



City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Bob Kelly, Mayor Pro Tem
Burt Ballanfant, Councilmember
Brennan Reilly, Councilmember
Mardi Turner, Councilmember

STAFF

M. Christopher Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

City Council Meeting Agenda

Notice is hereby given of a regular meeting of the City Council of West University Place to be held on **Monday, January 9, 2017** beginning at **6:30 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the following agenda items.

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

CALL TO ORDER

Agenda items are as follows:

Call to Order
Pledge of Allegiance
Matters related to the notice of this meeting

1. Public Comments

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

2. Wastewater Treatment Plant Clarifier Renovation

Matters related to the renovation of the WWTP clarifier. *Recommended Action: Authorize the City Manager to execute a contract with Evoqua Water Technologies. **Mr. Dave Beach, Public Works Director** [see Agenda Memo 2]*

3. Trailer Mounted Generator

Matters related to the purchase of a trailer mounted generator. *Recommended Action: Authorize the purchase of a trailer mounted generator. **Mr. David Beach, Public Works Director** [see Agenda Memo 3]*

4. Easement Exchange

Matters related to an easement exchange with Crain Square. *Recommended Action: Authorize easement exchange with Crain Square. Mr. Dave Beach, Public Works Director* [see Agenda Memo 4]

5. Future Agenda Items

Matters related to future agenda items. *Recommended Action: Discuss and take any desired action. City Council* [see Future Agenda Items List]

6. Consent Agenda

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

A. City Council Minutes

Approve City Council Minutes of October 17, 2016, November 14, 2016, December 5, 2016, and December 12, 2016. *Recommended Action: Approve Minutes. Ms. Thelma Gilliam, City Secretary* [see Agenda Memo 6A]

7. Adjourn

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

I certify that the attached amended notice and agenda of items to be considered by the West University Place City Council on January 9, 2017 was posted on the Municipal Building bulletin board on January 5, 2017 at approximately 4:00 o'clock p.m.

(SEAL)



Thelma A. Gilliam, City Secretary

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

AGENDA OF:	January 9, 2017	AGENDA ITEM:	2
DATE SUBMITTED:	January 3, 2017	DEPARTMENT:	Public Works
PREPARED BY:	P. Walters, Operations Supt.	PRESENTER:	D. Beach Director of Public Works
SUBJECT:	Wastewater Treatment Plant Clarifier Renovation		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Proposed Contract with Evoqua for Clarifier Renovation 2. Evoqua Quote 		
EXPENDITURE REQUIRED:	\$373,000.00		
AMOUNT BUDGETED:	\$500,000.00		
ACCOUNT NO.:	340-7000-85002 (Water & Sewer Capital Reserve Fund)		
ADDITIONAL APPROPRIATION REQUIRED:	None		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The 2016 Revised Budget and 2017 Budget appropriated a total of \$500,000 for the replacement of both clarifiers' rotating assemblies at the Waste Water Treatment Plant based upon the City Engineer's estimate. At the end of last year, one of the 34-year old rotating assemblies failed and staff worked with the manufacturer and the City Engineer to determine the most efficient method to repair or replace the clarifier. After a thorough review, the best method determined for replacement of the rotating assemblies was using the original equipment manufacturer (OEM) Evoqua Water Technologies. Using OEM will save time and money and require minimal changes to the existing central towers where the equipment is mounted. Traditional bidding process would have added approximately 6 months to the overall project to allow for engineering documents, bid and award.

This process will save time and money and requires the least amount of retrofitting to the existing infrastructure. Texas Local Government Code Section 252.002 exempts governmental entities from competitive bidding when it is necessary to preserve and protect public health and safety.

The cost for the replacement of the rotating assemblies is \$373,000 and there are additional repairs needed to clarifier weir boxes which will be covered by the remaining budget.

The City Attorney has reviewed the proposed purchase process, contract and has approved as to legal form.

