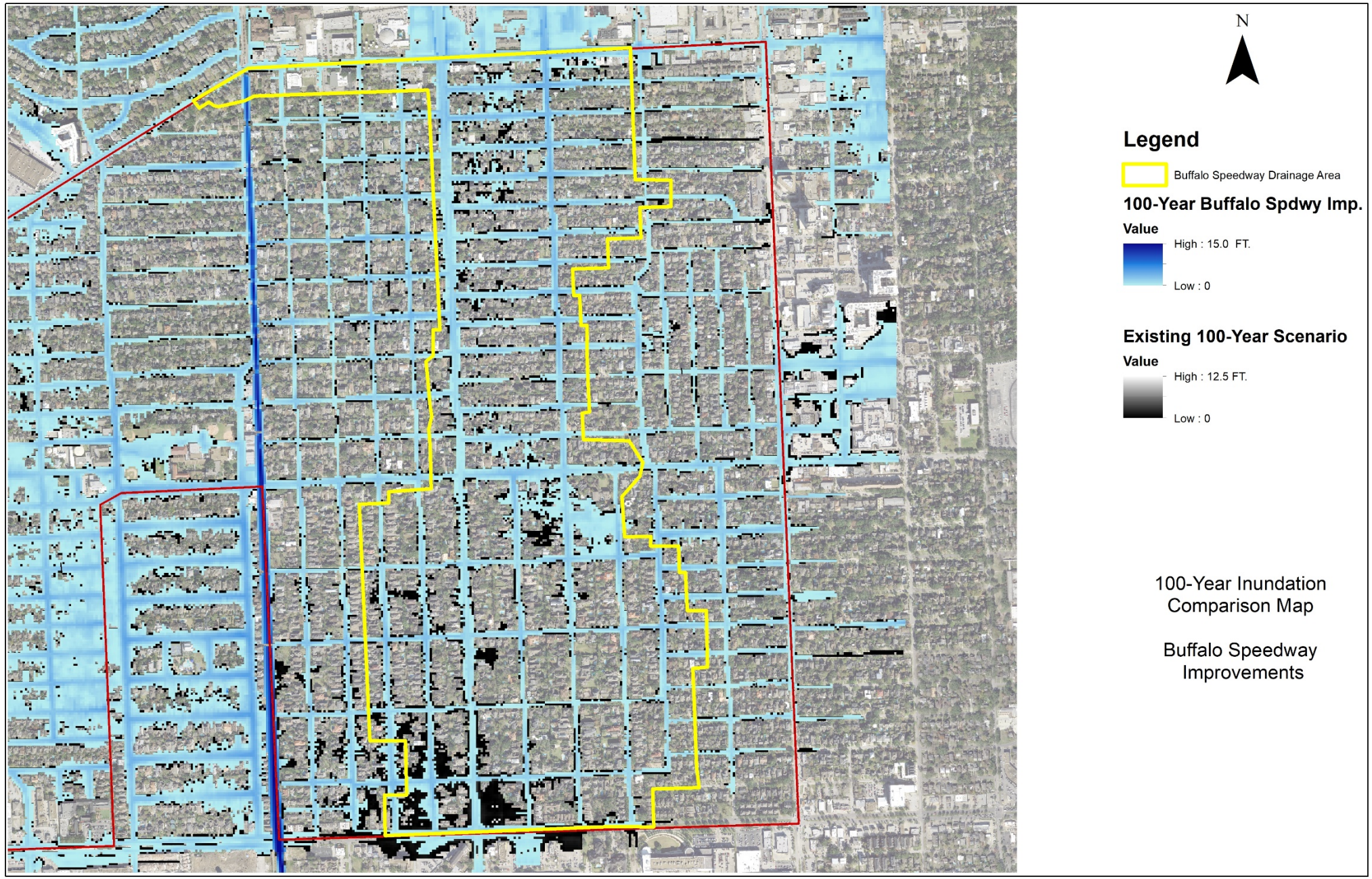
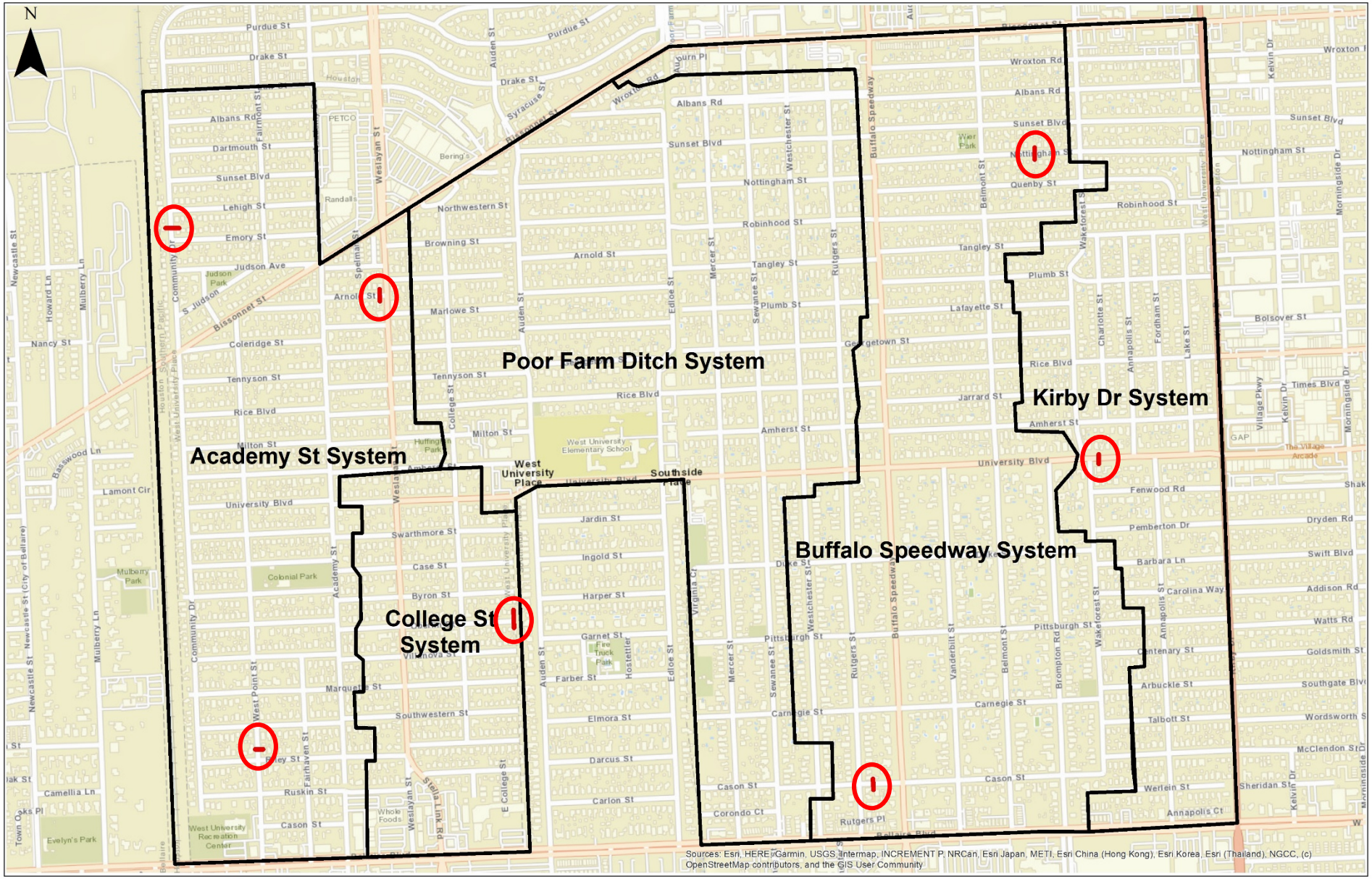


Note

Appearance of Black hatch in the proposed conditions indicates the improvement to the flooding conditions

