



# 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, June 24, 2019** beginning at **5:30 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the following agenda items:

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

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

#### **1. Beekeepers/Beehives**

Matters related to beekeepers/beehives in the City of West University Place. *Recommended Action: Discuss and take any desired action. Mr. Alan Petrov, City Attorney*

#### **2. Buffalo Speedway Overview**

Matters related to an overview relating to the Buffalo Speedway project. *Recommended Action: For discussion only. Consultant Ron Bavarian, Freese and Nichols and Gerardo Barrera, Interim Public Works Director*

#### **3. Adjourn Workshop**

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

Call to Order

Matters related to the notice of this meeting

Pledge of Allegiance

#### **4. Public Comments**

This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer his/her comments until such time the item is discussed. Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the hearing has been closed. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. Speakers are required to register in advance and must limit their presentations to three minutes each.

**5. Beekeepers/Beehives**

Matters related to beekeepers/beehives in the City of West University Place. *Recommended Action: Discuss and take any desired action.* **Mr. Alan Petrov, City Attorney and Mr. Dave Beach, City Manager** [See Agenda Memo 5]

**6. Poor Farm Ditch Update**

Matters related to an update regarding Poor Farm Ditch. *Recommended Action: Discuss and take any desired action.* **Mayor Bob Higley** [see Agenda Memo 6]

**7. Comprehensive Annual Financial Report**

Matters related to City Council's acceptance of the Comprehensive Annual Financial Report (CAFR). *Recommended Action: Accept the CAFR.* **Ms. Marie Kalka, Finance Director** [see Agenda Memo 7]

**8. Sludge Hauling Contract for Wastewater Treatment Plant**

Matters related to awarding a contract for Wastewater Treatment Plant sludge hauling. *Recommended Action: Award a 5-year contract to K3BM for sludge hauling services at the Wastewater Treatment Plant and authorize the City Manager to execute the contract.* **Mr. Gerardo Barrera, Interim Public Works Director** [see Agenda Memo 8]

**9. Noise Ordinance – Limiting Hours for Use of Yard Maintenance Equipment**

Matters related to an ordinance amending Section 54-40 of Chapter 54 of the Code of Ordinances by adopting new restrictions related to the use of third party lawn care and landscaping equipment. *Recommended Action: Approve ordinance adopting new restrictions related to the use of third party lawn care and landscaping equipment on the first of two readings.* **Mr. Dave Beach, City Manager** [see Agenda Memo 9]

**10. Update on E-Statements**

Matters related to receiving an update on voluntary participation E-statements for utility bills. *Recommended Action: Discuss and take any desired action.* **Ms. Marie Kalka, Finance Director** [see Agenda Memo 10]

**11. 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 City Council Meeting Minutes of June 10, 2019. [see Action Minutes]

**B. Suspension in City Council's Compensation**

Matters related to the second reading of an ordinance suspending City Council's compensation. *Recommended Action: Adopt ordinance on the second and final reading.* **Mayor Bob Higley** [see Agenda Memo 11B]

**12. Executive Session**

Notice is hereby given that the City Council will convene into Executive Session in accordance with the following provision of Chapter 551 of the Texas Code: **Section 551.071 (Consultation with legal counsel to seek or receive legal advice).**

**13. Close Executive Session and Reconvene Regular Meeting**

Matters related to any action resulting from the Executive Session.

**14. Adjourn Regular Meeting**

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

I certify that the attached notice and agenda of items to be considered by the West University Place City Council on June 24, 2019 was posted on the Municipal Building bulletin board on June 20, 2019 at approximately 2:00 o'clock p.m.

*Thelma A. Gilliam*

\_\_\_\_\_  
Thelma A. Gilliam, TRMC, CMC, City Secretary

(SEAL)

**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	June 24, 2019	<b>AGENDA ITEM:</b>	5
<b>DATE SUBMITTED:</b>	June 19, 2019	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	D. Beach City Manager	<b>PRESENTER:</b>	D. Beach, City Manager A. Petrov, City Attorney
<b>SUBJECT:</b>	Beekeeper / Beehives		
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"> <li>1. Proposed Ordinance – First Version</li> <li>2. Proposed Ordinance – Second Version</li> </ol>		
<b>EXPENDITURE REQUIRED:</b>	N/A		
<b>AMOUNT BUDGETED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		

**EXECUTIVE SUMMARY**

The City recently received a complaint from a resident about a neighbor’s beehive that is close to their shared property line. From the information provided to the City, the complainant approached the City to deal with the beehive which they consider to be a nuisance. Staff reviewed the City’s Code and it is silent on the issue of beehives in West U, which leaves any resolution of the issue as a civil matter that can be resolved in the Harris County Courts.

The City Attorney has prepared two ordinances for the City Council’s consideration regarding this issue. Below are the three options for Council’s consideration with a brief description of each ordinance:

- Option 1      No changes.
- Option 2      Require a minimum distance of 300 feet from any home, school, church or other public spaces.
- Option 3      Allow beehives with the City, but adopt restrictions as to the number and placement as well as requirements concerning hive construction, location of a flyway barrier and availability of a water source.

Both ordinances would restrict the maintenance of wild bees as well as those in managed hives.

The City Attorney has approved both ordinances to legal form.

**RECOMMENDATION**

Staff recommends that the City Council take any action they desire.

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; AMENDING CHAPTER 14, ANIMALS, ARTICLE I, IN GENERAL, OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, BY ADOPTING A NEW SECTION 14-8, KEEPING OF BEES RESTRICTED, FOR THE PURPOSE OF REGULATING THE KEEPING OF BEES AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.**

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

**Section 1.** Chapter 14, Animals, Article I, In General, of the Code of Ordinances of the City of West University Place, Texas is amended by the adoption of a new Section 14-8, to read as set out in Appendix A, attached hereto for the purpose of regulating the keeping of the bees. All other portions of Chapter 14 of the Code of Ordinances not specifically amended hereby remain in full force and effect.

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

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

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

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

**PASSED, APPROVED AND ADOPTED ON FIRST READING** on the \_\_\_\_ day  
of \_\_\_\_\_, 2019.

**PASSED, APPROVED AND ADOPTED ON SECOND READING, AND SIGNED,**  
on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**Attest:** \_\_\_\_\_  
City Secretary (Seal)

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

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

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

**Appendix A**

**(Language to be added shown by underline, language to be deleted shown by strike-out).**

(Amended Section 14-8, Code of Ordinances)

**Section 14-8, Keeping of Bees Restricted.**

(a) No person shall raise, maintain, harbor or keep bees or a bee hive at any time or place within 300 feet of a residence, apartment, condominium, motel, hotel, school, school grounds, nursery, church, park, walk, road, municipal or public building, restaurant, retail sales business, office building, parking area used by the public or any other place of human habitation.