RECOMMENDATION

Staff recommends that the City Council authorizes the City Manager to execute a contract with Evoqua Water Technologies for replacement of the Wastewater Treatment Plant Clarifier Assemblies in the amount of \$373,000.



The City of West University Place

GENERAL SERVICES CONTRACT

Revised 03/07/2016

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: **Evoqua Water Technologies LLC**

Description of Services: **Provide and install 2 clarifier drive assemblies as per Evoqua Quotation #20161019**

Base Service: \$ _____

Length of Contract: **180 calendar days**

Repairs/Additional Work in addition to Base Contract Price: **With Written Authorization Only**

Effective Date: _____

Termination Date: _____

Renewal: **None**

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

CITY OF WEST UNIVERSITY PLACE:*

CONTRACTOR:

By: _____

Signed by: Date: _____

Title: _____

- ____ City Manager or
- ____ Department Head
- ____ Division Head

Date: _____

*Contract Signature Authority: Division Head -\$2,999 or less
 Department Head - \$3,000 to \$14,999
 City Manager - \$15,000 to \$49,999

Attest: City Secretary

III. Standard Contractual Provision.

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, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

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

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

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

- F. **Law Governing and Venue.** This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.
- G. **Entire Contract.** This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. **Independent Contractor.** Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. **Dispute Resolution Procedures.** The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. **Attorney's Fees.** Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. **Severability.** If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

IV. Special Terms or Conditions.

- A. Pursuant to Section 2252.908 of the Government Code, any contracts entered into on or after January 1, 2016 that require an action or vote by a governing body of the entity or agency and/or have a value of at least one (1) million dollars, will need to meet the following requirements once the bidder is notified of the award of contract:
 - (1) A business entity will need to file form 1295 – Certificate of Interested Parties electronically via the Texas Ethics Commission website (<https://www.ethics.state.tx.us/main/file.htm>). The business entity will be required to create a profile on the site.
 - (2) Once the form is submitted electronically, the business entity will need to print, sign and have the form notarized and submit it to the City as part of this agreement.
 - (3) The City will then need to acknowledge the form electronically no later than the 30th day after the date the contract binds all parties to the contract and include a copy of the signed/notarized version to the contract documents.
- V. ***Additional Contract Documents.*** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this contract.

- A. Contractor's Additional Contract Documents:

1. *Evoqua Quotation # 20161019*

B. City's Additional Contract Documents:

1. *PO #*

END OF DOCUMENT

West University Place, Texas

CIRCULAR CLARIFIER REPAIR

Quotation #20161019 R2 **December 14, 2016**

Questions relative to this Quotation should be directed to Evoqua's area sales representative:

Jeff Houston
Environmental Improvements Inc.
Houston, TX
E-Mail: jeff@ei2hou.com
Phone: 713.461.1111
Cell: 281.728.8808



1) SUMMARY:

Evoqua Water Technologies LLC (Evoqua) proposes to furnish and install the equipment specified in this Quotation in accordance with the following technical specifications, to the extent technically applicable to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Terms of Sale stated herein.

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

<u>ITEM & DESCRIPTION:</u>	<u>PRICE</u>
<i>Two (2) H40LT – 75' Diameter Half Bridge Scrapper Clarifier Specified components, reuse Access Bridge</i>	<i>\$198,000</i>
<i>Installation</i>	<i>\$175,000</i>

Evoqua's price includes construction services including crane rental and all tools fixtures and rental equipment needed to perform the work. Upon completion the construction crew will ensure the drives are level and that the overall horizontal plane is within manufacturer's specification.

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the excluded items in Section 4 of this quotation for a list of items to be furnished by others.

Please provide tax exempt certificate and copy of payment bond, as applicable, with purchase order.