Water Surface Comparison at Selected Locations



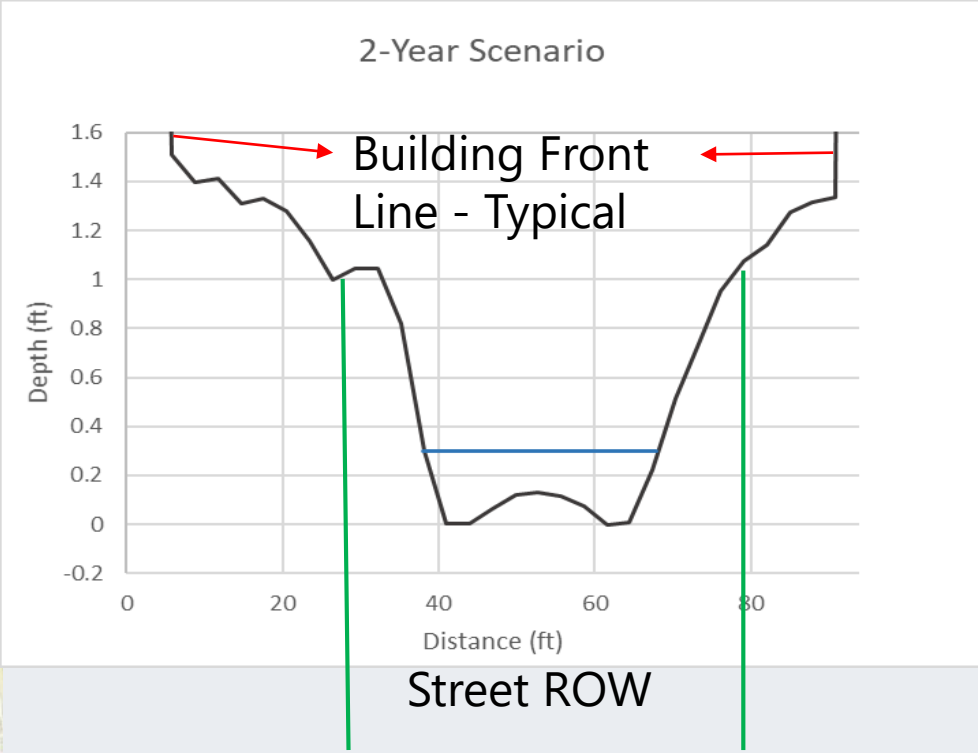
Locations of Cross Sections

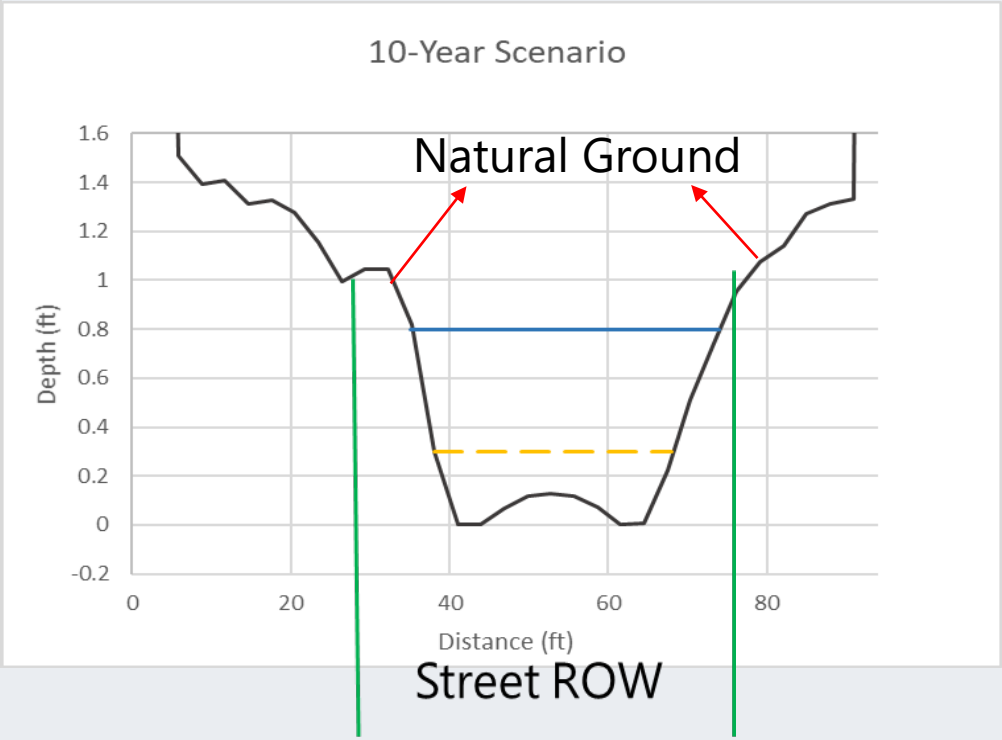
Typical WSEL Drop Vs Horizontal Shift

Average Shift = 6 ft. per 3 inches drop

WSEL = Water Surface Elevation

No WSEL line means the WSEL is below the street elevation





WSEL Existing

WSEL Proposed w/ Restrictor

WSEL Proposed w/o Restrictor

- **Cross Sections were taken building to building from 2018 LiDAR**
- **Vertical Line at the end indicate the face of the structure.**
- **ROW is approximate**

WSEL = Water Surface Elevation

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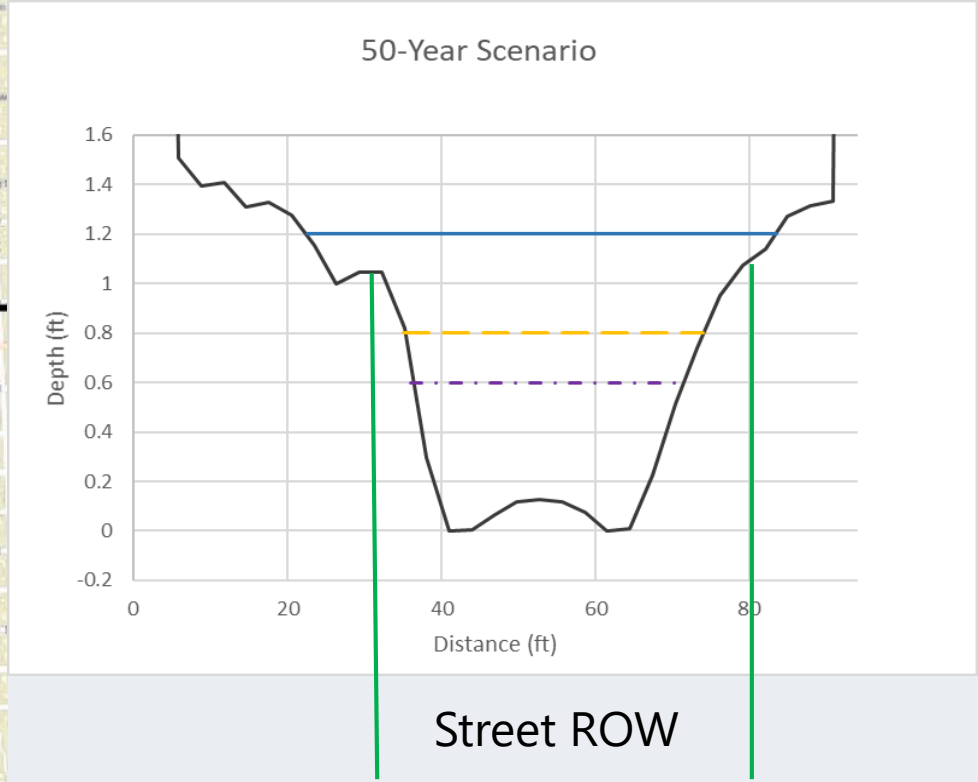

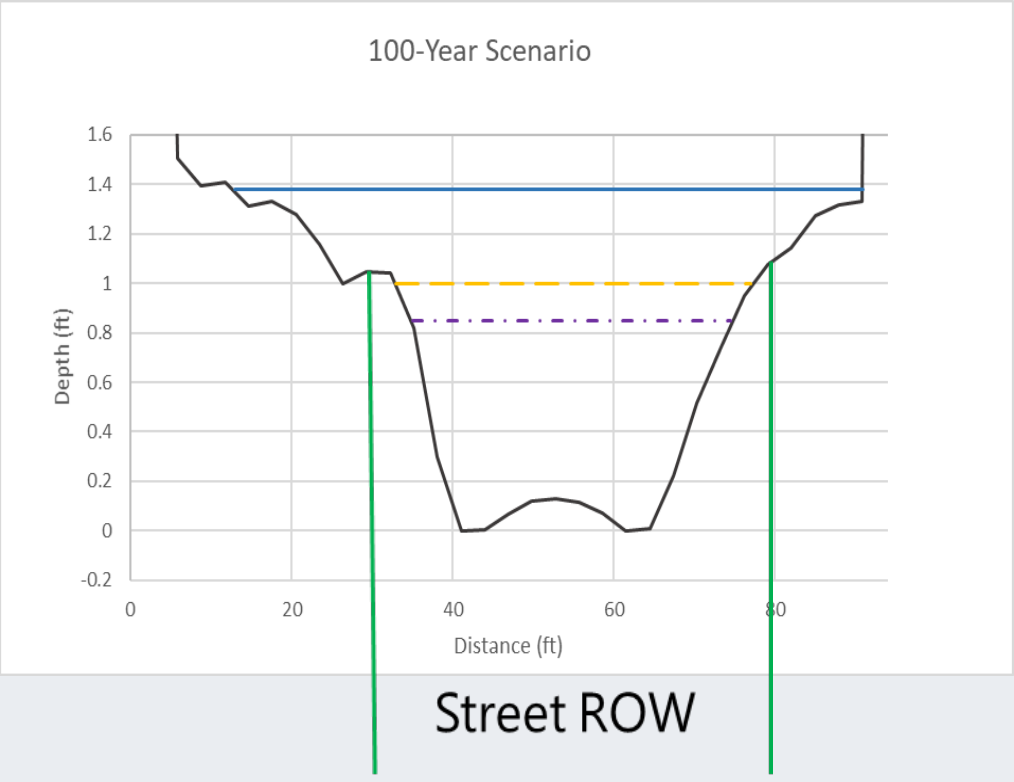

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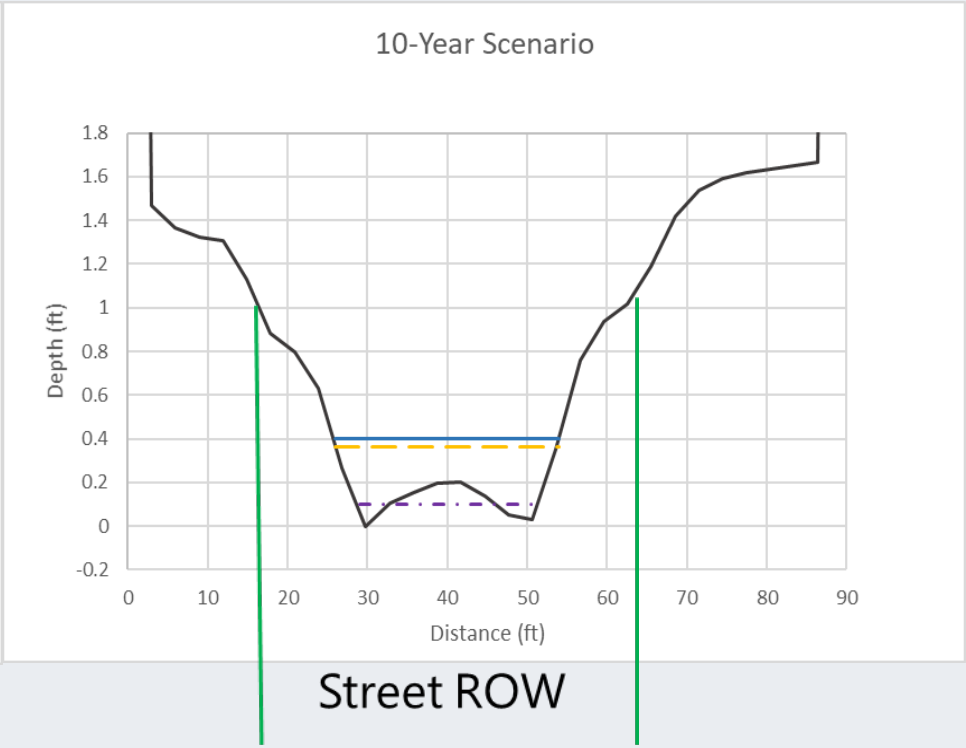