(b) Definition. In this section, "bee" means any insect within the superfamily apoidea (e.g., bees, wasps, etc.).

**ORDINANCE NO. XXXX**

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

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

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

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

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

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

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



**PASSED, APPROVED AND ADOPTED ON FIRST READING** on the \_\_\_\_ day  
of \_\_\_\_\_, 2019.

**PASSED, APPROVED AND ADOPTED ON SECOND READING, AND SIGNED,**  
on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**Attest:** \_\_\_\_\_  
City Secretary (Seal)

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

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

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

**Appendix A**

**(Language to be added shown by underline, language to be deleted shown by strike-out).**

(Amended Article IV, Code of Ordinances)

ARTICLE IV, Bees.

Section 14-100. DEFINITIONS.

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

- (a) APIARY means a place where a bee colony is kept.
- (b) BEE means any stage of the common domestic honey bee, Apis mellifera species.
- (c) COLONY means a hive and related equipment and appurtenances including bees, comb, honey, pollen, and brood.
- (d) HIVE means a structure intended to house a colony.
- (e) TRACT means a contiguous parcel of land under common ownership.
- (f) UNDEVELOPED PROPERTY means any property that is not improved or under improvement for human use or occupancy, including property developed as a street or highway, or used for a commercial agricultural purpose.

Section 14-101. APIARY MAINTENANCE.

- (a) A person shall keep a colony in a Langstroth-type hive with removable frames that is maintained in sound and usable condition.
- (b) A person shall provide a source of water to a colony to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.
- (c) A person shall store or dispose of bee comb or other material removed from a hive in a sealed container, building, or other bee-proof enclosure.

Section 14-102. HIVE LOCATION.

A person may not locate a hive within 10 feet of the property line of a tract, as measured

from the nearest point of the hive to the property line, nor may a hive be located within a person's front yard or side yard set back.

Section 14-103. CONSTRUCTION OF FLYWAY BARRIER.

- (a) Except as provided in Subsection (b), a person who keeps a colony within 25 feet of the property line of a tract, as measured from the nearest point of a hive to the property line, shall establish and maintain a flyway barrier parallel to the property line.
- (b) A person is not required to construct a flyway barrier if the apiary tract is adjoined by undeveloped property for a distance of at least 25 feet from the property line of the tract that is closest to location of the colony.
- (c) A flyway barrier created under this section must:
  - (1) consist of a solid wall, fence, dense vegetation, or combination of these materials at least six feet high; and
  - (2) extend at least 10 feet beyond the hives on each end of the colony.

Section 14-104. CONTROL OF AGGRESSIVE COLONY.

- (a) A person shall immediately replace the queen in a colony that exhibits aggressive characteristics, including stinging or attempting to sting without provocation, or a disposition towards swarming. A person required to replace a queen under this subsection shall select the replacement from bee stock bred for gentleness and non-swarming characteristics.
- (b) As required for swarm management, a person may maintain a nucleus colony for each two colonies allowed under this chapter. A person may house a nucleus colony in a structure not exceeding a standard 9 5/8 -inch depth ten-frame hive body with no supers attached. A person shall dispose of or combine a nucleus colony with an authorized colony not later than the 30th day after the date the nucleus colony is acquired.

Section 14-105. COLONY DENSITY.

- (a) Except as provided in Subsection (b), a person may not keep more than:
  - (1) two colonies on a tract one-quarter acre or smaller;
  - (2) four colonies on a tract larger than one-quarter acre but smaller than one-half acre;
  - (3) six colonies on a tract one-half acre or more but smaller than one acre;
  - (4) eight colonies on a tract one acre or more.
- (b) A person may keep an unlimited number of colonies on a tract: (1) on which all hives are located at least 200 feet from each property line of the

tract; or (2) adjacent to undeveloped property for at least 200 feet from any hive.

Section 14-106. HIVE IDENTIFICATION AND OWNERSHIP.

- (a) Except as provided in Subsection (b), a person shall: (1) brand, paint, or otherwise clearly mark the apiary owner's name or telephone number on at least two hives placed at opposite ends of an apiary; or (2) post a conspicuous sign displaying the apiary owner's name and telephone number at the entrance to the apiary tract.
- (b) A person is not required to place owner identification on or near a colony located on a tract on which the owner resides.

Section 14-107. INSPECTION OR ENFORCEMENT BY CODE ENFORCEMENT OFFICER.

- (a) The Code Enforcement Officer may inspect an apiary between the hours of 8:00 a.m. and 5:00 p.m. If the owner of the apiary resides on the tract or the owner's name is marked on the colony, the Code Enforcement Officer shall attempt to give the owner notice of inspection.
- (b) The Code Enforcement Officer may investigate a complaint of a violation of this chapter.
- (c) For enforcement actions under this chapter, the Code Enforcement Officer may presume that the person who owns or has a present right of possession or control of a tract on which an unidentified colony is located is the owner of the colony. A person may rebut the presumption of ownership by presenting the Code Enforcement Officer with a written agreement identifying the name, address, and telephone number of the owner of the unidentified colony.

Section 14-108. DESTRUCTION OF WILD OR ABANDONED BEES.

- (a) The Code Enforcement Officer will order relocation of bees described in Subsection (b)(1)—(3) if the relocation of the bees can be done without threatening human or animal health or interfering with the normal use and enjoyment of public or private property.
- (b) If relocation of bees under Subsection (a) is not possible then, without notice and a hearing, the Code Enforcement Officer may order destruction of: (1) a colony not residing in a hive; (2) a swarm of bees; or (3) a colony residing in an abandoned standard or man-made hive.

Section 14-109. NOTICE OF VIOLATION OR HEARING.

- (a) Except as provided in Section 14-108 (Destruction of Wild or Abandoned Bees), the Code Enforcement Officer shall issue written notice to a person the Code Enforcement Officer believes to be in violation of this chapter. Notice of violation issued under this section must include: (1) a description of the alleged violation; (2) a description of the required corrective action; (3) a statement that compliance is required within 10 days of the date of the notice; and (4) a statement that the person may request a hearing to determine if a violation of this chapter exists.
- (b) If a person requests a hearing or fails to correct an alleged violation within 10 days of the date a notice of violation is issued, the Code Enforcement Officer shall issue a notice of hearing to the person. Notice of hearing issued under this section must include: (1) the date, time and place of the hearing; (2) a description of the alleged violation; (3) a statement that the person may appear in person or through counsel, present evidence, cross examine witnesses, and request that the proceeding be recorded; and (4) a statement that the bees may be ordered relocated, destroyed or removed if the Code Enforcement Officer finds a violation of this chapter has occurred.
- (c) Except as provided in Subsection (d), the Code Enforcement Officer shall send notice under this section by certified mail.
- (d) If the Code Enforcement Officer is unable to locate the owner of a colony, notice under this chapter may be given by: (1) a single publication in a newspaper of general circulation at least five days before the date of the hearing; and (2) posting a notice on the tract where the colony is located.

