



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 Agenda de la reunión del Ayuntamiento

Notice is hereby given of a **Workshop and Regular Meeting** of the West University Place City Council to be held remotely on **Monday, February 8, 2021** beginning at **5:00 p.m.** 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 Zoom, which will allow for two-way communications between Council and the public for those desiring to participate. To attend the meeting via telephonic means, please call [346-248-7799](tel:346-248-7799) or you can join via <https://us02web.zoom.us/j/84735301343>. **The Meeting ID Number is 847 3530 1343**. Should you have difficulty entering the meeting or need assistance during the meeting, email westuzoom@westutx.gov.

Any person interested in speaking on any item on the regular agenda or during public comments must submit his/her request via email to the City Secretary at tjilliam@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. Speakers will be remain in a queue and muted until their time to speak.

Handouts or other information must be emailed to tjilliam@westutx.gov no later than one day prior to the start of the meeting. The information will be provided to Mayor and Council in advance of the meeting.

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. A recording of this meeting will be made available to the public within 3 business days after the meeting. **To obtain a hard copy of the agenda packet, please contact the City Secretary via the email address above.**

WORKSHOP (5:00 p.m.)

1. Call Workshop to Order/Roll Call

2. Citywide Traffic Study Update

Matters related to the Citywide Traffic Study. **Mr. Gerardo Barrera, Public Works Director and Ms. Eleni Pappas, Traffic Engineer**

REGULAR MEETING (6:30 p.m.)

3. Call Regular Meeting to Order/Roll Call

4. Pledge of Allegiance

5. 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.

6. COVID-19 Update

Matters related to COVID-19. *Recommended Action: Discuss and take any desired action.* **Mr. Aaron Taylor, Fire Chief and Emergency Management Coordinator** [see Agenda Memo 6]

7. Purchasing Policy

Matters related to the City's Purchasing Policy. *Recommendation: Approve resolution adopting the Purchasing Policy.* **Ms. Katherine DuBose, Finance Director** [see Agenda Memo 7]

8. Debt Management Policy

Matters related to the City's Debt Management Policy. *Recommendation: Approve resolution adopting Debt Management Policy.* **Ms. Katherine DuBose, Finance Director** [see Agenda Memo 8]

9. Fund Balance Policy

Matters related to the City's Fund Balance Policy. *Recommendation: Approve the resolution adopting the Fund Balance Policy.* **Ms. Katherine DuBose, Finance Director** [see Agenda Memo 9]

10. 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 Minutes of the regular meeting of January 25, 2021 and the special meeting of January 28, 2021. *Recommended Action: Approve City Council Minutes of January 25, 2021 and January 28, 2021.* **Ms. Thelma Gilliam, City Secretary** [see Agenda Memo 10A]

B. Ordinance Calling for the 2021 General Election

Matters related to an ordinance calling the May 1, 2021 General Election. *Recommended Action: Approve ordinance calling for the May 1, 2021 General Election on the first and final reading.* **Ms. Thelma A. Gilliam, City Secretary** [see Agenda Memo 10B]

Ordenanza por la que se convocan las elecciones generales de 2021

Asuntos relacionados con una ordenanza que convoca a las elecciones generales del 1 de mayo de 2021. *Acción recomendada: Aprobar la ordenanza que pide las elecciones generales del 1 de mayo de 2021 en la primera y última lectura. Sra. Thelma A. Gilliam, Secretaria de la Ciudad* [ver Agenda Memo 10B]

C. Chiller Replacement

Matters related to awarding a contract to replace the Chiller unit in the Police Department building and approve an ordinance to amend the budget to include funds for the replacement of the Chiller. *Recommended Action: Approve ordinance amending the FY2021 Budget on first and final reading, award contract to the Carrier Corporation in the amount not to exceed \$101,500 for replacement and installation of the Chiller, and authorize the City Manager to execute a contract. Mr. Gerardo Barrera, Public Works Director* [see Agenda Memo 10C]

D. Replacement of Wakeforest Elevated Storage Tank Riser Pipe

Matters related to awarding a contract to replace the Wakeforest elevated storage tank riser pipe. *Recommended Action: Award contract to Central Tank Coating (CTC) in an amount not to exceed \$87,500 and authorize the City Manager to execute the contract. Mr. Gerard Barrera, Public Works Director* [see Agenda Memo 10D]

11. Executive Session Related to Personnel

City Council will recess the regular meeting and convene into executive session in accordance with the following provision of Chapter 551 of the Texas Government Code (TGC):

- **Section 551.074 – Personnel Matters**
 - City Manager Contract
 - Request for Qualifications for City Attorney/Legal Services

12. Adjourn Executive Session / Reconvene Regular Meeting

Matters related to any desired action resulting from the executive session. City Council may take action on the matters discussed in Executive Session as deemed Appropriate.

13. Adjourn Regular Meeting

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 amended notice and agenda of items to be considered by the West University Place City Council on February 8th, 2021 was posted on the Municipal Building bulletin board on February 5th, 2021, at approximately 2:00 o'clock p.m.

(SEAL)

Thelma A. Gilliam, City Secretary



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

Meeting Date	02.08.2021	Agenda Item	6
Approved by City Manager	N/A	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.

Recommended Action

Report and discussion purposes only, no action recommended.



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

Meeting Date	2.8.2021	Agenda Item	7
Approved by City Manager	Yes	Presenter(s)	K. DuBose, Director
Reviewed by City Attorney	Yes	Department	Finance
Subject	Purchasing Policy		
Attachments	Resolution		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

The Purchasing Policy (Policy) ensures that the City is in compliance with Local Government Code, Chapter 252 – Purchasing and Contracting Authority of Municipalities. The Policy also provides guidance for the City’s procurement card (P-card) program.

The proposed Purchasing Policy was discussed with Council on January 25, 2021 during a workshop session.

Recommended Action

Staff recommends that the City Council approve the resolution adopting the Purchasing Policy.

City of West University Place
Harris County, Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, ADOPTING THE CITY OF WEST UNIVERSITY PLACE'S PURCHASING POLICY; PROVIDING AN EFFECTIVE DATE AND CONTAINING FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council of the City of West University Place, Texas, has determined that the adoption of policy and procedures for purchasing (the "Purchasing Policy") is prudent and beneficial for the City.

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

Section 1. The City Council of the City of West University Place, Texas, hereby adopts the Purchasing Policy, including the purchasing requirements contained therein, of the City of West University Place, which is attached hereto as "Exhibit A" and incorporated herein for all purposes.

Section 2. This Resolution shall take effect immediately from and after its passage by the City Council of the City of West University Place, Texas.

PASSED, APPROVED AND ADOPTED, by the affirmative vote of the City Council of the City of West University Place, Texas, this the ____ day of _____, 2021.

(SEAL)

Mayor

ATTEST

City Secretary

RECOMMENDED

City Manager

APPROVED AS TO LEGAL FORM

City Attorney

EXHIBIT "A"

Purchasing Policy

**CITY OF
WEST UNIVERSITY PLACE
PURCHASING POLICY**

February 8, 2021



City of West University Place
Purchasing Policy
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City of West University Place Purchasing Policy

I. Introduction and Purpose

The City of West University Place Home Rule Charter establishes Purchasing and Contracts guidance in Article VII, Section 7.13. This policy is intended to inform and instruct each department, division and their staff of the many methods of procurement and duties and responsibilities of all those involved in the purchasing process. Additionally, this policy is a guide to the proper procurement procedures to be used by designated purchasing personnel. It is not intended to answer all questions or provide a procedure for every situation. There will be exceptions requiring handling on an individual basis. This policy cannot address every situation; and, when an unusual situation occurs the final authority for City purchasing procedures is the law itself.

It is the policy of The City of West University Place that all purchasing shall be conducted strictly on the basis of economic and business merit to best promote the interest of the citizens of West University Place. The City encourages free and unrestricted competition on all bid requests and purchases, ensuring the taxpayers the best possible return on each dollar. All contracts and purchases shall be handled so as to obtain the best value for the City, with bids, proposals or quotations solicited whenever practical. The Texas State Legislature has passed and made Chapter 252 a part of the Local Government Code and it shall be the policy of the City of West University Place to fully comply in all aspects with the rules, regulations and procedures contained therein.

II. Duties and Responsibilities

Finance Department – The Finance Department is responsible for assisting all departments and divisions in understanding established purchasing policies and procedures in order to ensure they are consistently followed. The Finance Department shall recommend to the City Council and/or City Manager any policies and procedures needed to ensure that goods are acquired, stored, disbursed, utilized and disposed of in a uniform and economical manner.

Departments/Requisitioner – Each department operates as the primary agent for its purchases. Working in coordination with the City Secretary, each Department Head or designee shall be responsible for legal advertising, receipt and opening of bids, quotes, and proposals. Each Department Head or designee shall be responsible for presentation of bids, quotes and proposals for their respective department as well as be responsible for the purchase and receiving of all supplies, materials, equipment and services attributable to their department. Each department shall be responsible for promoting the safety, health and general well-being of the citizens of West University Place within the bounds of fiscal responsibility, while preserving and advancing the quality of life for its citizens. The department and requisitioner shall allow sufficient time for the Finance Department to issue a purchase order and the vendor to make delivery. The department/requisitioner shall not obligate the City without a purchase order, except for an emergency or expedited purchase, as outlined in this policy.

III. Purchasing Code of Ethics

The City of West University Place's objective is to promote a high standard among the personnel designated to perform the purchasing function within their department, herein called "Purchasing

employees.” The goal of the City is to obtain the maximum value for each dollar of expenditure in an open and competitive manner. An ethical code of conduct has been established as a guideline. This code is in addition to ethics policies that may be established in other City policies. These ethical standards require hard work, courage and difficult choices. In the end, however, employees and citizens will always be better served by doing what is right, rather than what is expedient.

- Purchasing employees will act impartially and with the highest degree of integrity to foster public confidence in City government, and to ensure open, fair and unrestricted competition of available City business in accordance with the City Charter, Ordinances, City Policies and the Texas Local Government Code.
- Purchasing employees will not accept, directly or indirectly, tangible benefits including, but not limited to, money, gifts, favors, entertainment, discounts, passes, transportation, accommodation, hospitality, or offers of employment that may influence or give the appearance of influencing procurement-related decisions. De Minimis benefits, as defined by the Internal Revenue Service are excluded from this prohibition. <https://www.irs.gov/government-entities/federal-state-local-governments/de-minimis-fringe-benefits>
- In the event that a Purchasing employee learns the City is conducting or intends to conduct business with a vendor with which they or a member of their family or friends have a financial interest, the Purchasing employee will immediately disclose this potential conflict of interest to the Finance Director and refrain from all activity with respect to this vendor. In cases involving the Finance Director, he or she shall immediately report the potential conflict to the City Manager.
- Purchasing employees shall conduct themselves in a courteous and professional manner with the Department's internal customers, vendors and citizenry with whom they come in contact, striving always to act objectively and without discrimination or bias of any form.
- Purchasing employees will not utilize confidential or sensitive information acquired in the course of their duties for personal gain or for the benefit of family or friends, and they shall act only within the official level of their authority.
- Purchasing employees will immediately inform their respective Department Head upon learning of a potential or existing situation in which the Department has an interest. They will strive to ascertain all relevant facts in a timely manner as well as analyze all possible solutions, and present what they believe to be the best solution to the Finance Director.
- Purchasing employees will not willfully or unlawfully conceal, remove, mutilate, falsify or destroy any government document or record, nor will they make any false or fictitious statements in connection with any official matter, document or record.
- Purchasing employees are prohibited from placing bids in a City of West University Place auction or from purchasing any item of City surplus, abandoned or police confiscated property.
- Purchasing employees are not authorized to make a purchase for his or her personal use through the City's purchasing process nor with petty cash.
- With the exception of a sole source supplier, the City will not purchase from a business or

organization if a city employee or any member of the employee's immediate family or friend has a financial interest in the business or organization.

