



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 27, 2020** beginning at **5:30 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the 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](tel:346-248-7799) or join via <https://us02web.zoom.us/j/82802581112>. The Meeting ID Number is 828 0258 1112.

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 or description, 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 via the email address above.**

WORKSHOP (5:30 PM)

1. Compensation Study / Personnel Policies and Employee Handbook

Matters related to the City's Employee Handbook and discussion regarding a recent Compensation Study conducted by consultants on the City's behalf. **Mr. James Urban, Human Resources Director**

2. Adjourn Workshop

REGULAR MEETING (6:30 PM)

3. Call Regular Meeting to Order

4. Roll Call

5. Pledge of Allegiance

6. Public Comments

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

7. 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 7]

8. Cash Defeasance of 2017 General Obligation Refunding Bonds

Matters related to the consideration and approval of a resolution calling for the defeasance and redemption of certain outstanding bonds of the City of West University Place, Texas. *Recommended Action: Approve resolution calling for the defeasance and redemption of certain outstanding bonds of the City of West University Place, Texas; directing the redemption of such bonds; and containing other matters related thereto. Ms. Katherine DuBose and Mr. John Robuck of BOK Financial Securities* [see Agenda Memo 8]

9. Consent Agenda

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

A. City Council Minutes

Approve the City Council Meeting Minutes of July 13, 2020. [see Agenda Memo 9A]

B. Quarterly Investment Report

Matters related to accepting the City's Quarterly Investment Report. *Recommended Action: Accept the Quarterly Investment Report. Mr. Harrison Nicholson, Treasurer* [see Agenda Memo 9B]

C. Amendment to Lighting Regulations

Matters related to an ordinance amending the City's outdoor lighting regulations. *Recommended Action: Approve ordinance on the second and final reading. Mr. Gerardo Barrera, Public Works Director* [see Agenda Memo 9C]

D. Amendment to Noise Regulations

Matters related to an ordinance amending the City's noise regulations. *Recommended Action: Approve ordinance on second and final reading. Mr. Gerardo Barrera, Public Works Director* [see Agenda Memo 9D]

E. Truth in Taxation Resolution

Matters related to a resolution designating the Harris County Tax Assessor-Collector's Office to calculate, sign and submit all necessary information in connection with "Truth in Taxation." *Recommended Action: Approve Resolution. Ms. Katherine Dubose, Finance Director* [see Agenda Memo 9E]

F. SCADA Programmable Logic Controller Replacement

Matters related to awarding a contract for the replacement of Wastewater SCADA System.
Recommendation: Award contract. Mr. Gerardo Barrera, Public Works Director [see Agenda Memo 9F]

10. Recess Regular Meeting to Convene Executive Session

Executive Session will be held in accordance with Section 551.072 of Chapter 551 of the Texas Government Code.

11. Adjourn Executive Session and Reconvene Regular Meeting

Matters related to any action taken resulting for the Executive Session

12. Recess Regular Meeting to Convene Workshop on Drainage

Matters related to the City's Drainage/Modeling Study. *Recommended Action: Discuss and take any desired action. Mr. Gerardo Barrera, Public Works Director*

13. Adjourn Workshop and Reconvene Regular Meeting

14. Adjourn Regular Meeting

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 27, 2020 was posted on the Municipal Building bulletin board on July 24, 2020, at approximately 4:00 o'clock p.m.

Thelma A. Gilliam

Thelma A. Gilliam, City Secretary

(SEAL)



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

Meeting Date	07.27.2020	Agenda Item	7
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	07.27.2020	Agenda Item	8
Approved by City Manager	Yes	Presenter(s)	K. DuBose, Director J. Robuck, BOK Financial Securities
Reviewed by City Attorney	Yes	Department	Finance
Subject	Cash Defeasance of 2017 General Obligation Refunding Bonds		
Attachments	1. Overview of Cash Defeasance Opportunity 2. Resolution		
Financial Information	Expenditure Required:	None	
	Amount Budgeted:	None	
	Account Number:	None	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

The City has been presented with an opportunity for a cash defeasance of \$2,955,000 of certain maturities of the General Obligation Refunding Bonds, Series 2017. The proposed cash defeasance will allow the City to lower the tax year 2020 debt service tax rate and still maintain the capacity to issue bonds for capital projects in future years. Additionally, the cash defeasance will generate debt service savings for taxpayers of approximately \$266,171 over the next 8 years.

Recommended Action

Staff recommends that City Council approve the resolution calling for the Defeasance and Redemption of Certain Outstanding Bonds of the City of West University Place, Texas and directing the redemption of such bonds.



City of West University Place, Texas

Overview of Cash Defeasance Opportunity: \$2,955,000* General Obligation Refunding Bonds, Series 2017

July 27, 2020

* Preliminary, subject to change.

Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.

NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE



City of West University Place

Cash Defeasance of \$2,955,000 General Obligation Refunding Bonds, Series 2017

Fiscal Year Ending (9/30)	Current Total Debt Service (a)	Less: Proposed Cash Defeasance (Series 2017 Refunding Bonds)			Total Debt Service	Estimated Debt Service Difference
		Principal	Interest	Debt Service to Call		
2020	\$7,635,428				\$7,635,428	
2021	3,853,617		\$29,698	\$2,961,435	3,823,920	\$29,698
2022	3,734,657	\$100,000	58,391		3,576,267	158,391
2023	3,149,835	105,000	56,330		2,988,504	161,330
2024	3,082,437	550,000	49,748		2,482,689	599,748
2025	3,079,430	550,000	38,693		2,490,738	588,693
2026	3,077,047	550,000	27,638		2,499,410	577,638
2027	3,074,731	550,000	16,583		2,508,149	566,583
2028	3,076,811	550,000	5,528		2,521,284	555,528
2029	398,400				398,400	
2030	395,400				395,400	
2031	396,900				396,900	
2032	397,800				397,800	
2033	398,100				398,100	
2034	397,800				397,800	
Totals	\$36,148,393	\$2,955,000	\$282,606	\$2,961,435	\$32,910,787	\$3,237,606

Cost of Defeasance (b):	\$2,971,435
Estimated Debt Service Savings:	\$266,171

(a) Excludes debt service paid by the Waterworks and Sewer System (Series 2010 and Series 2016).
 (b) Includes a cash deposit of \$2,961,435 and estimated costs of issuance of \$10,000.



City of West University Place

Estimated Debt Service Tax Rate Impact – Post Defeasance

Year Ending 12/31	Beginning Debt Service Fund Balance	Interest Earnings on Fund Balance	Prior Year/ Estimated Taxable Assessed Valuation	Assessed Growth Rate (%)	Tax Rate per \$100 of Assessed Value	Tax Collections 99.00%	Total Funds Available for Debt Service	Total Outstanding Debt Service	Less: Debt Paid by WWSS	Cash Defeasance 2017 Bonds		Plus: Series 2021A C/Os (a) \$15,000,000 @ 3.25%	Plus: Series 2021B GO (b) \$70,000,000 @ 3.50%	Less: Capitalized Interest	Total Debt Service Requirements	Ending Debt Service Fund Balance	Debt Service Coverage (%)
										Less: Bonds to be Defeased	Plus: Cost of Defeasance						
2020	\$916,421	\$11,455	\$6,468,579,178	4.73%	\$0.11952	\$7,653,933	\$8,581,810	\$8,769,811	\$1,134,383						\$7,635,428	\$946,382	13.927%
2021	946,382	14,196	6,766,574,612	4.61%	0.10200	6,832,887	7,793,464	4,241,637	388,020	\$29,698	\$2,971,435	\$243,750		\$243,750	6,795,354	998,110	14.338%
2022	998,110	14,972	6,901,906,104	2.00%	0.10200	6,969,545	7,982,627	4,102,294	367,637	158,391		699,006	\$2,685,800		6,961,073	1,021,554	14.683%
2023	1,021,554	15,323	6,970,925,165	1.00%	0.10000	6,901,216	7,938,093	3,149,835		161,330		721,531	3,247,250		6,957,286	980,807	15.048%
2024	980,807	14,712	6,970,925,165		0.09450	6,521,649	7,517,169	3,082,437		599,748		762,756	3,272,588		6,518,033	999,136	15.300%
2025	999,136	14,987	6,970,925,165		0.09450	6,521,649	7,535,772	3,079,430		588,693		767,925	3,271,438		6,530,100	1,005,671	15.374%
2026	1,005,671	15,085	6,970,925,165		0.09450	6,521,649	7,542,405	3,077,047		577,638		772,606	3,269,238		6,541,253	1,001,152	15.283%
2027	1,001,152	15,017	6,970,925,165		0.09450	6,521,649	7,537,818	3,074,731		566,583		771,881	3,270,900		6,550,930	986,889	15.036%
2028	986,889	14,803	6,970,925,165		0.09450	6,521,649	7,523,341	3,076,811		555,528		770,831	3,271,338		6,563,452	959,889	15.452%
2029	959,889	14,398	6,970,925,165		0.09000	6,211,094	7,185,382	398,400				946,531	4,867,113		6,212,044	973,338	15.670%
2030	973,338	14,600	6,970,925,165		0.09000	6,211,094	7,199,032	395,400				953,738	4,862,263		6,211,400	987,632	15.901%
2031	987,632	14,814	6,970,925,165		0.08950	6,176,588	7,179,035	396,900				950,294	4,864,088		6,211,281	967,754	15.580%
2032	967,754	14,516	6,970,925,165		0.08950	6,176,588	7,158,858	397,800				951,281	4,862,413		6,211,494	947,364	15.251%
2033	947,364	14,210	6,970,925,165		0.08950	6,176,588	7,138,163	398,100				951,619	4,862,150		6,211,869	926,294	14.911%
2034	926,294	13,894	6,970,925,165		0.08950	6,176,588	7,116,777	397,800				951,306	4,863,125		6,212,231	904,546	15.808%
2035	904,546	13,568	6,970,925,165		0.08280	5,714,207	6,632,321					945,425	4,776,738		5,722,163	910,158	15.907%
2036	910,158	13,652	6,970,925,165		0.08280	5,714,207	6,638,017					948,894	4,772,988		5,721,881	916,136	16.011%
2037	916,136	13,742	6,970,925,165		0.08280	5,714,207	6,644,085					946,631	4,775,213		5,721,844	922,241	16.118%
2038	922,241	13,834	6,970,925,165		0.08280	5,714,207	6,650,282					948,638	4,773,238		5,721,875	928,407	16.226%
2039	928,407	13,926	6,970,925,165		0.08280	5,714,207	6,656,539					949,831	4,771,975		5,721,806	934,733	16.337%
2040	934,733	14,021	6,970,925,165		0.08250	5,693,503	6,642,257					945,294	4,776,163		5,721,456	920,801	16.096%
2041	920,801	13,812	6,970,925,165		0.08250	5,693,503	6,628,116					945,025	4,775,625		5,720,650	907,466	15.853%
2042	907,466	13,612	6,970,925,165		0.08250	5,693,503	6,614,581					948,863	4,775,275		5,724,138	890,444	15.562%
2043	890,444	13,357	6,970,925,165		0.08250	5,693,503	6,597,304					946,806	4,774,938		5,721,744	875,560	15.298%
2044	875,560	13,133	6,970,925,165		0.08250	5,693,503	6,582,196					948,856	4,774,438		5,723,294	858,903	15.007%
2045	858,903	12,884	6,970,925,165		0.08250	5,693,503	6,565,289					949,931	4,773,600		5,723,531	841,758	14.710%
2046	841,758	12,626	6,970,925,165		0.07500	5,175,912	6,030,296					945,113	4,777,163		5,722,275	308,021	0.000%
Totals								\$38,038,433	\$1,890,040	\$3,237,606	\$2,971,435	\$22,584,363	\$108,767,050	\$243,750	\$166,989,884		

Average Tax Rate: \$0.0948

Tax Rate Increase: (\$0.0175)

(a) Preliminary, subject to change. Proposed Certificates of Obligation to be sold in February 2021. Generates proceeds of \$15,000,000 for the City's Buffalo Speedway Project.

(b) Preliminary, subject to change. Proposed General Obligation Bonds issued pursuant to a successful May 2021 Bond Election and will be sold in August 2021. Generates proceeds of \$70,000,000 for the City's Drainage Projects.



City of West University Place

Tentative Schedule of Events

\$2,955,000*

Partial Cash Defeasance of Series 2017 Refunding Bonds

July - 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January - 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

February - 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March - 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

<u>Date</u>	<u>Action</u>	<u>Role</u>
Monday, July 27, 2020	City Council to Discuss Cash Defeasance and Approve Defeasance Resolution and Schedule of Events	City, BOKFS, OHS
Monday, January 18, 2021	45-Day Call Notice Provided to First National Bank Texas	OHS, BOKFS
Tuesday, March 9, 2021	Defeasance/Pay-Off Closing	City, BOKFS, OHS

PARTICIPANTS

City – City of West University Place
 BOKFS – BOK Financial Securities, Inc. (Financial Advisor)
 OHS – Orrick, Herrington & Sutcliffe LLP (Bond Counsel)

* Preliminary, subject to change.

City of West University Place
Harris County, Texas

RESOLUTION NO. XXXX

A RESOLUTION CALLING FOR THE DEFEASANCE AND REDEMPTION
OF CERTAIN OUTSTANDING BONDS OF THE CITY OF WEST
UNIVERSITY PLACE, TEXAS; DIRECTING THE REDEMPTION OF SUCH
BONDS; AND CONTAINING OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS §
COUNTY OF HARRIS §
CITY OF WEST UNIVERSITY PLACE, TEXAS §

WHEREAS, the City of West University Place, Texas (the “City”), acting through its City Council, has previously adopted an ordinance on July 10, 2017 (the “Bond Ordinance”) authorizing the issuance of general obligation refunding bonds designated as “City of West University Place, Texas General Obligation Refunding Bonds, Series 2017,” dated September 7, 2017, in the original principal amount of \$9,965,000 (the “Bonds”); and

WHEREAS, the Bonds are currently outstanding in the principal amount of \$9,660,000; and

WHEREAS, the Bond Ordinance provides that the Bonds may be redeemed, at the option of the City, on any date, as a whole or in part, as selected and designated by the City, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption; and

WHEREAS, the Bond Ordinance further provides the notice and publication requirements to effectuate the redemption of the eligible outstanding Bonds; and

WHEREAS, the City, in accordance with this Resolution, will deposit funds with the paying agent/registrar for the Bonds, First National Bank Texas, Killeen, Texas, in an amount sufficient to fully pay all principal and interest due on the Bonds having a stated maturity on February 1 in the years 2022 through 2028, inclusive, on March 9, 2021, in the principal amounts describe below (collectively, the “Redeemed Bonds”):

<u>Maturity Date (2/1)</u>	<u>Principal Amount Outstanding (\$)</u>	<u>Amount Being Redeemed (\$)</u>	<u>Interest Rate (%)</u>
2022	100,000	100,000	2.01
2023	105,000	105,000	2.01
2024	725,000	550,000	2.01
2025	2,090,000	550,000	2.01
2026	2,140,000	550,000	2.01
2027	2,180,000	550,000	2.01
2028	2,220,000	550,000	2.01

WHEREAS, it is in the best interest of the City and the residents of the City to redeem the Redeemed Bonds as herein provided in order to reduce the payment of interest thereon and to reduce the City’s aggregate debt service requirements and legal debt outstanding;

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

SECTION 1: Redemption of Redeemed Bonds. The Redeemed Bonds are hereby called for redemption, and shall be redeemed on March 9, 2021. This redemption and the attached notices of redemption are irrevocable upon adoption of this resolution (the "Resolution") by the City. The form of the Notice of Redemption is attached as Exhibit A hereto and incorporated by reference for all purposes.

SECTION 2: Deposit with Applicable Paying Agent/Registrar. The discharge and defeasance of the Redeemed Bonds shall be effectuated pursuant to a deposit by the City from its debt service fund and from other lawfully available funds of the City, on or before March 9, 2021, with First National Bank Texas, Killeen, Texas, the paying agent/registrar for the Redeemed Bonds. Such deposit will comply with all applicable laws and regulations relating to the redemption of the Redeemed Bonds in order to carry out the intent and purpose of this Resolution and the Bond Ordinance. The Mayor and City Secretary of the City, or the designees thereof, are hereby authorized to take such actions as are necessary to effectuate the deposit with the applicable paying agent/registrar for the Redeemed Bonds and the redemption of the of the Redeemed Bonds.

SECTION 3: Notice of Redemption. The Mayor and City Secretary of the City, or the designees thereof, are authorized and instructed to provide the notice of redemption described herein to the applicable paying agent/registrar for each series of the Redeemed Bonds called for redemption in the manner provided in the Bond Ordinance.

SECTION 4: Further Actions Authorized. The Mayor and City Secretary of the City, or the designees thereof, are authorized to evidence adoption of this Resolution and to do any and all things necessary or convenient to effect the redemption of the Redeemed Bonds described herein and otherwise give effect to the intent hereof.

SECTION 5: Recitals Incorporated. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City.

SECTION 6: Repealer. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: Choice of Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8: Severability. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: Open Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: Headings. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof.

SECTION 11: Effective Date. This Resolution shall be in force and effect from and after its passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED, this the 27th day of July, 2020.

CITY OF WEST UNIVERSITY PLACE, TEXAS

Mayor

ATTEST:

City Secretary

RECOMMENDED BY:

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

NOTICE OF REDEMPTION

Notice is hereby given that the City of West University Place, Texas (the "City"), acting through its City Council, has called for redemption the following outstanding obligations:

"City of West University Place, Texas General Obligation Refunding Bonds, Series 2017," dated September 7, 2017 (the "Bonds"), bearing interest, and stated to mature on February 1 in the years listed below year as follows:

<u>Maturity Date (2/1)</u>	<u>Principal Amount Outstanding (\$)</u>	<u>Amount Being Redeemed (\$)</u>	<u>Interest Rate (%)</u>
2022	100,000	100,000	2.01
2023	105,000	105,000	2.01
2024	725,000	550,000	2.01
2025	2,090,000	550,000	2.01
2026	2,140,000	550,000	2.01
2027	2,180,000	550,000	2.01
2028	2,220,000	550,000	2.01

The date fixed for redemption of the Bonds is March 9, 2021 (the "Redemption Date"), as authorized by the ordinance authorizing the issuance of the Bonds and as directed by the City pursuant to a resolution adopted on July 27, 2020. You are hereby notified that the Bonds should be presented for redemption on or before the Redemption Date and that interest shall cease to accrue from and after that date, and that on such date there shall become due and payable on each of the Bonds the redemption price equal to the principal amount thereof, without premium, plus unpaid accrued interest to the Redemption Date.

Notice is further given that the Bonds will be payable at and should be submitted by certified or registered mail to First National Bank Texas, at the following address:

FIRST NATIONAL BANK TEXAS
P.O. Box 909
Killeen, Texas 76540

This notice is issued and given pursuant to the option of redemption reserved to the City in the ordinance authorizing the issuance of the Bonds.

WITNESS MY OFFICIAL SIGNATURE this July 27, 2020.

CITY OF WEST UNIVERSITY PLACE, TEXAS

City Secretary



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, remotely met in a workshop and regular session on **Monday, July 13, 2020**, at **5:00 p.m.** in the Municipal Building located at 3800 University Boulevard.