- A) FREIGHT:** Pricing (includes freight), is FOB job site with standard freight allowed to the job site. Our price does include costs for unloading, transporting on the site or storage.
- B) QUOTATION VALIDITY:** This quotation is valid for a period of ninety (90) days unless extended in writing by Evoqua.
- C) SERVICE MANUALS:** Our pricing does not include service manuals except with the OPTION of complete replacement. With the OPTION Evoqua supply the electronic version of the O & M Manual information in the form of a disc or CD-ROM in unchangeable Adobe PDF file format only. Drawings will be supplied in the form of a CD-ROM with unchangeable tif or bitmap file format only. The rights to the content of Evoqua O & M Manuals and drawings belong solely to Evoqua and Evoqua reserves the right to make changes to content at any time.

D) PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

- 10% on drawing submittal;
- 80% on shipment of equipment, or offer to ship;
- 10% on installation and startup of equipment or 120 days from final delivery, whichever occurs first.

Evoqua's prices are exclusive of any taxes unless expressly stated in this quotation. If this project is subject to sales or use tax, the Purchaser shall be invoiced for taxes at the current rate of sales or use tax for the jobsite location, at the time of invoice issuance. If this project is not subject to sales or use tax, please send a Tax Exempt Certificate with the issuance of any ensuing P.O. to Evoqua. If applicable, please provide a copy of payment bond information with the P.O.

2) DRAWING and SHIPMENT INFORMATION:

Evoqua will furnish drawings for record and installation purposes only. Our Quotation is based on having as built drawings available for reference and drawing submittals for approval waived.

Equipment will be provided in accordance with the following schedule:

Record Drawings: Within six (6) to eight (8) weeks prior to equipment delivery.

Shipment of Equipment: Within fourteen (10) to sixteen (12) weeks after release for fabrication.

Equipment will be released for fabrication within four (4) to six (6) weeks following the receipt and acceptance of a mutually signed agreement.

Actual dates for equipment delivery will be provided after agreed upon schedule and fully executed purchase agreement.

Evoqua has provided typical standard times and shipment dates. Actual times will be provided upon receipt of a Purchase Order based upon current backlog. Evoqua will work closely with the General Contractor and/or Engineer to provide delivery dates to meet the overall project schedule as possible.

Structural submerged equipment Finished Painted Carbon Steel

EQUIPMENT SCOPE:

Each sludge collector will include:
Drive mechanism complete with reducer, motor and overload device.
Center pier
Center cage outer influent well
Tie-Cord & Clevis
Scraper arms
Skimmer assembly
Stainless steel field material
Installation

Structural submerged equipment Finished Painted Carbon Steel

DRIVE MECHANISM

The drive mechanism will be completely factory assembled and will consist of a primary gear reduction unit, an intermediate reduction unit, plus a final reduction unit consisting of a pinion and internal gear enclosed in a turntable base. All gearing will be enclosed in gray cast iron ASTM A-48 Class 40B housings.

The primary reduction unit will be a helical gear reducer. All bearings will be anti-friction type and running in oil in a cast iron housing.

The primary reduction gear reducer will drive the intermediate reduction unit through a chain and sprocket arrangement. The drive chain will be #80L self-lubricated roller chain and be covered with an OSHA approved removable guard of molded polyethylene. Proper chain tension will be provided for by an adjustable steel base mounted on the intermediate reduction unit.

The motor will be totally enclosed, ball bearing type, of ample power for starting and continuously operating the mechanism without overloading. The motor will conform to NEMA standards and be nameplated for operation on 380 volt, 3 phase, 0 Hertz current.

The intermediate reduction unit will be a heavy-duty, worm gear speed reducer in a gray cast iron housing, with grease and oil lubricated anti-friction type bearings. The unit will be mounted on a machined face on the top of the final reduction unit and properly aligned to maintain accurate centers for the final reduction gearing.