- With the exception of a sole source supplier, the City will not purchase from a business or organization if a city employee or any member of the employees' immediate family or friend is negotiating or has an arrangement concerning employment with the business or organization.
- Purchasing employees will not obtain bids from unqualified suppliers to be evaluated as "approved equals" against a responsible bidder in order to gain a price or any other advantage.
- Purchasing employees will not attempt to influence a supplier by leaving copies of bids, or other confidential correspondence, where a supplier may see them.
- Purchasing employees will not allow a supplier(s) to have information on a competitor's quotation and allow a supplier(s) to re-quote.
- Purchasing employees will not allow personal preference to enter into the supplier selection process.
- Purchasing employees will not lie or mislead a salesperson in a negotiation.
- Interpretations regarding ethics are to be based upon intent.

IV. Basic Guidelines

The following guidelines should be adhered to ensuring the prompt purchase of supplies and equipment, and facilitating the efficient operation of the accounts payable process. Pursuant to Section 151.309 of the Texas Tax Code, the City is a governmental entity and is not subject to the Sales and Use tax. **No Sales and Use tax shall be paid by the City.** Purchasing employees shall provide the City's Texas Sales and Use Tax Exemption Certification to the vendor to prevent Sales and Use tax from being charged.

Pursuant to Local Government Code Section 176.006, a vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with West University Place and has an employment or other business relationship with a West University Place employee or family member of the employee and has given the employee or family member one or more gifts (as defined by Section 176.003) or is a family member of a West University Place employee.

Purchasing Requirements Based on the Amount of Purchase

Purchase Amount	HUB Contract Required?	Required to be Advertised?	Council approval of Contract?	Petty Cash?	Procurement Card?	Requisition/PO Needed?
< \$50	No	No	No	Yes	Yes	No
>\$50, <\$1,000	No	No	No	No	Yes	No
>\$1,000	No	No	No	No	Yes, within P-card limits	No
>\$3,000, <\$50,000	Yes	No	No	No	Yes, within P-card limits*	Yes
>\$50,000	No	Yes	Yes	No	No	Yes

*Only for emergency purchases

1. Purchases of materials with a cost of \$50 or less may be made with petty cash or with the procurement card. Fifty dollars (\$50) is the maximum dollar value for any one purchase from petty cash. Exceptions not to exceed \$100 may be approved by the Finance Director or designee. Any exception must be noted on the receipt or attached documentation explaining the reason for the exception.
2. Purchases of \$3,000 or less but in excess of \$50 may be made without a purchase order (PO) or with a procurement card. Emergency purchases (as defined in Emergencies Section VI) in excess of \$50 but not over \$50,000, may be made without a PO or with a procurement card if within the assigned limits for the purchaser. For annual contracts, a purchase order is required.
3. Purchases of materials or services with a cost in excess of \$3,000 may be made with a purchase order (PO) or procurement card within the assigned limits for the purchaser. A purchase requisition with the quote information shall be entered into the financial management software. The source documentation for the quotes shall be uploaded and attached to the requisition in the financial management software.

A purchase order (PO) must be issued by the Finance Department before any merchandise can be ordered or service can be performed. After a PO is issued by the Finance Department, the respective Department may place the order with the vendor. PDFs of the PO may be obtained in the Purchase Order section of the financial management software. These PDFs can be e-mailed to the vendor.

4. For expenditures of more than \$3,000 but less than \$50,000, the City must contact at least two historically underutilized businesses (HUB) on a rotating basis. A list of these businesses is available from the Texas Comptroller of Public Accounts at www.window.state.tx.us/procurement. Additionally, the City of Houston website includes a list of local HUBs in the MWDBE/SBE Directory on the Business Menu

<https://houston.mwdbe.com/FrontEnd/VendorSearchPublic.asp>. If either list fails to identify a HUB in Harris County, the City is exempt from this requirement. Further, when making a purchase through one of the procurement programs listed above, additional quotes are not required.

5. All purchases over \$50,000 shall be made by sealed formal bids (unless there is an exception) and presented to the City Council for approval.

Pursuant to Government Code section 2252.908, a business entity must complete a Certificate of Interested Parties (Form 1295) and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. The unique certification number to be used should be identified in the Request for Qualifications (RFQ), Request for Proposal (RFP), or Request for Bid (RFB). The business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the City.

The City must notify the Texas Ethics Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City.

6. All contracts for services that have an annual fee payable one time, quarterly or monthly shall be entered on a single requisition for the 12-month period of January 1 through December 31, the City's fiscal year. The original executed contract shall be attached to the requisition in the financial management software and/or on file with the City Secretary's office, to be maintained electronically in Laserfiche. Those filed in Laserfiche should include the requisition comment "Docs in Laserfiche".

Contracts for services for which a final fiscal year cost is not easily determined shall be entered on a single requisition for the 12-month period of January 1 through December 31. A reasonable estimate shall be made by the Department for the total amount needed. The requisition comments should include "Blanket PO" to signal the Finance Department to ensure the blanket PO selector field is marked on the purchase order. Changes shall be made to the PO as deemed necessary after the Finance Department receives a written request from the originating department.

7. Any expenditure outside these procedures will be considered an unauthorized, personal purchase. The person making this purchase may be held liable for payment of such purchase and subject to the City of West University Place's disciplinary procedures.

V. Exemptions from Competitive Bidding

Some of the most commonly used exemptions from competitive bidding are listed below. Refer to Local Government Code Section 252.022 for a list of general exemptions allowed.

1. Emergency Purchases – Competitive bids and advertising for all bids shall be required, except in the case of an emergency. Emergency purchases of \$50,000 or greater shall be subsequently ratified by Council. Emergencies are defined in Section VI.

2. Cooperative Purchases – Purchases through a cooperative purchasing program are exempt from competitive bidding requirements.
3. Sole Source Purchases – Purchases available from only one supplier or manufacturer are exempt from competitive bidding requirements. The Department declaring a sole source purchase may be required to certify that other reasonable sources of supply do not exist. Some sole source items might include:
 - a. Items that are patented, copyrighted, secret processes, or natural monopolies;
 - b. Films, manuscripts, or books;
 - c. Gas, water, and other utility services;
 - d. Captive replacement parts or components for equipment;
 - e. Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials, and
 - f. Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
4. Professional Services as described in Government Code 2254.003 – Procurements for personal, professional, or planning services are exempt from competitive bidding requirements. The Request for Proposal (RFP) process is encouraged as time and the situation permits. The selection of professional services must be made on the basis of demonstrated competence and qualifications for a fair and reasonable price. Professional fees under the contract must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and may not exceed any maximum provided by law. With respect to contracting for construction projects, the City Council may determine that a selection method described in Government Code Chapter 2267 provides a better value for the City.

Professional services that are covered:

- a. Accounting
- b. Architecture, including landscaping
- c. Land surveying
- d. Medicine
- e. Optometry
- f. Professional engineering
- g. Real Estate appraising
- h. Professional nursing

VI. Emergencies

In Texas, an emergency is defined in the Local Government Code Section 252.022 and includes but is not limited to:

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
2. A procurement necessary to preserve or protect the public health or safety of the municipality's residents

Emergencies between \$3,000 and \$50,000 that occur after hours when three (3) competitive bids cannot be received and a purchase order (PO) cannot be issued, must be declared an "Emergency" by the Department Head. In this situation a purchase can be made without an advance purchase order so that the emergency can be remedied. The department with the emergency must notify the City Manager and Finance Director of the occurrence between 7:30 AM and 5:30 PM during the next regular working day. The Finance Department will then issue a PO for the occurrence upon receipt of documentation of the purchase and the qualifying emergency

Emergencies over \$50,000 that occur after hours when three (3) competitive bids cannot be received and a PO cannot be issued, must be subsequently ratified by the City Council.

VII. Invoices

An invoice is an itemization by the supplier of merchandise purchased or services provided. Invoices generally contain the same information that is on the purchase order (PO). Vendors are to submit invoices as follows:

City of West University Place
Attn: Accounts Payable
3800 University Blvd.
West University Place, TX 77005

E-mail: accountspayable@westutx.gov

All invoices shall be sent directly to Accounts Payable by the supplier. It is the responsibility of the applicable department to ensure that the vendor sends the invoice directly to Accounts Payable by utilizing the "Bill to" address. The "Sold to" address should indicate the department or person to which goods or services were sold.

VIII. Credit Memo

If a purchase order has been issued, a credit memo from the supplier shall be issued on goods returned to the supplier by the user departments. The user department should submit a written request for a change order to the Finance Department, noting the goods returned, and those received in exchange where applicable. The credit memo from the supplier will be entered into the financial management system to facilitate an electronic record of the credit on the returned goods. The system will apply the credit when future purchases are made with that supplier. After the department has verified that purchases will no longer be made with that vendor, Finance will contact the supplier to remit payment for any remaining credit balances.

Exchange for goods not listed on, or adding items to, the purchase order (PO) is not permitted. A written request for a change order is required to be submitted to the Finance Department.

IX. Procurement Cards

This policy establishes the procedures for procurement card use. The procurement card is provided to City of West University Place employees based on their need to purchase business related goods and services and is provided to employees solely for the City's convenience. **The card is not an entitlement nor reflective of title or position and may be revoked at any time. Personal charges shall not be made on the card.** Cardholders must comply with internal control

procedures to protect the City's assets. These procedures include keeping receipts, reviewing monthly statements and following proper security measures. All related purchasing policies and procedures must be followed when using the procurement card.

1. Procurement Card Definitions

Department Director – Includes the City Manager, City Secretary, Public Works Director, Finance Director, Police Chief, Fire Chief, Human Resources Director, Information Technology Director, and Parks and Recreation Director

Division Manager – Includes all other Managers not listed as a Department Director

Program Administrator – Finance Department staff designated by the Finance Director

Note: The hierarchy established by these definitions and the use of these titles within this policy is not intended to mirror the nomenclature used in the career progression program.

2. Procedures

Card Issuance – A card will be issued to a City employee upon the Finance Department's receipt of a written request or approval from the applicable Department Director. An approved individual will receive the card after signing a Procurement Cardholder Agreement Form (Appendix C) acknowledging receipt of this Purchasing Policy and the assigned credit card.

Once an employee receives his/her card, it shall be signed and kept in a secure place. The employee whose name appears on a card is the only person entitled to use the card. That person is responsible for all charges made with the card. Improper use of the card may be considered misappropriation of City funds, which may result in disciplinary action, up to and including termination. Although the card is issued to the employee, it remains City property and may be rescinded at any time. A Cardholder must surrender his/her card upon request and/or termination of employment. The employee should use the card only for the types of purchases established by this policy.