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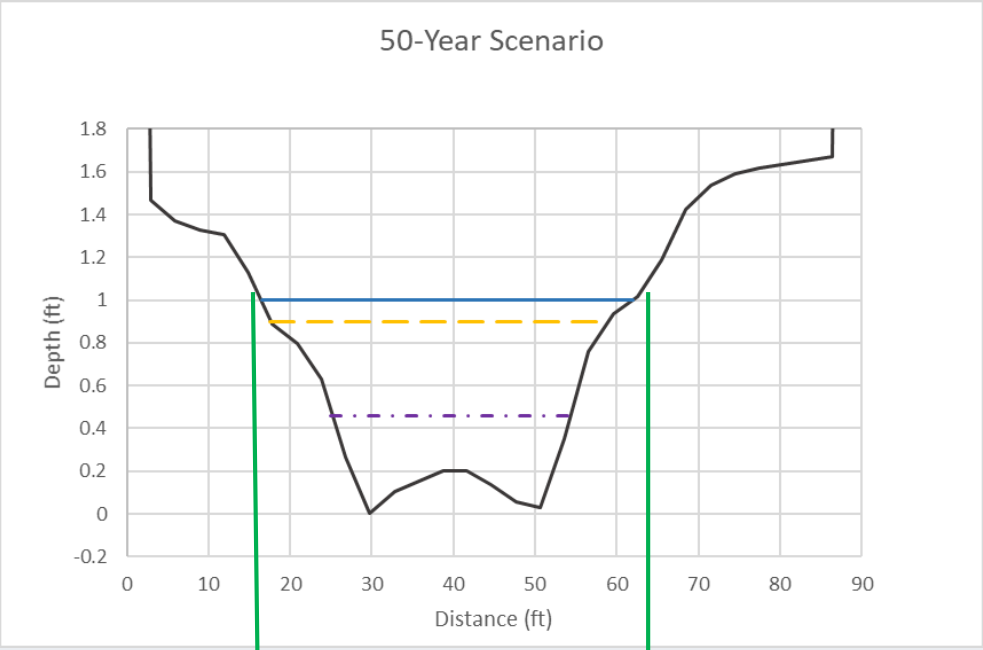

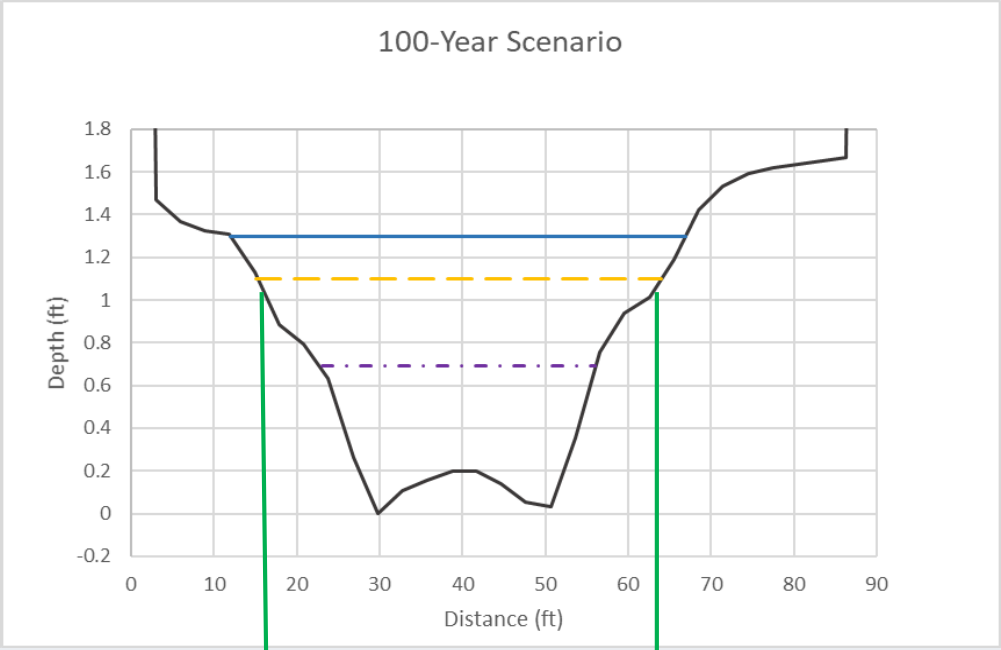

Street ROW

Street ROW

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WSEL Proposed w/o Restrictor

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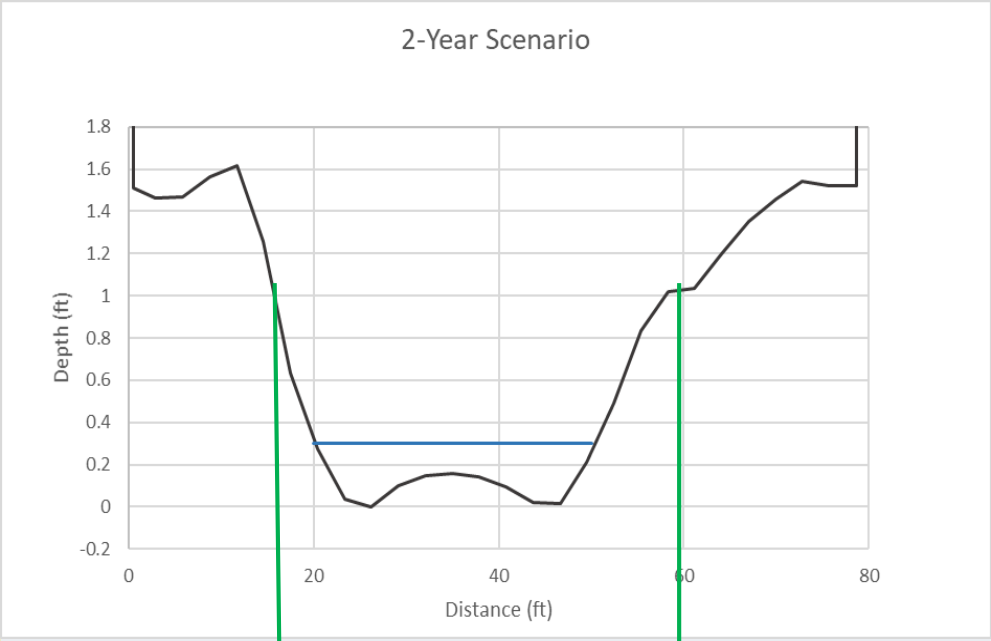
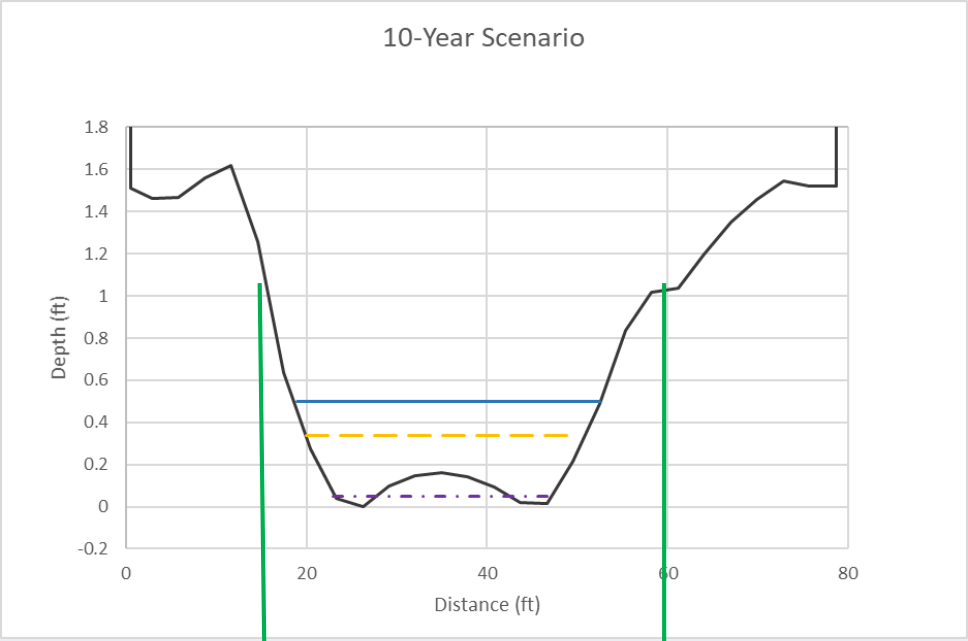


Street ROW



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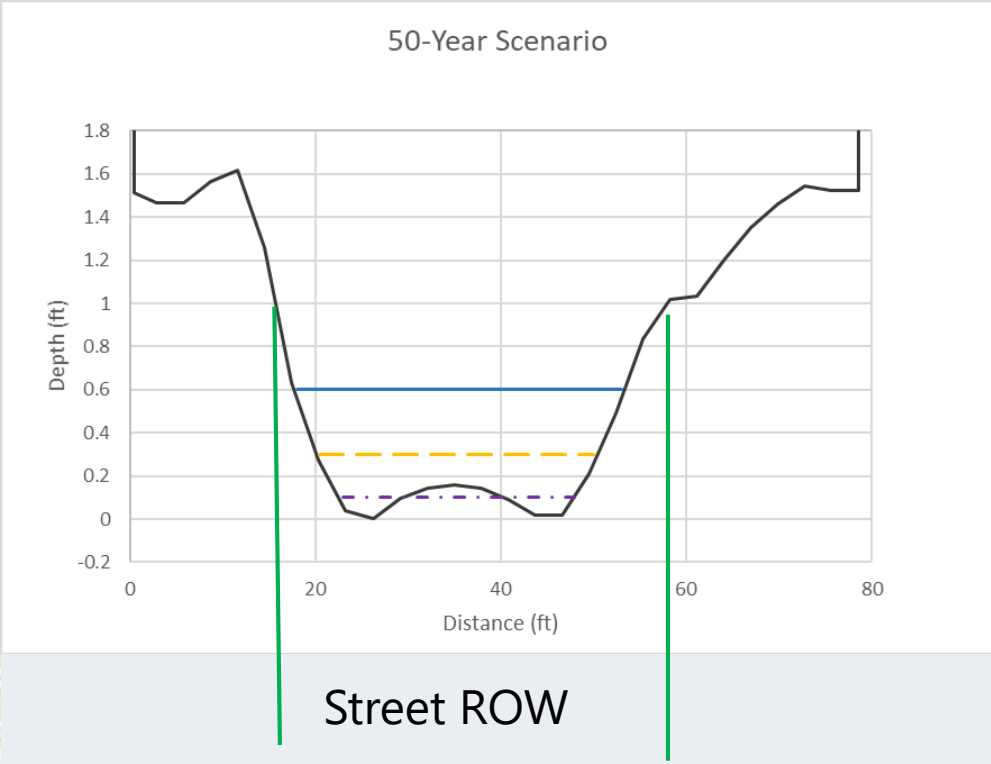