Section 14-110. § 3-6-24 - ENFORCEMENT PROCEDURE.

- (a) The Code Enforcement Officer shall conduct a hearing requested under this chapter under the preponderance of credible evidence standard of proof.
- (b) If the Code Enforcement Officer finds that a person has committed a violation of this chapter, the Code Enforcement Officer may: (1) issue an enforcement order; (2) order that the person's bees be relocated, destroyed or removed not later than the 20th day after the date of the decision; and (3) prohibit the person from locating a colony on the same tract for a period of two years following the date of the decision.
- (c) The Code Enforcement Officer may issue a warning if the Code Enforcement Officer determines that a person did not intentionally commit a violation and that the person has implemented corrective action

sufficient to cure the alleged violation.

- (d) If a person fails to comply with an enforcement order issued under this chapter, the Code Enforcement Officer may destroy or relocate a colony subject to the order.
- (e) After destruction or relocation of a colony by the Code Enforcement Officer, a person may agree to pay all related expenses and request that the Code Enforcement Officer return all usable components of the hive structure that are not damaged or unsafe for use.
- (f) In issuing orders under this section, the Code Enforcement Officer will order the relocation of bees, instead of their destruction, if relocation can be done without threatening human or animal health or interfering with the normal use and enjoyment of public or private property.

Section 14-111. § 3-6-25 - APPEAL.

- (a) A person may appeal the Code Enforcement Officer's decision under this chapter to a court of competent jurisdiction. An appeal under this section shall stay the Code Enforcement Officer's decision.
- (b) The Code Enforcement Officer may not require a person to remove a colony subject to a decision under appeal pending the determination of the appeal.

**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	June 24, 2019	<b>AGENDA ITEM:</b>	6
<b>DATE SUBMITTED:</b>	June 19, 2019	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	D. Beach, City Manager	<b>PRESENTER:</b>	B. Higley, Mayor
<b>SUBJECT:</b>	<b>Poor Farm Ditch Update</b>		
<b>ATTACHMENTS:</b>	None		
<b>EXPENDITURE REQUIRED:</b>	N/A		
<b>AMOUNT BUDGETED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		

**EXECUTIVE SUMMARY**

City update on current matters related to Harris County Flood Control District's Poor Farm Ditch project.

**RECOMMENDATION**

Staff recommends City Council discuss and take any desired action.

**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	June 24, 2019	<b>AGENDA ITEM:</b>	7
<b>DATE SUBMITTED:</b>	June 18, 2019	<b>DEPARTMENT:</b>	Finance
<b>PREPARED BY:</b>	Marie Kalka, Finance Director	<b>PRESENTER:</b>	Marie Kalka, Finance Director
<b>SUBJECT:</b>	<b>Comprehensive Annual Financial Report (CAFR)</b>		
<b>ATTACHMENTS:</b>	The CAFR will be available online by 10:00 a.m. on Friday, June 21 at <a href="https://westutx.gov/247/Transparency-in-Government">https://westutx.gov/247/Transparency-in-Government</a>		
<b>EXPENDITURE REQUIRED:</b>	N/A		
<b>AMOUNT BUDGETED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		

**EXECUTIVE SUMMARY**

In accordance with Article VII, Section 7-12 of the Charter, Weaver and Tidwell, LLP, Certified Public Accountants (Auditor), has conducted the independent audit and prepared the City of West University Place's Comprehensive Annual Financial Report (CAFR) for the period ending December 31, 2018.

The CAFR is a thorough and detailed presentation of the City's financial condition at a certain point in time. It reports on the City's activities and balances for each fiscal year in accordance with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The CAFR is presented to the governing body for acceptance and is not subject to revision unless there is an observed error in the document.

As is standard in all annual audits, the Auditors have issued an opinion letter and a management letter to provide an overall picture of the City operations. The Auditor's opinion letter is contained within the CAFR and is an unmodified or "clean" opinion. The management letter includes comments and makes recommendations on areas in which the City should strengthen its procedures.

This year's management letter and our responses are attached and a representative from Weaver and Tidwell, LLP, will be at the council meeting to present the final report.

**RECOMMENDATION**

Staff recommends acceptance of the City's 2018 Comprehensive Annual Financial Report.



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	June 24, 2019	<b>AGENDA ITEM:</b>	8
<b>DATE SUBMITTED:</b>	June 18, 2019	<b>DEPARTMENT:</b>	Public Works
<b>PREPARED BY:</b>	G.Barrera, Interim PW Dir.	<b>PRESENTER:</b>	G.Barrera, Interim PW Dir.
<b>SUBJECT:</b>	<b>Sludge Hauling Contract for Wastewater Treatment Plant</b>		
<b>ATTACHMENTS:</b>	General Services Contract		
<b>EXPENDITURE REQUIRED:</b>	\$55,000 (1 <sup>st</sup> year)		
<b>AMOUNT BUDGETED:</b>	\$55,000		
<b>ACCOUNT NO.:</b>	401-5050-74051		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		

**EXECUTIVE SUMMARY**

With the current five-year contract expiring in July 2019, the City recently solicited formal bids for the hauling and disposal of bio-solids (sludge) from the Wastewater Treatment Plant. Bio-solids is a product of the wastewater treatment process. In order to be complaint with federal and state regulations, the bio-solids must be treated and disposed of properly. The bio-solids are typically incinerated, buried in a landfill or recycled as fertilizer.

The City received the following bids from qualified vendors:

	Annual Cost	5-Year Total
K3BMI	\$ 55,000	\$ 275,000
Sprint Waste Services	\$ 57,000	\$ 285,000

Staff reviewed both bids and determined the best value to the City was the bid from our current provider K3BMI. It should be noted that K3BMI reuses the bio-solids as fertilizer, typically on turf farms. Annually, the City processes approximately 2,400-2,500 cubic yards of bio-solids.

The term of the contract is for 5 years and appropriations will be approved during the City's Annual Budget process. If there is an extraordinary reason for an increase outside of the annual appropriation process, the contractor is required to provide supporting documentation to justify the increase for the City's consideration and approval.

The City Attorney has reviewed the contract per legal form.

**RECOMMENDATION**

Staff recommends that City Council award this bid to K3BMI for a term of 5 years and authorize the City Manager to execute the contract.