Procurement Card Purchases – The procurement card program does not circumvent the City's purchasing policies and procedures. Instead, it is designed to streamline smaller purchases that are made directly with vendors.

The procurement card is NOT to be used for the following commodities and services:

- Alcoholic beverages
- Capital equipment
- Cash advances/travelers checks
- Personal items
- Split Purchases which are multiple purchases of less than \$3,000 from a single vendor for similar purchases adding up to more than \$3,000
- Items available through established annual contracts
- Fuel, fluids and repair for personal vehicles
- Computer hardware & peripherals not coordinated with the Information Technology Management Department (IT)
- Software or software subscriptions not coordinated with IT

Qualified card purchases include, but are not limited to, the following:

- Advertising
- Freight and shipping charges (FedEx, UPS, etc.)
- Subscriptions (not IT related), books
- Seminars, training, memberships, registration, travel (*All travel related expenses must comply with the City's Travel Policy*)
- Catering and delivery services
- Goods and Services not exceeding \$3,000
- Payment for city utilities (i.e., electricity, natural gas, cable, internet). This method of payment for utilities shall be coordinated with and set up by the Finance Department.

Each employee's card has been assigned an individual credit limit based on the established spending limits table shown below. If that limit is not sufficient to accommodate monthly requirements, the employee may request an increase through their Department Director. Written authorization by a Department Director is required before a Program Administrator will change the credit limit, including temporary increases to the credit limit.

The following is a table of the spending limit levels established by this policy.

Level	Monthly Card Limit	Single Transaction Limit
A	\$10,000	\$3,000
B	\$7,500	\$3,000
C	\$5,000	\$1,000
D	\$1,500	\$500

Certain merchants are blocked from the program, and purchases through them will be declined. If the employee feels that his/her purchase has been mistakenly declined, the employee should contact a Program Administrator.

Receipt of and Return of Goods & Services – The Cardholder is responsible for ensuring receipt of goods and services and shall follow-up with the vendor to resolve any delivery problems, discrepancies or damaged goods.

Items should be returned directly to the vendor by whichever means the vendor requires. The Cardholder is responsible for seeing that proper credit is posted to his or her procurement card account for any returned items.

Proof of Purchase Documentation and Reconciliation – With the authority to purchase specific goods and services comes the responsibility to maintain adequate documentation at the source of the transaction. Documentation must support the legitimate business purpose of

all transactions made with the procurement card. Examples of supporting documentation include receipts, packing slips, and copies of order forms or applications.

Cardholders or a Department Head designee must create an invoice in the financial management software and attach supporting documentation, assigning charges to the appropriate account number(s), project code(s), and work order/job number(s) if applicable. The invoice date shall be the statement date for the transactions. The vendor invoice number format shall be the statement date (mmddyyyy) and the cardholder's last name (i.e., 04052020smith). The vendor invoice number format may be changed as determined by the Finance Department.

If entire card account numbers are printed on any receipts, the Cardholders are required to conceal the first twelve (12) digits of their account number, leaving the last four (4) digits exposed, prior to turning in their purchase documentation.

Cardholders will receive a monthly statement after each billing cycle ends. These statements identify all procurement card purchases and the total dollar amount charged during the billing cycle. Cardholders are required to review their statements for accuracy and to ensure that all the goods and services have been received for which there is a charge. If cardholders wish to keep their statements, they must keep them secure. If cardholders wish to discard their statements, they must do so properly by shredding the documents. Please do not forward cardholder statements to Finance.

Discrepancies and Dispute Procedures – The Cardholder is responsible for following up with a vendor for any erroneous charges, disputed items, or returns. The Cardholder should contact the vendor first to resolve any outstanding issues. However, a Cardholder may dispute a charge that appears on their account statement. Disputed charges can result from failure to receive goods or services, fraud or misuse, altered charges, defective merchandise, incorrect amounts, duplicate charges, credits not processed, etc.

Remember: by law, vendors are not permitted to bill a credit card for purchases until the items have been shipped.

Finance – Each Department is responsible for ensuring the correct account number, project code, work order number and job number is entered for each transaction. If the cardholder does not have authorized financial management system access to the account number to which the charge has been authorized, the cardholder is to contact the Finance Director or Treasurer to change the account number on the financial system invoice.

Lost, Stolen or Compromised Procurement Cards – It is the responsibility of the Cardholder to immediately report a lost, stolen or compromised procurement card. The City of West University Place is liable for all transactions if the card is not immediately reported to the card issuer. A Cardholder must report, in writing, a lost or stolen procurement card to a Program Administrator at the time of the occurrence. The Program Administrator will request a replacement card from the card issuer.

Misuse of the Procurement Card – The procurement card reflects the City's trust in the employee and his/her empowerment as a responsible employee of the City of West University Place to safeguard and protect its assets. As a Cardholder, each employee assumes the responsibility for the protection and proper use of the procurement card, including timely reconciliation.

The following are a few examples of "Misuse" of the procurement card; this list is not exhaustive, and is included for illustrative purposes only:

- **Personal Misuse**
 - Purchases using the card for the sole benefit of the employee; clothing and food not authorized by the employee's department
 - Assignment, transfer, or "loaning" of an individual card to another employee or person
 - Failure to submit receipts for all purchases on a timely basis
 - Use of a procurement card by a suspended or terminated employee
- **Administrative Misuse**
 - Lack of proper and timely reconciliation of individual Cardholder account
 - Card use in direct violation of acquisition goals (use of the procurement card for commodities available, through established annual contracts or local suppliers who provide the best value)
 - Failure to comply with State code requirements to notify Historically Underutilized Businesses
 - Failure to comply with the City's Insurance Policy and the State code requirements for obtaining insurance certificates for public works contracts.

Allegations of misuse of the procurement card will be investigated promptly. The following procedures shall be observed:

- Via e-mail, the Cardholder, Supervisor and the Manager will be advised of any instances of non-compliance as they occur. The Manager is required to immediately respond to the email and provide assurances that the matter has been properly addressed.
- If the Finance Department does not receive a response from the Division Manager or designee within three (3) business days, an e-mail will be sent to the Cardholder's Manager with a CC to the Department Director.
- If a response is not received within three (3) business days of the second e-mail, an e-mail will be sent to the Department Director with a CC to the City Manager.

Each employee should be aware that misuse of the procurement card may result in disciplinary action, up to and including termination and criminal prosecution.

Procurement Card Audits – To ensure the continued success of the Procurement Card Program, periodic audits will be performed by the Finance Department. The purpose of the audits is to ensure that authorized policies and procedures are being adhered to by the Cardholders and their respective departments.

Appendix A

Definitions

The following definitions are intended to assist the reader in understanding the language used throughout this policy. When using this policy, if there is a word or words that are not clearly understood and if is not defined in this section, please do not hesitate to contact the Finance Department for clarification and/or interpretation.

Award – Approval by the City Council, City Manager, Finance Director or their designee, under whose authority a purchase order is issued.

Best Value – If the sealed competitive bidding requirement applies to the contract for goods or services, the contract may be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, we may consider:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the City's needs;
- the bidder's past relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services, and
- any relevant criteria specifically listed in the request for bids or proposals

Bid Advertisement – A public notice put in a newspaper of general circulation, containing information about a Notice to Bidders, Request for Proposal or Request for Qualifications. Bid, RFP, and RFQ notices may be posted electronically on the City website at www.westutx.gov.

Bid List – A list of vendors who have indicated in writing an interest in submitting bids for particular categories of goods and services. Due to decentralized purchasing, the City of West University Place currently does not maintain a bid list.

BONDS

Bid Bond – A bond required of a contractor that ensures that the contractor will enter into the contract for which he has submitted a formal written bid and/or proposal.

Payment Bond – A bond required that ensures that all suppliers and subcontractors of the contractor will be paid for work and/or material supplied in the course of the contract. Chapter 2253.021 (a)(2)(B) of the Government Code requires a payment bond for any public works construction project that exceeds \$50,000.

Performance Bond – A bond required that guarantees vendor performance during the execution of the contract. Chapter 2253.021 (a)(1) of the General Government Code requires a performance bond for any public works construction project that exceeds \$100,000.00.

Capital Equipment – Generally, property with a useful life of two or more years and a purchase cost of at least \$5,000.

Commodity Code or Merchant Category Code (MCC) – A specific group of goods or services categorized into distinct classes that have been assigned a numerical reference number within the purchasing and inventory system.

Competitive Bidding – The process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

Component Purchases – Purchases of component parts, which in normal purchasing practices would be purchased in one purchase.

Consulting Services – The service of studying or advising the City under a contract that does not involve the traditional relationship of employer and employee.

Contract – An agreement between the City and a supplier to furnish supplies and/or services over a designated period of time, during which purchases are made of the commodity specified.

Contractor – The successful vendor(s) awarded a contract by the City of West University Place.

Cooperative Purchase – A procurement conducted by, or on behalf of, more than one public procurement unit, or by a public procurement unit with an external procurement unit. Examples include, but are not limited to Buy Board, GSA Cooperative Purchasing Program, Texas Department of Information Resources (DIR), Texas Procurement & Support Services (TPASS) and TxSmartBuy.

Delivery Date – The date by which goods or services are needed.

Emergency – Purchases that are made to meet a critical, unforeseen need of the City, where the City's ability to serve the public would be impaired if the purchase is not made immediately. Emergency purchases are exempt from standard purchasing procedures and must qualify for exemption as outlined in Local Government Code 252.022 – General Exemptions.

Encumbrance – The process wherein the City reserves funds for the purchase of supplies, goods, services, and equipment in one budgetary-accounting period, and pays for the purchase in another budgetary-accounting period.

Expedite – When the purchasing process is accelerated through normal procedures in order to prevent work stoppage or loss of government's money.

FOB Destination Point – Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his receiving dock; freight claims must be filed and handled by the seller.

FOB Shipping Point – Free on Board (FOB); shipment becomes 'collect' from seller's shipping dock; freight charges may be prepaid and added to the invoice; title to goods passes to buyer at the shipping dock of seller; freight claims must be filed and handled by buyer.

Goods – A generic term that includes all types of property to be purchased by the City; equipment, supplies, materials, component and repair parts.

Lowest Responsible Bidder – This is the vendor who offers the lowest bid which meets all the specifications, requirements, terms and conditions of the Invitation to Bid. It is expressly

understood that the lowest responsible bid includes any related costs to the City, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract. The term is also used to refer to the experience or safety record of the vendor.

Professional Services – Services rendered by a person or firm that requires years of education and service for one to attain competence and which calls for high order of intelligence, skill, and learning as described in Government Code 2254.003 (Mental or intellectual skills, rather than physical or manual).

Purchase – An act that includes the acquisition of goods or services, to include the act of leasing personal or real property. Separate, sequential, and component purchases shall be treated as a single purchase.

Purchase Order – A formal, binding, legal agreement issued by the City. A purchase order is requested by a departmental requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the goods or services and pay for them at the agreed price.