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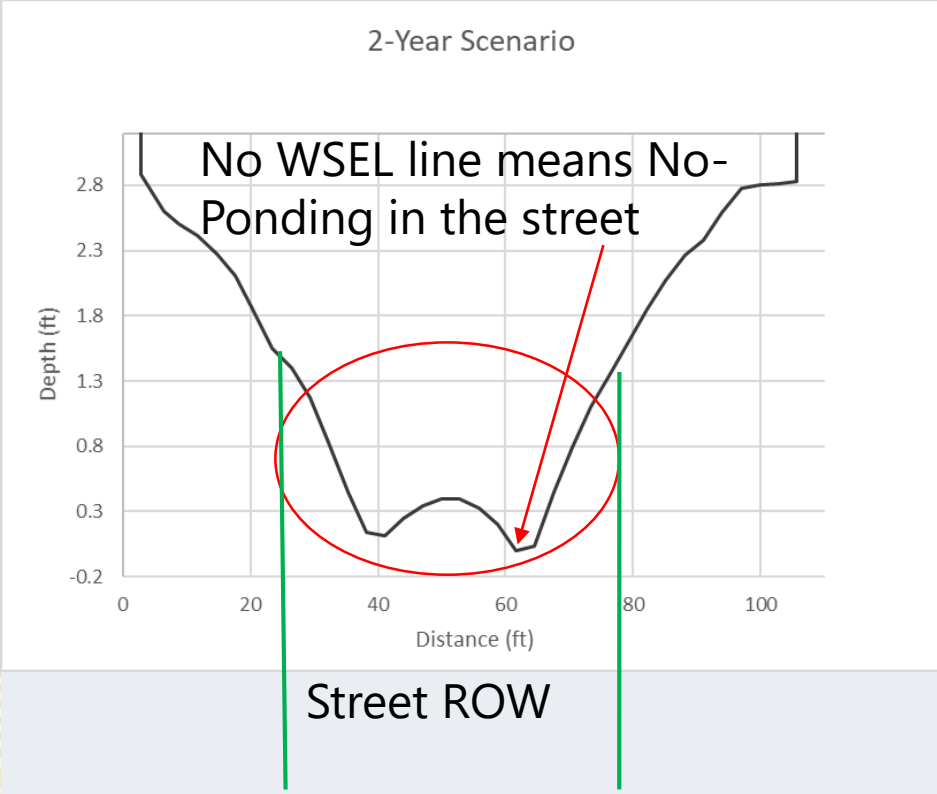

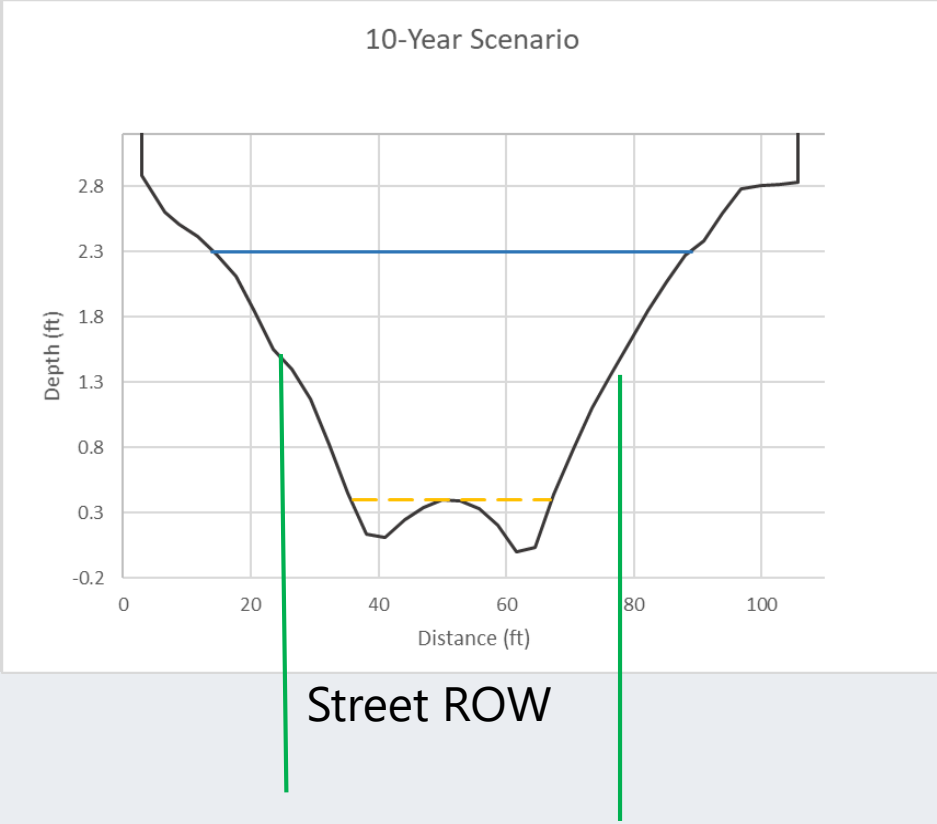

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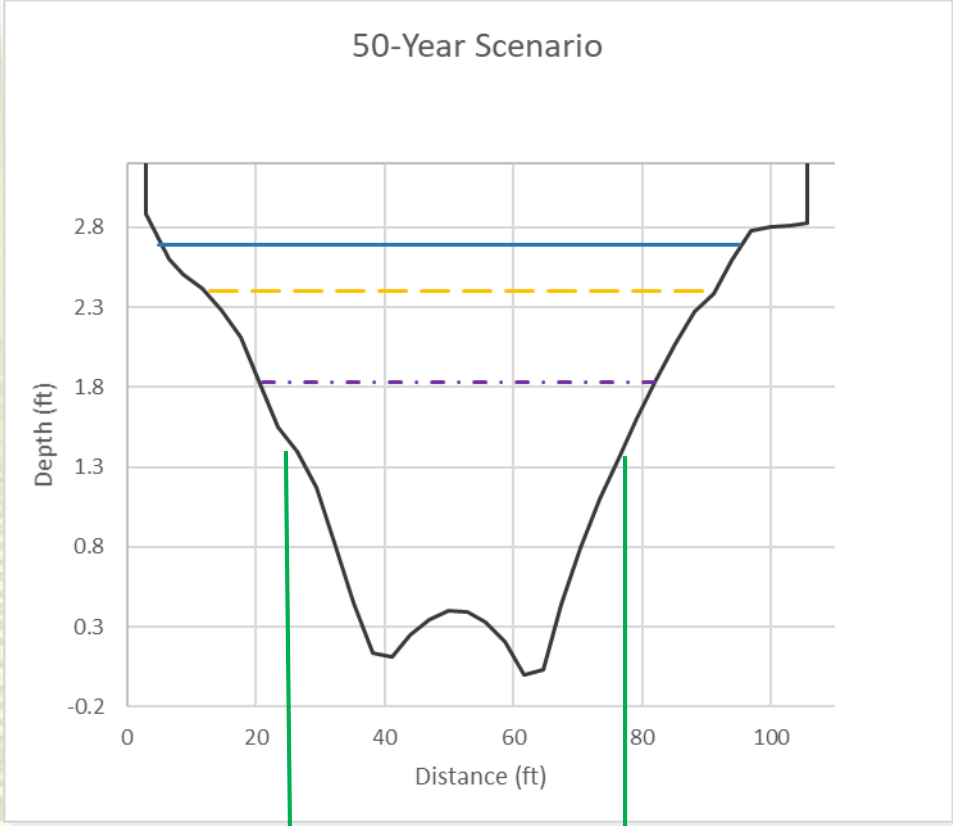