Agenda items were as follows:

WORKSHOP (5:00 PM)

1. Call Workshop to Order

Mayor Pro Tem Trautner called the workshop to order remotely at 5:00 p.m. Councilmembers Barnes, Lankford and Sobash were in attendance via video/teleconference. City Manager Beach, City Secretary Gilliam, City Attorney Petrov, and Police Chief Walker were physically present in the Council Chambers. Mayor Higley arrived at 5:50 p.m. and attended physically from the Bill Watson Conference Room.

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

Chief Walker presented an overview on public safety, which included:

- Police activity from 2015 through June 2020;
- Uniform Crime Reports;
- Services offered by PD;
- State and Federal Mandates; and
- Communications

A discussion ensued regarding communications. Councilmember Lankford said reasons were given why the City shouldn't communicate, but there are a number of reasons why the City should communicate.

Councilmember Lankford said it seems like the times when there is availability to send out a message the City doesn't and when it does often times doesn't there is no update as to the conclusion. She also said there is a two-sided position when it comes to SWIFT 9-1-1 because the City wants people to sign up for messages but then the City doesn't send messages out.

Mayor Pro Tem Trautner said in the months since Council started inquiring about communications he has learned that when PD goes out on a call they are in a "fog of war." He said he presumes the police

will do what they are supposed to do to protect the residents and that once the police feel that the suspect is no longer an imminent threat he thinks there is nothing to communicate at that point.

In response to Councilmember Lankford, Chief Walker stated that the Police Department is not against sending out messages but, in addition to not having the staff, it's very difficult and tough to know what to release and what to hold back because it is not just the road closures due to an incident it's also about ensuring that any victim's information is not released. He said he would love to have a full-time staff person that could handle that because it really is a problem when PD receives calls during an event from people wanting to know what has happened. Chief Walker said the last thing he wants to do is to give Council an impression that staff can do something and then the next time a major event happens and PD fails to do it, it will seem as though Council was misled.

Chief Walker said it is not a lack of will but realistically it just can't be done with the current staffing level. City Manager Beach added that it is about being consistent with how things are done. He said staff will bring the issue to Council in August for discussion on how it wants to proceed with communications. He said it is about finding out what service level the Council and community want and establish a plan on how to get there.

Councilmember Lankford said maybe the City shouldn't provide an expectation to residents so that when the City has time to send out notifications it is exceeding expectations rather than always missing expectations. Chief Walker said again he did not mean to give reasons not to do it he just wanted to indicate how difficult it is to do it with the current staffing and how sensitive the messaging can be. She said she understands that but until recently when the disclaimer was added to SWIFT 9-1-1 it was implied that the City would provide those type notices which is what bothers her. She said maybe it should state that SWIFT 9-1-1 is only for other types of emergencies and not police issues until the department is staffed to do so.

Mayor Pro Tem Trautner said the occasional police notification when it is doable makes sense and thinks it makes sense to have those limited emergency notifications via SWIFT 9-1-1. He said he thinks the City is doing the best it can on this issue for its size right now.

Councilmember Lankford said she is happy that a disclaimer was recently added to the SWIFT 9-1-1 website page, but she is not sure how many people signed up years ago that have actually seen the disclaimer so she suggested that a blurb be included in *City Currents* explaining when SWIFT 9-1-1 is used and when it's available. City Manager Beach responded that before he does an education campaign on communications he would like to know what level of service is the goal. He also said that SWIFT 9-1-1 can be changed on the website to read "Alert Notifications."

Mayor Pro Tem Trautner asked if staff should poll residents now to see if the service is adequate as is. He said one of the problems might be that in the advent of social media people have a very high expectation of a media communication and the problem with that is it spills over into areas where it probably shouldn't – like police work. He said it's different from posting on something like Next Door where there is no accountability factor.

Councilmember Lankford said she would like consistency. She said the City needs to decide what it is going to do, how it's going to do it and stick with what it can manage.

Mayor Pro Tem Trautner said he feels that the service level is fine, but agrees with Lauri that it is fair to make clear what the function is of SWIFT 9-1-1 in order to manage the expectations of citizens.

Councilmember Lankford said ultimately she wants more, but if the City doesn't have the level of staffing to do that then it doesn't make sense to try to meet an expectation that can't be met. She said she understands the limitations based on the number of people on staff so she is fine with Mayor Pro Tem

Trautner's suggestion if the City can just figure out what the level of service is and how to manage it with the current staffing levels.

Councilmembers Barnes and Sobash both agreed with Mayor Pro Tem Trautner and Councilmember Lankford.

Councilmember Lankford said another issue she had regarding public safety is ordinance violations and enforcement. She asked if the City is tracking repeat offenders of traffic and noise violations (i.e. construction). Chief Walker said the City can't track a company's repeat offenses if a citation hasn't been issued. He said the warnings usually suffice.

Councilmember Lankford asked if there is enough staff to enforce parking over sidewalks, noise and other ordinances. Chief Walker said most times but he wants his officers out looking for burglars and people that will rob residents when they step out of their homes. He said they will enforce the parking on sidewalks but not through targeted enforcement.

Mayor Pro Tem Trautner asked if it would help to move some of the enforcement duties to the Code Enforcement Officer and share some of the animal control duties with other cities to free up time for the Code Enforcement Officer or hire another code enforcement person.

City Manager Beach said another Code Enforcement Officer would cost the City between \$75,000 and \$80,000 in salary and benefits, not including costs for a vehicle, etc. He said if it is the desire of Council he can propose the position in the 2021 Budget. He said another idea is to have a joint operation with Bellaire and/or Southside Place for animal control, which would free up the Code Enforcement Officer to do other things, but a discussion would have to be had with those cities.

Regarding the ordinance violation numbers, Councilmember Sobash asked if Chief Walker knows the mix between what police handled versus what the Code Enforcement Officer handled. Chief Walker said he doesn't have those numbers on hand, but said the vast number of animal control calls are handled by the Police Department because they are usually calls received after hours and on weekends.

Councilmember Sobash said he assumes that noise and light violations will be mostly after hours, too. City Manager Beach responded and said yes and most of those complaints received after hours for noise will be handled by the Police Department. He said when it comes to light violations, it might initially be handled by PD but eventually handed off to Public Works.

City Manager Beach said he will schedule a meeting in late August or early September to discuss enforcement along with the overall communication strategy.

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

3. Adjourn Workshop

Mayor Pro Tem Trautner adjourned the workshop at approximately 6:20 p.m.

REGULAR MEETING (6:30 PM)

4. Call Regular Meeting to Order

Mayor Higley called the Regular Meeting to order at 6:30 p.m. in the Bill Watson Conference Room located in the Municipal Building at 3800 University Boulevard.

City Manager Beach, City Secretary Gilliam, City Attorney Petrov, and Public Works Director Barrera were physically in attendance. Fire Chief Taylor, Finance Director DuBose, and Chief Building Official Chew attended remotely.

The following participants also attended remotely:

Zoning and Planning Commission Chair Richard Wilson, Evan DuVall with BBG Consultants, Kevin Taylor with BBG Consultants, Arno Bommer with CSTI Acoustics, Lance Gandy with Architectural Lighting Design, also attended remotely.

5. Roll Call

Mayor Pro Tem Trautner and Councilmembers Barnes, Lankford, and Sobash attended via audio/videoconference.

6. Pledge of Allegiance

Councilmember Lankford led the Pledge.

7. Public Comments

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

Russell Wilson, 4102 Judson, spoke on his concern regarding the notice received in the utility bills last month about the disinfectant used in the water and that West U is going to switch from Chlorine to Chloramine. He asked that Council reconsider the decision and the public be educated to potential health effects.

Dick Yehle, 6401 Rutgers, spoke regarding his displeasure with the audio quality of the online meetings.

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*

City Manager Beach provided an overview of the process and said the noise ordinance has been before Council in a workshop, the Building and Standards Commission (BSC) once, and the Zoning and Planning Commission (ZPC) 16 times since 2018.

Before getting into comments and discussion, Mayor Pro Tem Trautner said he wanted to state that Council is up to speed and in the loop on conversations and communications with respect to noise and also with light. He said he knows that members of Council have listened in on ZPC meetings and that the ZPC, staff and Council have spent hundreds of hours on these issues, spoken with residents, read articles and done research so Council is not coming to this cold. He said Council has heard a lot of input and look forward to hearing further comments tonight. He said Council encourages this process and said it has been a great process.

Council then took comments from the public (remotely):

Dick Yehle, 6401 Rutgers, spoke to say that noise from leaf blowers and other machines is a fact of life and is in part attributable to what we ask others to do for us. He said though it is Council's goal for improving surroundings it needs to be careful about the laws it passes going too far. He said this is why he whole-heartedly endorses the recommendation from Richard Wilson and the ZPC by supporting proposed changes to the noise ordinance and Option A, not Option B.

Aurelio Diez, 4025 Southwestern, spoke to say that both proposed options can "live happily together."

Eddie Matthews, 5906 Fordham, spoke to say he commends the ZPC members for their hard work and diligence on the issue of noise. He said he believes the ZPC has found a workable and easily enforceable solution in recommending the listed amendments, including Option A (an extension of quiet hours). He urged Council to accept and approve the ZPC's recommended list of amendments including Option A, but not Option B, to the current noise ordinance.

Cynthia Johnson, 3805 Tennyson, spoke to say she sent in a memorandum also (attached as requested for the record) but also wanted call in to express her strong support for the quiet hours to begin at 6:00 pm on weekdays, for a decibel limitation on equipment in Option B, the retention of the prohibition of law equipment use during quiet hours. She said if the City is going to continue to grow and remain a good place to live we have to be able to grow and change.

Paul Scheet, 3602 Carnegie, spoke to say he is in favor of extended quiet hours and in favor of limiting the noise through decibel level restrictions from machines as outlined in Option B with using the retention of the current prohibition of lawn equipment during quiet hours as outlined in the existing ordinance.

Perry Nolen, 4203 Milton, spoke to say his input (on the noise ordinance) comes down to three points: (1) wants to applaud the ZPC for their efforts and responsible recommendation; (2) in favor of the adoption of the increased quiet hours and Option A as recommended by the ZPC; and (3) against consideration or adoption of Option B primarily for the reasons outlined by the ZPC. He said he encourages Council to accept and approve ZPC's recommendation for the change in quiet hours and Option A of the noise ordinance but reject Option B.

Kim King, 6603 Rutgers, spoke to say that her participation in this issue began on Next Door and most of the people on Next Door that live in West U felt the need for something to be done with respect to leaf blowers. She thanked the ZPC and Council for trying to address this issue, but she sees it as an issue that exists today and one that will continue to exist and increase in the future. She said her view is that a part of the deliberation to consider is "where are we going with this?" and "what do we want West U to be for its residents?" She said she supports the adoption of both proposals.

City Secretary Gilliam summarized an email from **Lois Macy**, 3815 Tennyson, outlining his/her support of the proposed noise ordinance by increasing the quiet hours to begin at 6 pm on weekdays, having a decibel limitation as proposed in Option B, and maintaining the prohibition of lawn equipment use during quiet hours.

After comments from the public, ZPC Chair Richard Wilson spoke regarding the ZPC's recommendation. He said the main focus of the debate is Option A versus Option B. For context, he said the amendment to the noise ordinance has two parts: (1) the expansion of quiet hours and (2) the actual amendment to the noise ordinance in Chapter 54 of the Code of Ordinances.

Before getting into the discussion of Option A versus Option B, Mr. Wilson said he thinks it is important that people understand that the expansion of quiet hours is applicable to both Option A and Option B. He said the expansion of quiet hours is as discussed at the workshop a month or two ago, but with a small tweak regarding holidays. He said in the existing ordinance holidays are: Thanksgiving, Christmas Day and New Year's Day. He said the Fourth of July was added and any City holiday on which there is no curbside trash pick-up.

Mr. Wilson said another point he wanted to make before the Option A versus Option B discussion is what should be permissible for yard equipment during residential quiet hours. He said a number of speakers have supported that there should be a complete ban during quiet hours on noise generated by yard equipment and they've pointed out that that's the case under the current ordinance, which he

said is partially true. He said gas-powered equipment is banned under the current ordinance during quiet hours, but the current ordinance lacks the general standard for noise in Section 54-40 of the Code. Mr. Wilson said the proposal for Council will allow both construction work and yard work noise during quiet hours but subject to the 58 decibel quiet hours general rule that is in Section 54-40. He said the ZPC's thinking behind that was that if someone was painting the house next door they will not be making a "bunch of racket" if working until 7 pm. He said similarly some homeowners who do their own yards have battery powered yard care equipment that is quite quiet and might want to do their yards right before it gets dark or on a Sunday morning and so the ZPC felt it should be allowable during quiet hours.

Regarding Options A and B, Mr. Wilson said though the ZPC supports Option A, either option will be an improvement to the ordinance.

Mayor Higley said many of the speakers have said that they like both options and said they are not conflicting and asked Mr. Wilson if the ZPC could take one, both or none. Mr. Wilson said options A and B are inconsistent alternatives. He said under Option A there is no regulation of noise outside of residential quiet hours for yard equipment, which is the way the current ordinance is written right now. He said Option B would impose restrictions outside of residential quiet hours and there is a sound limit for all equipment other than leaf blowers. Mr. Wilson said on leaf blowers, for the sake of simplicity and efficacy, "we won't inquire as to how much sound the leaf blower actually makes, we will look solely at the manufacturer's equipment rating and the equipment will have to meet the rating of 70 under the current proposal and if it doesn't meet that rating regardless of whether steps are taken to make it quieter than that, it's a violation." He said the thinking behind that was ease of enforcement, ease of determining the rating on any piece of equipment, and so the City does not have to purchase sound meters and train PD staff how to work them due to violations occurring in the evenings when the Code Enforcement Officer is not on duty.

Mayor Pro Tem Trautner said he wanted to clarify Mr. Wilson's statement and summarized that the revision happens with both Option A or Option B, and so the people who are asking for both are really asking for Option B, but with the retention of the ban of (combustion engine) lawn equipment during quiet hours. Mr. Wilson said he agrees with Mayor Pro Tem Trautner's clarification.

Mayor Trautner thanked the ZPC for their long hours and hard work. He said they did a fantastic job coming up with options. He said he really appreciates the strategic thinking and identifying all the potential issues. Councilmember Barnes' echoed Mayor Trautner's comments.

Councilmember Lankford asked Mr. Wilson how many people on the ZPC were for Option B and how many were not. Mr. Wilson responded that that the ZPC vote was 6 to 1 in favor of the recommendation (Option A) and said the person who dissented only did so because he felt that Option B should not even be presented to Council due to the superiority of Option A.

With no more questions for ZPC Chair Wilson, there were questions and answers with consultants Evan DuVall and Kevin Taylor of BBG regarding their experiences with other municipalities that have adopted similar ordinances.

Councilmember Barnes asked the consultants whether in their experience with other municipalities that have adopted this type of ordinance if they have seen a decrease in the availability of service providers or an adverse impact of the cost to consumers. Mr. Evans said based on everything they have been able to establish by reaching out to contractors there does not seem to be a disruption in service nor have there been any complaints regarding increase in prices.

Councilmember Barnes said in comparing the equipment that meets the machine decibel level to what's commonly used currently has a difference been detected. Mr. Evans stated that there has been a slight

difference in power for the equipment and there is a drop in horsepower as you get to a lower decibel but the equipment can still get the job done.

Councilmember Sobash said he has a blower that is rated at 70 and it is sufficient to do plenty of the yard work.

Mayor Pro Tem Trautner said he is for maintaining the current ordinance prohibition because from an enforcement perspective the City doesn't have to worry about measuring the actual decibels. He said he doesn't know if the City wants to get into enforcement issues during quiet hours if it doesn't have to do so.

Councilmember Barnes confirmed that essentially between the existing ordinance and Option A "we" are taking out a provision that blocks all combustion engines during quiet hours and adding a provision that blocks any kind of leaf blower that is over 58 dB(A) during quiet hours. Mr. Evans replied correct.

Councilmember Lankford said regarding some of the other sounds in the new ordinance that are actually measured decibel levels she has a question from where the sound is measured. She said there seems to be some differences within the ordinance on where it is measured and asked the consultants their thoughts on the measuring locations. Sound professional Arno Bommer with CSTI Acoustics spoke to say that the reason leaf blowers were put at a specific distance is because that is what the standard calls for. He said other sounds are measured from the property line because it makes most sense. Mayor Pro Tem Trautner said the leaf blower and the lawn sound specifications are really just specifications with a sticker on the machine. He said no one will do any measuring to enforce it. Councilmember Lankford said her inquiry was about other types of machines listed.

Councilmember Barnes asked Mr. Bommer to provide a commonly heard noise that is 58 dB(A) to give an idea of what 70 dB(A) is. Mr. Bommer responded that 60 dB(A) is a quiet normal conversation, but not a whisper, with 85 dB(A) one would have to shout to be heard and with 70 dB(A) one would have to raise their voice, but not shout, to be heard at that level.

Councilmember Sobash asked ZPC Chair Wilson if there is a way to standardize the start and stop times of quiet hours. Mr. Wilson said the change to the quiet hours was initially recommended by staff. He said there was a wide variety of opinions and basically they did a roll call and the hours that are in the ordinance are those that had majority support. He said particularly with respect to construction work during the summer there was a small amount of support for going to 8 am on weekdays but most of the members felt that during the summer construction crews need to start earlier than 8 am in the morning and they've had the right to start at 7 am ever since this ordinance was enacted some 20 years ago. Additionally, he said weekends are different than weekdays and Sundays are different than Saturdays.

Mayor Pro Tem Trautner spoke to say that he feels that the decibel approach is doable and enforceable with the sticker and so he would like to go that direction along with the quiet hours.

Councilmember Barnes confirmed that he likes the mechanical decibel approach and the quiet hours, too.

Councilmember Sobash said he directly supports ZPC's recommendation for Option A.

Councilmember Lankford said doesn't like getting rid of the ban on yard equipment during quiet hours even if the equipment is less annoying because it essentially adds another two days when lawn companies can come and work with quieter equipment. Mayor Pro Tem Trautner said he agrees and said if Council goes with Option B it retains the current ordinance prohibition provision on lawn equipment during quiet hours.

Councilmember Sobash suggested that Council go with the ZPC's recommendation and moved to accept the ZPC's recommendation with Option A. **MOTION DIED DUE TO LACK OF A SECOND.**

Mayor Pro Tem Trautner asked for a consensus on Option B with the retention of the ban on lawn equipment during quiet hours. Mr. Wilson said the way to effectuate that is to delete the remaining language in Sections 13A and 14A after "residential quiet hours."

Councilmember Barnes said he agrees with that. Councilmember Lankford said she agrees, but with the caveat that Council can always tweak it in the future if needed.

Mayor Pro Tem Trautner asked if anyone is willing to decrease the weekday start of quiet hours to 6 pm. Councilmember Barnes said he is willing. Councilmember Lankford said it sounds extreme and it would be difficult for those who do their own yard to do it after work.

Mayor Pro Tem Trautner moved to approve Option B, but retaining the prohibition on lawn equipment used, not just on combustion engine but also generally, during quiet hours and approve the revised quiet hours as recommended. Councilmember Barnes seconded the motion.