Request for Bid (RFB) – A formal written document that requests from bidders a firm price and delivery details for specified merchandise listed on a purchase requisition. An Invitation to Bid is always required when the anticipated level of expenditure will be greater than \$50,000. It may also be used any time the Finance Director, the Department Head, or the City Manager feels it is justified.

Request for Proposal (RFP) – A formal written document requesting that potential vendors make an offer for services to the City. The RFP method of procurement may be used for goods or services including high technology and insurance when it is determined that the proposal process provides the best value to the City. When the RFP is used for the selection of professional services as allowed in the Local Government Code 252.022(a)(4), the City shall comply with Government Code 2254.003 in the procurement of these services. The City shall not award a contract for these services based on competitive bids but shall make the selection and award on the basis of demonstrated competence and qualifications for a fair and reasonable price. Fees must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum(s) provided by law.

Request for Qualifications (RFQ) – A formal written document used when soliciting providers of architectural, engineering or land surveying services. The City shall comply with Government Code 2254.004 in the procurement of these services. The City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee shall be negotiated. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City shall formally end negotiations with that firm and select the next most highly qualified firm and begin negotiations with that provider for a fair and reasonable price.

Requisition – The source document for all purchasing activity. This form communicates a department's needs to the Finance Department and authorizes the Finance Department to enter into a contractual relationship for delivery of the goods and/or services. A requisition is for

communicating internal requirements and should not be used by the departments for the order and delivery of goods and/or services.

Separate or Split Purchases – Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

Sequential Purchases – Purchases made over a period of time for items that in normal purchasing practices would be purchased in one purchase.

Services – A generic term to include all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical or professional services.

Sole Source – Purchases of goods or services that are available from only one supplier. There may be just one vendor because of patents or copyrights, or simply because the vendor is the only one that supplies the good or service. These purchases are exempt from the standard bidding requirement and must qualify as outlined in Local Government Code 252.022.

Specifications – Statements containing a detailed description of the terms of the contract, as well as specific details for the goods and/or services. The details or specifications should be descriptive, but not restrictive.

State Contract Purchase – An item available through the State of Texas Procurement & Support Services (TPASS). The State has publicly advertised and received qualified bids for specific items. These appear on a listing periodically published by the State. The City of West University Place has elected to participate in the cooperative purchasing program for governmental subdivisions and other state agencies.

Surplus – Item(s) no longer needed by a department, regardless of its value or condition.

Vendor – A generic term applied to individuals and companies alike, who provide goods and services to the City.

Appendix B

City of West University Place Cardholder Agreement

Participating Employee Acknowledgment of Responsibilities

By participating in the City of West University Place's procurement card program as a cardholder, you assume responsibilities pertaining to the operation and administration of the procurement card program as outlined in the City's Purchasing Policy.

You acknowledge receipt of your assigned credit card and the City's Purchasing Policy.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document. I certify that as a participating cardholder of the City of West University Place procurement card program, I understand and assume the responsibilities listed above.

Employee Signature

Title

Name (Print)

Date

Department Head Signature

Title

Name (Print)

Date

Cardholder and Department Head:

Retain one copy each and forward original to the Finance Department – Financial Analyst.



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

Qww3 Meeting Date	2.8.2021	Agenda Item	8
Approved by City Manager	Yes	Presenter(s)	K. DuBose, Director
Reviewed by City Attorney	Yes	Department	Finance
Subject	Debt Management Policy		
Attachments	Resolution		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

The Debt Management Policy (Policy) ensures that the City has established guidelines for issuing new debt and managing existing debt.

The proposed Debt Management Policy was discussed with Council on January 25, 2021 during a workshop session.

Recommended Action

Staff recommends that the City Council approve the resolution adopting the Debt Management Policy.

City of West University Place
Harris County, Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, ADOPTING THE CITY OF WEST UNIVERSITY PLACE'S DEBT MANAGEMENT POLICY; PROVIDING AN EFFECTIVE DATE AND CONTAINING FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council of the City of West University Place, Texas, has determined that the adoption of policies for debt management (the "Debt Management Policy") is prudent and beneficial for the City.

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

Section 1. The City Council of the City of West University Place, Texas, hereby adopts the Debt Management Policy of the City of West University Place, which is attached hereto as "Exhibit A" and incorporated herein for all purposes.

Section 2. This Resolution shall take effect immediately from and after its passage by the City Council of the City of West University Place, Texas.

PASSED, APPROVED AND ADOPTED, by the affirmative vote of the City Council of the City of West University Place, Texas, this the ____ day of _____, 2021.

(SEAL)

Mayor

ATTEST

City Secretary

RECOMMENDED

City Manager

APPROVED AS TO LEGAL FORM

City Attorney

EXHIBIT "A"

Debt Management Policy

Debt Management Policy

February 8, 2021

OVERVIEW

The City of West University Place is authorized by federal law, Texas law, and the City Charter to issue long-term debt to finance the cost of permanent public improvements. The process of issuing debt, making debt service payments, and reporting results is regulated by federal and state law. The management of debt proceeds, including investment, appropriation, and spending is also heavily regulated and must be addressed to ensure transparency to the public, responsiveness to oversight and reporting agencies, as well as compliance with internal controls, records requirements, and security for cash proceeds.

PURPOSE

The purpose of the Debt Management Policy is to establish and maintain guidelines for issuing new debt, as well as managing outstanding debt.

POLICY

Use of Debt Financing – Debt financing, to include general obligation bonds, revenue bonds, certificates of obligation, and other debt obligations permitted to be issued or incurred under Texas law, shall only be used to acquire capital assets or refinance existing debt obligations. In accordance with Texas law and the City Charter, debt will not be issued to fund routine operating expenditures.

Prior to issuing debt, the City shall first consider other alternative funding methods including current revenues, unrestricted reserve funds, and grants. The City shall also consider the Fund Balance Policy and liquidity needs. When appropriate, the City may issue short-term obligations maturing within the current fiscal year for cash flow management purposes.

Types of Debt

General Obligation – General Obligation (GO) bonds require voter approval except when issued for refunding. GO bonds are intended to provide long-term financing for capital infrastructure improvements payable by the City's ad valorem taxes.

Certificates of Obligation – Certificates of Obligation (CO's) do not require voter approval and may be issued after a 45-day notice period. CO's may be used to finance any public works project or capital improvement, as permitted by State law.

Revenue Bonds – Revenue Bonds are supported by revenues other than ad valorem tax revenue, such as water, sewer, and solid waste service revenues.

As an alternative to issuing Revenue Bonds, the City may issue Certificates of Obligation or General Obligations and transfer the annual debt service requirements from the Enterprise Fund (Water & Sewer or Solid Waste) to the Debt Service Fund. Historically, this approach has resulted in interest rate savings due to the City's bond rating.

Debt Structures – When issuing long-term debt, the City will not finance a capital improvement over a period greater than the useful life of the improvement.

Debt Refunding – The refinancing and/or restructuring of existing debt is used to take advantage of lower interest rates and/or provide debt relief. The City’s financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt.

Reporting Requirements – The City will comply Federal requirements to inform the Municipal Securities Rulemaking Board through the Electric Municipal Market Assess (EMMA) website of any and all continuing disclosure documents and annual financial statements. The City will maintain procedures to comply with arbitrage rebates and other Federal requirements related to the debt issuance.

Bond Reimbursement Resolutions – The City may utilize bond reimbursements as a tool to manage its debt issuances, due to arbitrage requirements and project timing. In doing so, the City uses existing funds to delay bond issuances until a later time when it’s favorable and most beneficial to the City.

RESPONSIBILITIES

The City Manager and/or the Manager’s designee will be responsible to present for approval and implement debt issuances in accordance with budgets and long-term financial plans approved by the City Council as well as the City Charter, State law, Federal law, and this Policy.



AGENDA MEMO

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

Meeting Date	2.8.2021	Agenda Item	9
Approved by City Manager	Yes	Presenter(s)	K. DuBose, Director
Reviewed by City Attorney	Yes	Department	Finance
Subject	Fund Balance Policy		
Attachments	Resolution		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

The Fund Balance Policy (Policy) ensures that the City is in compliance Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

The proposed changes to the Fund Balance Policy were discussed with Council on January 25, 2021 during a workshop session. Staff is recommending the following changes:

- Provide additional justification for ensuring adequate fund balances
- Modify the unassigned fund balance and working capital minimums to be based on operating expenditures, rather than operating revenues.
- Add language to address balances for Internal Service Funds
- State that unassigned fund balance surpluses will not be used for recurring operations
- Allow surplus unassigned fund balance in the General Fund to be transferred to Capital Reserve Fund
- Establish recommended timeframe for replenishing fund balance deficit
- Add Monitoring and Reporting section
- Minor grammatical and formatting changes

Recommended Action

Staff recommends that the City Council approve the resolution adopting the Fund Balance Policy.

City of West University Place
Harris County, Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, AMENDING AND ADOPTING THE CITY OF WEST UNIVERSITY PLACE'S FUND BALANCE POLICY; PROVIDING AN EFFECTIVE DATE AND CONTAINING FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council of the City of West University Place, Texas has previously established policies and procedures for fund balances (the "Fund Balance Policy"); and

WHEREAS, the City Council of the City of West University Place, Texas has found a review of the Fund Balance Policy to be prudent and appropriate.

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

Section 1. The City Council of the City of West University Place, Texas, has reviewed the City's Fund Balance Policy and its fund balance requirements and the policy and requirements adopted in Section 2 hereof records all changes made by the City Council to such document.

Section 2. The City Council of the City of West University Place, Texas, hereby adopts the Fund Balance Policy, including the fund balance requirements, of the City of West University Place, which is attached hereto as "Exhibit A" and incorporated herein for all purposes.

Section 3. This Resolution shall take effect immediately from and after its passage by the City Council of the City of West University Place, Texas.

PASSED, APPROVED AND ADOPTED, by the affirmative vote of the City Council of the City of West University Place, Texas, this the ____ day of _____, 2021.

(SEAL)

Mayor

ATTEST

City Secretary

RECOMMENDED

City Manager

APPROVED AS TO LEGAL FORM

City Attorney

EXHIBIT "A"

Fund Balance Policy

Fund Balance Policy

Revised February 8, 2021

PURPOSE

The purpose of this policy is to ~~establish—ensure financially prudent guidelines and parameters are maintained, which is~~ a key element of the City's financial stability. ~~of the City by setting guidelines for fund balance maintenance. In the name of economic stability, it is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the City's general operations.~~

One part of the City's financial stability is maintaining adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.

This Policy will ensure that the City maintains adequate fund balances for the purposes of:

- Providing sufficient cash flow for daily operations
- Maintaining a high bond rating to secure low borrowing costs
- Offsetting significant revenue constraints and shortfalls
- Providing funds for unforeseen expenditures
- Demonstrating a commitment to long-term financial planning

DEFINITIONS

Fund Equity – A fund's equity is generally the difference between its assets and its liabilities.