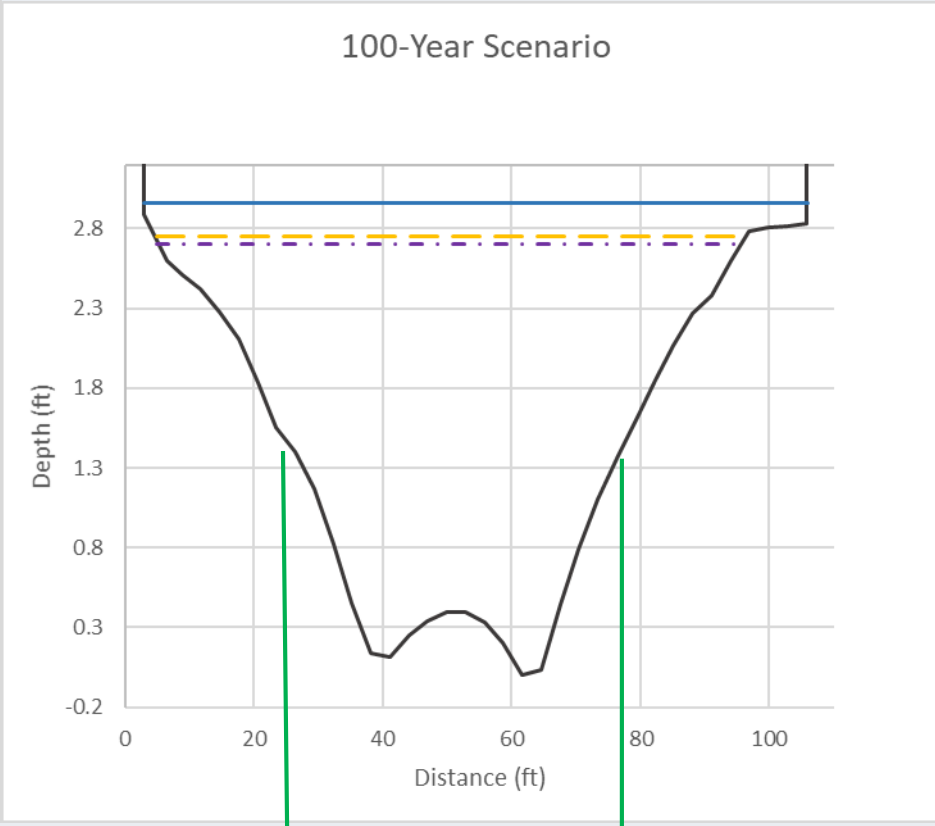

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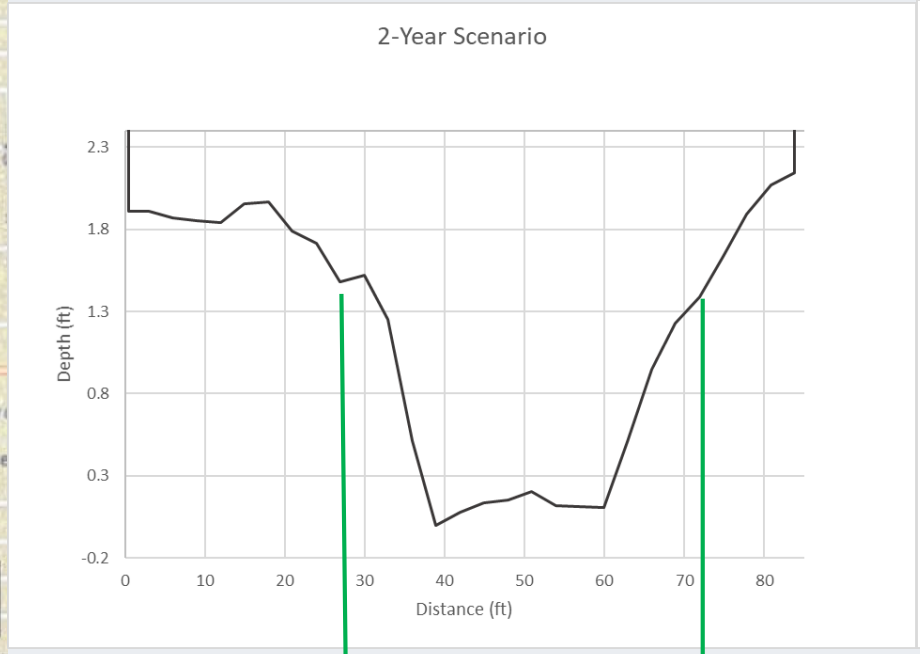
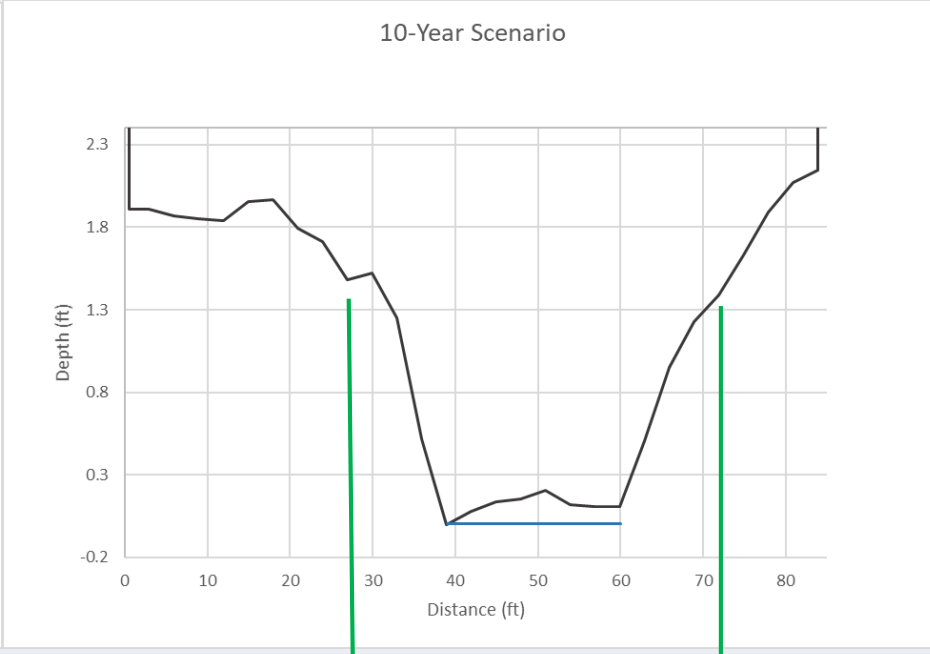


Street ROW



Street ROW

WSEL Existing

WSEL –Buffalo Speedway

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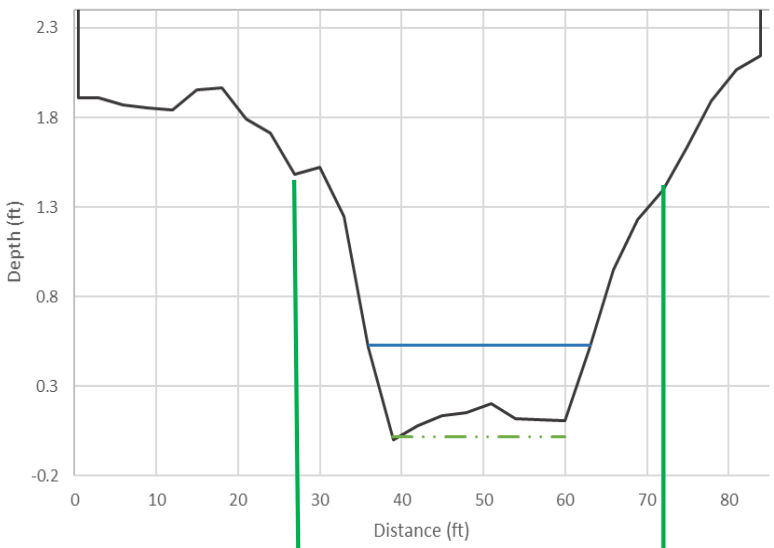
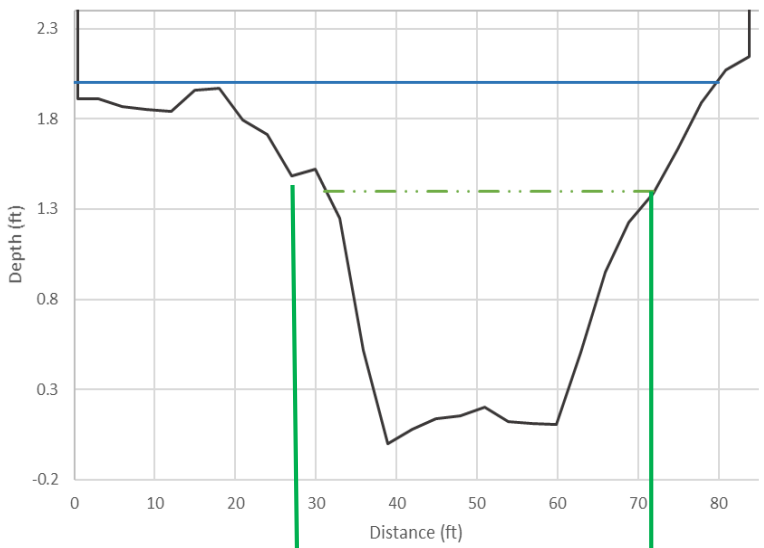


Street ROW



Street ROW

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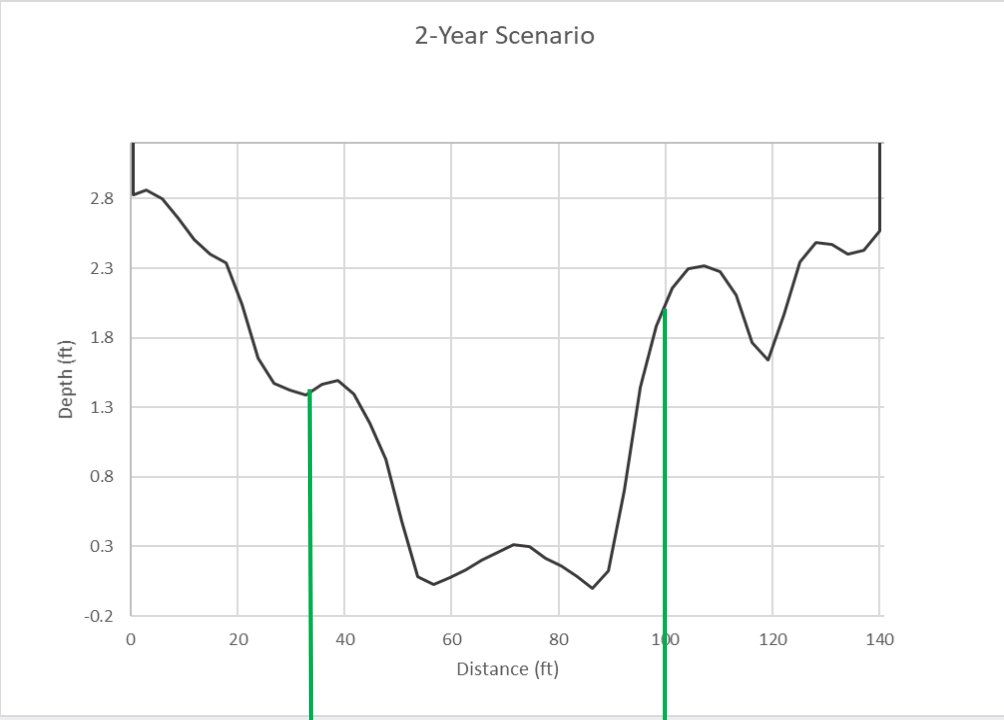