City of  
West University  
Place

GENERAL SERVICES CONTRACT

Revised 01/24/2019

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

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

**I. Summary of Contract Terms.**

Contractor: **K3 Resources, LP (dba (BMI))**

Description of Services: Sludge Hauling and Disposal

Annual/Base Services (5-years): Per the prices indicated on Official Bid Form

- Hauling and Disposal of Bio Solids  
- \$675 per 30 cubic yard container
- Hauling and Disposal of Wet Bio-Solids  
- \$0.06 cents per gallon
- On-Site Dewatering of Wet Bio-Solids  
- \$0.045 cents per gallon

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 either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to 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.

#### **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.
- 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**

Copy

**OFFICIAL BID FORM**

**TO:** City of West University Place, Texas ("Owner")

**FROM:** K3 BMI ("Bidder")

**PROJECT:** Bio-Solids Hauling and Disposal ("Project")

**INVESTIGATION AND INFORMATION.** The Bidder assures the Owner that: (1) the Bidder has become fully informed about the Project and the conditions under which the work will be performed; (2) the Bidder has inspected the locations; (3) the Bidder has become thoroughly familiar with the Contract Documents (described below); (4) the Bidder understands that the accuracy or completeness of any information relied upon by the Bidder is not guaranteed by the Owner, unless otherwise stated in writing by the Owner, (5) in any event, the Bidder has made its own interpretation of all such information, and (6) the Bidder has not colluded with any other bidder or potential bidder on this Project.

**CONTRACT DOCUMENTS; ADDENDA.** The Contract Documents, as amended to date, are on file in the Owner's Office. All Contract Documents are incorporated into this bid by this reference. The Bidder acknowledges receipt of all addenda that are on file in the Owner's Office as of 4:00 PM on the day preceding the deadline for submission of this bid.

**OFFER AND BID PRICE.** Taking into account the investigation and information mentioned above, the Bidder offers to furnish all labor, materials, tools, equipment, supervision, services, incidentals and other items for the Project and to perform the other duties required, all in accordance with the Contract Documents and for the price(s) shown in the attached Price Schedule.

**DELIVERY OF DOCUMENTS.** If the Owner awards the contract for the Project to the Bidder, the Bidder agrees to deliver all of the required Contract Documents and proof of insurance to the Owner within ten days of receiving the Contract Documents. All such documents shall be duly completed and signed as required by the Instructions to Bidders. If the Bidder fails to deliver all such completed and signed documents to the

Owner within the time allowed, the Owner may revoke the award to the Bidder. In this case, the Bidder shall pay to the Owner the amount of the Bid Security as the Owner's fixed and liquidated damages for delay, disruption and incidental expenses, it being agreed that the Owner's complete damages would be difficult to ascertain. The Owner may keep the Bidder's bid security in case of revocation of award, and the amount kept shall be applied to the amount the Bidder must pay to the Owner.

**BID SECURITY. No Bid Security Required**

**SPECIAL QUALIFICATIONS (RESPONSIBILITY).** Bidder understands that the Owner has established the following special qualifications to assist in determining responsibility of bidders for award of the contract, subject to the Instructions to Bidders:

- (1) *Five Years in Business.* The successful bidder must have been "in existence" and "in full operation" continuously during the five years preceding the date this bid is opened. "In existence" means the bidder was in existence in its present form of business organization. A bidder remained "in existence" if it just changed its name, or if it merged with or converted to another entity (provided the surviving entity succeeded to all liabilities of the pre-merger entity). A bidder was "in full operation" if it did not declare bankruptcy, make an assignment for the benefit of creditors, enter a receivership or seek reorganization or other relief from creditors.
- (2) *Surety.* The successful bidder's surety (on each bond, including bid bond) must meet all the criteria shown in the Instructions to Bidders.
- (3) *Five Projects.* The successful bidder must have commenced at least 5 projects for similar work and, of the bidder's 10 most-recently awarded or commenced projects for similar work, no more than one was problematic. "Similar work" is defined in the attached Qualification Statement. "Problematic" means that the bidder: (i) was declared to be in default by the owner or a surety, on either a bid or a contract, (ii) finished the work more than 60 days past the required completion date, or (iii) did not substantially finish the work, and there was no express agreement excusing the failure to finish the work.
- (2) *License.* The successful bidder must provide proof of current State of Texas Sludge Hauler Registration and Bio-Solids Land Application Permit(s) for each site where the Owners Bio-Solids may be applied. Additionally it is the successful bidder's responsibility to know and adhere to any and all local, state and federal regulation pertaining to the hauling and disposal of Bio-Solids.

**QUALIFICATION STATEMENT.** Bidder assures the Owner that the information in the attached Qualification Statement, Form BID-105s, is true, complete and correct.

**FIRM BID PERIOD.** This bid shall remain firm through the 90th day following the day it is opened, and an effective award may be made during that period. During that period, the Bidder may not withdraw this bid, but the Bidder may do so afterward unless an award is made first. See Instructions to Bidders.

Respectfully submitted,

K3 RESOURCES LP ("Bidder")  
(Print or type Bidder's full legal name)

By: (authorized signature) 

Name: Andy Orsuna, Title: VP/COO

Date: 6-6-19

Address: PO Box 2236 Alvin Tx 77512

Phone: 281-375-5778 Fax: 281-375-6145

Notes: **Bidder must sign this bid and attach: (1) Bid Bond, (2) Price Schedule, and (3) Qualification Statement, BID-105s.**

*The Owner requests each bidder to include a photocopy of its bid in the sealed envelope with the original bid; the photocopy should be plainly marked "COPY."*



**Price Schedule:**

**Base Bid**

Item 1                    Hauling and Disposal of Dry Bio-Solids, complete the sum of:

  675   Dollars and   00   Cents per   30   cubic  
yard container.

\$   675.00   per   30   cubic yard container

Item 2                    Hauling and Disposal of Wet Bio-Solids, complete the sum of:

  00   Dollars and   .06   Cents per gallon.

\$   .06   per gallon

Item 3                    On-Site Dewatering of Wet Bio-Solids, complete the sum of:

  0   Dollars and   .045   Cents per gallon.

\$   .045   per gallon

All pricing shall include hauling and disposal costs whether to beneficial land application or to landfills. All pricing shall include fuel, environmental fees, permit fees and all and any other regulatory fees that may be applicable. There shall be no fee included in the billing that is not described on this page unless in an attachment referenced on the bottom of this page.

## QUALIFICATION STATEMENT

**Owner:** City of West University Place, Texas

**Project:** Bio-Solids Hauling and Disposal

Similar Work (definition): Hauling and Disposal of Bio-Solids from a Municipal Wastewater Treatment Facility.

(NOTE: If any bid is to be made jointly by two or more entities, each entity must complete a separate statement.)