Fund Balance – An accounting distinction is made between the portions of fund equity that spendable and non-spendable. These are ~~classified broken-up into~~ five categories:

- 1) Non-spendable fund balance – includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or permanent funds.
- 2) Restricted fund balance – includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants, court security, and child safety fees.
- 3) Committed fund balance – includes amounts that can be used only for the specific purposes determined by a formal action of the City Council. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally.
- 4) Assigned fund balance – comprises amounts intended to be used by the City for specific purposes. Intent can be expressed by City Council or by an official or body to which the City Council has delegated the authority. In governmental funds other than the General Fund, assigned fund balance represents the amount that is not restricted or committed. This indicates

that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

- 5) Unassigned fund balance – is the residual classification of the General Fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

POLICY

Committed Fund Balance

The City Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the City Council at the City's Council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

Assigned Fund Balance

The City Council has authorized the City's Finance Director to assign fund balance to a specific purpose as approved by this fund balance policy.

Minimum Unassigned Fund Balance

General Fund –

It is the policy of the City to achieve and maintain an unassigned fund balance in the General Fund equal to 20 percent of estimated operating expenditures ~~revenue~~ for the current Annual Budget. Balances of less than the prescribed levels shall only be allowed with specific approval of City Council.

Enterprise Funds – All enterprise ~~other operating~~ funds ~~reserves~~ will ~~be maintained~~ working capital equal to at least 10% percent of the estimated expenditures ~~revenue~~ for the current Annual Budget. Balances of less than the prescribed levels shall only be allowed with specific approval of City Council.

Internal Service Funds – All internal service funds will maintain appropriate balances to support the operational needs of each respective fund. The fund balances will be reviewed during the Annual Budget process.

If unassigned fund balance exceeds the target set by policy, the City ~~may~~ will use surpluses for one-time expenditures. A surplus in the unassigned fund balance is considered a one-time revenue source and should not be used to fund recurring operational needs. Surplus unassigned fund balance in the General Fund may be transferred to the Capital Reserve Fund. If unassigned fund balance falls below the target, the City will reduce recurring expenditures to eliminate any structural deficit for such period as necessary until the unassigned fund balance meets the minimum balance as required by this ~~policy~~ Policy. The City shall make reasonable efforts to fully replenish the fund balance within three years of a deficit onset.

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure ~~(for example, a construction project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance)~~, the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds. As an example, a construction project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance.

Monitoring and Reporting

The Finance Director will be responsible for monitoring and reporting the City's fund balances. The City Manager is responsible for making recommendations to City Council on the use of fund balance surpluses during the Annual Budget process.



AGENDA MEMO

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

Meeting Date	02.08.2021	Agenda Item	10A
Approved by City Manager	N/A	Presenter(s)	T. Gilliam, City Secretary
Reviewed by City Attorney	N/A	Department	Administration
Subject	City Council Meeting Minutes		
Attachments	Minutes		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:	N/A	
	Additional Appropriation Required:	N/A	
	Additional Account Number:	N/A	

Executive Summary

The regular Meeting Minutes of January 25, 2021 and the special Meeting Minutes of January 28, 2021, are attached.

Recommended Action

Staff recommends approval of both sets of Minutes.



The City of West University Place

A Neighborhood City

CITY COUNCIL

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

STAFF

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

CITY COUNCIL MEETING MINUTES

The City Council of the City of West University Place, Texas, **met via Zoom** in a special meeting on **Monday, January 25, 2021**, beginning at **5:30 p.m.** due to social distancing guidelines suggested by the CDC in light of the Novel Coronavirus (COVID 19).

WORKSHOP (5:30 p.m.)

1. Call Workshop to Order/Roll Call

Mayor Higley called the workshop to order via Zoom at 5:30 p.m. Mayor Pro Tem Trautner and Councilmembers Barnes, Lankford and Sobash were all present.

Staff present were City Manager Beach, City Attorney Petrov, City Secretary Gilliam, Public Works Director Barrera, and Assistant to the City Manager Thompson.

Richard Weatherly, Engineer with Freese and Nichols, and Carol Harrison with IDS were also present.

2. Drinking Water Capacity and Efficiency Study

Matters related to the Water Efficiency and Modeling Study (Water System Assessment Study). **Mr. Gerardo Barrera, Public Works Director and Mr. Richard Weatherly, Engineer**

Mr. Richard Weatherly, engineer with Freese and Nichols, presented an overview of the Water System Assessment Study. The study included:

- Field testing
- Water Distribution System Model Development
- Hydraulic Modeling Analysis Results
- Phase Improvement Recommendations
 - Partnering with City staff and City Engineer (IDS) to develop Capital Improvement Plan

Mr. Weatherly reviewed the schedule and noted that the final presentation would be presented to Council in April 2021.

Mr. Weatherly explained the hydraulic modeling analysis and said the model would be to:

- Evaluate the City's water system to see where the minimum pressures are and make sure they all meet the minimum thresholds.
- Tell where the available fire flows are.

- Tell where locations of high water age is, which can indicate water quality issues.

City Manager Beach said the overall intent of the assessment is to help identify the current condition of the water towers, what the anticipated needs are, what are the shortfalls, and what the City can do to address the shortfalls, if any.

In response to Councilmember Lankford's question as to whether the goal of the system is to have an equal water pressure across the City, including fire hydrants, as well as to ensure there are no quality issues, Public Works Director Barrera responded, yes that is the goal.

Councilmember Barnes asked if it would be feasible to explore the possibilities of having a shared water system with Southside Place. City Manager Beach stated that it probably will not be feasible, but staff will look into it.

At 6:09 p.m., Mayor Higley adjourned the workshop.

Audio of the full discussion is available on the City's website. You can also contact the City Secretary's office for a copy of the audio and/or a copy of the presentation.

REGULAR MEETING (6:30 p.m.)

3. Call Regular Meeting to Order/Roll Call

Mayor Higley called the regular meeting to order at 6:30 p.m. Mayor Pro Tem Trautner and Councilmembers Barnes, Lankford and Sobash were all present.

Staff present were City Manager Beach, City Attorney Petrov, City Secretary Gilliam, Public Works Director Barrera, Assistant to the City Manager Thompson, Police Chief Walker, Fire Chief Taylor, Finance Director DuBose, and Treasurer Nicholson.

Richard Wilson, Chair of the Zoning and Planning Commission, was also present.

4. Pledge of Allegiance

Councilmembers Lankford and Sobash led the Pledge.

5. Public Comments

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

There were no comments from the public.

6. Request for Joint Public Hearing

Matters related to a request from the Zoning and Planning Commission to hold a Joint Public Hearing related to proposed amendments to the Zoning Ordinance concerning through lots and pervious and open area requirements. *Recommended Action: Approve ordinance calling for a Joint Public Hearing with the Zoning and Planning Commission. Mr. Gerardo Barrera, Public Works Director*

Public Works Director Barrera presented and said the Zoning and Planning Commission (ZPC) is requesting that Council approve an ordinance calling for a Joint Public Hearing on Monday, February 22, 2021, to hear comments on the proposed amendments to the zoning ordinance.

Mayor Higley asked ZPC Chair Wilson if the ZPC looked at rotated corners as requested by Council. Mr. Wilson said ZPC examined that subject and decided that no action was necessary or appropriate.

For clarification, Councilmember Barnes asked, with respect to any change in the Zoning Ordinance related to rotated corner lots, what affect, if any, would that have on existing rotating corner lots already permitted by the city. City Attorney Petrov responded what already exists, and built on, becomes a prior non-conforming structure and will continue to remain.

City Manager Beach noted that ZPC was also asked to look at Municipal Overlay and that the ZPC believes the current process is adequate, so there is no recommendation from ZPC for that item as well. Chair Wilson said he is not sure that ZPC has gotten that far and said the issue is still in discussions. Chair Wilson said the ZPC did want to convey clearly to City staff the ZPC was unanimously not in favor of the draft the consultant presented to the ZPC and that the ZPC is waiting to see if anyone has a proposal on some kind of middle ground before moving forward.

Councilmember Barnes moved to approve the ordinance calling for a Joint Public Hearing with the Zoning and Planning Commission concerning through lots and pervious and open area requirements. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.** *Recommended Action: Approve ordinance calling for a Joint Public Hearing with the Zoning and Planning Commission.*

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

7. H-GAC General Assembly Appointments

Matters related to appointing a representative and alternate to the Houston-Galveston Area Council. *Recommended Action: Discuss and make desired appointments. Ms. Thelma A. Gilliam, City Secretary*

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

Mayor Pro Tem Trautner moved to appoint Councilmember Barnes and Councilmember Lankford as the representative and alternate, respectively, to the Houston-Galveston Area Council General Assembly. Councilmember Sobash seconded the motion. **MOTION PASSED.**

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

8. COVID-19 Update

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

Chief Taylor reported:

- Positivity rate in Texas is at 14.75 percent.
- Positivity rate in Harris County has increased to 19 percent.
- The Texas Medical Center reported at 11.6 percent positivity rate.
- West U has 471 confirmed cases – 96 are active, 374 have recovered, and one death.
- Majority of vaccine allocations are still being distributed to the three vaccination hubs.
- Johnson and Johnson is applying for emergency use authorization for its vaccine in February.

Councilmember Barnes asked if there are any external programs trying to get vaccines to people that are either homebound or bedbound. Chief Taylor said he is not aware of any such programs at this time, but will keep an eye out for information.

Mayor Higley asked Chief Taylor if the parks in West U were open or closed when there were record-breaking numbers in Texas. Chief Taylor said they were open.

Mayor Higley asked Chief Taylor if he believes it is necessary to close City parks in light of the new announcement that West U had one death. Chief Taylor said he does not believe it is necessary at this time as the numbers in the cases and positivity rates are trending downward. Mayor Higley asked Chief Taylor to call him if at any time before the next Council meeting he changes his mind.

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 Minutes of the regular meeting of January 11, 2021 and the Minutes of the special meeting of January 19, 2021. *Recommended Action: Approve City Council Minutes of January 11, 2021 and January 19, 2021. Ms. Thelma Gilliam, City Secretary*

B. Ground Lease – 4213 Bellaire

Matters related to approving a ground lease for 4213 Bellaire. *Recommended Action: Approve Ground lease for 4213 Bellaire. Mr. Dave Beach, City Manager*

C. Quarterly Investment Report

Matters related to the City's Quarterly Investment Report. *Recommended Action: Accept the Investment Report. Mr. Harrison Nicholson, Treasurer*

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

Councilmember Lankford removed items B and C from the Consent Agenda for discussion.

Councilmember Sobash moved to approve the remaining item on the Consent Agenda as presented. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

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

Regarding Item B, Councilmember Lankford suggested adding "Choice of Law" as well as "Choice of Venue" to all City contracts.

Councilmember Sobash moved to approve Item B with the noted adjustment. Councilmember Barnes seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash

Noes: None
Absent: None

Regarding Item C, Councilmember Lankford said there was a \$10 million increase in agency securities and though she believes it is due to the Certificates of Obligation, she wanted to be sure. Treasurer Harrison confirmed that the increase was due to Certificates of Obligation, the collection of property taxes, and allocations in investments.

Councilmember Sobash moved to approve Item C as presented. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

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

10. Recess Regular Meeting and Convene Workshop on Financial Policies

Matters related to the review of Council financial policies and staff procedures. *Ms. Katherine DuBose, Finance Director*

Mayor Higley recessed the regular meeting and convened the workshop at 7:06 p.m.