Councilmember Sobash said he is disappointed that Council is not going with ZPC's recommendation.

Mayor Higley said he thinks Option B with modifications is very close with what ZPC recommended.

Councilmember Sobash said he thinks the ZPC put in years of work to come up with Option A so he is going to go with their recommendation.

At this time a vote was made on the motion. **MOTION PASSED.**

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

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*

Mayor Higley first took the comment from the resident who signed up to speak on this item.

Dick Yehle, 6401 Rutgers, spoke about the historical and procedural perspectives on outdoor lighting. He said the goal of the original ordinance was to reduce the impact of outdoor lighting on neighboring properties. Mr. Yehle also noted that there will be a conflict if this ordinance is changed and the related section in the Zoning ordinance is not.

Mayor Pro Tem Trautner said he agrees with Mr. Yehle's analysis and is proposing that Council keeps the current language of Section 8-107 in the Zoning code regarding outdoor lighting, move it to Chapter 14 and add the ZPC's definition of glare with the reasonable person standard along with the proposed ordinance violation provisions.

Zoning and Planning Chair Wilson said it is his understanding, and as stated in the recommended action, that Chapter 8 will be amended with Chapter 54. He said "repeal" doesn't appear anywhere but the concept is a complete replacement and removing the lighting provision from the Zoning ordinance because it's a better fit in Chapter 54. He said if some language needs to be crafted by the City Attorney to effectuate an appeal, then that may need to be done in the ordinance. Mr. Wilson said the intent

coming out of the ZPC is a complete replacement. City Attorney Petrov said that is the intent and years ago the idea was to place the lighting regulations outside the Zoning code and into Chapter 54. He said the process to amend the Zoning ordinance involves calling a Public Hearing specifically on that issue and the City had not done that process because it first had to get in agreement of what to put into Chapter 54. He said after that it's a simple matter to administratively go through the process to delete any conflicting provisions that are left in the Zoning ordinance.

Mayor Higley said if Council isn't careful it can make a big mistake here because he remembers light trespass being extremely important and he doesn't want to move away from it. He said he is very leery about making changes to light trespass.

Mayor Pro Tem Trautner said his informal proposal is to keep in "light trespass" and add a definition for "glare." He said the current light trespass provision picks up glare but it's not defined so his proposal is to add that definition and some enforcement provisions to the ZPC recommendation.

Mayor Pro Tem Trautner stated that after he and Councilmember Barnes spoke with the light expert it was their understanding that there is no objective standard for glare and was told that what municipalities tend to do is have a subjective definition of glare that adds another tool in the kit in respect to enforcement. Councilmember Barnes said also in talking with the light expert it was discussed to revise the proposed definition of glare slightly so that where it states "...the luminance to which the eyes are adapted" it would state "...the luminance to which the eyes of a reasonable ordinary person are adapted."

When asked by Councilmember Sobash his thoughts on the drafted ordinance, Mr. Wilson said this issue was brought up because the ZPC was told by City staff that the existing ordinance was essentially unenforceable and that it lacked objective standards so ZPC tried to keep their recommendation simple – don't shine your lights on your neighbor's property. He said but at what point and time does that cross the line and becomes a nuisance because light travels in all directions very rapidly so any light on one's property to some extent is going to illuminate the neighbor's property. Mr. Wilson said ZPC felt the glare approach, and the consultants agreed, was the most direct and least perilous way to try and deal with this.

Councilmember Lankford asked if the proposed language is similar to what other cities are using. Mr. Taylor with BBG said they have steered other municipalities towards this approach because it is much easier to enforce.

Councilmember Barnes stated that the glare definition proposed by the ZPC does not have language for a reasonable ordinary person in it and will create issues with the number of times there are complaints and the ability to enforce the complaints. He said he believes the language "reasonable ordinary person" should be added before voting on it one way or the other.

In response to Councilmember Lankford's question as to what the consultants say in respect to the addition, Mr. Lance Gandy with Architectural Lighting Design responded that he believes the language is good because it is simple and enforceable. He said keeping it simple, enforceable, and something that people can live with is the smart way to go.

Mayor Pro Tem Trautner asked if the proposed ordinance picks up light trespass. Mr. Wilson said light trespass was included in the earlier drafts but was removed due to the direction discussed at the workshop. He said glare is a subspecies of light trespass and light pollution and can be reasonably defined.

Mayor Pro Tem Trautner said his concern is that it is narrower in its application and will not cover light trespass issues. He said he recommends adding the definition for glare into the proposed ordinance

because he is worried about “throwing the light trespass baby out with the bath water” on just adopting the ZPC glare ordinance in total and doing away totally with the light trespass concept. He said he is concerned that something will be lost on this.

Mr. Wilson said he is not aware that light trespass is a defined term in the existing ordinance. Mr. Trautner said it’s not defined but at least it is there. He said without it at least being in there, there is nothing to hang your hat on. Mr. Wilson pointed out that the current ordinance is only one section and the only thing the ordinance really mandates is the use of full cut-off fixtures.

Councilmember Lankford said if staff felt like it couldn’t be enforced then losing it may not have much affect anyway. Mayor Trautner said he questions that and would like for someone on staff to explain why they can’t enforce it. Mr. Wilson said the current ordinance does not prohibit light trespass, but rather suggests the use of full cut-off fixtures which are also not defined. He said the ZPC visited several options in the past few months and there were other versions of the ordinance that were more restrictive and found that adding light trespass language would only add confusion and not provide any clarity.

Mayor Pro Tem Trautner said he would like to see something with light trespass in the ordinance because he is worried about losing that historical standard in the neighborhood. He said it is worth trying to address it and he would be for adding the concept of glare into the existing ordinance and making sure the existing ordinance clearly states that light trespass is a problem, which would be better than it is now. Mayor Pro Tem Trautner said he is not comfortable going with the sole glare standard and is concerned about losing the light trespass concept in an enforceable manner.

Mayor Higley said he agrees with Mayor Pro Tem Trautner.

Councilmember Barnes said he likes the idea of adding the concept of glare and would also like “reasonable ordinary” standard laid out. He said he is also in agreement that losing light trespass is probably not a direction Council should go in.

Councilmember Lankford said she is leaning towards ZPC’s recommendation especially after hearing that staff felt like they couldn’t enforce the existing ordinance and that it’s also what the consultant is recommending based on what he is seeing cities move toward now.

Mayor Pro Tem Trautner said he is still of the view that he would like to keep the provision in the current ordinance, add glare to it and make clear that the current ordinance applies to light trespass as a violation in addition to glare.

Councilmember Barnes asked if the City puts itself in any kind of a quandary by virtue of keeping the reference to light trespass and adding a definition for glare without there actually being a definition of light trespass. City Attorney Petrov said he thinks the City does need a definition for light trespass if one of the violations is going to be a violation for light trespass. He confirmed with Mayor Pro Tem Trautner that it could be added to the ordinance.

City Attorney Petrov stated that it wasn’t so much that the language in the ordinance was “unenforceable” but that focusing solely on the cut-off structures which was the way it worked didn’t capture all of the problems. Mayor Trautner asked Mr. Petrov if adding the concept of a definition of a glare is helpful for that reason. Mr. Petrov said it would provide more options when it comes to enforcement.

Mr. DuVall with BBG spoke to say that from their point of view incorporating light trespass into the existing ordinance wouldn’t be an overly complicated process and both versions would accomplish the same goal.

Councilmember Lankford said the ordinance can be proposed as adopted and if there is a problem add light trespass back into the ordinance. Mayor Higley said light trespass can be left in where it's been forever and add a definition for glare. Councilmember Barnes pointed out that right now light trespass is only included in the ordinance as a reference.

As paraphrased by Mayor Pro Tem Trautner, City Manager Beach said Council can adopt the glare ordinance directing staff to add a light trespass concept to it at a later time and while it is working through the public hearing process, the concept is still exist in the Zoning ordinance.

Mayor Pro Tem Trautner confirmed that Section 8-107 would not be removed unless Council approves it after going through the public hearing process. City Manager Beach responded correct. Mayor Trautner also confirmed with City Manager Beach that Council will get a second chance to add light trespass and glare to Chapter 54.

Councilmember Barnes moved to accept ZPC's recommendation for revisions to Chapter 54 with instruction to staff to go back and prepare language that will subsequently enable Council to add light trespass to Chapter 54 with an appropriate definition thereof. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

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

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**

Mayor Pro Tem Trautner proposed a message to residents from the West U Council relating to the fight against COVID-19. After discussion, City Manager Beach asked Council to think about the message and decide after an update on the state from Chief Taylor.

Chief Taylor reported:

- There are 27 confirmed cases in West U – 10 active, 17 recovered, and 0 deaths.
- City staff is continuing to monitor state and regional cases and the statewide positivity rate, which on June 22 was at 9 percent and as of yesterday the rate was 16.85 percent.
- Judge Hidalgo and Mayor Turner of Houston are pushing for another stay-at-home order but Governor Abbott has not allowed it.
- The Texas Medical Center hospitals are starting to feel the strain and are at 9 percent into Phase 2 capacity, but are not expecting to move into Phase III at least not for the next 2 weeks.
- City staff continues to work normal schedules while complying with the state-wide mask orders and social distancing guidelines.
- To date the City has had several employees to contract the virus outside of the work setting, but there is zero evidence of transmission from staff member to staff member while performing duties at work.
- The Rec Center and Colonial Pool continue to operate at up to 50 percent capacity but all programming and classes have been suspended as of July 3.
- Staff will continue to monitor the situation and adjust City operations as needed to keep staff and residents safe.

After Chief Taylor's status report, Mayor Pro Tem Trautner moved to approve the following statement from Council to be emailed to residents:

West University City Council encourages people to wear a mask and avoid gatherings to help protect themselves and others from COVID-19. Everything may look calm in West U, but a battle for human life is being fought in the Texas Medical Center just down the road.

Please protect yourself and your neighbors in the battle against COVID-19 by wearing a mask, avoiding groups of people and staying home.

Be safe, save lives.

Councilmember Lankford said she would rather say “thank you” to the medical professionals rather than telling people what they have already been told to do.

After further discussion, Mayor Higley seconded the motion made by Mayor Pro Tem Trautner.

MOTION PASSED.

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

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***

Councilmember Lankford stated that at the last meeting she proposed to add this item to the list of things to recommend to boards and commissions. She said she had initially proposed it as sort of a notification system for people that have temporary issues, medical or otherwise, that would need someone to keep an eye out for problems/damages occurring on the outside of the home. She said at the suggestion of Mayor Higley at the last meeting she and Councilmember Barnes put together a proposal.

Councilmember Lankford said the proposal has sort of morphed into something a little differently than was talked about initially mainly because of resident Dorothy Zink, a founding member of the Good Neighbor Team, who said that in her neighborhood there are six vacant houses that are not being attended to. Councilmember Lankford said she thinks there are three or four in her two block area and so the numbers are higher than what originally thought. She also said it is Dorothy's opinion that this is something that would be too much for the Good Neighbor Team to handle, which is why this version of the proposal really has this being more for staff to handle and help people who have to be away from their homes for a short or extended period of time. She said those residents may have the means to make repairs, but don't know about them because no one's at the house looking for problems.

Councilmember Lankford said she and Councilmember Barnes also thought the program could be expanded to other vacant homes like spec homes or homes for sale that are vacant.

Councilmember Barnes said he and Councilmember Lankford essentially summarized the program in general terms and laid out a set of questions for consideration. He said they can refer it to staff initially to work up, get input from the Seniors Board as appropriate, and then come back to Council. He said tonight they are only looking for a consensus from council as to whether or not to pursue it.

Councilmember Sobash asked if it would be a service that people would pay for. Councilmember Lankford said she really hadn't thought of that, but it could be and is something to consider.

Mayor Pro Tem Trautner told Councilmember Lankford that he thinks her heart is in the right place, but

he doesn't think this is something the City ought to be in the business of doing – taking care of private property. He said this is something that should be handled privately and doesn't think it should be outsourced and performed by a municipality.

Councilmember Barnes said this would be more of a notification system. He said speaking from his own experience, there was a house vacant next door to his for better a part of 10 years because the home was caught in probate and with no one watching over the home it deteriorated considerably, but there was nothing that could be done about it because all the things that were visible were visible from the rear. He said it is more common in West U than one thinks.

Mayor Pro Tem Trautner said he has received complaints about unkempt homes and would be in favor of some sort of ordinance addressing vacant homes.

Councilmember Barnes said a decision isn't being made tonight as to whether to do it. He said the discussion is about whether Council thinks it's worth having staff look into it and come back to Council with findings and at that point Council can decide whether or not to move forward.

Councilmember Lankford said she thinks it is important to support aging in place and the program could be structured so that the City doesn't take on any liability. She said a waiver can be signed that has the person recognize that it's a notification system only and that so many times a month or a quarter someone will be going to look at the house.

Councilmember Lankford said her parents knew all their neighbors but yet when they were getting older and having old age and health problems, the last thing that they were going to do is give a key to someone and tell them they were deteriorating. She said people don't want to go around saying they are getting old.

Councilmember Sobash said once the City takes it on as a city service it becomes a fee based thing that could get confusing, so if it can be done through some board or volunteer organization that would be the way to move forward.

Mayor Higley said there's obviously a lot of thought that went into this and asked Council to defer it until a later date. Councilmember Lankford said yes, but thinks Council needs to think about what the City can do to help the vacant house issue.

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.

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 Freese 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*

C. Storm Water Management Program (Maintenance)

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**

D. Digester Basin Grit Removal

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**

E. Goode Company Lease

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**

F. Pedestrian Bridges Rehabilitation Project

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**

G. Colonial Park East Improvements

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**

Councilmember Lankford requested that Item F be removed for discussion.

Councilmember Barnes moved to approve Items A-G with the exception of F. Councilmember Sobash seconded the motion. **MOTION PASSED.**

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

Councilmember Lankford said regarding Item F it is being requested that the bid be awarded to the third highest bidder. She said for whatever reason award to the first company did not work out, but she is wondering why it was offered to the third lowest bidder rather the second lowest bidder.

Public Works Director Barrera explained that the award to the first company was eliminated because they did not meet the requirement of the proposal as stated. The second lowest bidder's proposal included products of lesser quality than original proposed and chose not to meet the standards. Therefore, the bid was rejected for convenience as suggested by the City Attorney. Staff negotiated with the third lowest bidder and after negotiations they reduced their bid to \$500 over the budgeted amount. City Manager Beach noted that the law was followed.

With no other questions, Councilmember Lankford moved to approve item F as was presented. Councilmember Barnes seconded the motion. **MOTION PASSED.**

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

13. Recess Regular Meeting to Convene Workshop on Drainage/Modeling Study

Matters related to the City's Drainage/Modeling Study. *Recommended Action: Discuss and take any desired action. Mr. Gerardo Barrera, Public Works Director*

Mayor Higley asked how long this would take. City Manager Beach said they will try and stick to the point. Mayor Higley asked that this item be postponed. City Manager said staff will schedule a special meeting.

Councilmember Sobash said for the record he would prefer to continue with the workshop tonight.

After a quick poll, it was decided to adjourn the meeting and schedule a workshop discuss this item.

14. Adjourn Workshop and Reconvene Regular Meeting

Not applicable.

15. Adjourn Regular Meeting

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

Councilmember Barnes moved to adjourn the meeting at 9:50 p.m. Councilmember Lankford 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 to obtain a copy.

Prepared by: City Secretary Thelma A. Gilliam

Approved by City Council on: _____

Attached: Public Safety Presentation
Email from Cynthia Johnson re Noise Ordinance

Exhibit to 7/13/22 Minutes

Public Safety Discussion

City Council Workshop

July 13, 2020

Police Activity 2015 - 2020

2

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

3

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

5

- 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

6

- 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



- 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

8

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

9

- 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

10

- 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

11

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

12

- 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.

- 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

14

- 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

15

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

16

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

Thelma A. Gilliam

From: Cynthia Johnson [REDACTED]
Sent: Monday, July 13, 2020 10:17 AM
To: Thelma A. Gilliam
Subject: comments for City Council re noise ordinance

Exhibit to 07/13/2020 Minutes

July 13, 2020

Dear Ms. Gilliam:

I would like to express my support for the proposed increase in quiet hours to begin at 6 p.m. on weekdays and the decibel limitation on equipment in Option B, along with retention of the prohibition of lawn equipment use during quiet hours, as is the case in the current ordinance.

I was dismayed to see the report of the Zoning and Planning Commission following the meeting held July 9, 2020.

The reasons given for their decision are mere speculation and assumption. In addition, the Commission indicated no acknowledgement of the point of view of residents who are seeking relief from noise disturbance, prioritizing instead what they suppose the needs and opinions of contractors may be.

Their first point is undermined by the statement that blowers run for so short an amount of time that police could not arrive in time to determine if there was a violation. In fact, blowers often run for extended periods of time and West U is a small city. More important, if need to respond quickly were a reason not to have a rule or a law, we would not have protection against most of the crimes and other violations that occur in our city. Rapid response is probably a given in most of the calls the police receive, and I leave it to them to prioritize their responses appropriately. Need for quick response is not unique to enforcement of lawn equipment regulations. In any case, it is not a reason not to restrict unreasonable noise.

The Commission expresses concern that contractors might need to purchase new equipment for use in West U. First, contractors may already own this kind of equipment. Quiet lawn care is a growing trend. Second, quiet blowers are not expensive. One "best seller" model at Home Depot is available for \$139.00. Contractors replace equipment continually; all they need to do is replace with equipment that can be used in West U if they do not already own this kind of equipment. Homeowners themselves may also own it and lend it to contractors tending their lawns.

They also speculate that this may result in an increase in charges for lawn care. How is this possible when the quieter blowers are not expensive? If a quiet model is not effective, why is it a best seller? How could it take longer to do the work when lawns are almost all small in West U, and we do not have heavy leaf fall in our region? We do not need the most powerful equipment available for the same reason we do not need riding mowers in West U.

Reasonable neighbors expect noise from time to time. It is unavoidable with a construction project, which has an end, or special work, such as tree trimming – or even a large gathering. But lawn care occurs every week and can disturb residents during the dinner hour, on weekends and on holidays in West U. It is out of control. Last year, not far from me there was work going on around mid-day on Thanksgiving.

I am not the only resident who has spoken publicly about this situation. I do not understand why the Commission would make a point of defending outmoded, dirty technology and ignoring resident concerns about quality of life.

I would like to see West U take a leadership role as a community and move toward cleaner, quieter care. We are fortunate that this is entirely possible by electing to extend quiet hours and limit equipment noise.

Would you please circulate this email to all Council members prior to the Monday Council meeting and see that it is reflected in the public comments section for the Council meeting in the meeting's minutes?

Best regards,

Cynthia

Cynthia J. Johnson
3805 Tennyson St.
City of West University Place, TX 77005
Tel. 713/839-1871



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

Meeting Date	07.27.2020	Agenda Item	9B
Approved by City Manager	Yes	Presenter(s)	H. Nicholson, Treasurer
Reviewed by City Attorney	Not Applicable	Department	Finance
Subject	Quarterly Investment Report		
Attachments	June 2020 Quarterly Investment Report		
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

Texas Government Code, Section 2256 (known as the Public Funds Investment Act or PFIA) requires that the City Council and City Manager receive quarterly investment reports.