The undersigned Bidder certifies the following, under oath:

### A. GENERAL

Full Legal Name of Bidder: *K3 RESOURCES LP*

Check one: ( ) Partnership ( ) Joint Venture () Corporation  
( ) Other: \_\_\_\_\_

Address: *PO Box 2236*  
*Arling TX 77512*

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

TCEQ Hauler's License No.: *22430* *10*

Bio-solids disposal or beneficial land application Permit Nos.: *SEE ATTACHMENTS*

Tax Identification No.: *76-0321053*

### B. ORGANIZATIONAL BACKGROUND

1. If the Bidder is a PARTNERSHIP or JOINT VENTURE

a. Date of organization:

b. State whether partnership is general or limited:

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

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>% owned</i>
-------------	----------------	--------------	----------------

2. If Bidder is a CORPORATION or LLC

a. Date of incorporation or formation: 1996

b. State of incorporation or formation: TEXAS

c. Charter/permit number:

d. Principal place(s) of business: TEXAS

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

f. Officers;

*President: Karlis ERGUNS*

*Vice President(s): Andy DRENNAN*

*Secretary:*

*Treasurer:*

*Other:*

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

Name	Address	Telephone	% owned
Karlis ERGUNS		281-375-5778	82
Andy DRENNAN		281-375-5778	10

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

a. Describe the organization:

b. List all principals of the organization:

Name	Address	Telephone	Title
------	---------	-----------	-------

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

4. How long has the Bidder done business under its present name and at its present address? 22 years

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

Name:

Address:

N/A

Years:

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

       Yes

  ✓   No

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

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

\_\_\_\_\_ Yes                       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 general contractor: 35 years

b. As a subcontractor: \_\_\_\_\_ years

2. Has the Bidder ever failed to complete a contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract (in excess of 1% of total contract payments), or refused to enter into contract for work awarded to it?

\_\_\_\_\_ Yes

No

If "yes", attach details: (a) name of project, (b) contract amount, (c) type of work, (d) name and addresses of: (i) project engineer, (ii) contractor, and (iii) owner, (e) when, (f) where, and (g) why.

3. Attached is a "Project Sheet" (form attached) for each of the Bidder's five most-recently commenced projects for "similar work" (including any projects for which a contract was awarded but the work was not started).

4. Bidder's Surety

*Name and address of surety company:*

*Authorized to do surety bonds in Texas?*

*Maximum amount of bond authorized to issue:*

D. CERTIFICATION. The Bidder certifies, under oath, that all information contained in or attached to this Statement is current, correct, and complete. Any person, depository, agency, or other entity named in the Statement or attachments is authorized to supply Owner or its representative with any information necessary to verify information from this Statement.

Andy Drennan K3 RESOURCES LP  
(print or type bidder's name)

By: (authorized signature) [Signature]

Name: Andy Drennan, Title: VP/COO

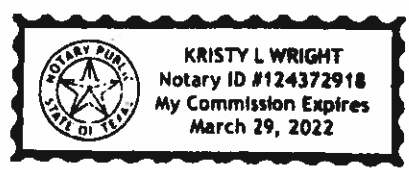
Date: 6-6-19

STATE OF TEXAS §

COUNTY OF Waller §

SWORN TO AND SUBSCRIBED before me on the 10<sup>th</sup> day of June, 2019

(SEAL)



Kristy L Wright

Notary Public My Commission Expires: March 29, 2022



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	June 24, 2019	<b>AGENDA ITEM:</b>	9
<b>DATE SUBMITTED:</b>	June 19, 2019	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	D. Beach City Manager	<b>PRESENTER:</b>	D. Beach, City Manager
<b>SUBJECT:</b>	<b>Noise Ordinance – Limiting Hours for Use of Yard Maintenance Equipment</b>		
<b>ATTACHMENTS:</b>	Ordinance		
<b>EXPENDITURE REQUIRED:</b>	N/A		
<b>AMOUNT BUDGETED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		

**EXECUTIVE SUMMARY**

An issue that has been raised repeatedly by residents to City Council is the noise caused by the prevalent use of leaf blowers and other gas powered lawn equipment operated by third-party vendors throughout the week.

A priority for the City Council is to consider simple ways to increase the quiet enjoyment of resident's property by restricting the noise from lawn care and landscaping equipment by third party providers, but still providing adequate time for residents to maintain their property.

The current ordinance allows lawn care and landscaping equipment to be used by everyone 7 days-a-week for up to a total of 85 hours. Under the proposed ordinance, the days and hours will be limited to 6 days-a-week and up to a total of 49 hours for third-party vendors. The proposed changes to the ordinance will not apply to property owners who maintain their own yards.

Below shows the current and proposed use for lawn equipment by third-party vendors:

		Mon	Tue	Wed	Thu	Fri	Sat	Sun / Hol	TOTAL
<b>CURRENT</b>	Time	7 am - 8 pm	7 am - 8 pm	7 am - 8 pm	7 am - 8 pm	7 am - 8 pm	8 am - 8 pm	Noon - 8 pm	
	# of Hours	13	13	13	13	13	12	8	85
<b>PROPOSED</b>	Time	8 am - 5 pm	8 am - 5 pm	8 am - 5 pm	8 am - 5 pm	8 am - 5 pm	9 am - 1 pm	None	
	# of Hours	9	9	9	9	9	4	None	49

If approved, the changes will take effect September 1, 2019, which provides homeowners approximately two months to make arrangements with their lawn service providers.

The City Attorney has approved per legal form.

**RECOMMENDATION**

Staff recommends that the City Council approved the ordinance on the first of two readings.

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; AMENDING CHAPTER 54, OFFENCES AND MISCELLANEOUS PROVISIONS, ARTICLE II, NOISE, SECTION 54-40, ENUMERATION OF SPECIFIC NOISES, OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, BY ADOPTING NEW RESTRICTIONS RELATED TO THE USE OF THIRD PARTY LAWN CARE AND LANDSCAPING EQUIPMENT AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.**

**WHEREAS**, the citizens of the City of West University Place, Texas (the "City") have requested multiple times over a span of several years for relief from the noise caused by third party lawnmowers, edging machines, leaf blowers, chain saws, power washers and other lawn care or landscaping equipment (the "Third Party Lawn Services") during the evening, weekend and holiday hours; and

**WHEREAS**, the noise caused by Third Party Lawn Services during the evening, weekend, and holiday hours denies citizens the peaceful enjoyment of their property; and

**WHEREAS**, the City Council of the City desires to limit the noise caused by Third Party Lawn Services to ordinary business hours and to half the day on non-holiday Saturdays in order to address the quality of life concerns raised by citizens;

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

**Section 1.** The Recitals set forth above are found to be true and correct and are adopted as the finding of the City Council.