Finance Director DuBose presented this item and said as part of the strategic plan, and as a high priority for Council, staff is bringing forth three financial policies for discussion.

In response to a question from Mayor Higley as to how staff generated the proposed changes, Ms. DuBose said staff looked at policies from similar cities and looking at the best practices from the Government Finance Officers Association (GOFA).

Ms. DuBose said the Purchasing Policy outlines the procedures as required by Chapter 252 of the Local Government Code and provides guidance for the City's procurement card (P-Card) program. She said the proposed changes to the Purchasing Policy (previously referred to as the Purchasing Manual, are as follows:

- Refer to the document as an actual policy rather than a manual.
- Add "cooperative purchases" as an exemption.

After comments from Council regarding the Purchasing Policy, Ms. DuBose said staff would make the following changes:

- Remove "purchasing employees will not allow a supplier to become dependent on the City for most of its business."
- Add exception for sole source suppliers.
- Add language for the Texas Sales and Use Tax Exemption Certification.
- Add link to the IRS webpage for De Minimis fringe benefits.

Regarding the Debt Management Policy, Ms. DuBose said this is a newly created policy that will provide a framework when issuing new debt and managing existing debt.

Mayor Pro Tem Trautner said he is concerned that it appears staff is putting additional restrictions on the City with this policy when there are already limitations on debt issuances under federal and state law and existing debt covenants, which are very specific. He said the City has to be very careful not

to have a policy in place whereby some of the additional restrictions the City puts on itself are not defined.

Mayor Pro Tem Trautner said another issue he has with the Debt Policy and the additional restrictions being proposed is that the driver of Standard and Poor's (S&P) AAA rating is the \$6.5 billion asset valuation in a two square-mile area. He said with property taxes being the majority of the City's revenue, the City is not subject to the sales tax cycles and he doesn't want the numerous factors that S&P may or may not use to determine the City's AAA rating to drive some of the definitions in the policy.

Mayor Pro Tem Trautner said S&P does not state what determines the AAA, so there is no need to add additional restrictions and constrain the City unnecessarily. He suggested a policy with a couple of paragraphs that states the City's general fiscal responsibility.

Ms. DuBose said she does not see this policy as a constraining document, because it outlines what staff already does.

Councilmember Barnes said his concern is that the City may be binding itself into an existing situation that may not reflect the future environment, or changing laws, and so the City may not be able to take advantage of opportunities that could arise if staff has bring the policy back before Council to approve the changes.

Mayor Pro Tem Trautner suggested a policy that included a broad statement about fiscal responsibility in the best interest of the taxpaying homeowners, but then when the time comes there are so many factors to consider and bring in the experts at that point.

Ms. DuBose said staff will include educational information, such as definition of terms, and remove the unnecessary restrictions, as well as use "may" instead of "will" and "must" where it can be used to allow for flexibility.

Ms. DuBose presented the Fund Balance Policy, last reviewed and approved by Council in November 2011. She said staff's proposed changes include calculating the unassigned minimum fund balance to be based on expenditures, rather than revenue, and specify that in the event of a deficit the fund will be replenished within two years. Ms. DuBose said a section was added to indicate that internal service funds would be reviewed during the annual budget process, as well as an addition to allow the ability to transfer any surplus funds to the Capital Reserve Fund.

Mayor Pro Tem Trautner said the City needs to think about what the appropriate amount of reserves are. He said with the amount the City currently has in reserves, Council should work with management and find a number that protects the City based on a couple of hurricanes a year and a real estate opportunity of around \$2 million for a park, though he is not suggesting that it be spent on a park anytime soon.

Councilmember Barnes said he is not sure that Council should base real estate acquisition with park acquisition and Mayor Pro Tem Trautner said then reserve it for any opportunity that comes up.

Mayor Pro Tem Trautner said most of the City revenues come from property taxes so being a good steward of taxpayers money, he would rather dollars sit in the hands of taxpayers rather than having extra dollars sitting at the City.

Councilmember Barnes said he would like to see a statement for each of the reserves as to what those funds are for because some people feel they are "slush" funds, which they are not.

Mayor Pro Tem Trautner said he believes that the 20% (Reserve Fund) and 10% (Enterprise Fund) that the City has used works and does not see any reason to change it, but is open to management's argument to change it, if any.

Councilmember Sobash said he agrees with Mayor Pro Tem Trautner.

Councilmember Barnes confirmed that the recommendation from staff at this time is for the City to target 20% for the general fund and target 10% for the Water and Sewer Fund.

At this exact moment, what is staff recommending. City Manager Beach confirmed that it is 20 percent for the general fund and 10 percent for the utilities fund.

11. Adjourn Workshop and Reconvene Regular Meeting

At 7:57 p.m., Mayor Higley adjourned the workshop.

12. Adjourn Regular Meeting

Councilmember Barnes moved to adjourn the meeting at 7:57 p.m. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

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

Audio of the meeting is available on the City's website. You can also contact the City Secretary's office for a copy of the audio and any handouts/presentations.

Prepared by: City Secretary Thelma A. Gilliam

Approved by City Council on: _____



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 SPECIAL MEETING MINUTES

The City Council of the City of West University Place, Texas, **met via Zoom** in a special meeting on **Thursday, January 28, 2021**, beginning at **3:00 p.m.** due to social distancing guidelines suggested by the CDC in light of the Novel Coronavirus (COVID 19).

Agenda items were as follows:

1. Call Special Meeting to Order (Remotely)

Mayor Higley called the special meeting to order at 3:00 p.m.

Council and staff attending remotely were Mayor Pro Tem Trautner, Councilmembers Barnes, Lankford and Sobash, City Manager Beach, City Secretary Gilliam, and Assistant to the City Manager Thompson.

2. Convene into Executive Session

City Council will convene into executive session in accordance with the following provision of Chapter 551 of the Texas Government Code (TGC):

- **Section 551.074** – Personnel Matters; Evaluate and discuss Requests for Qualifications for City Attorney/Legal Services.

Mayor Higley recessed the special meeting and convened into executive session at 4:04 p.m.

3. Close Executive Session and Reconvene Special Meeting

Matters related to any desired action resulting from the executive session.

At approximately 6:50 p.m., Mayor Higley closed executive session and reconvened the special meeting. No action taken.

4. Adjourn

At approximately 6:50 p.m., Mayor Higley adjourned the special meeting.

Prepared by: City Secretary Thelma A. Gilliam

Approved by City Council on: _____



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

Meeting Date	02.08.2021	Agenda Item	10B
Approved by City Manager	Yes	Presenter(s)	T. Gilliam, City Secretary
Reviewed by City Attorney	Yes	Department	Administration
Subject	Ordinance Calling for the 2021 General Election / Ordenanza por la que se convocan las elecciones generales de 2021		
Attachments	Ordinance / Ordenanza		
Financial Information	Expenditure Required:		\$25,000 - \$28,000
	Amount Budgeted:		\$28,000
	Account Number:		101-1010-75001
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

The city will hold a joint election with Harris County (county) to conduct the city's general election on May 1, 2021, to elect a mayor and four councilmembers.

Though not confirmed, the county has tentatively reserved a polling location within West U for early and Election Day voting at the Community Building.

Recommendation

Staff recommends that the City Council adopt the ordinance calling for the 2021 General Election.

**City of West University Place
Harris County, Texas**

Ordinance No. XXXX

AN ORDINANCE CALLING AN ELECTION WITHIN THE CITY OF WEST UNIVERSITY PLACE, TEXAS FOR THE FIRST (1st) DAY OF MAY, 2021, FOR THE PURPOSE OF ELECTING A MAYOR AND FOUR (4) COUNCIL MEMBERS; DESIGNATING PRECINCTS AND POLLING PLACES; APPOINTING ELECTION OFFICIALS; AND CONTAINING FINDINGS AND PROVISIONS RELATING TO SAID ELECTION.

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

SECTION 1. A general election is hereby ordered and shall be held in the City of West University Place, Texas ("City") on May 1, 2021 ("Election Day"), for the purpose of electing a Mayor and four (4) Council Members of the City, in conjunction with elections to be administered by Harris County, Texas ("County") for the City and other local entities.

SECTION 2.

(a) The eSlate Direct Recording Electronic Voting System (the "DRE") or such other electronic voting equipment as may be approved by the State of Texas for use by Harris county shall be used for early voting by personal appearance and for regular voting on Election Day.

(b) Paper ballots shall be used for voting by mail and such ballots shall be manually counted.

All ballots shall be prepared in accordance with the applicable provisions of the Texas Election Code and the Voting Rights Act of 1965 and any amendments thereto so that the voters may cast their ballots for the candidates of their choice.

SECTION 3.

(a) The City consists of five (5) voting precincts and polling places (i.e., #15, #87, #133, #183, #906), the polling places of which are those designated by the County.

(b) The Presiding Judge, Manager, and Tabulation Supervisor shall be those officials appointed by the County for the purposes of this election.

(c) Each of the referenced five (5) voting precincts is a regular County election precinct and, therefore, the City hereby appoints the County election officials as its special officials for the purpose of this election.

(d) On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

(e) Early voting by personal appearance shall be conducted by the Harris County Clerk's Office, Elections Division, 1001 Preston, 1st Floor, Houston, Texas 77002, or any of the other early voting polling locations designated by the County during the early voting period (April 19, 2021 through April 27, 2021), during the hours designated by the County, on each day which is not a Saturday, Sunday, or official state or federal holiday, in accordance with the provisions of the Texas Election Code. Early voting by mail for the election shall be conducted by making

application for an early voting ballot with Harris County Elections Administrator, Attention: Elections Division, P. O. Box 1148, Houston, Texas 77251-1148. If by common or contract carrier, send the application to 1001 Preston, 4th Floor, Room 440, Houston, Texas, 77002. Voters qualified to vote early by mail may begin applying for a ballot by mail on January 1, 2021. Applications for ballots by mail must be received by the Harris County Clerk's Office in person no later than the close of business on April 16, 2021 and by mail no later than the close of business on April 20, 2021.

SECTION 4. All qualified electors of the City shall be permitted to vote at said election. Notwithstanding any provisions to the contrary in this ordinance, the election shall be held and conducted in accordance with the Texas Election Code and the Voting Rights Act of 1965, as amended, and, as may be required by law. All election materials and proceedings shall be printed in English and Spanish. In addition, standard voting information shall be provided in English and Spanish and the County shall make arrangements with the election officials for the use of a Spanish interpreter. It is found and determined that these measures will adequately serve any Spanish speakers eligible to vote in the election. In addition, per the preclearance of the United States Department of Justice and the Voting Rights Act of 1965, the County shall utilize a targeting system for Vietnamese and Mandarin Chinese speakers, as necessary, so that such language minority group members who need minority language materials and assistance receive them.

SECTION 5. The form of the notice prescribed by the Texas Secretary of State's Office shall serve as proper notice of said election. Said notice, including a Spanish translation thereof, shall be given by publishing it and posting it in accordance with Section 4.003, of the Texas Election Code. In addition, per the Voting Rights Act of 1965, the County will make the Notice available in both Mandarin Chinese and Vietnamese languages, as may be necessary pursuant to the targeting system.