The Quarterly Report ending June 30, 2020 meets the requirements established by the PFIA and the investment strategies outlined in the City's Investment Policy.

Recommended Action

Staff recommends that City Council accept the City's June 2020 Quarterly Investment Report.



City of
**West University
Place**

QUARTERLY INVESTMENT REPORT

JUNE 30, 2020

Presented July 27, 2020

ECONOMIC SUMMARY - June 2020

- The Federal Reserve convened twice during the second quarter. The overnight funds target rate remains unchanged at 0.25%. The last decrease from 1.25% to 0.25% was during the first quarter of 2020. The current rate is a direct result of the COVID-19 pandemic affecting the United States and the world. The latest guidance from the Federal Reserve is that the COVID-19 pandemic has greatly affected economic growth and the overall economy. At the present time the full impact is still unknown. The federal reserve is closely monitoring the situation. Future rate and monetary policy decisions will be made based on careful consideration. The market shares the view of the Federal Reserve at this time. The City has already seen the effects of the rate reductions and outlook, with TexPool's interest rate decreasing from 0.5514% at the beginning of the quarter to 0.2129% as of June 30, 2020.
- Metro Houston lost 265,700 jobs from April 2019 to April 2020 which was a decrease of 8.5%. The national average during the same time period was 12.9%. The Bureau of Labor Statistics noted that in regards to the 12 largest metropolitan areas in the country, Houston ranked 3rd in the least percentage job loss. The unemployment rate for the Houston MSA for May 2020 was 13.9% compared to 13.0% for the State and 13.3% nationwide. Note that due to COVID-19 significant increases in unemployment claims have been realized as compared to the first quarter (Houston - 3.9%, State - 3.5%, Nationwide - 3.5%).
- Consumer Price Index for the Houston MSA core based statistical area were up 1.1% in May and June and decreased 0.2% over last year, for all items. Excluding energy (motor fuels and electricity) and food, CPI is up 0.8% over last year.

PORTFOLIO TRANSACTIONS : For the Quarter Ended June 2020

- Total Book Value of the City's portfolio decreased by \$3,207,852 from \$39.2 million to \$36.0 million for the quarter, mainly due to operating expenditures exceeding receipts for property, sales and franchise taxes as well as charges for services. This is typical for this time of year since the majority of the City's revenue is derived from Property Tax receipts which the City mostly receives during the 1st and 4th quarter of each year.
- Investments in TexPool decreased by \$2,393,587 for the quarter, from \$30.4 million to \$28.0 million as the City moved funds into the operating cash account for operating expenditures as noted above. Cash in JP Morgan Chase Bank decreased by \$805,797 for the quarter, from \$1.7M to \$0.9M mainly due to timing differences for operating cash needs at the end of each period. Investments in securities remained the same at \$7.0 million due to the current low rates offered in Treasury and Agency investments versus the rate available in TexPool. The City's average yield to maturity decreased from 1.096% in March to 0.514% by June mainly as a result of the rate decreases noted.

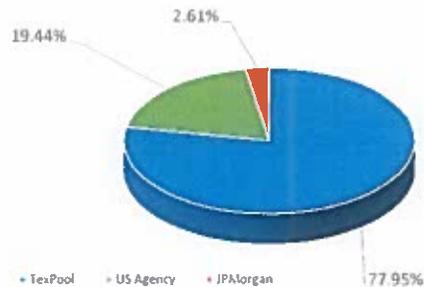
CITY OF WEST UNIVERSITY PLACE

Quarterly Investment Report

Period Ending: June 30, 2020



Security Sector



		<u>March 31, 2020</u>	<u>June 30, 2020</u>
		Beginning Balance	Ending Balance
CASH AND INVESTMENT POOLS			
JPMorgan Chase Bank *	Market Value	1,744,797.20	938,999.77
TexPool	Market Value	30,458,170.71	28,064,584.12
AGENCY SECURITIES			
	Book Value	7,016,569.97	7,008,002.22
	Market Value	7,064,540.00	7,027,950.00
	Par Value	7,000,000.00	7,000,000.00
TOTAL PORTFOLIO			
	Book Value	39,219,537.88	36,011,586.11
	Market Value	39,267,507.91	36,031,533.89
	Par Value	39,202,967.91	36,003,583.89
	Weighted Average Call/Maturity (in Days) **		14
	Weighted Average Maturity (in Days) **		14
	Weighted Average Yield to Maturity **		0.5140%
	Earnings / Current Year to Date		201,373.04
	Accrued Interest		54,032.73
COMPARATIVE YIELDS			
	Treasury Bill / 3 Month		0.1600%
	Treasury Bill / 6 Month		0.1800%
	Treasury Note / 2 Year		0.1900%

* Bank Statement Balance

This report is presented in accordance with the Texas Government Code Title 10 / Section 2256.023.

The below signed hereby certify that, to the best of their knowledge on the date this report was generated, the City of West University Place is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of the City of West University Place.


 Harrison Nicholson
 Treasurer


 Katherine DuBose
 Finance Director

City of West University Place
 Portfolio Holdings
 01 Monthly Investment Report - Part B
 Report Format: By Transaction
 Group By: Security Sector
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 6/30/2020

Description	CUSIP/ Ticker	Settlement Date	Face Amount/ Shares	Cost Value	Market Value	Book Value	YTM @ Cost	Maturity Date	Days To Maturity	Accrued Interest
Cash										
JPMorgan Chase Cash	CASH8159	12/31/2015	938,999.77	938,999.77	938,999.77	938,999.77	0.000	N/A	1	
Sub Total / Average Cash			938,999.77	938,999.77	938,999.77	938,999.77	0.000		1	0.00
Local Government Investment Pool										
LGIP LGIP	TEXPOOL	09/30/2008	28,064,584.12	28,064,584.12	28,064,584.12	28,064,584.12	0.217	N/A	1	
Sub Total / Average Local Government Investment Pool			28,064,584.12	28,064,584.12	28,064,584.12	28,064,584.12	0.217		1	0.00
US Agency										
FNMA 1.5 7/30/2020	3135G0T60	07/23/2019	2,000,000.00	1,990,716.16	2,002,600.00	1,999,241.10	1.962	07/30/2020	30	12,500.00
Sub Total / Average US Agency			2,000,000.00	1,990,716.16	2,002,600.00	1,999,241.10	1.962		30	12,500.00
US Treasury										
T-Note 2.375 4/15/2021	9128284G2	10/02/2019	1,000,000.00	1,011,036.20	1,017,270.00	1,005,685.32	1.644	04/15/2021	289	4,931.69
T-Note 2.625 7/31/2020	912828Y46	10/02/2019	2,000,000.00	2,013,649.86	2,004,040.00	2,001,396.52	1.790	07/31/2020	31	21,778.85
T-Note 2.625 7/31/2020	912828Y46	10/18/2019	2,000,000.00	2,015,546.88	2,004,040.00	2,001,679.28	1.623	07/31/2020	31	21,778.85
Sub Total / Average US Treasury			5,000,000.00	5,040,232.94	5,025,350.00	5,008,761.12	1.694		83	48,489.39
Total / Average			36,003,583.89	36,034,532.99	36,031,533.89	36,011,586.11	0.513		14	60,989.39

City of West University Place
Date To Date
MONTHLY Investment Report - Summary Page
Report Format: By Transaction
Group By: Security Sector
Portfolio / Report Group: All Portfolios
Begin Date: 3/31/2020, End Date: 6/30/2020

Description	CUSIP/ Ticker	Settlement Date	Maturity Date	Beginning MV	Ending MV	Beginning BV	Ending BV	Beginning Face Amount/ Shares	Ending Face Amount/ Shares	Ending Days To Call/ Maturity	Ending Days To Maturity	Ending YTM @ Cost	Interest Earned During Period- BV	Ending Market Accrued Interest
Cash														
JPMorgan Chase Cash	CASH8159	12/31/2015	N/A	1,744,797.20	938,999.77	1,744,797.20	938,999.77	1,744,797.20	938,999.77	1	1	0.000	0.00	N/A
Sub Total/Average Cash				1,744,797.20	938,999.77	1,744,797.20	938,999.77	1,744,797.20	938,999.77	1	1	0.000	0.00	0.00
Local Government Investment Pool														
LGIP LGIP	TEXPOOL	09/30/2008	N/A	30,458,170.71	28,064,584.12	30,458,170.71	28,064,584.12	30,458,170.71	28,064,584.12	1	1	0.217	22,945.43	N/A
Sub Total/Average Local Government Investment Pool				30,458,170.71	28,064,584.12	30,458,170.71	28,064,584.12	30,458,170.71	28,064,584.12	1	1	0.217	22,945.43	0.00
US Agency														
FNMA 1.5 7/30/2020	3135G0T60	07/23/2019	07/30/2020	2,003,880.00	2,002,600.00	1,996,989.71	1,999,241.10	2,000,000.00	2,000,000.00	30	30	1.962	9,751.39	12,500.00
Sub Total/Average US Agency				2,003,880.00	2,002,600.00	1,996,989.71	1,999,241.10	2,000,000.00	2,000,000.00	30	30	1.962	9,751.39	12,500.00
US Treasury														
T-Note 2.375 4/15/2021	9128284G2	10/02/2019	04/15/2021	1,023,160.00	1,017,270.00	1,007,475.50	1,005,685.32	1,000,000.00	1,000,000.00	289	289	1.644	4,114.87	4,931.69
T-Note 2.625 7/31/2020	912828Y46	10/02/2019	07/31/2020	2,018,750.00	2,004,040.00	2,005,495.98	2,001,396.52	2,000,000.00	2,000,000.00	31	31	1.790	9,025.54	21,778.85
T-Note 2.625 7/31/2020	912828Y46	10/18/2019	07/31/2020	2,018,750.00	2,004,040.00	2,006,608.78	2,001,679.28	2,000,000.00	2,000,000.00	31	31	1.623	8,195.50	21,778.85
Sub Total/Average US Treasury				5,060,660.00	5,025,350.00	5,019,580.26	5,008,761.12	5,000,000.00	5,000,000.00	83	83	1.694	21,335.91	48,489.39
Total / Average				39,267,507.91	36,031,533.89	39,219,537.88	36,011,586.11	39,202,967.91	36,003,583.89	14	14	0.514	54,032.73	60,989.39

City of West University Place
Date To Date
01 Monthly Investment Report - Part A
Report Format: By Transaction
Group By: Security Sector
Portfolio / Report Group: All Portfolios
Begin Date: 3/31/2020, End Date: 6/30/2020

Description	CUSIP/ Ticker	Beginning Face Amount/ Shares	Ending Face Amount/ Shares	Beginning MV	Ending MV	Beginning BV	Ending BV	Beginning YTM @ Cost	Ending YTM @ Cost	Ending Market Accrued Interest	Interest/ Dividends	Interest Earned During Period-BV
Cash												
JPMorgan Chase Cash	CASH8159	1,744,797.20	938,999.77	1,744,797.20	938,999.77	1,744,797.20	938,999.77	0.000	0.000	N/A	0.00	0.00
Sub Total/Average Cash		1,744,797.20	938,999.77	1,744,797.20	938,999.77	1,744,797.20	938,999.77	0.000	0.000	0.00	0.00	0.00
Local Government Investment Pool												
LGIP LGIP	TEXPOOL	30,458,170.71	28,064,584.12	30,458,170.71	28,064,584.12	30,458,170.71	28,064,584.12	1.003	0.217	N/A	22,945.43	22,945.43
Sub Total/Average Local Government Investment Pool		30,458,170.71	28,064,584.12	30,458,170.71	28,064,584.12	30,458,170.71	28,064,584.12	1.003	0.217	0.00	22,945.43	22,945.43
US Agency												
FNMA 1.5 7/30/2020	3135G0T60	2,000,000.00	2,000,000.00	2,003,880.00	2,002,600.00	1,996,989.71	1,999,241.10	1.962	1.962	12,500.00	0.00	9,751.39
Sub Total/Average US Agency		2,000,000.00	2,000,000.00	2,003,880.00	2,002,600.00	1,996,989.71	1,999,241.10	1.962	1.962	12,500.00	0.00	9,751.39
US Treasury												
T-Note 2.375 4/15/2021	9128284G2	1,000,000.00	1,000,000.00	1,023,160.00	1,017,270.00	1,007,475.50	1,005,685.32	1.644	1.644	4,931.69	11,875.00	4,114.87
T-Note 2.625 7/31/2020	912828Y46	2,000,000.00	2,000,000.00	2,018,750.00	2,004,040.00	2,005,495.98	2,001,396.52	1.790	1.790	21,778.85	0.00	9,025.54
T-Note 2.625 7/31/2020	912828Y46	2,000,000.00	2,000,000.00	2,018,750.00	2,004,040.00	2,006,608.78	2,001,679.28	1.623	1.623	21,778.85	0.00	8,195.50
Sub Total/Average US Treasury		5,000,000.00	5,000,000.00	5,060,660.00	5,025,350.00	5,019,580.26	5,008,761.12	1.694	1.694	48,489.39	11,875.00	21,335.91
Total / Average		39,202,967.91	36,003,583.89	39,267,507.91	36,031,533.89	39,219,537.88	36,011,586.11	1.096	0.514	60,989.39	34,820.43	54,032.73

City of West University Place
Transactions Summary
MONTHLY Transaction Summary - by Action
Group By: Action
Portfolio / Report Group: All Portfolios
Begin Date: 03/31/2020, End Date: 06/30/2020

Description	CUSIP/ Ticker	Coupon Rate	Security Sector	Security Type	Maturity Date	Settlement Date	Trade Date	Face Amount/ Shares	Principal	Interest/ Dividends	Total	Price	YTM @ Cost
Deposit													
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	05/29/2020	05/29/2020	764,098.17	764,098.17	0.00	764,098.17	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/30/2020	06/30/2020	4,987.61	4,987.61	0.00	4,987.61	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/23/2020	06/23/2020	2,080.46	2,080.46	0.00	2,080.46	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/23/2020	06/23/2020	3,301.66	3,301.66	0.00	3,301.66	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/19/2020	06/19/2020	136.40	136.40	0.00	136.40	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/19/2020	06/19/2020	216.48	216.48	0.00	216.48	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/16/2020	06/16/2020	1,611.78	1,611.78	0.00	1,611.78	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/16/2020	06/16/2020	2,558.09	2,558.09	0.00	2,558.09	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/11/2020	06/11/2020	13,016.46	13,016.46	0.00	13,016.46	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/11/2020	06/11/2020	20,658.18	20,658.18	0.00	20,658.18	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/08/2020	06/08/2020	53.14	53.14	0.00	53.14	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/05/2020	06/05/2020	18,430.04	18,430.04	0.00	18,430.04	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/05/2020	06/05/2020	29,316.37	29,316.37	0.00	29,316.37	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/29/2020	05/29/2020	6,565.13	6,565.13	0.00	6,565.13	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/22/2020	05/22/2020	4,451.25	4,451.25	0.00	4,451.25	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/22/2020	05/22/2020	7,071.63	7,071.63	0.00	7,071.63	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/19/2020	05/19/2020	1,937.06	1,937.06	0.00	1,937.06	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/19/2020	05/19/2020	3,054.86	3,054.86	0.00	3,054.86	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/14/2020	05/14/2020	1,804.35	1,804.35	0.00	1,804.35	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/14/2020	05/14/2020	2,863.70	2,863.70	0.00	2,863.70	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/11/2020	05/11/2020	12,897.67	12,897.67	0.00	12,897.67	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/11/2020	05/11/2020	20,458.74	20,458.74	0.00	20,458.74	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/08/2020	05/08/2020	10.08	10.08	0.00	10.08	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/07/2020	05/07/2020	14,319.91	14,319.91	0.00	14,319.91	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/07/2020	05/07/2020	22,727.15	22,727.15	0.00	22,727.15	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/30/2020	04/30/2020	11,392.69	11,392.69	0.00	11,392.69	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/28/2020	04/28/2020	2,394.55	2,394.55	0.00	2,394.55	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/28/2020	04/28/2020	3,825.31	3,825.31	0.00	3,825.31	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/23/2020	04/23/2020	3,402.93	3,402.93	0.00	3,402.93	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/23/2020	04/23/2020	5,400.81	5,400.81	0.00	5,400.81	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/21/2020	04/21/2020	877.56	877.56	0.00	877.56	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/21/2020	04/21/2020	1,388.57	1,388.57	0.00	1,388.57	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/15/2020	04/15/2020	113.96	113.96	0.00	113.96	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/15/2020	04/15/2020	180.86	180.86	0.00	180.86	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/09/2020	04/09/2020	17,812.88	17,812.88	0.00	17,812.88	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/09/2020	04/09/2020	28,216.84	28,216.84	0.00	28,216.84	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/03/2020	04/03/2020	14,249.76	14,249.76	0.00	14,249.76	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/03/2020	04/03/2020	22,628.49	22,628.49	0.00	22,628.49	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/02/2020	04/02/2020	800,000.00	800,000.00	0.00	800,000.00	100	0.000
Sub Total / Average Deposit								1,870,511.58	1,870,511.58	0.00	1,870,511.58		

Interest														
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	06/30/2020	06/30/2020	0.00	0.00	4,987.61	4,987.61		0.000	
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/29/2020	05/29/2020	0.00	0.00	6,565.13	6,565.13		0.000	
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/30/2020	04/30/2020	0.00	0.00	11,392.69	11,392.69		0.000	
T-Note 2.375 4/15/2021	9128284G2	2.375	US Treasury	Treasury Note	04/15/2021	04/15/2020	04/15/2020	0.00	0.00	11,875.00	11,875.00		0.000	
Sub Total / Average Interest										0.00	0.00	34,820.43	34,820.43	
Withdraw														
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	06/29/2020	06/29/2020	296,292.02	296,292.02	0.00	296,292.02	0	0.000	
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	04/30/2020	04/30/2020	1,273,603.58	1,273,603.58	0.00	1,273,603.58	0	0.000	
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/19/2020	05/19/2020	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0	0.000	
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	05/07/2020	05/07/2020	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0	0.000	
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/15/2020	04/15/2020	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0	0.000	
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	04/08/2020	04/08/2020	500,000.00	500,000.00	0.00	500,000.00	0	0.000	
Sub Total / Average Withdraw										5,069,895.60	5,069,895.60	0.00	5,069,895.60	



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

Meeting Date	7.27.2020	Agenda Item	9C
Approved by City Manager	Yes	Presenter(s)	Richard Wilson, ZPC Chair
Reviewed by City Attorney	Yes	Department	Zoning and Planning Commission
Subject	Amendments to Lighting Ordinance		
Attachments	Proposed Ordinance – Chapter 54 Article IX Section 54-216 to 54-220		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

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 to Council for consideration at its meeting of July 13, 2020.

Key areas revised in the Chapter included:

- 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

After discussion during first reading of the ordinance, revisions were proposed and approved and have been incorporated into the attached ordinance.

Recommended Action

Staff recommends that City Council approve the amendment to Chapter 54, Article IX on the second and final reading of this ordinance.