An overload device will be mounted on the drive head at the thrust end of the worm shaft and will consist of: a plate spring assembly, a plunger, indicator dial, two (2) microswitches (one N.O. and one N.C.), and a terminal block, all enclosed in a weathertight, gray cast iron housing, gasketed and mounted to the gear housing. The end thrust of the worm shaft against the plate spring will actuate the plunger, which in turn will move the indicator dial. A visual torque dial indicator will be provided and oriented so it may be read from the walkway. The microswitches will be factory set to: 1) sound an alarm when the load on the mechanism reaches 100% of the AGMA rated torque capacity of the drive; and 2) to stop the motor when the load reaches 120% of the AGMA rated torque capacity. A shear pin device, set for 130% of the AGMA rated torque will be furnished.

The internal final gear will be driven by a heat-treated steel pinion from the slow speed shaft of the intermediate gear reduction unit. The internal gear will be split for easy removal, will be of ductile iron and will be designed to support the center cage and collector.

The turntable base will have an annular raceway to contain balls upon which the internal gear rotates. The ball race will ensure a low unit ball load, long life and stability, without the necessity of guide shoes or steady bearings. The balls will be alloy steel and will bear vertically and horizontally on four (4) renewable special hardened (38-42 Rockwell C) steel liner strips force fitted into the turntable base and internal gear. The liner strips will be 9.52 mm thick x 19.05 mm wide. The internal gear, pinion and ball race will run in an oil bath and be protected by a felt seal and steel dust shield.

The turntable base will be bolted to the center column and be designed to support the internal gear with the rotating mechanism and the access bridge. An oil filling and level pipe along with a drain plug and sight gauge, will be furnished as part of this unit. A pipe will be attached to the

bottom of the turntable base for purposes of condensate removal. The oil piping will terminate within the center of the base for easy access.

The turntable assembly will be so designed that the split internal gear, balls and strip liners may be removed without raising the access bridge.

The drive mechanism will be designed in accordance with AGMA Sections 2001-C95 (Jan. 1995), "Fundamental Rating Factors and Calculation Methods for Involute and Helical Gear Teeth" and 6034-B92 (Feb. 1992), "Practice for Enclosed Cylindrical Worm Gear Speed Reducers and Gearmotors"; for 24 hour continuous duty, and 20 year design gear life, based on the AGMA rated torque. All bearings will be designed for a minimum B-10 life of 200,000 hours.

SCRAPER ARMS

Two (2) scraper blades will be bolted to the lower cage section to effectively clean the tank center.

The scraper arms will be rigidly connected to the center cage and equipped with scraper blades set and spaced to scrape settled sludge across the tank bottom to a sludge hopper located near the center. The arms will require no tie-bars for support and will be an all-welded construction of members having a minimum thickness of 6.35 mm. Adjustable 304 stainless steel squeegees will be provided on all blades.

SURFACE SKIMMER

A 'full surface' surface skimmer will be furnished consisting of a scum blade supported from the influent well and structural "A" frames mounted on top of the truss arm. A hinged wiper assembly will be attached to the outer end of the scum blade to form a pocket for trapping the scum. The hinged design will insure continual contact and proper alignment between wiper blade, scum baffle and beach as the blade travels up the beach. The wiper blade will have a wearing strip on its outer end which contacts the scum baffle and a neoprene strip on its lower and inner edge. Scum will be trapped as the wiper blade meets the skimmer blade ramp, and it is raised up the beach to be dumped into the scum trough.

CENTER PIER

A cylindrical steel center pier will support the drive, collector mechanism, and access bridge. The top of the pier will have a drive mechanism mounting plate which will be set plumb with the centerline. The drive mechanism will be positioned, shimmed, leveled, and grouted in place with a non-shrink grout. The center pier will be fabricated of 6.35 mm thick steel plate and will be anchored to the concrete base with a minimum of eight (8) 25.40 mm diameter anchor bolts. USFilter, Envirex Products will provide a steel template to accurately locate these anchor bolts. The center pier will serve as an influent pipe and will have (8) large inlet areas at its upper end to diffuse flow into the influent well.