**Section 2.** Chapter 54, Article II, Noise, Section 54-40, Enumeration of Specific Noises of the Code of Ordinances of the City of West University Place, Texas is amended by the repeal of the existing Sub-Section 54-40(14) and the adoption of a new Sub-Section 54-40(14) 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 3.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 4.** If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction,

neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

**Section 5.** The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

**Section 6.** This Ordinance takes effect September 1, 2019.

**PASSED, APPROVED AND ADOPTED ON FIRST READING** on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**PASSED, APPROVED AND ADOPTED ON SECOND READING, AND SIGNED,** on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**Attest:** \_\_\_\_\_  
City Secretary (Seal)

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

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

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

Harris County, Texas  
City of West University Place

**Appendix A**

**(Language to be added shown by underline, language to be deleted shown by strike-out).**

(Amended Section 54-40(14), Code of Ordinances)

Section 54-40(14) The sound made by lawnmowers, edging machines, leaf blowers, chain saws, power washers or any other gasoline, diesel or electric powered lawn care or landscaping equipment, if the equipment is operated by a third-party service before 8 a.m. or after 5 p.m. on Monday through Friday, before 9 a.m. or after 1 p.m. on Saturday, or at any time on Sunday or any of New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, including whenever New Year's Day or Christmas Day falls on a Saturday or Sunday, the corresponding Friday or Monday on which the city observes that holiday. For the purposes of clarity, the restrictions set forth in this Subsection (14) do not apply when the activities producing the sound are performed by the owner or occupant of the residence where the activities are being performed. Further, the affirmative defense set forth in Section 54-41(a) does not apply to the violation of this Subsection (14).

**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	June 24, 2019	<b>AGENDA ITEM:</b>	10
<b>DATE SUBMITTED:</b>	June 18, 2019	<b>DEPARTMENT:</b>	Finance
<b>PREPARED BY:</b>	M. Kalka, Finance Director	<b>PRESENTER:</b>	M. Kalka, Finance Director
<b>SUBJECT:</b>	<b>Update on E-Statements</b>		
<b>ATTACHMENTS:</b>	None		
<b>EXPENDITURE REQUIRED:</b>	N/A		
<b>AMOUNT BUDGETED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		

**EXECUTIVE SUMMARY**

In September 2017, City Council set a goal to reduce the number of residents receiving a paper utility bill statement from 93% to 40% by 2019.

In February 2019, staff presented a proposal that would require mandatory e-statements for utility bills with two roll-out options. One had a June 2019 deadline and the other set the deadline to January 2020 and would be discussed during the Annual Budget process. At that time, the City Council opted to continue with voluntary enrollment.

In April 2019, Council requested that staff provide an update regarding progress of e-statement sign ups, which at the time was approximately 23%. Below is the progress from January 2017 to May 2019.

Jan-17	Jan-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
4%	7%	15%	16%	17%	23%	29%

At their April 2019 meeting, City Council directed staff to implement a deadline of June 30, 2019 for residents to sign up and consider options to encourage residents to meet that deadline. Exemptions for senior, disabled and veterans were to be considered.

In reviewing the process, staff feels the June 30 deadline is not feasible for a couple reasons. The first being there is very little flexibility the staff has to encourage residents to sign up because any

discounts offered were not considered during the rate study to determine the monthly utility rates. Depending upon the end of the year revenue, this could require the use of fund reserve and higher rates the following year. The second reason, previously the City didn't require account holders to provide an email address, which makes communicating with account holders more problematic because we are relying on printed communications that requires account holders to read.

Overall, we have made great progress since the beginning of the year by nearly doubling the participation with e-statements from 15% to 29%. Below is a summary of the marketing changes made since January 2019 that has helped us increase participation:

- Created new customer application form which defaults to e-statement unless resident opts out;
- Requirement that utility customers provide email addresses;
- Mailed utility billing statements in envelope marked "going green";
- Published notices in *City Currents*;
- Included flyers in monthly utility billing statements;
- Encouraged voluntary sign up during any contact with a utility customer;
- Published notices on the City's website, social media accounts, and in the utility billing statements; and
- Distributed flyers at appropriate City events.

Staff has planned the following additional marketing promotions:

- Soliciting customers via postcard mailings;
- Emailing notices to customers who still receive paper statements;
- Including notices in future editions of *City Currents*; and
- Rolling out the City's new online bill pay service (Point & Pay) will include a section to sign up for an e-statement.

At this time, staff is requesting that City Council consider extending the voluntary sign up period through the end of the year and that discussion for mandatory sign up with any cost or incentives be considered during the City's annual budget process, which will ensure that the fund remains healthy.

### **RECOMMENDATION**

Staff requests that City Council provide feedback and approve staff's request to extend the voluntary sign up period through the end of the year.



# The City of West University Place

*A Neighborhood City*

## **CITY COUNCIL**

Bob Higley, Mayor  
John P. Barnes, Councilmember  
Lauri Lankford, Councilmember  
Ed Sobash, Councilmember  
Kevin Trautner, Councilmember

## **STAFF**

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

## **CITY COUNCIL ACTION MINUTES**

The City Council of the City of West University Place, Texas, met in a workshop and regular session on **Monday, June 10, 2019**, in the Municipal Building, 3800 University, West University Place.

**Call to Order.** Mayor Higley called the meeting to order at approximately 6:00 p.m. in the Municipal Building Bill Watson Conference Room. Council and Staff in attendance were: Councilmembers Barnes, Lankford, Sobash, and Trautner, City Manager Beach, City Secretary Gilliam, and City Attorney Petrov.

### **WORKSHOP (6:00 p.m. in the Council Conference Room)**

#### **1. Executive Session**

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

**Section 551.071** Consult with legal counsel to seek or receive legal advice.

**Section 551.072** Discuss the value, sale, purchase, exchange or transfer of real property with the City.

Councilmember Sobash moved to recess the Workshop and convene into executive session in accordance with Sections 551.071 and 551.072 of the Texas Government Code. Councilmember Trautner seconded the motion. **MOTION PASSED.**

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

**Noes:** None

**Absent:** None

#### **2. Close Executive Session and Adjourn Workshop**

With no action taken, the executive session closed, the workshop reconvened and then adjourned at approximately 6:30 p.m.

### **REGULAR MEETING (6:30 p.m. in the Council Chambers)**

**Call to Order.** Mayor Higley called the meeting to order at approximately 6:00 p.m. in the Municipal Building Bill Watson Conference Room. Council and Staff in attendance were: Councilmembers Barnes, Lankford, Sobash, and Trautner, City Manager Beach, City Secretary Gilliam, City Attorney Petrov, Finance Director Kalka, Police Chief Walker, Interim Public Works Director Barrera, and Building Official Clay Chew.