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: _____
City Secretary (Seal)

Signed: _____
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	7.27.2020	Agenda Item	9D
Approved by City Manager	Yes	Presenter(s)	Richard Wilson, ZPC Chair
Reviewed by City Attorney	Yes	Department	Zoning and Planning Commission
Subject	Amendments to Noise Ordinance		
Attachments	Proposed Ordinance Amending Chapter 54, Article II		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

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 an ordinance that was presented to Council for consideration on first reading at its July 13, 2020 meeting.

Key revisions in the Chapter included:

- 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 provided two options for Council’s consideration to amend the noise ordinance – Option 1 increased the residential quiet hours and Option 2 established a decibel limit for lawn equipment. After discussion, revisions were proposed and approved on first reading and have been incorporated into the attached ordinance.

Recommended Action

Staff recommends that City Council approve the amendment to Chapter 54, Article II on the second and final reading of this ordinance.

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)(15) as adopted herein shall take effect six (6) months after adoption of this Ordinance.

PASSED, APPROVED AND ADOPTED ON FIRST READING on the 13th day of July, 2020.

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

Attest: _____
City Secretary (Seal)

Signed: _____
Mayor

Recommended: _____
City Manager

Approved as to legal form: _____
City Attorney

Appendix "A"

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.
- (13) The sound made by leaf blowers, lawnmowers and other lawn and garden maintenance equipment when operated during Residential Quiet Hours.
- (14) The sound made by lawnmowers or other lawn and garden equipment excluding leaf blowers operated outside Residential Quiet Hours that exceeds 85 dB(A) measured at 25 feet from such equipment.
- (15) The sound made by any leaf blower operated outside Residential Quiet Hours that exceeds 70 dB(A) from a distance of 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, and for the purpose of clarity, the lack of such certification shall be a violation of this subsection.

(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 Section 54-41.

Amend Chapter 1, General Provisions, Section 1-3(18) as follows:

(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, <u>Independence Day</u> , and <u>any City Holiday on which there is no curbside trash collection whenever corresponding Friday or Monday on which the city observes that holiday:</u>	Before 12:00 noon or after 8 5:00 p.m.



AGENDA MEMO

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

Meeting Date	07.27.2020	Agenda Item	9E
Approved by City Manager	Yes	Presenter(s)	K. DuBose, Director
Reviewed by City Attorney	Yes	Department	Finance
Subject	Truth-in-Taxation Designation		
Attachments	Resolution		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

On January, 28, 2008, the City entered into an agreement with the Harris County Tax Assessor-Collector to assess and collect ad valorem taxes on the City’s behalf. Although not specifically addressed in the agreement, the Harris County Tax Assessor-Collector also provides tax calculations to meet Truth-in-Taxation requirements.

With the passage of Senate Bill 2, the following section has been included to require the governing body to designate an officer or employee to perform the calculations to meet Truth-in-Taxation requirements.

Section 26.04 (c):

“After the assessor for the taxing unit submits the appraisal roll for the taxing unit to the governing body of the taxing unit as required by Subsection (b), an officer or employee designated by the governing body shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the taxing unit”

Recommended Action

Staff recommends that City Council approve the Resolution to designate the Harris County Tax Assessor-Collector’s Office to calculate, sign and submit all necessary information in connection with “Truth-in-Taxation”.

City of West University Place
Harris County, Texas

RESOLUTION NO. XXXX

A RESOLUTION DESIGNATING THE HARRIS COUNTY TAX ASSESSOR-COLLECTOR'S OFFICE TO CALCULATE, SIGN AND SUBMIT ALL NECESSARY INFORMATION IN CONNECTION WITH THE TEXAS "TRUTH IN TAXATION" LEGISLATION AS REQUIRED BY THE TEXAS TAX CODE.

THE STATE OF TEXAS	§
COUNTY OF HARRIS	§
CITY OF WEST UNIVERSITY PLACE, TEXAS	§

WHEREAS, Section 26.04 of the Texas Tax Code was amended by Senate Bill 2, Texas Legislature, 86th Regular Session, to include new requirements related to the calculations for property tax rates; and

WHEREAS, Section 26.04 of the Texas Tax Code now requires the City Council of the City of West University Place, Texas (the "City") to designate an officer or employee to perform various tax rate calculations for the City; and

WHEREAS, the Harris County Tax Assessor-Collector's Office has agreed to perform the necessary tax rate calculations for the City.

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

1. THAT the City Council of the City of West University Place, Texas designates the Harris County Tax Assessor-Collector's Office to calculate, sign and submit all necessary information in connection with the Texas "Truth In Taxation" legislation as required by the Texas Tax Code.
2. THAT this Resolution is effective immediately upon its passage.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED, this the ____ day of July, 2020.

CITY OF WEST UNIVERSITY PLACE, TEXAS

Mayor

ATTEST:

City Secretary

RECOMMENDED BY:

City Manager

APPROVED AS TO FORM:

City Attorney



AGENDA MEMO

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

Meeting Date	07.27.2020	Agenda Item	9F
Approved by City Manager	Yes	Presenter(s)	G. Barrera, Director
Reviewed by City Attorney	Yes	Department	Public Works
Subject	SCADA System Upgrade and Replacement		
Attachments	General Services Contract – HPI Energy Services, LLC.		
Financial Information	Expenditure Required:	\$85,000	
	Amount Budgeted:	\$95,000	
	Account Number:	325-7000-85010	
	Additional Appropriation Required:	N/A	
	Additional Account Number:	N/A	

Executive Summary

The City solicited bids for the upgrade and replacement of the Supervisory Control and Data Acquisition (SCADA) system for the water distribution system. SCADA is a computer system used by operations and management that provides assurance that the water distribution system is operating properly as well as affords staff the ability to remotely diagnose any potential issues.

The City received the following 8 bids for this project:

Bidders	BASE	ADD ALT	TOTAL
HPI Services	\$ 65,940.00	\$ 21,996.00	\$ 87,936.00
K2 Services	\$ 78,979.00	\$ 18,550.00	\$ 97,529.00
Control Panels USA	\$ 55,600.00	\$ 50,440.00	\$ 106,040.00
Prime Controls	\$ 79,221.00	\$ 58,763.00	\$ 137,984.00
Tesco Controls	\$ 112,179.00	\$ 57,195.00	\$ 169,374.00
Wingo Services Co.	\$ 147,000.00	\$ 51,000.00	\$ 198,000.00
EN Automation	\$ 136,616.93	\$ 96,753.19	\$ 233,370.12
Cleary Zimmerman	\$ 162,020.00	\$ 103,447.50	\$ 265,467.50

After extensive review of the qualifications and experience with similar projects for all bids received, both City staff and the City Engineer recommend HPI Energy Services, Inc., be awarded this project. HPI Services, LLC has over 20 years of experience interfacing with municipal clients and has completed similar projects ranging from \$78,000-\$758,000.

Approval is being requested for HPI Energy’s proposed bid, not including add alternate #6, which reduces the \$87,936 contract amount by \$6,930; but, with an added contingency (\$3,994) for a proposed total of \$85,000.

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

Recommended Action

Staff recommends that City Council award the contract to HPI Services, LLC in the amount of \$85,000 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: HPI ENERGY SERVICES, LLC

Description of Services: Replacement and Upgrade of the City’s SCADA System for Water Distribution System

Base Services: \$85,000 (\$81,006 plus 5% contingency)

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

Effective Date: _____

Termination Date: _____

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

CITY OF WEST UNIVERSITY PLACE:*

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

____ Council Approved on ____/____/____

____ City Manager

____ Department Head

____ Division Head

*Contract Signature Authority:

Division Head - \$2,999 or less

Department Head - \$3,000 to \$14,999

City Manager - \$15,000 to \$50,000

Over \$50,000 – Council approval required

Attest: City Secretary

III. *Standard Contractual Provisions.*

A. Definitions.

Contract means this General Services Contract.

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

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

C. Termination Provisions.

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

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

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

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

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

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

- G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

IV. *Special Terms or Conditions.*

- A. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.
- B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section IV B applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship
- C. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Contract neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

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

A. Contractor's Additional Contract Documents:

1. ***Official Bid Packet***

B. City's Additional Contract Documents:

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

END OF DOCUMENT

July 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 Water System SCADA System Upgrade and Replacement
IDS Project No. 2348-001-00, Bid PW20-05

Dear Mr. Barrera:

In accordance with your instructions, bids were opened and read on June 25, 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 HPI Energy Services as the best value to complete the scope of work identified in the contract documents.

We, therefore, recommend award of the contract to HPI Energy Services, LLC for in the amount of \$81,006.00 which includes the Base Bid and Alternates 1, 2, 3, 4, 6 and 7. The 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, P.E., PMP, ENV SP
Senior Project Manager

\\FS3\Projects\2300\234800100 City Engineer for City of West U Place\CPS\Contracts\04 Water System SCADA PW20-05\CPS\CPS\060 Corres\Recommendation of Award_HPI.docx

Water System SCADA System Upgrade and Replacement
City of West University Place
Project No. 2348-001-00 (PW20-05)

Item	Description	Unit	Quantity	Bidder No. 1		Bidder No. 2	
				Control Panels USA	Total	HPI Energy Services, LLC	Total
				Unit Price	Total	Unit Price	Total
Base Bid							
1	RECOVERY AND VERIFICATION OF EXISTING PLC PROGRAMMING, WATER PLANT AND WATER FACILITIES SCADA SYSTEM EVALUATION, SCADA UPGRADE/REPLACEMENT DESIGN, SCADA COMPONENT FABRICATION, SCADA PROGRAM DEVELOPMENT, SCADA COMPONENT INSTALLATION/INTEGRATION/TESTING, INITIAL WEST UNIVERSITY PLACE STAFF TRAINING, OPERATIONS MANUAL DELIVERY, AND CLEANING UP CONSISTENT WITH THE NARRATIVE SCOPE OF WORK AND THE CITY OF WEST UNIVERSTIY PLACE CONTRACTOR'S TERMS AND CONDITIONS.	L.S.	1	\$53,200.00	\$53,200.00	\$53,940.00	\$53,940.00
2	FOLLOWING ACCEPTANCE, PROVIDE A ONE-YEAR (1) WARRANTY/MAINTENACE/TECHNICAL SUPPORT PERIOD AND SINGLE FOLLOW UP TRAINING FOR WEST UNIVERSITY PLACE STAFF CONSITENT WITH THE NARRATIVE SCOPE OF WORK. COST SHALL INCLUDE ITEMS FOR THE TWELVE (12) MONTHS OF SUPPORT AND PAYMENT WILL BE BASED UPON MONTHS OF PERIOD USED AT TIME OF CONTRACTOR'S INVOICE SUBMITTAL.	Month	12	\$200.00	\$2,400.00	\$1,000.00	\$12,000.00
Total					\$55,600.00		\$65,940.00

Water System SCADA System Upgrade and Replacement
City of West University Place
Project No. 2348-001-00 (PW20-05)

Item	Description	Unit	Quantity	Bidder No. 1		Bidder No. 2	
				Control Panels USA	Total	HPI Energy Services, LLC	Total
				Unit Price	Total	Unit Price	Total
Alternate Bids							
Add #1	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY AT WAKEFOREST AND MILTON WATER PLANTS FOR A) GENERATOR RUN STATUS; B) TRANSFER SWITCH STATUS.	LS	1	\$3,050.00	\$3,050.00	\$2,156.00	\$2,156.00
Add #2	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR BOOSTER PUMP MOTOR AMPERAGES FOR A TOTAL OF SIX (6) EXISTING BOOSTER PUMPS (4 LOCATED AT MILTON WATER PLANT AND 2 LOCATED AT WAKEFOREST WATER PLANT) WITH ABILITY TO MONITOR VARIABLE SPEED DRIVE CONTROLLED PUMPS, WITH EXPANSION CAPABILITY FOR AN ADDITIONAL PUMP AT THE MILTON WATER PLANT.	LS	1	\$9,000.00	\$9,000.00	\$3,855.00	\$3,855.00
Add #3	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR WATER WELL MOTOR AMPERAGES FOR THE WATER WELLS LOCATED AT WAKEFOREST AND MILTON WATER PLANTS (2 WELLS) WITH EXPANSION CAPABILITY IN THE MAIN CONTROL SYSTEM FOR AN ADDITIONAL WATER WELL SITE.	LS	1	\$3,800.00	\$3,800.00	\$1,820.00	\$1,820.00
Add #4	PROVIDE INTEGRATION INTO SCADA SYSTEM AT MILTON & WAKEFOREST PLANTS OF A) LAS PUMP ON/OFF STATUS; B) LAS DRUM SCALE WEIGHT; C) (2) 150 LB CYLINDER WEIGHT SCALES	LS	1	\$6,800.00	\$6,800.00	\$2,205.00	\$2,205.00
Add #5	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO THE SCADA SYSTEM CELLULAR BACK UP COMMUNICATIONS TO THE WATER PLANTS AND ELEVATED STORAGE TANK FACILITIES.	LS	1	\$17,850.00	\$17,850.00	\$6,930.00	\$6,930.00
Add #6	PROVIDE IN THE SCADA PROGRAMMING THE ABILITY TO GENERATE/DISPLAY DAILY AUTOMATED REPORTS FOR ITEMS SUCH AS DISTRIBUTION SYSTEM PRESSURE AVERAGES, PRODUCTION TOTALS, GALLONS DISTRIBUTED AND MOTOR AMPERAGES, ETC. REPORTS SHALL BE CAPABLE OF BEING EXPORTED IN EXCEL FORMAT.	LS	1	\$6,480.00	\$6,480.00	\$930.00	\$930.00
Add #7	PROVIDE A SPARE SCADAPAK 32 MODULE. COPIES OF THE SOFTWARE PROGRAM SHALL BE PROVIDED TO THE CITY.	EA	1	\$3,460.00	\$3,460.00	\$4,100.00	\$4,100.00
Total					\$50,440.00		\$21,996.00

HPI BID TOTAL WITH ADD ALT 1-4, 6,7 = \$81,006

Water System SCADA System Upgrade and Replacement
City of West University Place
Project No. 2348-001-00 (PW20-05)

Item	Description	Unit	Quantity	Bidder No. 3 K2 Services, LLC.		Bidder No. 4 Prime Controls	
				Unit Price	Total	Unit Price	Total
Base Bid							
1	RECOVERY AND VERIFICATION OF EXISTING PLC PROGRAMMING, WATER PLANT AND WATER FACILITIES SCADA SYSTEM EVALUATION, SCADA UPGRADE/REPLACEMENT DESIGN, SCADA COMPONENT FABRICATION, SCADA PROGRAM DEVELOPMENT, SCADA COMPONENT INSTALLATION/INTEGRATION/TESTING, INITIAL WEST UNIVERSITY PLACE STAFF TRAINING, OPERATIONS MANUAL DELIVERY, AND CLEANING UP CONSISTENT WITH THE NARRATIVE SCOPE OF WORK AND THE CITY OF WEST UNIVERSTIY PLACE CONTRACTOR'S TERMS AND CONDITIONS.	L.S.	1	\$63,979.00	\$63,979.00	\$61,053.00	\$61,053.00
2	FOLLOWING ACCEPTANCE, PROVIDE A ONE-YEAR (1) WARRANTY/MAINTENACE/TECHNICAL SUPPORT PERIOD AND SINGLE FOLLOW UP TRAINING FOR WEST UNIVERSITY PLACE STAFF CONSITENT WITH THE NARRATIVE SCOPE OF WORK. COST SHALL INCLUDE ITEMS FOR THE TWELVE (12) MONTHS OF SUPPORT AND PAYMENT WILL BE BASED UPON MONTHS OF PERIOD USED AT TIME OF CONTRACTOR'S INVOICE SUBMITTAL.	Month	12	\$1,250.00	\$15,000.00	\$1,514.00	\$18,168.00
Total					\$78,979.00		\$79,221.00

Water System SCADA System Upgrade and Replacement
City of West University Place
Project No. 2348-001-00 (PW20-05)

Item	Description	Unit	Quantity	Bidder No. 3		Bidder No. 4	
				K2 Services, LLC.		Prime Controls	
				Unit Price	Total	Unit Price	Total
Alternate Bids							
Add #1	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY AT WAKEFOREST AND MILTON WATER PLANTS FOR A) GENERATOR RUN STATUS; B) TRANSFER SWITCH STATUS.	LS	1	\$3,000.00	\$3,000.00	\$5,866.00	\$5,866.00
Add #2	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR BOOSTER PUMP MOTOR AMPERAGES FOR A TOTAL OF SIX (6) EXISTING BOOSTER PUMPS (4 LOCATED AT MILTON WATER PLANT AND 2 LOCATED AT WAKEFOREST WATER PLANT) WITH ABILITY TO MONITOR VARIABLE SPEED DRIVE CONTROLLED PUMPS, WITH EXPANSION CAPABILITY FOR AN ADDITIONAL PUMP AT THE MILTON WATER PLANT.	LS	1	\$1,650.00	\$1,650.00	\$18,593.00	\$18,593.00
Add #3	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR WATER WELL MOTOR AMPERAGES FOR THE WATER WELLS LOCATED AT WAKEFOREST AND MILTON WATER PLANTS (2 WELLS) WITH EXPANSION CAPABILITY IN THE MAIN CONTROL SYSTEM FOR AN ADDITIONAL WATER WELL SITE.	LS	1	\$1,300.00	\$1,300.00	\$8,709.00	\$8,709.00
Add #4	PROVIDE INTEGRATION INTO SCADA SYSTEM AT MILTON & WAKEFOREST PLANTS OF A) LAS PUMP ON/OFF STATUS; B) LAS DRUM SCALE WEIGHT; C) (2) 150 LB CYLINDER WEIGHT SCALES	LS	1	\$5,500.00	\$5,500.00	\$6,876.00	\$6,876.00
Add #5	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO THE SCADA SYSTEM CELLULAR BACK UP COMMUNICATIONS TO THE WATER PLANTS AND ELEVATED STORAGE TANK FACILITITES.	LS	1	\$3,000.00	\$3,000.00	\$8,267.00	\$8,267.00
Add #6	PROVIDE IN THE SCADA PROGRAMMING THE ABILITY TO GENERATE/DISPLAY DAILY AUTOMATED REPORTS FOR ITEMS SUCH AS DISTRIBUTION SYSTEM PRESSURE AVERAGES, PRODUCTION TOTALS, GALLONS DISTRIBUTED AND MOTOR AMPERAGES, ETC. REPORTS SHALL BE CAPABLE OF BEING EXPORTED IN EXCEL FORMAT.	LS	1	\$1,100.00	\$1,100.00	\$7,523.00	\$7,523.00
Add #7	PROVIDE A SPARE SCADAPAK 32 MODULE. COPIES OF THE SOFTWARE PROGRAM SHALL BE PROVIDED TO THE CITY.	EA	1	\$3,000.00	\$3,000.00	\$2,929.00	\$2,929.00
Total					\$18,550.00		\$58,763.00

Water System SCADA System Upgrade and Replacement
City of West University Place
Project No. 2348-001-00 (PW20-05)