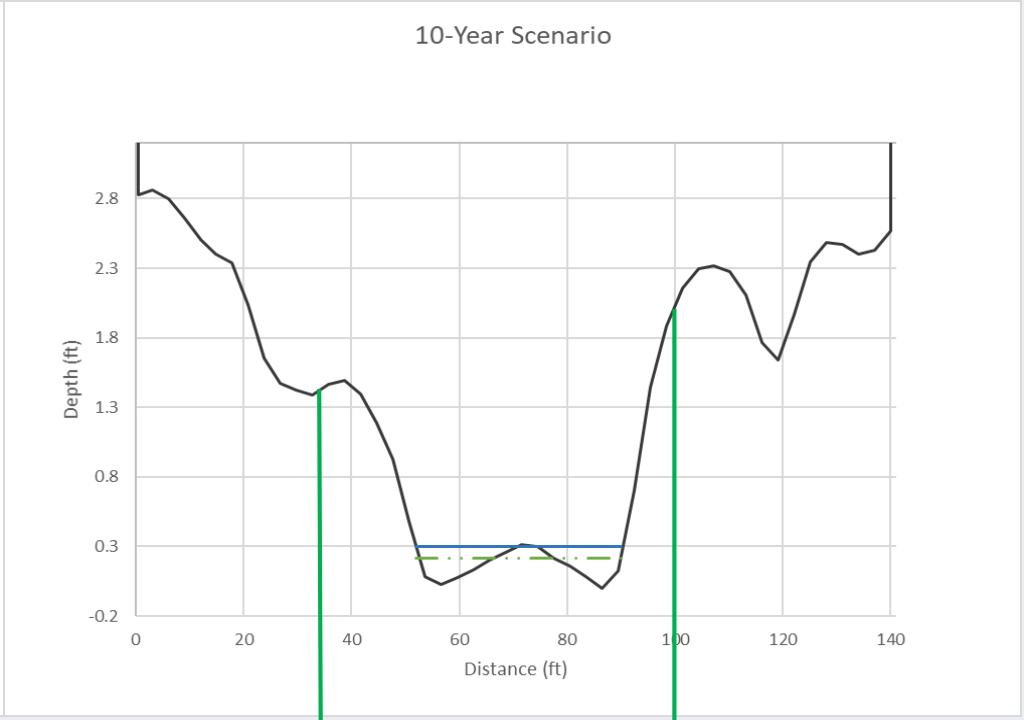

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Street ROW

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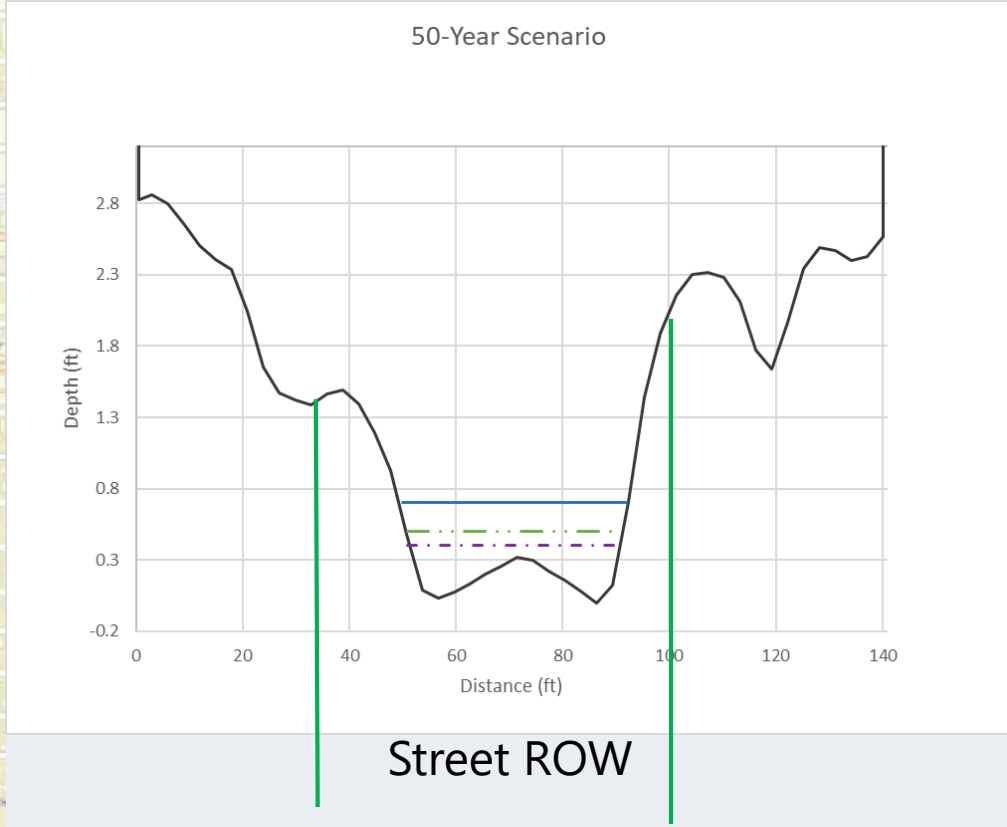

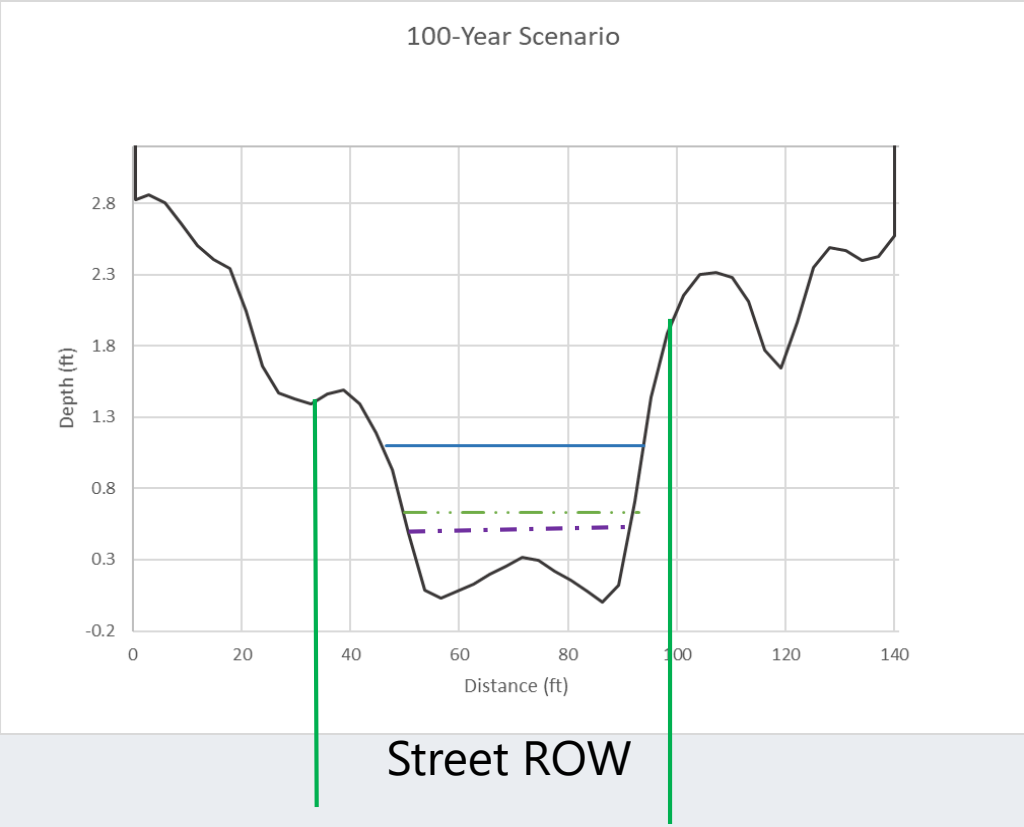

WSEL Existing

WSEL –Buffalo Speedway

WSEL – Proposed

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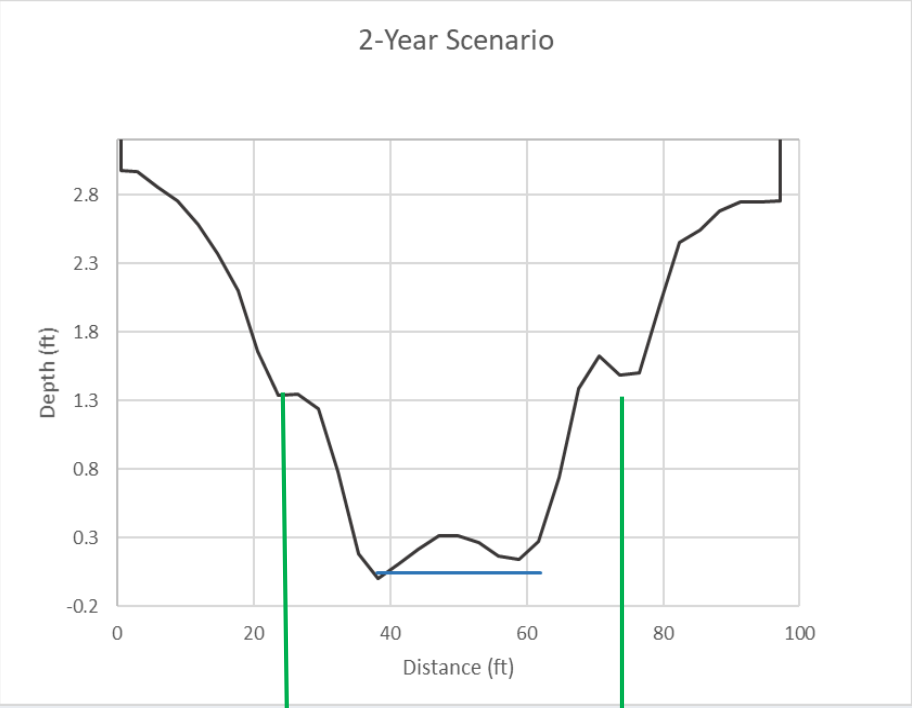