SECTION 6. The Mayor, the Mayor Pro Tem, the City Manager, the City Secretary and the Assistant City Secretary, or any one of them, are authorized on behalf of the City Council to evidence adoption of this Ordinance and to do any and all other things legal and necessary in connection with the holding and consummation of such election and to give effect to the intent of this Ordinance. Appointments of election officials in this Ordinance are made for this election only.

SECTION 7. 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 not be affected thereby.

SECTION 8. All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

SECTION 9. 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.

PASSED AND APPROVED ON THE **FIRST AND FINAL READING**, this the 8th day of February, 2021.

SIGNED:

(SEAL)

Bob Higley
Mayor

ATTEST:

Thelma A. Gilliam
City Secretary

RECOMMENDED:

David J. Beach
City Manager

REVIEWED:

Alan P. Petrov
City Attorney



AGENDA MEMO

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

Meeting Date	02.08.2021	Agenda Item	10C
Approved by City Manager	Yes	Presenter(s)	G. Barrera, Director
Reviewed by City Attorney	Yes	Department	Public Works
Subject	Chiller Replacement		
Attachments	<ol style="list-style-type: none"> Ordinance General Services Contract 		
Financial Information	Expenditure Required:	\$101,500	
	Amount Budgeted:	\$90,000	
	Account Number:	\$44,500 (505-7000-84065) \$45,500 (101-5040-84065)	
	Additional Appropriation Required:	\$11,500	
	Additional Account Number:	101-5040-84065	

Executive Summary

The Chiller that services the Police Department has been experiencing significant maintenance and reliability issues, with repairs in a span of 3 years totaling approximately 40% of what it would cost for a new unit.

During the 2021 Budget process, staff requested funding for the early replacement of the Chiller partly due to necessity and partly to have all the Chillers within the City standardized.

Through an inter-local purchasing program that offers competitive pricing, staff was able to maximize economies of scale and negotiate directly with the manufacturer for the purchase and installation of the unit, with a 5-year warranty on parts and labor.

- Cost of Chiller Unit and Installation: \$95,000
- 5-Year Warranty (Parts and Labor): \$6,500

The approved funding for this work in the 2021 Budget is \$90,000 and staff is requesting a budget amendment of \$11,500 to cover the amount over budget. Unfortunately, 2021 price increases were higher than predicted by local manufacturer representatives and the extended warranty offered by this manufacturer at this price will recoup its cost over the next five years.

Recommended Action

Staff recommends City Council take the following action:

- Approve ordinance on first and final reading amending the FY 2021 Budget to appropriate \$11,500 to the Facilities Maintenance General Fund;
- Award the contract to the Carrier Corporation in the amount of \$101,500 for the replacement and installation of the Chiller unit at PD building, which includes a 5-year parts and labor warranty, and;
- Authorize the City Manager to execute the contract for this work.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021; CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY

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

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

Section 1. The budget of the City of West University Place for the 12 month period beginning January 1, 2021, and ending December 31, 2021 as heretofore adopted be, and it is hereby, amended as shown in Exhibit A attached.

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

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. If any word, phrase, clause, sentence, paragraph, section or other part of this ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section, or other part of this ordinance to any other persons or circumstances, shall be affected thereby.

Section 5. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this

ordinance was discussed, considered, or acted upon was given in the manner required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

Section 6. The public importance of this measure and the requirement of the law create an emergency and an urgent public necessity requiring that this ordinance be passed and take effect as an emergency measure, and a state of emergency is hereby declared. This ordinance is accordingly passed as an emergency measure and shall take effect immediately upon adoption and signature.

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

PASSED, APPROVED AND ADOPTED ON FIRST AND FINAL READING on the _____ day of _____, 2021.

(Seal)

Attest: _____
Thelma Gilliam, City Secretary

Signed: _____
Robert Higley, Mayor

Recommended by:

David Beach, City Manager

Approved as to legal form:

Alan P. Petrov, City Attorney

Exhibit A

City of West University Place Budget Amendment

	<u>2021 Budget</u>	<u>Amendment Feb 8, 2021</u>	<u>2021 Amended Budget</u>
Facility Maintenance Gen. Fund			
<u>Other Equipment</u>			
Replace York Chiller with Carrier	\$45,500	\$11,500	\$57,000



City of
West University
Place

GENERAL SERVICES CONTRACT

Revised 02/04/2021

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: Carrier Corporation

Description of Services: Replacement of 80 ton York chiller with 80 ton Carrier chiller as described in Carrier Quote No. 00572010

Annual/Base Price: \$101,500.00

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

Effective Date: February 8, 2021

Termination Date: _____

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

CITY OF WEST UNIVERSITY PLACE:*

CONTRACTOR: Carrier Corporation

By: _____

By: _____

Title: City Manager

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 Sections III or IV of this General Services Contract, does not apply to this contract.

A. Contractor's Additional Contract Documents:

1. *Contractor's Quote No. 00572010.*

B. City's Additional Contract Documents:

1. *None.*

END OF DOCUMENT



January 24, 2021

Rosendo Ortiz
Facilities Manager
City Of West University Place

Re: York Chiller Replacement

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

Carrier Commercial Service has the only factory trained service force available to perform preventative maintenance, repair service and warranty for Carrier equipment. All service technicians are certified to work on Carrier equipment and trained in accordance with the most stringent safety standards.

Carrier Corporation is willing to use the attached Contract as the basis for developing a definitive, binding agreement acceptable to both parties; however, certain changes and clarifications need to be included. Accordingly, this bid shall be binding at such time as such clarifications and changes are mutually developed and accepted. It is, therefore, understood that no order issued pursuant to the attached proposal shall be binding until duly accepted by an authorized representative of Carrier Corporation.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Leon Rendon
Service Sales Rep
Carrier Corporation

Quote #00572010



Address 9011 Sam Houston PKWY STE. 100
TACLA 024872C
Missouri City TX 77489

Phone (713) 797-8935

Fax (713) 797-8920

E-mail leon.rendon@carrier.com

Contact Name Rosendo Ortiz

Account City Of West University Place

Phone (713) 662-5379

Site Address 3800 University Blvd
Houston, TX, 77005-2802

Estimate Date 01/14/2021

Quote Number 00572010

Job Description York Chiller Replacement

Scope of Work

Replace 80 Ton York Chiller with 80 Ton Carrier 30RB:
Schedule chiller replacement for weekend with customer. Stop and lock out main and control power at source. Valve off chiller and drain water from cooler. Disconnect all piping and electrical from existing York chiller. Meet with crane contractor and remove York chiller from roof. Install new galvanized I-beam on existing roof pads and set new Carrier 30RB in position. Allow crane contractor to remove old chiller from job site. Repipe and rewire new chiller as required. Leak test all new piping connections and energize chiller. Program Carrier controls to customer requirements and test BacNet board for proper communications with building automation system. Allow oil to reheat to normal operating temps. Reset all controls and alarms and perform a factory startup on new chiller. Check and log all operating conditions as found. Report new chiller condition to customer. Clean area and remove all trash and all pipe from roof. Secure all service valves and panels. Complete all startup paper work and register as required. Leave chiller operating and cooling normally for Monday morning startup. Check out with customer with a completed Customer Service Report.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

2nd thru 5th year complete unit parts and labor extended warranty is included in this quote.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$101,500.00

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with

Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Leon Rendon

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

The attached Terms & Conditions shall govern.



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

Meeting Date	02.08.2021	Agenda Item	10D
Approved by City Manager	Yes	Presenter(s)	G. Barrera, Director
Reviewed by City Attorney	Yes	Department	Public Works
Subject	Replacement of Wakeforest Elevated Storage Tank Riser Pipe		
Attachments	General Service Contract		
Financial Information	Expenditure Required:		\$87,500.00
	Amount Budgeted:		\$150,000.00
	Account Number:		340-7000-85010
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

As part of on-going maintenance to the elevated storage tank at Wakeforest, staff determined that it is necessary to replace the riser pipe, which is the primary element that provides water to the tank.

Due to the complexity of the repairs and informal estimates, it was necessary to solicit formal bids. Six (6) qualified bids were received, ranging from \$87,500 to \$232,000.

	Central Tank Coatings	CFG Industries	Blastco Texas Inc	Texas Tank Services	Dunham Engineering	Marine Diving Solutions
Total Bid	\$ 87,500.00	\$ 98,000.00	\$ 99,495.00	\$ 101,950.00	\$ 148,200.00	\$ 232,500.00

After reviewing all bids, it was determined that Central Tank Coatings Inc. (CTC) submitted the lowest and most responsive bid that meets the needs of the City. CTC has more than 40 years of experience in the industry and came highly recommended by their references.

The estimated time for completion of the work is 30 days.

Recommended Action

Staff recommends that City Council award a contract to Central Tank Coatings Inc., in an amount not to exceed \$87,500 and authorize the City Manager to execute the contract.



City of
**West University
 Place**

GENERAL SERVICES CONTRACT
 Revised 02/04/2021

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: Central Tank Coatings, Inc

Description of Services: Replacement of Wakeforest elevated storage tank riser pipe as specified in the City's Official Bid Submittal Packet

Annual/Base Price: \$87,500.00

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

Effective Date: _____

Termination Date: _____

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

CITY OF WEST UNIVERSITY PLACE:*

CONTRACTOR: Clear Tank Coatings, Inc.

By: _____

By: _____

Title: City Manager

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 Sections III or IV of this General Services Contract, does not apply to this contract.

A. Contractor's Additional Contract Documents:

1. *Official Bid Submittal Packet.*

B. City's Additional Contract Documents:

1. *None.*

END OF DOCUMENT

*ATTACHMENT A-5
Bid PW 21-01*



BID SUBMITTAL PACKET



**City of West University Place Wakeforest Elevated Storage Tank Riser Pipe Replacement
Bid PW 21-01**

DUE DATE: January 14, 2021

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: Central Tank Coatings

Company Address: 22528 Canoe Road

City, State, Zip Code: Elgin, Iowa 52141

Taxpayer Identification Number (T.I.N.): 42-1526653

Telephone: 563-426-5967 Fax: 563-426-5641 email: ctcinc@alpinecom.net

Signature:  Print Name Kelly Koehn, President
[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: _____



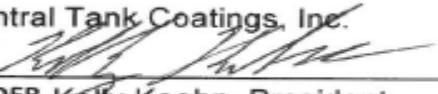
BID CHECKLIST

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

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

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

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

Central Tank Coatings, Inc.


BIDDER Kelly Koehn, President

January 8th, 2021

DATE



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 Wakeforest Elevated Storage Tank Riser Pipe Replacement
Bid PW 21-01

Project Location: City of West University Place Texas

Project Officer: Colby McCormick for Central Tank Coatings, Inc.