Item	Description	Unit	Quantity	Bidder No. 5 Tesco Controls, Inc.		Bidder No.6 EN Automation	
				Unit Price	Total	Unit Price	Total
Base Bid							
1	RECOVERY AND VERIFICATION OF EXISTING PLC PROGRAMMING, WATER PLANT AND WATER FACILITIES SCADA SYSTEM EVALUATION, SCADA UPGRADE/REPLACEMENT DESIGN, SCADA COMPONENT FABRICATION, SCADA PROGRAM DEVELOPMENT, SCADA COMPONENT INSTALLATION/INTEGRATION/TESTING, INITIAL WEST UNIVERSITY PLACE STAFF TRAINING, OPERATIONS MANUAL DELIVERY, AND CLEANING UP CONSISTENT WITH THE NARRATIVE SCOPE OF WORK AND THE CITY OF WEST UNIVERSTIY PLACE CONTRACTOR'S TERMS AND CONDITIONS.	L.S.	1	\$89,667.00	\$89,667.00	\$97,169.57	\$97,169.57
2	FOLLOWING ACCEPTANCE, PROVIDE A ONE-YEAR (1) WARRANTY/MAINTENACE/TECHNICAL SUPPORT PERIOD AND SINGLE FOLLOW UP TRAINING FOR WEST UNIVERSITY PLACE STAFF CONSITENT WITH THE NARRATIVE SCOPE OF WORK. COST SHALL INCLUDE ITEMS FOR THE TWELVE (12) MONTHS OF SUPPORT AND PAYMENT WILL BE BASED UPON MONTHS OF PERIOD USED AT TIME OF CONTRACTOR'S INVOICE SUBMITTAL.	Month	12	\$1,876.00	\$22,512.00	\$3,287.28	\$39,447.36
Total					\$112,179.00		\$136,616.93

Water System SCADA System Upgrade and Replacement
City of West University Place
Project No. 2348-001-00 (PW20-05)

Item	Description	Unit	Quantity	Bidder No. 5		Bidder No.6	
				Tesco Controls, Inc.		EN Automation	
				Unit Price	Total	Unit Price	Total
Alternate Bids							
Add #1	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY AT WAKEFOREST AND MILTON WATER PLANTS FOR A) GENERATOR RUN STATUS; B) TRANSFER SWITCH STATUS.	LS	1	\$3,596.00	\$3,596.00	\$10,406.10	\$10,406.10
Add #2	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR BOOSTER PUMP MOTOR AMPERAGES FOR A TOTAL OF SIX (6) EXISTING BOOSTER PUMPS (4 LOCATED AT MILTON WATER PLANT AND 2 LOCATED AT WAKEFOREST WATER PLANT) WITH ABILITY TO MONITOR VARIABLE SPEED DRIVE CONTROLLED PUMPS, WITH EXPANSION CAPABILITY FOR AN ADDITIONAL PUMP AT THE MILTON WATER PLANT.	LS	1	\$9,300.00	\$9,300.00	\$25,004.90	\$25,004.90
Add #3	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR WATER WELL MOTOR AMPERAGES FOR THE WATER WELLS LOCATED AT WAKEFOREST AND MILTON WATER PLANTS (2 WELLS) WITH EXPANSION CAPABILITY IN THE MAIN CONTROL SYSTEM FOR AN ADDITIONAL WATER WELL SITE.	LS	1	\$13,082.00	\$13,082.00	\$20,252.38	\$20,252.38
Add #4	PROVIDE INTEGRATION INTO SCADA SYSTEM AT MILTON & WAKEFOREST PLANTS OF A) LAS PUMP ON/OFF STATUS; B) LAS DRUM SCALE WEIGHT; C) (2) 150 LB CYLINDER WEIGHT SCALES	LS	1	\$9,176.00	\$9,176.00	\$11,010.31	\$11,010.31
Add #5	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO THE SCADA SYSTEM CELLULAR BACK UP COMMUNICATIONS TO THE WATER PLANTS AND ELEVATED STORAGE TANK FACILITITES.	LS	1	\$15,748.00	\$15,748.00	\$18,694.17	\$18,694.17
Add #6	PROVIDE IN THE SCADA PROGRAMMING THE ABILITY TO GENERATE/DISPLAY DAILY AUTOMATED REPORTS FOR ITEMS SUCH AS DISTRIBUTION SYSTEM PRESSURE AVERAGES, PRODUCTION TOTALS, GALLONS DISTRIBUTED AND MOTOR AMPERAGES, ETC. REPORTS SHALL BE CAPABLE OF BEING EXPORTED IN EXCEL FORMAT.	LS	1	\$2,418.00	\$2,418.00	\$6,855.76	\$6,855.76
Add #7	PROVIDE A SPARE SCADAPAK 32 MODULE. COPIES OF THE SOFTWARE PROGRAM SHALL BE PROVIDED TO THE CITY.	EA	1	\$3,875.00	\$3,875.00	\$4,529.57	\$4,529.57
Total						\$57,195.00	\$96,753.19

Water System SCADA System Upgrade and Replacement
City of West University Place
Project No. 2348-001-00 (PW20-05)

Item	Description	Unit	Quantity	Bidder No. 7 Wingo Service Co., Inc.		Bidder No. 8 Cleary Zimmermann Engineers		
				Unit Price	Total	Unit Price	Total	
Base Bid								
1	RECOVERY AND VERIFICATION OF EXISTING PLC PROGRAMMING, WATER PLANT AND WATER FACILITIES SCADA SYSTEM EVALUATION, SCADA UPGRADE/REPLACEMENT DESIGN, SCADA COMPONENT FABRICATION, SCADA PROGRAM DEVELOPMENT, SCADA COMPONENT INSTALLATION/INTEGRATION/TESTING, INITIAL WEST UNIVERSITY PLACE STAFF TRAINING, OPERATIONS MANUAL DELIVERY, AND CLEANING UP CONSISTENT WITH THE NARRATIVE SCOPE OF WORK AND THE CITY OF WEST UNIVERSTIY PLACE CONTRACTOR'S TERMS AND CONDITIONS.	L.S.	1	\$135,000.00	\$135,000.00	\$108,020.00	\$108,020.00	
2	FOLLOWING ACCEPTANCE, PROVIDE A ONE-YEAR (1) WARRANTY/MAINTENACE/TECHNICAL SUPPORT PERIOD AND SINGLE FOLLOW UP TRAINING FOR WEST UNIVERSITY PLACE STAFF CONSITENT WITH THE NARRATIVE SCOPE OF WORK. COST SHALL INCLUDE ITEMS FOR THE TWELVE (12) MONTHS OF SUPPORT AND PAYMENT WILL BE BASED UPON MONTHS OF PERIOD USED AT TIME OF CONTRACTOR'S INVOICE SUBMITTAL.	Month	12	\$1,000.00	\$12,000.00	\$4,500.00	\$54,000.00	
Total					\$147,000.00		\$162,020.00	

Water System SCADA System Upgrade and Replacement
City of West University Place
Project No. 2348-001-00 (PW20-05)

Item	Description	Unit	Quantity	Bidder No. 7 Wingo Service Co., Inc.		Bidder No. 8 Cleary Zimmermann Engineers	
				Unit Price	Total	Unit Price	Total
Alternate Bids							
Add #1	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY AT WAKEFOREST AND MILTON WATER PLANTS FOR A) GENERATOR RUN STATUS; B) TRANSFER SWITCH STATUS.	LS	1	\$2,500.00	\$2,500.00	\$3,206.25	\$3,206.25
Add #2	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR BOOSTER PUMP MOTOR AMPERAGES FOR A TOTAL OF SIX (6) EXISTING BOOSTER PUMPS (4 LOCATED AT MILTON WATER PLANT AND 2 LOCATED AT WAKEFOREST WATER PLANT) WITH ABILITY TO MONITOR VARIABLE SPEED DRIVE CONTROLLED PUMPS, WITH EXPANSION CAPABILITY FOR AN ADDITIONAL PUMP AT THE MILTON WATER PLANT.	LS	1	\$5,000.00	\$5,000.00	\$18,318.75	\$18,318.75
Add #3	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR WATER WELL MOTOR AMPERAGES FOR THE WATER WELLS LOCATED AT WAKEFOREST AND MILTON WATER PLANTS (2 WELLS) WITH EXPANSION CAPABILITY IN THE MAIN CONTROL SYSTEM FOR AN ADDITIONAL WATER WELL SITE.	LS	1	\$5,000.00	\$5,000.00	\$10,878.75	\$10,878.75
Add #4	PROVIDE INTEGRATION INTO SCADA SYSTEM AT MILTON & WAKEFOREST PLANTS OF A) LAS PUMP ON/OFF STATUS; B) LAS DRUM SCALE WEIGHT; C) (2) 150 LB CYLINDER WEIGHT SCALES	LS	1	\$5,000.00	\$5,000.00	\$37,106.25	\$37,106.25
Add #5	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO THE SCADA SYSTEM CELLULAR BACK UP COMMUNICATIONS TO THE WATER PLANTS AND ELEVATED STORAGE TANK FACILITITES.	LS	1	\$15,000.00	\$15,000.00	\$16,287.50	\$16,287.50
Add #6	PROVIDE IN THE SCADA PROGRAMMING THE ABILITY TO GENERATE/DISPLAY DAILY AUTOMATED REPORTS FOR ITEMS SUCH AS DISTRIBUTION SYSTEM PRESSURE AVERAGES, PRODUCTION TOTALS, GALLONS DISTRIBUTED AND MOTOR AMPERAGES, ETC. REPORTS SHALL BE CAPABLE OF BEING EXPORTED IN EXCEL FORMAT.	LS	1	\$15,000.00	\$15,000.00	\$13,650.00	\$13,650.00
Add #7	PROVIDE A SPARE SCADAPAK 32 MODULE. COPIES OF THE SOFTWARE PROGRAM SHALL BE PROVIDED TO THE CITY.	EA	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
Total						\$51,000.00	\$103,447.50

PROJECT:

City of West University Place Water System SCADA System Upgrade and Replacement

BIDDER:

HPI Energy Services, LLC

TOTAL BID:

\$65,940.00

COMPLETION TIME:

Not Required

BIDDER INFO:

15535 West Hardy Rd

WEST HARDY ROAD

Houston, TX 77060

P: 7134577506

F:

BID TOTALS

BASE BID	Total
Base Bid	\$65,940.00
Total	\$65,940.00

ALTERNATE 1	Total
Alternate Bid	\$21,996.00
Total	\$21,996.00

Base Bid					
No.	Description	Unit	Qty	Unit Price	Ext Price
1	RECOVERY AND VERIFICATION OF EXISTING PLC PROGRAMMING, WATER PLANT AND WATER FACILITIES SCADA SYSTEM EVALUATION, SCADA UPGRADE/REPLACEMENT DESIGN, SCADA COMPONENT FABRICATION, SCADA PROGRAM DEVELOPMENT, SCADA COMPONENT INSTALLATION/INTEGRATION/TESTING, INITIAL WEST UNIVERSITY PLACE STAFF TRAINING, OPERATIONS MANUAL DELIVERY, AND CLEANING UP CONSISTENT WITH THE NARRATIVE SCOPE OF WORK AND THE CITY OF WEST UNIVERSTIY PLACE CONTRACTOR'S TERMS AND CONDITIONS.	L.S.	1	\$53,940.00	\$53,940.00
2	FOLLOWING ACCEPTANCE, PROVIDE A ONE-YEAR (1) WARRANTY/MAINTENACE/TECHNICAL SUPPORT PERIOD AND SINGLE FOLLOW UP TRAINING FOR WEST UNIVERSITY PLACE STAFF CONSITENT WITH THE NARRATIVE SCOPE OF WORK. COST SHALL INCLUDE ITEMS FOR THE TWELVE (12) MONTHS OF SUPPORT AND PAYMENT WILL BE BASED UPON MONTHS OF PERIOD USED AT TIME OF CONTRACTOR'S INVOICE SUBMITTAL.	Month	12	\$1,000.00	\$12,000.00
Subtotal:					\$65,940.00

Alternate Bid					
No.	Description	Unit	Qty	Unit Price	Ext Price
Add #1	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY AT WAKEFOREST AND MILTON WATER PLANTS FOR A) GENERATOR RUN STATUS; B) TRANSFER SWITCH STATUS.	LS	1	\$2,156.00	\$2,156.00
Add #2	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR BOOSTER PUMP MOTOR AMPERAGES FOR A TOTAL OF SIX (6) EXISTING BOOSTER PUMPS (4 LOCATED AT MILTON WATER PLANT AND 2 LOCATED AT WAKEFOREST WATER PLANT) WITH ABILITY TO MONITOR VARIABLE SPEED DRIVE CONTROLLED PUMPS, WITH EXPANSION CAPABILITY FOR AN ADDITIONAL PUMP AT THE MILTON WATER PLANT.	LS	1	\$3,855.00	\$3,855.00
Add #3	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR WATER WELL MOTOR AMPERAGES FOR THE WATER WELLS LOCATED AT WAKEFOREST AND MILTON WATER PLANTS (2 WELLS) WITH EXPANSION CAPABILITY IN THE MAIN CONTROL SYSTEM FOR AN ADDITIONAL WATER WELL SITE.	LS	1	\$1,820.00	\$1,820.00
Add #4	PROVIDE INTEGRATION INTO SCADA SYSTEM AT MILTON & WAKEFOREST PLANTS OF A) LAS PUMP ON/OFF STATUS; B) LAS DRUM SCALE WEIGHT; C) (2) 150 LB CYLINDER WEIGHT SCALES .	LS	1	\$2,205.00	\$2,205.00
Add #5	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO THE SCADA SYSTEM CELLULAR BACK UP COMMUNICATIONS TO THE WATER PLANTS AND ELEVATED STORAGE TANK FACILITITES.	LS	1	\$6,930.00	\$6,930.00

Add #6	PROVIDE IN THE SCADA PROGRAMMING THE ABILITY TO GENERATE/DISPLAY DAILY AUTOMATED REPORTS FOR ITEMS SUCH AS DISTRIBUTION SYSTEM PRESSURE AVERAGES, PRODUCTION TOTALS, GALLONS DISTRIBUTED AND MOTOR AMPERAGES, ETC. REPORTS SHALL BE CAPABLE OF BEING EXPORTED IN EXCEL FORMAT.	LS	1	\$930.00	\$930.00
Add #7	PROVIDE A SPARE SCADAPAK 32 MODULE. COPIES OF THE SOFTWARE PROGRAM SHALL BE PROVIDED TO THE CITY.	EA	1	\$4,100.00	\$4,100.00
					Subtotal: \$21,996.00

ACKNOWLEDGE ADDENDA

NAME	ACKNOWLEDGEMENT DATE
Addendum No. 1	06/22/2020 20:59:00 PM
Addendum No. 2	06/23/2020 19:56:38 PM

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Bid Docs	Contract	5/27/20 2:23:16 PM
Invitation To Bid	Notice to Bidders	5/27/20 2:22:23 PM
Other	Scope of work	5/27/20 2:23:27 PM
Addenda	Addendum No. 1	6/22/20 4:22:26 PM
Addenda	Addendum No. 2	6/23/20 2:30:56 PM



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 Water System SCADA System Upgrade and Replacement
2348-001-00, Bid PW 20-05

Project Location: City of West University Place Texas

Project Officer:

SMILAR WORK (DEFINITION):
SCADA System Upgrade and Replacement

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: HPI Energy Services, LLC

Check one: () Partnership () Joint Venture () Corporation
() Other: _____

Address: 15535 West Hardy Rd, Houston Tx 77060-3635

Telephone: 713-457-7600 Fax: 713-4577501

Texas Vendor Identification No.: 80301138

Tax Identification No.: 83-0550266

B. ORGANIZATIONAL BACKGROUND:

1. If the BIDDER is a PARTNERSHIP or JOINT VENTURE

a. Date of organization: 5/8/2018

b. State whether partnership is general or limited: Limited

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

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>% owned</i>
Jerry Wheelwright	78 Florham Park Drive, Spring Tx 77379	713-457-7505	100%

2. If BIDDER is a CORPORATION or LLC:

a. Date of incorporation or formation: 5/8/2018

b. State of incorporation or formation: Texas

c. Charter/permit number: 80301138

d. Principal place(s) of business: 15535 West Hardy Rd, Houston Tx 77060-3635

e. Other state(s) in which firm is authorized to do business: AK, AZ, FL, KY, MI, NJ, OH, SC, VA, WA

f. Officers

President: Jerry Wheelwright

Vice President(s): _____

Secretary: _____

Treasurer: _____

Other: _____

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

<i>Name</i>	<i>Address</i>	<i>Telephone</i>	<i>% owned</i>
Jerry Wheelwright	78 Florham Park Drive, Spring Tx 77379	713-457-7505	100%

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

a. Describe the organization: _____

b. List all principals of the organization:

<i>Name</i>	<i>Address</i>	<i>Telephone</i>	<i>Title</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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?

2 years

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

Name	Address	Years
<hr/>		
<hr/>		

- 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: 20 years



**City of West University Place Water System SCADA System Upgrade and Replacement
2348-001-00, Bid PW 20-05**

DUE DATE: June 25, 2020

Due no later than 09:00 A.M. CST. Bids received later than the date and time above will not be considered.

BIDDERS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Bids should be submitted electronically on the Civcast USA website.

Total Amount of Bid: (Included within Proposal submitted)

Company Name: HPI Energy Services, LLC

Company Address: 15535 West Hardy Rd,

City, State, Zip Code: Houston, Tx 77060

Taxpayer Identification Number (T.I.N.): 83-0550266

Telephone: 713-457-7600 Fax: 713-457-7501 e-mail: sjackson@hpienergy.com

Signature:  Print Name Stephen Jackson

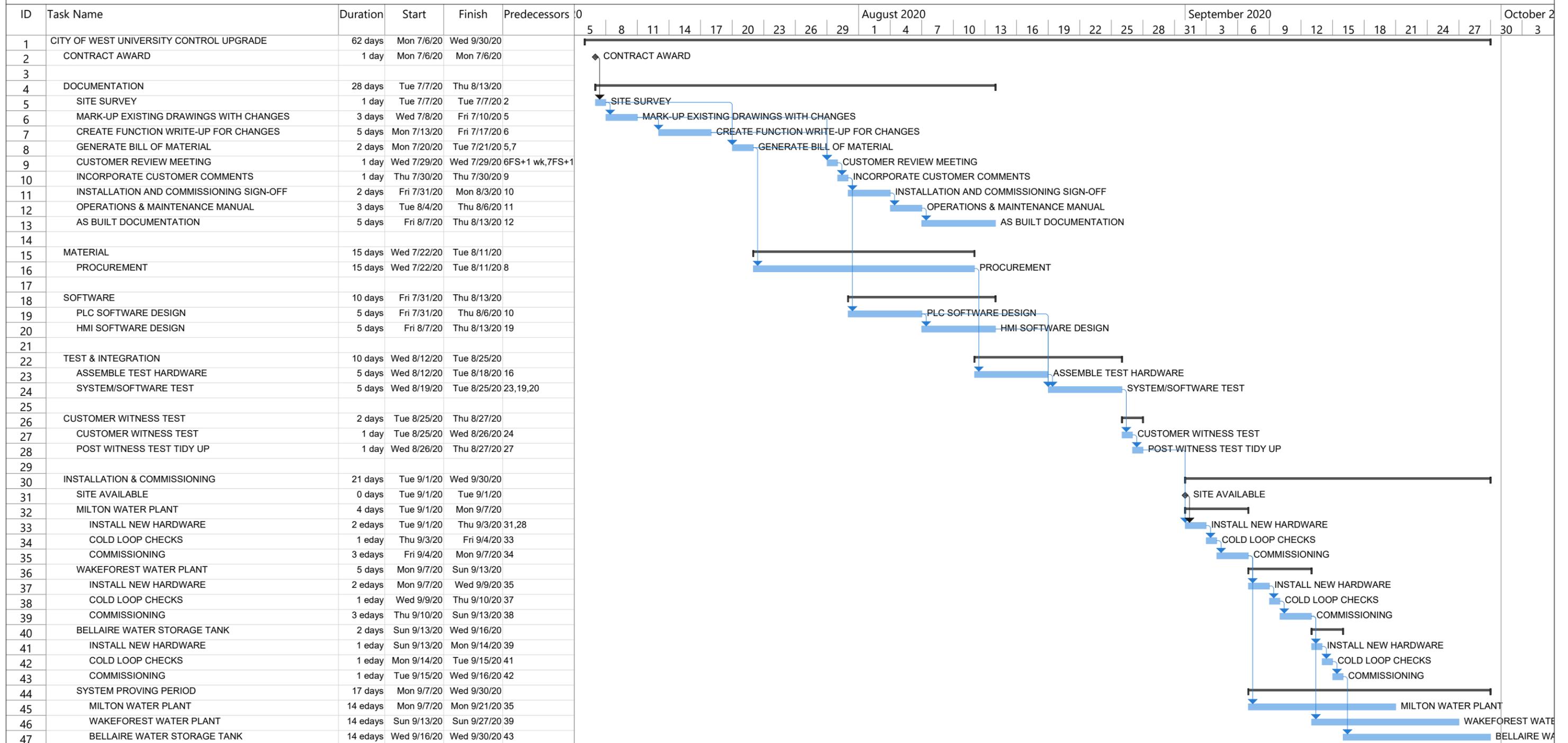
[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** Contract is not valid until Award Letter is issued, which will become part of this contract.]