City Secretary Gilliam confirmed that the Notice of the meeting was posted as required by law.

Resident and Eagle Scout Bob Scott led the Pledge of Allegiance.

**3. Invocation**

Pastor Jeff Smith, St. Andrews Presbyterian Church will lead an invocation.

Pastor Smith led the invocation.

**4. Remarks from City Council**

Matters related to remarks from City Council.

Mayor and City Council made brief remarks regarding being elected to serve on City Council.

**5. Reconvene Regular Meeting and Take Any Desired Action**

~~Matters related to action, if any, as a result of Executive Session.~~

This item was inadvertently included on this agenda.

**6. Public Comments**

Comments were made from the following:

- Alida Drewes, 6112 Fordham Street, spoke regarding fees, senior citizens, and her opposition of the Poor Farm Ditch project design.
- Alan Arnold, 6421 Virginia Court, spoke in opposition of the proposed Harris County Flood Control District (HCFCD) project design for Poor Farm Ditch.
- Susan Bickley, 6401 Virginia Court, deferred her comment until discussion of the resolution relating to Poor Farm Ditch.
- Kevin Boyle, 6425 Virginia Court, deferred his comment until discussion of the resolution relating to Poor Farm Ditch.
- Eddie Matthews, 5906 Fordham, spoke in opposition of the proposed HCFCD project design for Poor Farm Ditch.
- Teri Bolin, 3830 Rice Boulevard, spoke regarding her neighbor raising bees and the dangers of him doing so.
- Bob Scott, 6401 Virginia Court, deferred his comment until discussion of the resolution relating to Poor Farm Ditch.
- Lynn Rosas, 6433 Virginia Court, deferred her comment until discussion of the resolution relating to Poor Farm Ditch.
- Alex Rosas, 6433 Virginia Court, deferred her comment until discussion of the resolution relating to Poor Farm Ditch.
- Christian McMurray, 6413 Virginia Court. City Secretary Thelma Gilliam read an email from Mr. McMurray into record regarding his opposition to the project design proposed by HCFCD relating to Poor Farm Ditch.
- Kathryn McMurray, 6413 Virginia Court. City Secretary Thelma Gilliam read an email from Ms. McMurray into record regarding her opposition to the project design proposed by HCFCD relating to Poor Farm Ditch.



- Bruce Beneke, resident at 2304 Tangley and an environmental scientist, spoke in support of Ms. Bolin and her concern regarding bees being raised by her neighbor. He recommended that Council amend the current ordinance to prohibit someone from raising bees in the City.

**7. Selection of the Mayor Pro Tem**

Matters related to the selection of the Mayor Pro Tem. *Recommended Action: Discuss and take any desired action. Mayor Bob Higley*

Councilmember John Barnes moved to select Kevin Trautner as the Mayor Pro Tem. Councilmember Sobash seconded the motion. **MOTION PASSED.**

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

**8. Resolution for Poor Farm Ditch**

Matters related to a resolution regarding Poor Farm Ditch. *Recommended Action: Discuss and take any desired action. Mayor Bob Higley*

Before taking comments from those that deferred to speak until discussion of this item, Mayor Higley stated that Council would consider tabling the resolution.

Comments were made from the following residents:

Susan Bickley, 6401 Virginia Court, spoke to say she would have no objection in tabling the resolution and expressed her opposition of the HCFCD project design of Poor Farm Ditch.

Lynn Rosas, 6433 Virginia Court, spoke to express her opposition of the HCFCD project design of Poor Farm Ditch.

Kevin Boyle, 6425 Virginia Court, spoke to express his opposition of the HCFCD project design of Poor Farm Ditch.

Bob Scott, 6401 Virginia Court, spoke to express his opposition of the HCFCD project design of Poor Farm Ditch.

Alex Rosas, 6433 Virginia Court, spoke to express his opposition of the HCFCD project design of Poor Farm Ditch.

Alex Rosas, 6433 Virginia Court, spoke to express his opposition of the HCFCD project design of Poor Farm Ditch.

After hearing from the public, Councilmember Sobash moved to table the resolution for at least one session to review more information in order to see if needs to go back on the table and to also take a look at engineering studies. Councilmember Trautner seconded the motion. **MOTION PASSED.**

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

**9. Suspension in City Council's Compensation**

Matters related to an ordinance suspending City Council's compensation. *Recommended Action: Discuss and take any desired action. Mayor Bob Higley*

Councilmember Sobash moved to adopt the ordinance suspending the compensation for councilmembers with a provision for each councilmember to opt in or out. Councilmember Barnes seconded the motion. **MOTION PASSED.**

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

**10. Alcohol Variance Request for 6119 Edloe (Pizza Motus)**

Matters related to approving a variance for an alcohol permit to Pizza Motus, 6119 Edloe. *Recommend Action: Approve variance. Mr. Dave Beach, City Manager and Mr. Alan Petrov, City Attorney*

Councilmember Sobash moved to approve the application for a variance granting an alcohol permit to Pizza Motus at 6119, Edloe. Councilmember Barnes seconded the motion. **MOTION PASSED.**

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

**11. Ordinance Amending the Fee Schedule**

Matters related to an ordinance amending the City's Fee Schedule. *Recommended Action: Adopt ordinance amending the City's Fee Schedule on the first and final reading. Mr. Gerardo Barrera, Interim Public Works Director*

Councilmember Trautner moved to adopt the ordinance amending the fee schedule on the first of two readings. Councilmember Sobash seconded the motion. **MOTION PASSED.**

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

**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 City Council Meeting Minutes of May 20, 2019, Special Meeting of May 30, 2019, Workshop of June 1, 2019, Workshop of June 2, 2019, and Workshop of June 3, 2019.

**B. Existing Elevated Structures in a Special Flood Hazard Area**

Matters related to the second reading of an ordinance regarding maximum height of existing elevated structures in a special flood hazard area. *Recommendation: Approve ordinance on the second and final reading. Ms. Debbie Scarcella, City Planner*

Councilmember Trautner moved to approve the Consent Agenda as presented. Councilmember Barnes seconded the motion. **MOTION PASSED.**