SMILAR WORK (DEFINITION):

Elevated Storage Tank Riser Pipe Replacement Rehabilitation

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:

Central Tank Coatings, Inc. _____

Check one: () Partnership () Joint Venture (X) Corporation -- S

() Other: _____

Address: 22528 Canoe Rd. Elgin, Iowa 52141 _____

Telephone: 563-426-5967 _____

Fax: 563-426-5641 _____

Texas Vendor Identification No.: _____

Tax Identification No.: 42-1526653 _____

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: 11/15/2001

b. State of incorporation or formation: Iowa

c. Charter/permit number: _____

d. Principal place(s) of business: Elgin, Iowa 52141

e. Other state(s) in which firm is authorized to do business: TX, FL, MN, KS, IL, WI, MO, MI

f. Officers

President: Kelly Koehn

Vice President(s): Glenda Koehn

Secretary: Glenda Koehn

Treasurer: Kelly Koehn

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>
-------------	----------------	------------------	----------------

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

a. Describe the organization: _____

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: 40 years

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

Yes No

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

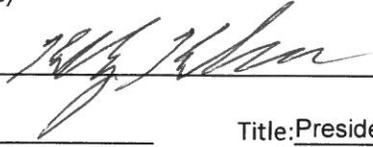
3. BIDDER must attach a "Reference Sheet" (form attached) for each of the BIDDER's five largest current projects with "similar work" and for BIDDER's five most recently terminated projects with "similar work" (terminated projects include projects and facilities where BIDDER's services terminated for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

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

D. **CERTIFICATION:**

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

Central Tank Coatings, Inc.
(Print or type Bidder's name)

By: (authorized signature)  _____

Name: Kelly Koehn Title: President

Date: January 8th, 2021



PRICING/DELIVERY INFORMATION

Pricing: CONTRACTOR must complete open boxes. **Do not fill in gray shaded boxes.** Quantities are estimated,. **Pricing must be all-inclusive.** Additional service requested will be priced according to unit price per building. Grand totals include service for all buildings. CONTRACTOR may submit prices for services that may not be mentioned for CITY review.

CITY OF WEST UNIVERSITY PLACE
 WAKEFORREST ELEVATED STORAGE TANK RISER PIPE REPLACEMENT
 Bid PW21-01
 HARRIS COUNTY, TEXAS

BASE BID ITEMS:					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	MOBILIZATION, BONDS, INSURANCE, DISINFECTION, DEMOBILIZATION	LS	1	12,000.00	12,000.00
2	REPLACE APPROXIMATELY 100' of 12" FLANGE TO FLANGE, CONCRETE LINED DUCTILE IRON RISER PIPE WITH BOLTS, GASKETS, BENDS AND ALL HARDWARE COMPONENTS NEEDED COMPLETE IN PLACE.	LS	1	60,000.00	60,000.00

BASE BID TOTAL = 72,000.00

ADD ALTERNATE ITEMS:					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
Add #1	REMOVE/DISPOSE OF EXISTING 12" VALVE. SUPPLY AND INSTALL NEW 12" VALVE.	LS	1	4,000.00	4,000.00
Add #2	REMOVE/DISPOSE OF EXISTING 12" VALVE. SUPPLY AND INSTALL NEW 12" VALVE.	LS	1	4,000.00	4,000.00

ADD ALTERNATE TOTAL = 8,000.00

MISC ITEMS:					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
M1	CASH ALLOWANCE TO BE UTILIZED AS NEEDED, AS APPROVED BY CITY OF WEST U PROJECT MANAGER.	EA	1	7,500	\$7,500

BASE BID PLUS ADD ALTERNATE AND MISC ITEMS TOTAL = 87,500.00

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.

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX.

City of West University Place will determine which, if any, of the Add Alternate Bid Items are to be used.



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 _____ is a Resident Bidder of Texas as defined in
[Company Name]
Government Code §2252.001.

I certify that Central Tank Coatings, Inc. is a Nonresident Bidder as defined in
[Company Name]
Government Code §2252.001 and our principal place of business is Iowa
[City and State]

Taxpayer Identification Number (T. I. N.): 42-1526653

Company Name submitting Bid/Proposal: Central Tank Coatings, Inc. 

Mailing Address: 22528 Canoe Rd. Elgin, Iowa 52141

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



**BID/OFFER GUARANTY AND PERFORMANCE
AND/OR PAYMENT BOND**

INFORMATION AND REQUIREMENTS

If the successful bidder submits a bank cashier's check, as guaranty, City of West University Place may elect to hold the check until all provisions of the contract have been completed or require the contractor to make payment and/or performance bonds. The bond(s) shall be in the amount of 100% of contract price and shall be executed by a surety company authorized to do business in the State of Texas.

If the payment and/or performance bond forms and related documents are not returned to the City of West University Place, 3800 University Blvd, West University Place, Texas 77005 within ten days, The City has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the City from the Contractor's Surety before any payments will be made.

PERFORMANCE BOND

STATE OF TEXAS

HARRIS COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____, County of _____,
and State of _____, as Principal, and _____
authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and firmly bound unto CITY OF WEST UNIVERSITY PLACE (OWNER) in the penal sum of _____ Dollars (\$ _____), for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 20____, for

City of West University Place
Wakeforest Elevated Storage Tank Riser Pipe Replacement
PW 21-01
HARRIS, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed during the original term of the Contract and any extensions thereof that may be granted by Owner, and during the life of any guaranty or warranty required under the Contract, and according to the true intent and meaning of said Contract and the Contract Documents and the Plans and Specifications related thereto, then this obligation shall be void; otherwise to remain in full force and effect. Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS

HARRIS COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____, County of
_____, and State of _____, as Principal, and
_____ authorized under the laws of the State of Texas to
act as Surety on bonds for Principals, are held and firmly bound unto CITY OF WEST
UNIVERSITY PLACE (OWNER) in the penal sum of _____
_____ Dollars (\$ _____), for the payment whereof, the said Principal
and Surety bind themselves and their heirs, administrators, executors, officers, directors,
shareholders, partners, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER,
dated the _____ day of _____, 20____, for

City of West University Place
Wakeforest Elevated Storage Tank Riser Pipe Replacement
PW 21-01
HARRIS, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the
said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the
prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise
to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work performed thereunder, or the
documents, plans, specifications or drawings accompanying the same, shall in anywise affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal _____

Surety _____

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:



INSURANCE SPECIFICATIONS
(REQUIRED FOR THIS PROJECT)

Owner: City of West University Place

Project: PW21-01

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

- Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
- Workers Compensation insurance at statutory limits, including Employer's Liability coverage at minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
- Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

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

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

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

- The City of West University Place shall be named as an additional insured with respect to General Liability and Automobile Liability.
- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- A waiver of subrogation in favor of The City of West University Place shall be contained in the Workers Compensation and all liability policies.

- All insurance policies shall be endorsed to require the insurer to immediately notify The City of West University Place of any material change in the insurance coverage.
- All insurance policies shall be endorsed to the effect that The City of West University Place will receive at least thirty- (30) days notice prior to cancellation or non-renewal of the insurance.
- All insurance policies, which name The City of West University Place as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- Contractor may maintain reasonable and customary deductibles, subject to approval by The City of West University Place.
- Insurance must be purchased from insurers that are financially acceptable to the City of West University Place.

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

- Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to The City of West University Place.

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

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

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

Reduction or Waiver of Insurance Requirements

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



REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: Village of Lone Rock, (CLIENT)

Name of project: Furnish & Install Riser Pipe

Type of work: Remove 12" riser pipe & Install 8" riser pipe, wrap with insulation, expansion joint, touch up weld spots

Location (city, county, state): Lone Rock Kossuth Iowa
City County State

Bidder's compensation: \$57,000.00

Dates of service: 9/7/2020 9/10/2020
Start End

Reference Contact Information:

Name of Company/Business: Village of Lone Rock

Contact Person : Jerry

Address: 217 Maine St., Lone Rock, Iowa 50559

Telephone: 515-320-2553 cell, 515-925-3240 office

Email: lonerockcity@netins.net

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



REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: City of Nashua, (CLIENT)

Name of project: Water Tower Improvements

Type of work: Removal & replacement of riser pipe, blasing and painting

Location (city, county, state): Nashua Iowa
City County State

Bidder's compensation: \$50,916.00

Dates of service: 10/01/2013 10/15/2013
Start End

Reference Contact Information:

Name of Company/Business: City of Nashua

Contact Person : George

Address: 402 Main St., Nashau, Iowa 50656

Telephone: 563-422-5131 office Nashua office 641-435-4156

Email: _____

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



REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: City of Clarksville, (CLIENT)

Name of project: Water Tower Riser Pipe Project

Type of work: Remove & repalce riser pipe & insulation

Location (city, county, state): Clarksville Butler Iowa
City County State

Bidder's compensation: \$25,152.42

Dates of service: 11/1/2011 11/8/2011
Start End

Reference Contact Information:

Name of Company/Business: City of Clarksville

Contact Person : Bruce

Address: 115 W Superior Clarksville, Iowa 50619

Telephone: 319-278-4531 office

Email: _____

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



REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: Village of Coal City, (CLIENT)

Name of project: We have done multiple work with the Village since 2004

Type of work: Interior & Exterior Coatings, Repairs to tank

Location (city, county, state): Coal City Grundy Illinois
City County State

Bidder's compensation: \$32,650.00

Dates of service: 2010 scope of work above We currently have maintenace contract with the Village
Start End

Reference Contact Information:

Name of Company/Business: Village of Coal City

Contact Person : Tyler

Address: 515 Broadway St., Coal City, IL. 60416

Telephone: 815-634-8608 office, 815-955-8341

Email: tvalienete@coalcity.il.gov

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

CENTRAL TANK COATINGS, INC

"General Water Tower Maintenance"

Additional

Reference's for Central Tank Coatings, Inc.

Thomas Hill RWSD
1005 Gillian Road
PO Box 250
Moberly, MO 65270
numerous tanks
Contact: Travis Ginter Assistant Manager
Phone: 660-263-6603
Email: thwater1@mcmsys.com
Public Water Supply District
Clinton County
8544 SE V Hwy
Lathrop, Missouri 64465
Standpipe 20x110 Interior Exterior
Contact Ryan Mellon 816-200-8235

City of Epworth Iowa
2017 Water Tower Painting Project
191 Jacoby Dr. East
Epworth, Iowa 52045
Jason A. Wenger, PE, CFM
BURREINGTON GROUP, Inc.
105 W. Main Street
Manchester, IA 52057
Office (563) 927-2434 Cell (563) 608-9028

Miami County No 2
PO Box 234
Louisville, KS 66547
300,000 Gallon Elevated Tank
Woody Farmer
wfrwd2@hotmail.com

City of Salem
400 North Iron
Salem, MO 65560
Water Superintendent Cell 573-247-9095 Jack Emory
Archer-Elgin Engineering
310 East 6th st
573-364-6362
Robert Conaway



CENTRAL TANK COATINGS, INC

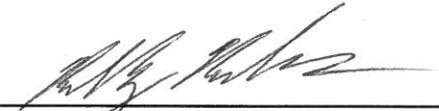
"General Water Tower Maintenance"

Kelly Koehn, Owner
22528 Canoe Road
Elgin, IA 52141-9633

To Whom It May Concern:

Central Tank Coatings, Inc
22528 Canoe Road
Elgin, Iowa 52141
State of Incorporation: Iowa

This letter is to both acknowledge and confirm that the undersigned is an interest holder and President of the above-referenced corporation and is authorized to submit bids on projects and to bind the company to the same.



Kelly Koehn President

State of: Iowa County of: Fayette
Subscribed and sworn to before me this 8th day of January 2021
Notary Public: Maryann Donlon
My Commission expires:
April 13, 2021