Accepted by: _____

Date: _____



City of West University Place
Water System
SCADA System Upgrade



Project: City of West University
Date: Tue 6/23/20

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



HPI Energy Services, LLC
15535 West Hardy Road,
Houston
Tx 77060

June 23rd, 2020

**City of West University Place
Water System SCADA System Upgrade and Replacement
2348-001-00
Bid PW 20-05**

To: Carol D. Harrison

It is our pleasure to submit this proposal to the City of West University Place, for the Water System – SCACD System Upgrade and Replacement Project (2348-001-00, Bid PW 20-05).

HPI Energy Services is an international company, headquartered in Houston, Texas with approximately 120 employees worldwide. HPI specializes in the upgrade of control systems used in a wide range of applications including Water Treatment, Power Generation, Oil & Gas, plant wide SCADA systems, etc. Our proposal provides a small sample of our references and experience, which spans over 30 years from our initial begins as a UK based Gas Turbine controls company. Additional information can be provided upon request.

HPI offers a turn-key solution, all work will be completed by HPI staff, based in Houston, with no sub-contractors. HPI is ideally placed to provide on-site support to your staff including all aspects of the future development and documentation of the system.

If you have any questions regarding this proposal, please do not hesitate to get in contact.

Best Regards,

A handwritten signature in blue ink, appearing to read "S Jackson", is written over a light blue horizontal line.

Stephen Jackson
Engineering Director



Email: sjackson@hpienergy.com
Office: +1 713-457-7506
Cell: +1 281-703-5775



Proposal

for the

**Water System
SCADA System Upgrade & Replacement**

2348-001-00, Bid PW 20-05

for the

City of West University Place

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HPI Proposal No. 20-5909

Issue 1



May 2020

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1 PROJECT APPROACH

HPI will assign a dedicated Lead Engineer who has experience with Schneider PLC's, VTScada, Water Treatment Utilities and all other areas required to carry out the project. The Lead Engineer will be assigned for the duration of the project from initial survey to final commissioning, and will be the main contact for ongoing support.

The Lead Engineer will be supported by the following team, as needed:

- Project Manager
- CAD Engineer
- Installation Manager – Who will accompany the lead engineer on the site survey and review all aspects of the demolition and installation of the upgraded system, so that all possibilities are planned for and minimal downtime can be achieved.
- Manufacturing/Installation Technicians – The new equipment will be assembled in house by HPI technicians. The same Technicians will be involved in the demolition and installation work at site. Ensuring knowledge gain during manufacturing is applied on site.
- SCADA Engineers – HPI has a number of engineers who can provide support to the Lead Engineer to complete the project in the timeline required.

Note: None of the work will be sub-contracted.

1.1 Site Survey

The initial activity after contract award will be to carry out a detailed survey of the equipment, this will be aimed at: -

- Obtaining the latest PLC software, HPI will obtain the software by downloading from the SCADAPack PLC's & VTSCADA.
- Obtaining a copy of the latest drawings. HPI understands that only an old paper copy is currently available. HPI will take a copy of these and mark-up any changes made during the upgrade, in addition to any other information and wiring details discovered during the upgrade process. (The drawings can be transferred to AutoCAD at a later date).

1.2 Software Modifications

A functional description will be provided for the new control features to be added, including additional instrumentation, HMI changes, etc. This will be discussed with CoWU personnel, and will be used as a check list to ensure all the required modifications are incorporated.

The PLC & HMI software will be modified as needed.

HPI will load the modified PLC software onto the spare SCADAPack 32 and new DI & AI modules. The SCADAPack32 will be connected to a hardwired test set and the PLC & HMI modifications will be tested to ensure the changes have been correctly incorporated. This will ensure minimal issues on site.

CoWU will be invited to attend a one day demonstration of the changes made.

1.3 Installation & Commissioning

HPI Energy Services will provide an experienced Installation Engineering Team to perform the installation of the control system. Following installation, the lead engineer will carry out the commissioning of the system. All checks will be witnessed and signed off with the customer representative. It is envisioned that the upgrades will be carried out one site at a time, and that the downtime of any one site will be limited to a couple of hours while the PLC equipment is installed and new software downloaded.

1.4 Training

Following completion of commissioning, HPI will provide a one day training course to site personnel. The training will be hands-on and will be customized to meet customer requirements. The training will cover the following: -

- Understanding of the PLC & HMI software,
- How to back up and restore the software,
- How to install & configure the spare SCADAPack 32,
- Trouble shooting & maintenance techniques.

Training documentation will be provided.

1.5 Documentation

The following documentation will be provided: -

- Marked up site drawings
- Function write up for new functionality
- Bill of Material
- FAT Sign-off Record
- Installation & Commissioning Sign-off Record
- Operations & Maintenance Manual

1.6 Maintenance & Support

Following completion of commissioning and acceptance by the customer, HPI will provide a 12 month support period. The support will include the following: -

- Telephone support & in-house support, covering documentation, software, technical issues, etc. limited to 20 hours per month.
- Ten (10) hours on site support, per month.
- One eight (8) hour on-site training course, per year.

The cost of the support will be spread over 12 equal payments to be invoiced at the end of each month.

1.7 Warranty & Technical Support

All equipment & services supplied are warranted for 12 months from completion of commissioning.

HPI will provide access to 24/7 technical and on-call support during the 12 month warranty period, including software updates. Technical support shall be limited to a maximum of 100 hours/year, additional support options are available.

1.8 Scope Description

The scope of work will be as defined in the CoWU Scope of Work Document. The main areas are highlighted below: -

1.8.1 Milton and Wakeforest Water Plants

1.8.1.1 PLC Software

Existing WTP function as identified in the PLC programming will be maintained.

Main Panel Voltage – A voltage PT will be installed in the switchgear and wired back to the PLC. The value will be displayed and an alarm provided for loss of voltage.

CL2 Gas Leak alarm – 200ft of twisted pair cable will be installed to monitor the CL2 gas leak level and alarm on the HMI.

Surface water MOV Control (HOA control) - Valve Hand-Off-Auto operation logic from the HMI will be implemented and confirmed to operate correctly.

COH Pressure transmitter – A new pressure transmitter will be installed & wired back to the control panel, by COWU. HPI will integrate the new PT's into the PLC & HMI software.

10" HMI color screen mounted to front SCADA panel – A new 10.1" LCD TFT Display (1280x800 Resolution) resistive touch screen display will be installed on the front of the control box. The display will run the VTScada running on the main HMI displays.

1.8.1.2 SCADAPack I/O Modules

Additional SCADAPack digital input and analog input modules will be installed in each of the control boxes to accommodate the additional I/O.

1.8.2 Bellaire Elevated Water Storage Tank

The Bellaire elevated water storage tank will: -

- Maintain the Existing EST function – Pressure Transmitter
- Main Panel Voltage (used for power outage notification) - A voltage PT will be installed in the switchgear and wired back to the PLC. The value will be displayed and an alarm provided for loss of voltage.
- Pressure Display at Central Work Station GUI – The pressure value will be displayed on the central HMI.

1.8.3 VT SCADA Graphical User Interface

HPI will take the existing VTScada software and carryout the following: -

- Improve graphics for water system – A review of the existing graphics will be undertaken with site personnel and improvements identified incorporated.
- Mobile device layout for basic easy operation – HPI will change layout and sizing of the HMI screens to allow operation from a mobile device (Ipad or other device).
- Integrate Water Meter upgrades (totalizer, gpm) – Water meter usage displays will be incorporated.
- Integrate Tank Mixer upgrades (voltage, status) – Tank mixer information will be incorporated.
- Program automatic lead alternation between pump stations – Manual and automatic selection of lead pump to equalize hours of operation, will be incorporated.
- Setpoint control will be changed to use PSI units.

1.9 Alternate Items

The following alternate items as available: -

1.9.1 Add #1

HPI will wire the two signals back to the PLC, and modify the PLC and HMI software as necessary.

1.9.2 Add #2

HPI will install split core CT's on each of the pumps, the CT's will provide a 4-20mA output which will be monitored and displayed on the HMI. The scope of work includes the supply and installation of the CT's, wiring back to the PLC, and modify the PLC and HMI software as necessary.

Data sheets will be provided.

1.9.3 Add #3

HPI will install split core CT's on each of the motors, the CT's will provide a 4-20mA output which will be monitored and displayed on the HMI. The scope of work includes the supply and installation of the CT's, wiring back to the PLC, and modify the PLC and HMI software as necessary.

Data sheets will be provided.

1.9.4 Add #4

HPI will terminate the new signals to the PLC and modify the PLC and HMI software as necessary.

1.9.5 Add #5

Each of the three locations will be fitted with a cellular antenna and DIN rail mounted wireless network gateway. The gateway will work with a VZW, AT&T, Sprint, etc. SIM card and provides an Ethernet connection to the PLC network. It is assumed that the SIM card and cell network contract will be provided by CoWU (typical pricing is \$50 - \$70/month per node).

HPI will install the cellular equipment at each location and modify the PLC to transfer the relevant data between the three PLC's. The HMI will be modified to show the communications status and alarm should a fault occur.

1.9.6 Add #6

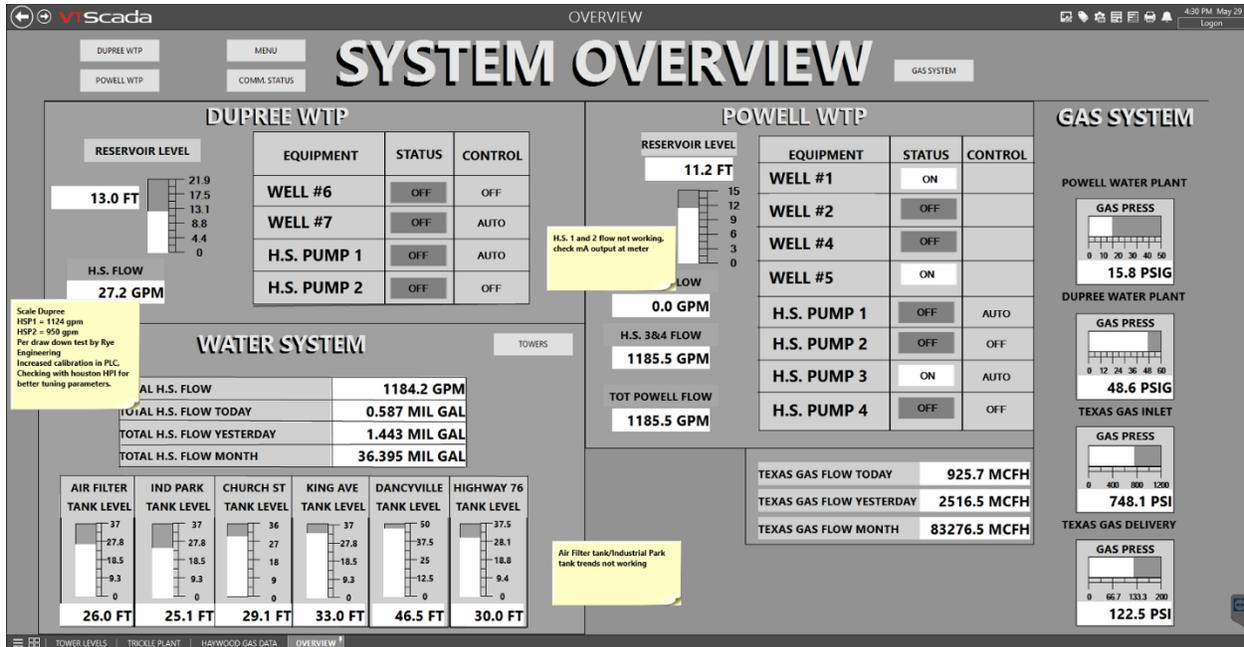
HPI will design a report format with site personnel to meet there requirements. The report will be automatically generated each day and saved in an excel format for printing by the Operator.

1.9.7 Add #7

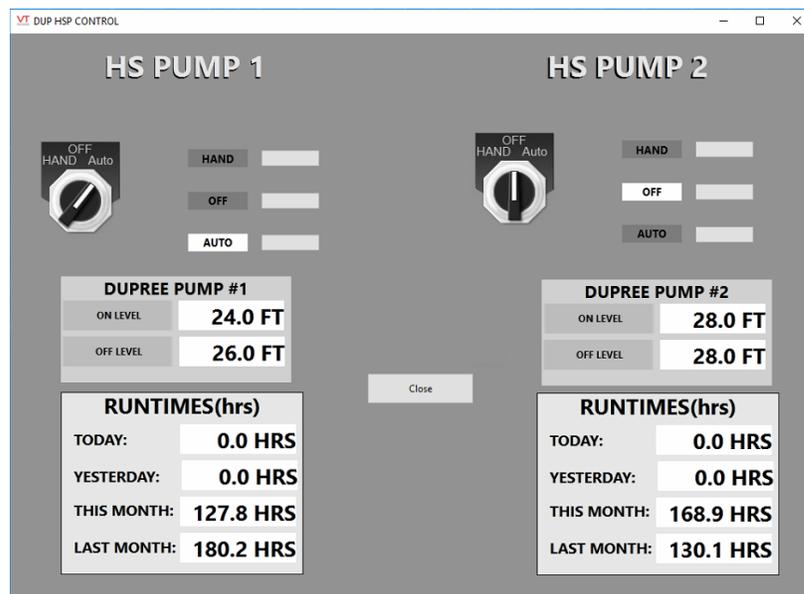
HPI will provide a spare SCADAPack 32 module, and will make use of it during the site training course. At the end of commissioning the PLC and VTScada software will be provided to CoWU

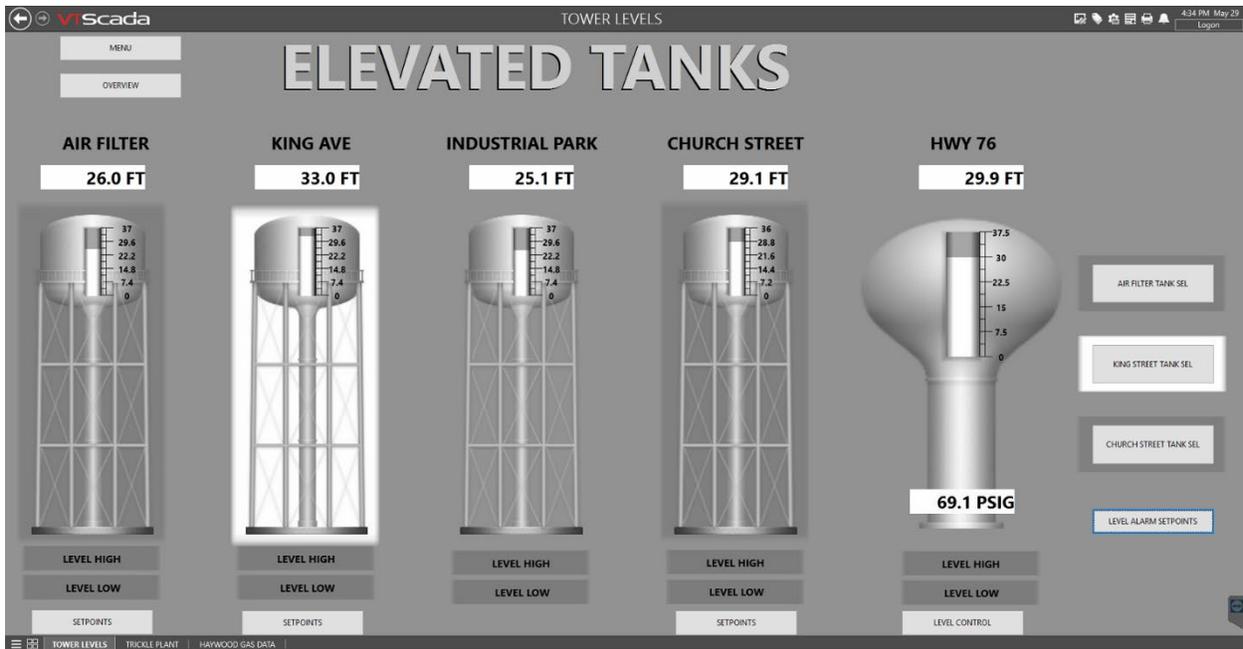
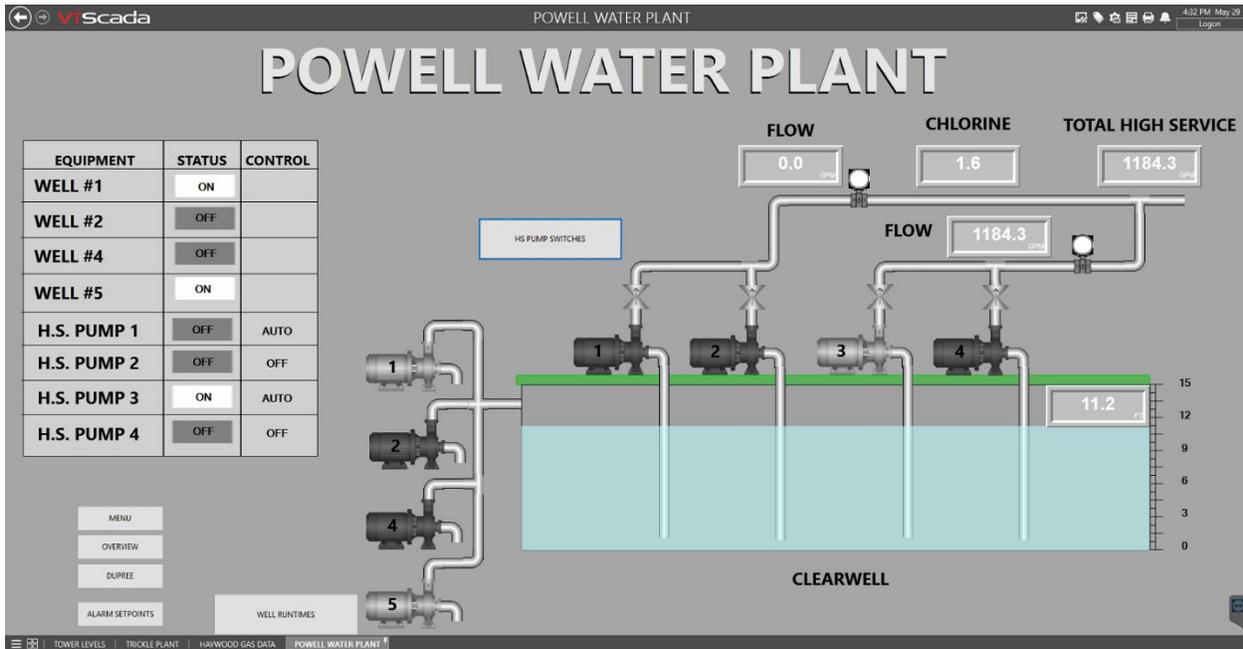
2 EXAMPLE HMI SCREENS

The following are some examples of screen shots from a similar VTScada application. Note: the screens provided to CoWU will be customized to meet the operator requirements. The screens shown are configured for high performance grey scale, any abnormal operation being color highlighted immediately attracting the operators attention.