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

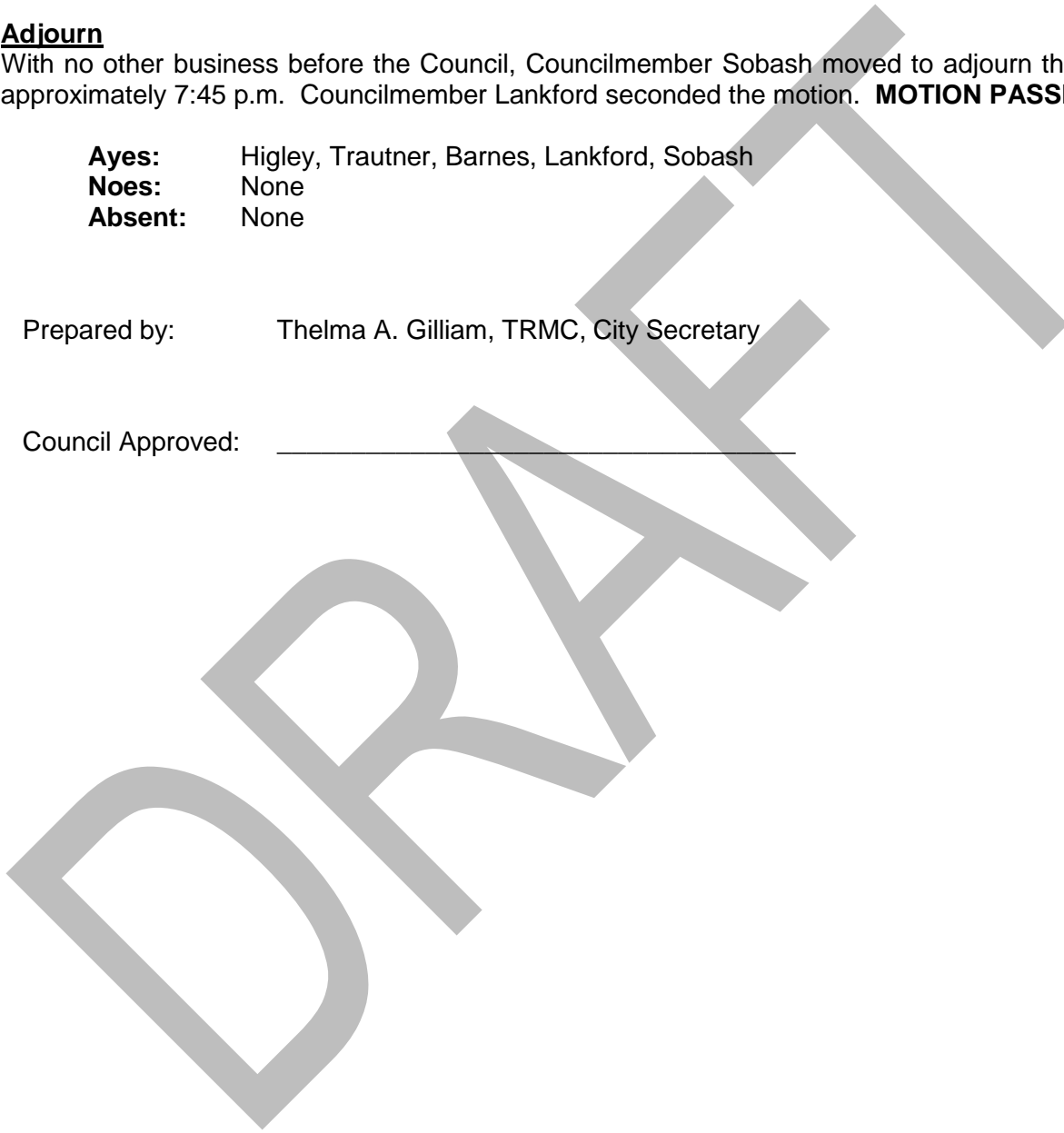
**13. Adjourn**

With no other business before the Council, Councilmember Sobash moved to adjourn the meeting at approximately 7:45 p.m. Councilmember Lankford seconded the motion. **MOTION PASSED.**

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

Prepared by: Thelma A. Gilliam, TRMC, City Secretary

Council Approved: \_\_\_\_\_



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	June 24, 2019	<b>AGENDA ITEM:</b>	11B
<b>DATE SUBMITTED:</b>	June 20, 2019	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	T. Gilliam City Secretary	<b>PRESENTER:</b>	B. Higley, Mayor
<b>SUBJECT:</b>	<b>Suspension of Council's Compensation</b>		
<b>ATTACHMENTS:</b>	Ordinance		
<b>EXPENDITURE REQUIRED:</b>	N/A		
<b>AMOUNT BUDGETED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		

**EXECUTIVE SUMMARY**

As stated in Section 2.04 of the City's Charter, the Mayor and Council are entitled to receive compensation as established by the City Council. Currently, the mayor receives \$400 monthly and councilmembers each receive \$200 monthly.

The Charter also states that the rate of compensation may be changed by the Council; however, no increase in the rate of compensation shall take effect unless ratified by a majority of the voters in an election.

Therefore, it is being requested that an ordinance be adopted allowing the mayor and a member of council to the option to suspend their monthly stipend until May 31, 2021. This action will suspend the compensation for the remainder of the term rather than decrease the amount to \$0. The suspension of the stipend will not require a future Council to hold an election to reinstate the Mayor and Council's original stipend.

**RECOMMENDATION**

Staff recommends that Council adopt the ordinance on second and final reading.

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS SUSPENDING SECTION 2-4 OF THE WEST UNIVERSITY PLACE CODE OF ORDINANCES RELATING TO THE COMPENSATION FOR THE MAYOR AND CITY COUNCIL MEMBERS**

**WHEREAS**, Section 2.04 of the City Charter of the City of West University Place, Texas (the "City") provides that the Mayor and Council Members shall be entitled to compensation as established by the City Council; and

**WHEREAS**, pursuant to Section 2.04 of the City Charter, the City Council has previously adopted Section 2-4 of the City's Code of Ordinances, establishing the monthly compensation for the Mayor and Council Members as \$400 for the Mayor and \$200 for each Council Member; and

**WHEREAS**, the City Council wishes to permit the Mayor or any Council Member to suspend payment of his or her compensation during the current City Council term.

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

**Section 1.** The recitals set forth above are found to be true and correct.

**Section 2.** Section 2-4 of the Code of Ordinances of the City is suspended such that no compensation shall be paid to the Mayor or any Council Member who files a written request to suspend compensation with the City Secretary.

**Section 3.** The suspension of Section 2-4 of the Code of Ordinances of the City as to the Mayor or any Council Member shall extend from the date of the filing of the request with the City Secretary until the conclusion of the current City Council term, May 31, 2021.

**Section 4.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 5.** 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 6.** 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.

Harris County, Texas  
City of West University Place

The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

**Section 7.** This Ordinance takes effect immediately upon its passage and adoption on second reading.

**PASSED, APPROVED AND ADOPTED ON FIRST READING** on the 10th day of June, 2019.

**PASSED, APPROVED AND ADOPTED ON SECOND READING, AND SIGNED**, on the 24<sup>th</sup> day of June, 2019.

**Attest:** \_\_\_\_\_  
City Secretary (Seal)

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

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

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