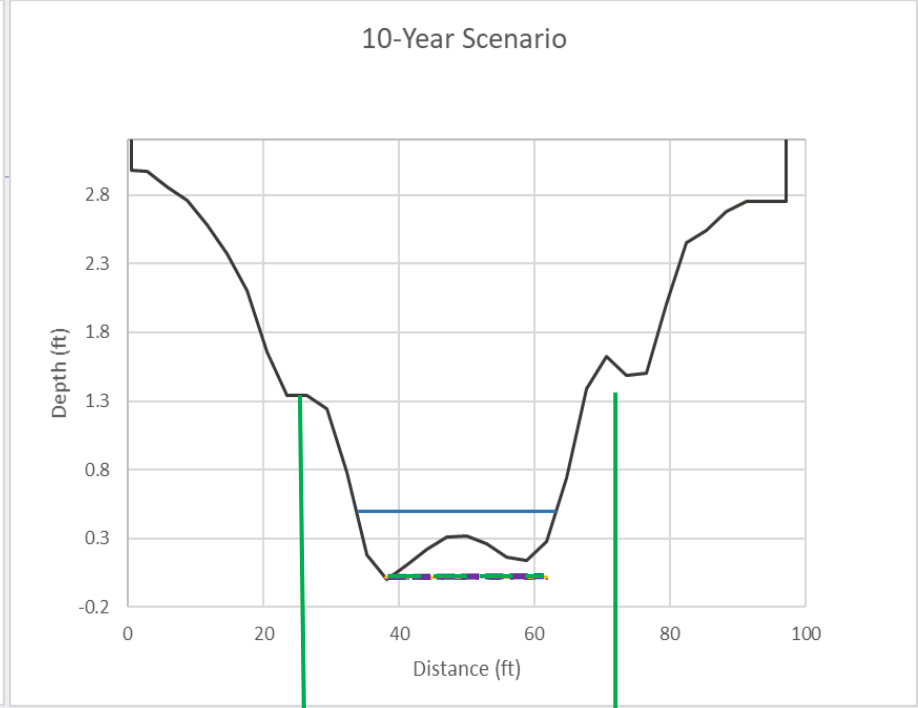

Street ROW

Street ROW

WSEL Existing

WSEL –Buffalo Speedway

WSEL – Proposed

HT&J, LLC

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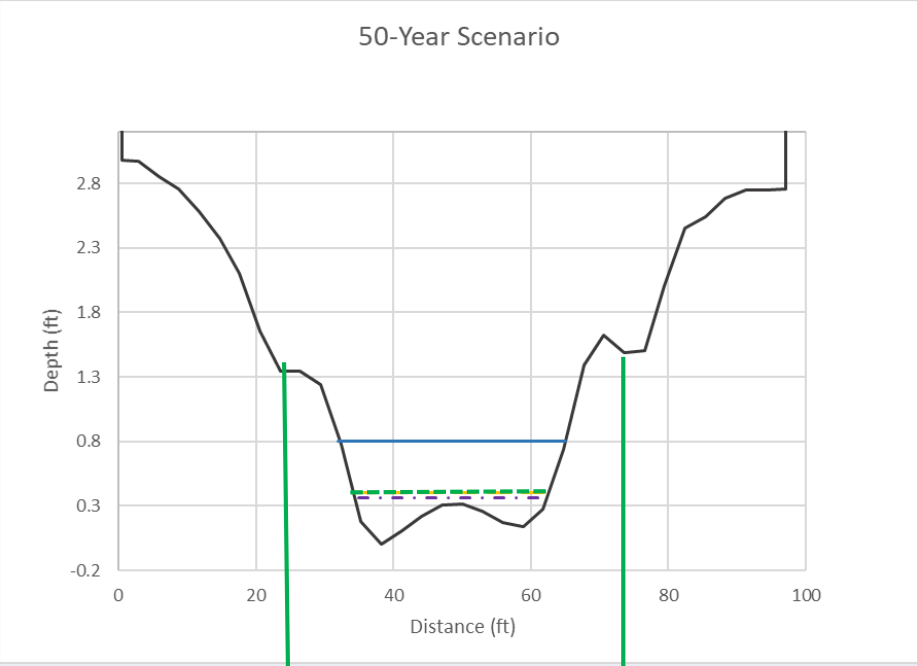
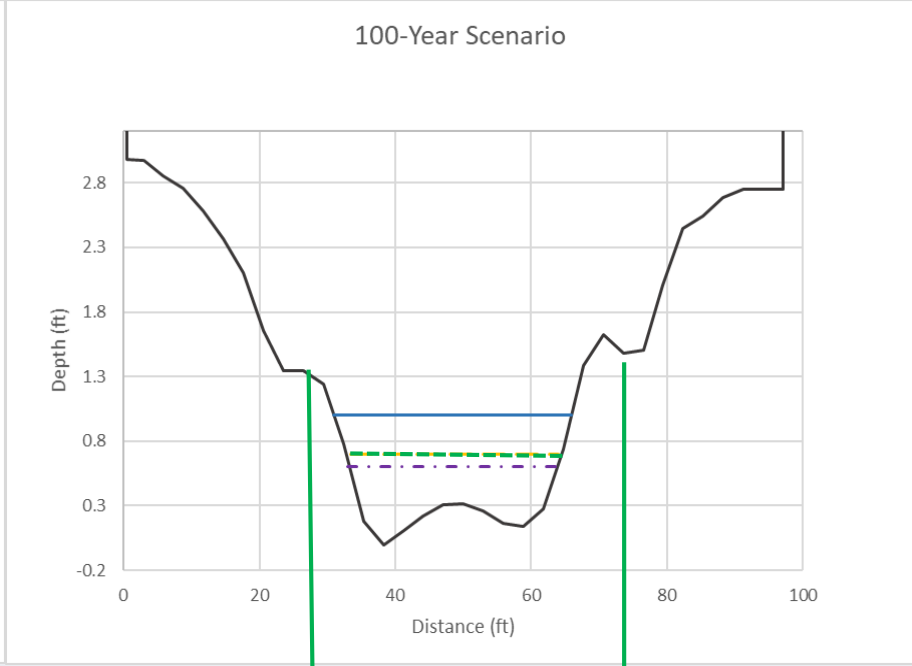