(Yellow stickers, are an Operator Note system used to advise shifts of issues to be addressed. Each note is recorded in the history logs).





VT KING ST TK SP
Close

KING STREET TANK SETPOINTS

DUPREE PUMP #1 ON LEVEL 31.5 FT OFF LEVEL 33.0 FT	POWELL PUMP #1 ON LEVEL 27.0 FT OFF LEVEL 28.0 FT	POWELL PUMP #3 ON LEVEL 32.5 FT OFF LEVEL 33.0 FT
DUPREE PUMP #2 ON LEVEL 24.0 FT OFF LEVEL 26.0 FT	POWELL PUMP #2 ON LEVEL 24.0 FT OFF LEVEL 26.0 FT	POWELL PUMP #4 ON LEVEL 24.0 FT OFF LEVEL 26.0 FT
KING ST TANK SELECT LEVEL CONTROL ON KING ST	TANK ALARM LEVELS HIGH LIMIT 37.0 FT LOW LIMIT 19.0 FT	TANK BASE LEVEL BASE LEVEL 33.0 FT

VT Scada
TRICKLE PLANT
4:41 PM May 29
Login

TRICKLING PLANT

MAIN MENU
OVERVIEW

<div style="text-align: center;"> OFF Auto HAND OFF AUTO </div>	WETWELL LEVEL 2.90 FT FLOW 0 GPM	<div style="text-align: center;"> OFF Auto HAND OFF AUTO </div>
VFD PUMP #1 ON LEVEL 4.4 FT HOLD LEVEL 4 FT OFF LEVEL 3.8 FT	ALARM SETPOINT	SOLID STATE PUMP 2 ON LEVEL 5.2 FT OFF LEVEL 4.0 FT
VFD PUMP 1 STOP VFD FEEDBACK 0.0 % PUMP 1 RUNTIME 2118.8 HRS <div style="text-align: center;"> RESET RUN TIME </div>	WET WELL HIGH ALARM OK WET WELL LOW ALARM OK PUMP FLOW RATE HIGH ALARM OK PUMP FLOW RATE LOW ALARM OK	SOLID STATE PUMP 2 STOP PUMP 2 RUNTIME 381.4 HRS <div style="text-align: center;"> RESET RUN TIME </div>
PUMP 1 MOISTURE FAILURE OK PUMP 1 THERMAL FAILURE OK	HYDR PWR SEWAGE GRINDER OK COMMUNICATIONS OK	PUMP 2 MOISTURE FAILURE OK PUMP 2 THERMAL FAILURE OK

TOWER LEVELS
TRICKLE PLANT
HAYWOOD GAS DATA

3 QUALIFICATIONS & EXPERIENCE

3.1 History

HPI Energy Services can trace its origins back to Hawker Siddeley Dynamics Engineering (HSDE) and Vosper Thornycroft (VT). HSDE developed a range of electronic gas turbine controllers for industrial and marine use in the 1960's and was later acquired by VT in 1995. When VT Controls withdrew from the industry in 2002 a team of former VT executives and senior engineers continued the business and formed HPI, LLC to provide control systems and mechanical services to industrial gas turbine users worldwide. In 2018 HPI Energy Services separated from HPI, LLC to form a new engineering entity who continue to offer exceptional turbine services and PLC based control systems, as well as offering control system and SCADA expertise to other industries such as: Hydro-Electric Plants, Water and Wastewater Treatment, Liquefied Natural Gas (LNG), Marine, and Nuclear.

3.2 HUBZone & SBA

HPI Energy Service, LLC is a Small Business, located within a HubZone in Harris County.

3.3 SCADA System Experience

HPI Energy Services has significant experience in the upgrade on control system on process plant. Our controls experience covers a number of PLC platforms (Schneider, Rockwell, ABB, GE, HSDE, Siemens, to name a few) and HMI software packages (including VTScada, Rockwell FactoryTalk, Wonderware, Cimplicity, iFIX, etc.), while each software package is slightly different the approach of well designed, user friendly, well tested applications remains the same.

HPI strongly believes that what differentiates ourselves from the competition is our desire to provide the customer with what they need, and not a boiler plate solution; provide them with all the tools and documentation they require to be able to maintain the system themselves; and offer long term support they can rely upon.

The Lead Engineer selected will be experienced both in the

3.4 Health, Safety & Environment

HPI is fully committed to the health, safety and wellbeing of all people with whom it interacts. Assessment of HSE hazards, risks and mitigations are always at the forefront of the company's activities being given equal priority to other business critical activities. The company successfully achieving OHSAS 18001 accreditation confirms this commitment but perhaps one of the most significant indicators is its industry leading TRIR metrics.

HPI is equally committed to its environmental responsibilities, in recognition of which its demonstrated conformance with its environmental management system has been independently audited to comply with ISO Standard 14001.

3.5 Quality

An effective quality management system with demonstrated quality delivery has been pivotal to HPI's success. In addition to the company's ISO 9001:2015 accreditation, it is a registered Achilles FPAL and UVDB Verify supplier. The company has also been audited to other stringent quality requirements such as those of the nuclear industry in Canada.

3.6 Specific Relevant Experience

Please refer to the three references provided in the attached forms. Additional experience list can be provided upon request.

4 SCHEDULE

Please refer to the attached project schedule.

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1 JS Addendum #2 JS Addendum #3 _____
Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Proposer Must Fill in and Sign:

NAME OF FIRM/COMPANY: HPI Energy Services, LLC

REPRESENTATIVE's NAME: Stephen Jackson

REPRESENTATIVE's TITLE: Engineering Director

MAILING ADDRESS: 15535 West Hardy Rd,

CITY, STATE, ZIP: Houston, Tx 77060

PHONE & FAX NUMBERS: 281-703-5775

E-MAIL ADDRESS: sjackson@hpienergy.com

AUTHORIZED SIGNATURE: 

DATE: 23rd June 2020

**CITY OF WEST UNIVERSITY PLACE
WATER SYSTEM SCADA SYSTEM UPGRADE AND REPLACEMENT
IDS JOB NO. 2348-001-00, BID PW20-05
HARRIS COUNTY, TEXAS**

BASE BID ITEMS:					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	RECOVERY AND VERIFICATION OF EXISTING PLC PROGRAMMING, WATER PLANT AND WATER FACILITIES SCADA SYSTEM EVALUATION, SCADA UPGRADE/REPLACEMENT DESIGN, SCADA COMPONENT FABRICATION, SCADA PROGRAM DEVELOPMENT, SCADA COMPONENT INSTALLATION/INTEGRATION/TESTING, INITIAL WEST UNIVERSITY PLACE STAFF TRAINING, OPERATIONS MANUAL DELIVERY, AND CLEANING UP CONSISTENT WITH THE NARRATIVE SCOPE OF WORK AND THE CITY OF WEST UNIVERSTIY PLACE CONTRACTOR'S TERMS AND CONDITIONS.	LS	1	\$53,940.00	\$53,940.00
2	FOLLOWING ACCEPTANCE, PROVIDE A ONE-YEAR (1) WARRANTY/MAINTENANCE/TECHNICAL SUPPORT PERIOD AND SINGLE FOLLOW UP TRAINING FOR WEST UNIVERSITY PLACE STAFF CONSITENT WITH THE NARRATIVE SCOPE OF WORK. COST SHALL INCLUDE ITEMS FOR THE TWELVE (12) MONTHS OF SUPPORT AND PAYMENT WILL BE BASED UPON MONTHS OF PERIOD USED AT TIME OF CONTRACTOR'S INVOICE SUBMITTAL.	MONTH	12	\$1,000.00	\$12,000.00
BASE BID TOTAL=					\$65,940.00

ADD ALTERNATE ITEMS:					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
Add #1	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY AT WAKEFOREST AND MILTON WATER PLANTS FOR A) GENERATOR RUN STATUS; B) TRANSFER SWITCH STATUS.	LS	1	\$2,156.00	\$2,156.00
Add #2	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR BOOSTER PUMP MOTOR AMPERAGES FOR A TOTAL OF SIX (6) EXISTING BOOSTER PUMPS (4 LOCATED AT MILTON WATER PLANT AND 2 LOCATED AT WAKEFOREST WATER PLANT) WITH ABILITY TO MONITOR VARIABLE SPEED DRIVE CONTROLLED PUMPS, WITH EXPANSION CAPABILITY FOR AN ADDITIONAL PUMP AT THE MILTON WATER PLANT.	LS	1	\$3,855.00	\$3,855.00
Add #3	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO SCADA SYSTEM MONITORING CAPABILITY FOR WATER WELL MOTOR AMPERAGES FOR THE WATER WELLS LOCATED AT WAKEFOREST AND MILTON WATER PLANTS (2 WELLS) WITH EXPANSION CAPABILITY IN THE MAIN CONTROL SYSTEM FOR AN ADDITIONAL WATER WELL SITE.	LS	1	\$1,820.00	\$1,820.00
Add #4	PROVIDE INTEGRATION INTO SCADA SYSTEM AT MILTON & WAKEFOREST PLANTS OF A) LAS PUMP ON/OFF STATUS; B) LAS DRUM SCALE WEIGHT; C) (2) 150 LB CYLINDER WEIGHT SCALES .	LS	1	\$2,205.00	\$2,205.00

ADD ALTERNATE ITEMS CONTINUED:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
Add #5	FABRICATE/INSTALL AND PROVIDE INTEGRATION INTO THE SCADA SYSTEM CELLULAR BACK UP COMMUNICATIONS TO THE WATER PLANTS AND ELEVATED STORAGE TANK FACILITITES.	LS	1	\$6,930.00	\$6,930.00
Add #6	PROVIDE IN THE SCADA PROGRAMMING THE ABILITY TO GENERATE/DISPLAY DAILY AUTOMATED REPORTS FOR ITEMS SUCH AS DISTRIBUTION SYSTEM PRESSURE AVERAGES, PRODUCTION TOTALS, GALLONS DISTRIBUTED AND MOTOR AMPERAGES, ETC. REPORTS SHALL BE CAPABLE OF BEING EXPORTED IN EXCEL FORMAT.	LS	1	\$930.00	\$930.00
Add #7	PROVIDE A SPARE SCADAPAK 32 MODULE. COPIES OF THE SOFTWARE PROGRAM SHALL BE PROVIDED TO THE CITY.	EA	1	\$4,100.00	\$4,100.00

ADD ALTERNATE TOTAL= \$21,996.00

BASE BID AND ALTERNATE ITEMS TOTAL= \$87,936.00

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. #1, #2, (initial). JS

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX.



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 HPI Energy Services, LLC 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.): 83-0550266

Company Name submitting Bid/Proposal: HPI Energy Services, LLC

Mailing Address: 15535 West Hardy Rd, Houston Tx 77060-3635

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2020

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 have ADDITIONAL INSURED provisions or 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 Marsh Wortham, a division of Marsh USA, Inc. 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: Marsh Wortham, a division of Marsh USA, Inc.	
	PHONE (A/C, No. Ext): E-MAIL ADDRESS:	
INSURED HPI Energy Services LLC 15535 W Hardy Houston TX 77060	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Indian Harbor Insurance Company	36940
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Indian Harbor Insurance Company	36940
	INSURER D: Hartford Underwriters Insurance Company	30104
	INSURER E: Travelers Casualty and Surety Company	19038
	INSURER F: AXIS Insurance Company	37273

COVERAGES

CERTIFICATE NUMBER: 55681305

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00086745L19A	10/1/2019	10/1/2020	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 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 BI & PD Combined Ded \$ \$5,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			65UUNIB8591	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00086746L19A Follow Form	10/1/2019	10/1/2020	EACH OCCURRENCE \$ \$10,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	65WEAB7EAW Stop Gap Cov -OHIO	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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	Pollution Liability (PD Ded \$5,000)			US00086745L19A	10/1/2019	10/1/2020	\$1,000,000 Occurrence /\$2,000,000 GL Agg/
A	Professional Liability (Ded \$5,000)			US00086745L19A	10/1/2019	10/1/2020	\$1,000,000 Per Claim/\$2,000,000 GL Agg
E	Employment Practices Liability			106987854	10/1/2019	10/1/2020	\$1,000,000 Per Claim/\$5,000 Retention
F	Cyber Liability			P00100023494201	10/1/2019	10/1/2020	\$1,000,000 Aggregate/\$2,500 Retention Agg

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

Re: Job #2184-001-00, Bid PW20-05.

CERTIFICATE HOLDER

Job #2184-001-00

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

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

Marsh Wortham, a division of Marsh USA, Inc.

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: US00086745LI19A

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>Any person or organization with whom you have a written contract requiring this condition.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: US00086745LI19A

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization: As required by written contract</p>
<p>Location And Description of Completed Operations: Any and all locations</p>
<p>Additional Premium:</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to HPI Energy Services LLC

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION AND NONRENEWAL
(SPECIFIED ENTITY)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
- PROFESSIONAL LIABILITY COVERAGE FORM
- SITE POLLUTION LIABILITY COVERAGE FORM
- COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is agreed that the Policy is amended as follows:

In consideration of the payment of the premium for this Policy, it is hereby understood and agreed that the Policy is amended to provide the following additional notice to the entity(ies) listed in the Schedule below:

SCHEDULE

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

Section **A. Cancellation**, Paragraphs **2.** and **3.** of the **COMMON POLICY CONDITIONS** are deleted in their entirety and replaced with the following:

A. Cancellation

- 2.** We may cancel this Policy by mailing or delivering written notice of cancellation to the first Named Insured and the entity(ies) specified in the Schedule above at least:
 - a.** Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** Sixty (60) days before the effective date of cancellation if we cancel for any other reason.
- 3.** We will mail or deliver our notice to the Named Insured and any entity(ies) listed in the Schedule above at their last mailing address known to us.

Section **B. Non Renewal** of the **COMMON POLICY CONDITIONS** is deleted in its entirety and replaced with the following:

B. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured and any entity(ies) listed in the Schedule above at their last mailing address known to us written notice of the nonrenewal not less than Sixty (60) days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

All other terms, conditions and exclusions remain unchanged.

ENDORSEMENT #000

This endorsement, effective forms a part of

Policy No. US00086745LI19A

by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY JOINT AND SEVERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
- PROFESSIONAL LIABILITY COVERAGE FORM
- SITE POLLUTION LIABILITY COVERAGE FORM

It is agreed that the Policy is amended as follows:

SCHEDULE

Name of Person or Organization:
Blanket where required by written contract

- A.** This insurance applies to "bodily injury" or "property damage" when the following written contract requirements are applicable:
 - 1.** Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 - 2.** The term insured is used separately and now collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates cannot be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms, conditions and exclusions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a.Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number:65WEAB7EAW

Endorsement Number:

Effective Date: 10/1/2019 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HPI Energy Services LLC

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out

of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Special Waiver
 Name of person or organization

 Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
 The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

00070
*2000265VX02320513

Policy Number: 65WEAB7EAW

Endorsement Number:

Effective Date: 5/27/2020

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

HPI Energy Services LLC
15535 W Hardy
Houston TX 77060

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Form WC 99 03 94 Printed in U.S.A.

Process Date:

Policy Expiration Date:

© 2011, The Hartford



REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: HPI Energy Services, LLC, (CLIENT))

Name of project: Brownsville Energy Authority

Type of work: SCADA System Replacement for Dupree Water Treatment Plant

Location (city, county, state): Brownsville Haywood Tennessee
City County State

Bidder's compensation: \$200,000

Dates of service: May 2018 January 2019
Start End

Reference Contact Information:

Name of Company/Business: J R Wauford & Company, Consulting Engineers, Inc.
Contact Person : Scott Daniel
Address: 60 Volunteer Boulevard, Jackson, Tennessee 38305
Telephone: 731-668-1953
Email: scottd@JRWAUFORD.COM

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



REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: HPI Energy Services, LLC, (CLIENT)

Name of project: Northern/South/Central Water Pollution Control Facility

Type of work: Controls upgrades across three waste water treatment plants using Schneider PLC's

Location (city, county, state): Bayville Ocean New Jersey
City County State

Bidder's compensation: \$758,000

Dates of service: 2017 2019
Start End

Reference Contact Information:

Name of Company/Business: Ocean County Utilities Authority
Contact Person : Neil O'Regan
Address: 501 Hickory Lane, Bayville, NJ 08721
Telephone: 732 269 4500 (Ext 8273)
Email: coregan@ocua.com

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



REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: HPI Energy Services, LLC, (CLIENT)

Name of project: Township of Falls

Type of work: Replacement of the SCADA system for the water and sewer infrastructure in Fairless Hill, PA. Including replacement of remote RTU panels

Location (city, county, state): Fairless Hills Bucks Pennsylvania
City County State

Bidder's compensation: \$98,000

Dates of service: July 2019 January 2020
Start End

Reference Contact Information:

Name of Company/Business: Remington & Vernick Engineers (RVE)

Contact Person : Vanessa Nedrick

Address: 922 Fayette Street, Conshohocken, PA 19428

Telephone: 610-940-1050

Email: vanessa.nedrick@rve.com

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

SAMPLE SCORE SHEET

**City of West University Place Water System SCADA System Upgrade and Replacement
2348-001-00, Bid PW 20-05**

CONTRACTOR: HPI Energy Services, LLC

EVALUATOR: _____

ITEM	EVALUATION CRITERIA	POINTS	SCORE
	Total Proposal Price	45	
	Approach, Experience & Reputation	55	
	TOTAL	100	
	Schedule (Bonus)	+5	