Street ROW

Street ROW

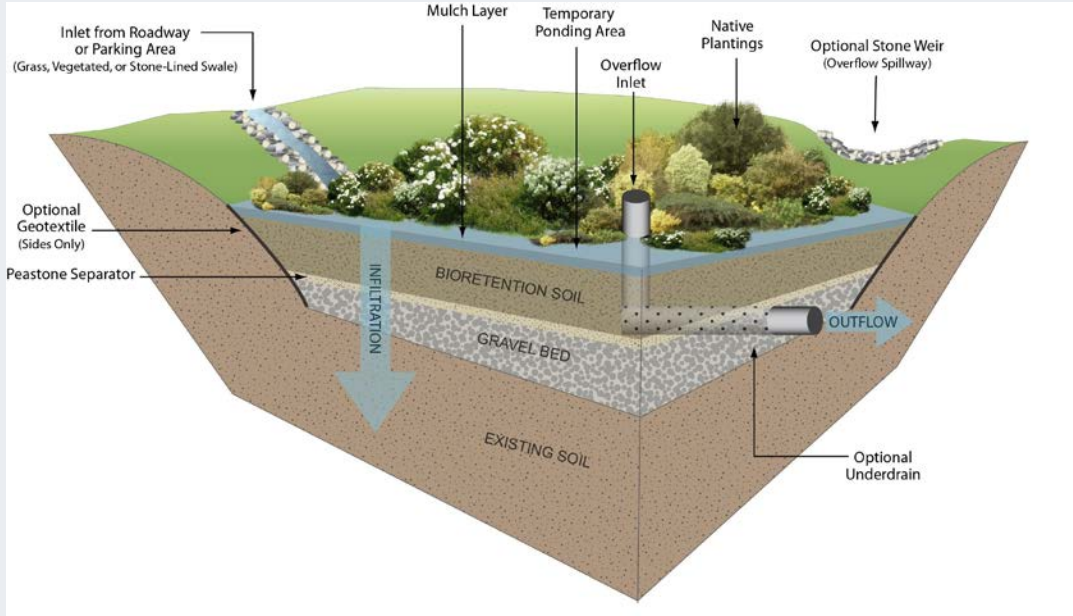
WSEL Existing

WSEL –Buffalo Speedway

WSEL – Proposed

HT&J, LLC

LOW IMPACT DEVELOPMENT (LID) Concept

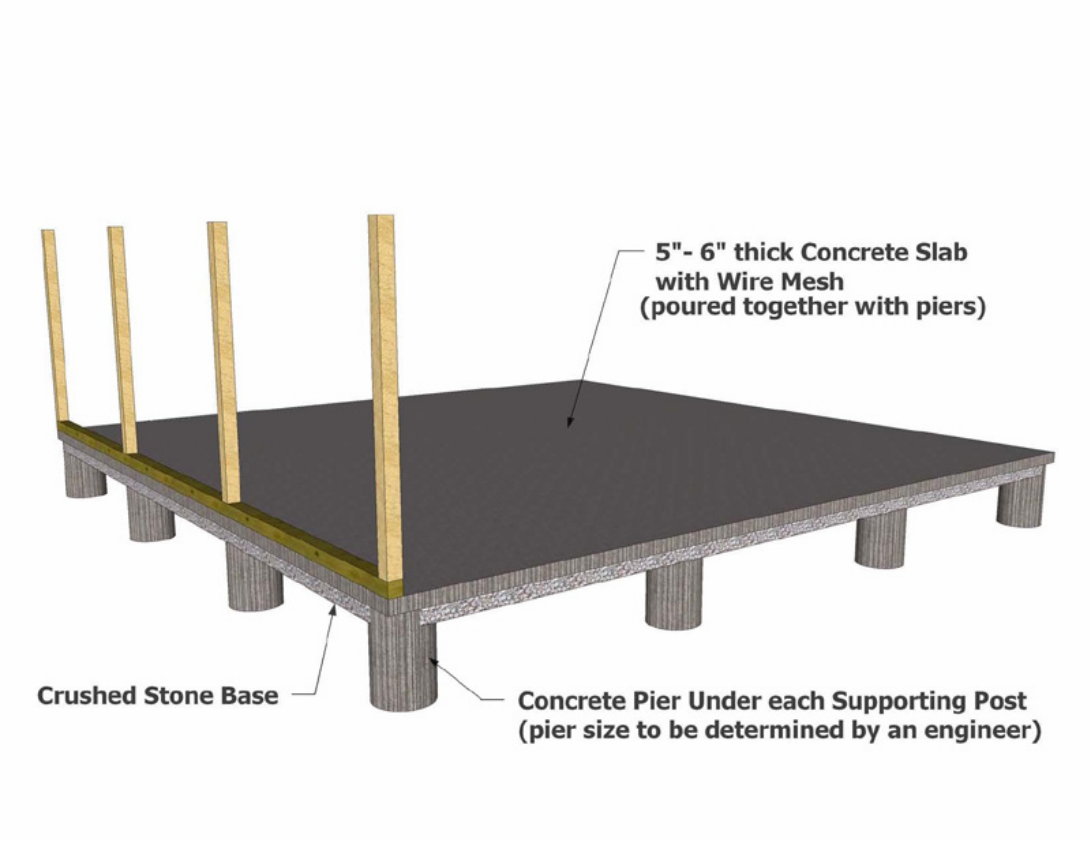


Bio Retention Basin / Raingarden

Rain Barrel

Bio-Swales

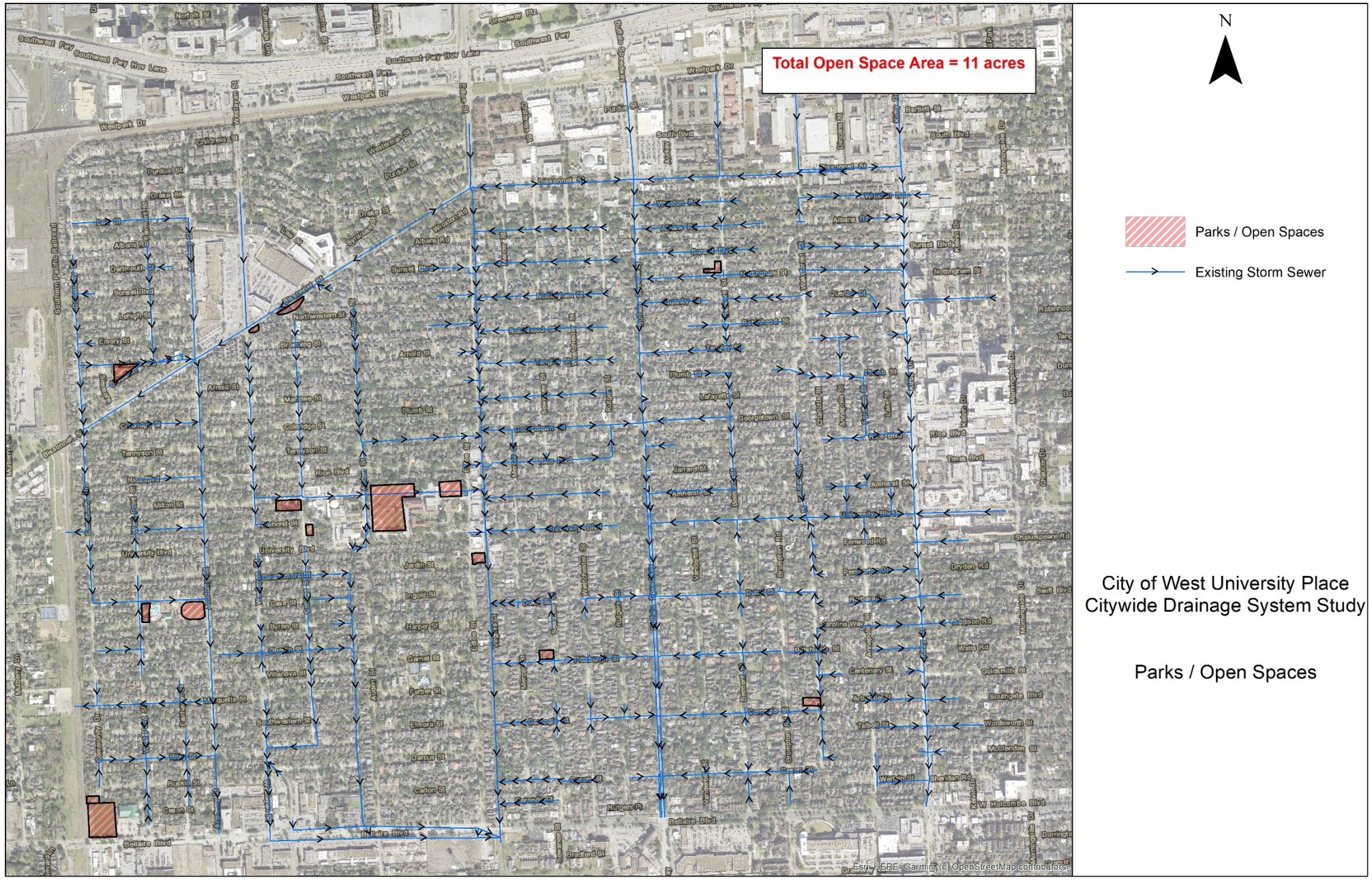
Permeable Pavement for Driveways and Side Walk



Building on Piers

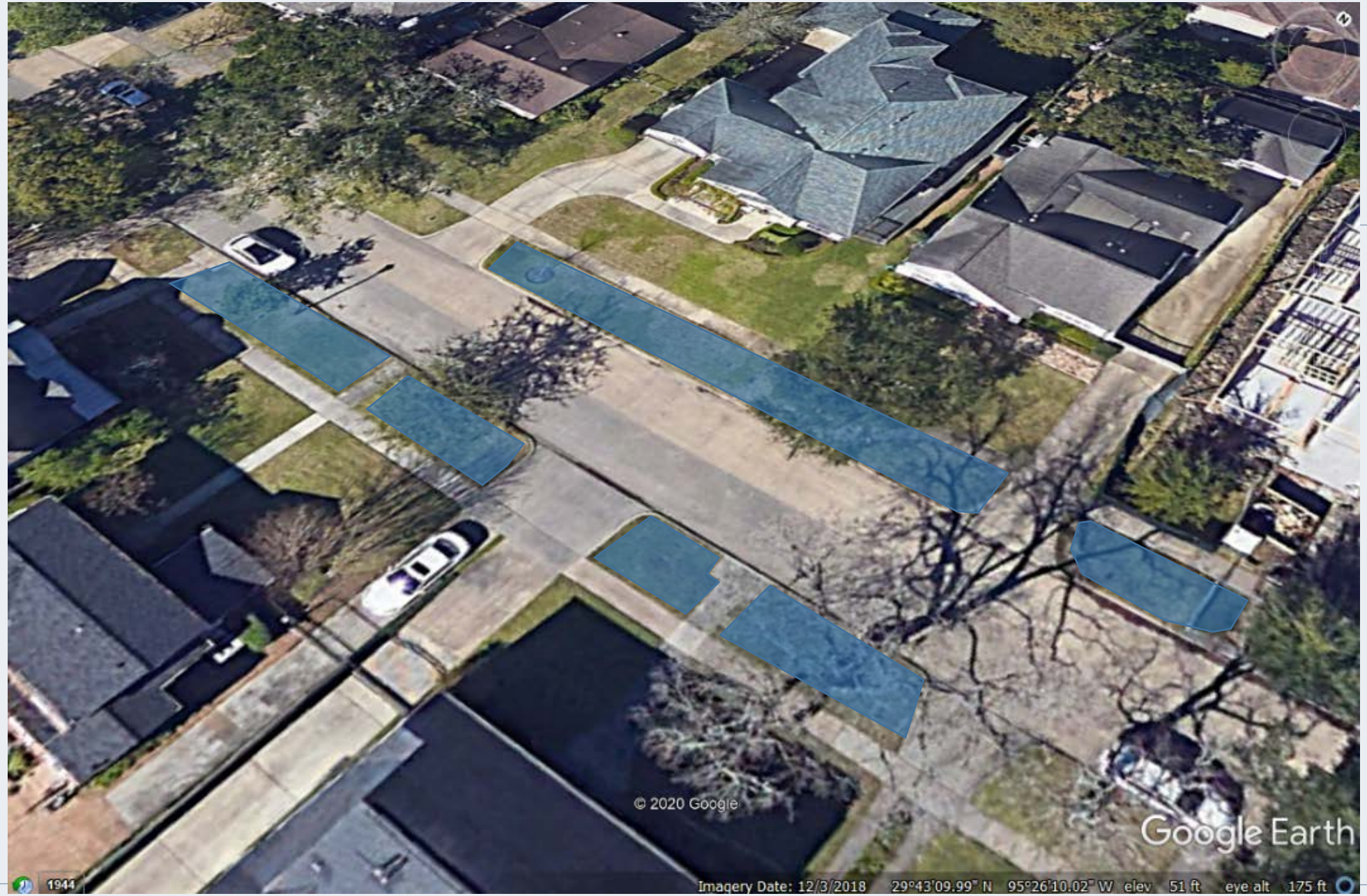
Other Considerations

1) Finish Floor Elevation Standards
2) Harris County floodplain remapping is underway.



Challenges:

1) Difficult to bring the sheet flow
2) Benefits are localized
3) Disturbs park usage and functionality



Bioswale

HT&J, LLC

Conclusion

- Proposed storm Sewer Improvements provide nearly 50-year Level-of-Service (LOS)
- Low Impact Development (LID) improvements can provide LOS up to 10-year. The best option for the City is the use of Bio Swales.
- The implementation of Bio Swales will result in loss of existing trees in the ROW
- Professional Opinion – Not cost effective and efficient for the cost and associated cons.

Questions & Answers

Thank You

10351 Stella Link Road
Houston, Texas 77025

www.ht-j.com
hfc@ht-j.com

(O) 832-767-0090
(F) 832-767-0141