INFLUENT WELL

The influent well will be fabricated of 6.35 mm (1/4") steel plate sections with bolted connections, supported from the center cage and will be of adequate size and design to diffuse the flow into the tank uniformly. The well will be designed such that the flow through velocity does not exceed .03 m/s (.10 fps) at design flow. Ports will be cut in the influent well to permit the escape of entrapped scum. The ports will have baffles to prevent short circuiting.

CENTER CAGE

The center cage will be all-welded construction, made up of structural steel members having a minimum thickness of 6.35 mm.

EXCLUDED ITEMS:

Evoqua's price includes only those items listed in this Quotation. Therefore, the items listed below will not be supplied by Evoqua:

Bridge
Weirs and Baffles
Scum trough
Electrical, hydraulic, or pneumatic controls.
Wiring of motors or controls, control panels, or panel supports.
Piping, valves, wall sleeves, gates, drains, weirs, baffles.
Floor grating, stairways, ladders, platforms, handrailing.
Concrete, grout, mastic, sealing compounds, shims.
Lubricants, grease piping, grease gun.
Machinery or bearing supports, shims.
Detail shop fabrication drawings.
Tools or spare parts.
Modifications to existing structures.
Supervisory services; laboratory, shop, or field testing.
Underwriters Laboratory inspection of electrical controls.
Special written process performance or extended mechanical warranties.

3) CLARIFICATIONS / EXCEPTIONS:

Evoqua's scope of supply as described in this Quotation are subject to the following clarifications:

Article, Section	CLARIFICATIONS/PROPOSED MODIFICATIONS
1	Evoqua's price is based on this proposal including Evoqua's standard terms and conditions located on the last 5 pages of this proposal along with our standard warranty outlined under Article 7 of those standard terms.
2	Lead times are general. Evoqua will work with the customer on specific dates upon purchase to improve if possible. Proposal is drafted to reflect record drawings only.
Note	Includes Payment and Performance Bonds One year warranty included in the terms and conditions The Buyer is required, as part of the Agreement, to return the original bond to Seller upon completion of the Seller's obligations under the Agreement. If such original bond is unavailable for any reason, the Buyer will complete Seller's form release letter stating that the Seller's obligations under the Agreement have been satisfied and the surety company is released of any further obligations under the surety bond. Buyer agrees to contact Seller to obtain a copy of Seller's form release letter as required.

Evoqua's terms and conditions, including without limitation Evoqua's warranty obligations in Article 7 govern the purchase and sale of equipment, products, and related services, referred to in Evoqua's proposal. Evoqua's offer or acceptance is expressly

conditioned on Buyer's assent to these terms. Evoqua rejects all additional or different terms in any of Buyer's forms or documents. In addition, Evoqua takes exception to all performance commitments, guarantees or obligations, unless provided for in Evoqua's proposal.

4) PAINTING AND SURFACE PROTECTION:

Evoqua's price is based on the following surface protection, unless stated otherwise in this Quotation.

NONSUBMERGED CASTINGS, STEEL PLATES and SHAPES: Surfaces will be prepared by blast cleaning, then followed by two (2) shop coats of Sherwin-Williams Dura-Plate 235NSF Red Oxide.

SUBMERGED CASTINGS, STEEL PLATES and SHAPES: Surfaces will be prepared by blast cleaning, then followed by two (2) shop coat of Sherwin-Williams Dura-Plate 235NSF Red Oxide.

SUBMERGED and NONSUBMERGED CASTINGS, STEEL PLATES and SHAPES: Surfaces will be prepared by blast cleaning, then followed by two (2) shop coat of Sherwin-Williams Dura-Plate 235NSF Red Oxide.

FERROUS CHAIN: One (1) coat of slush oil.

SHAFTING and EXPOSED MACHINED SURFACES: Solvent wiping, followed by one (1) coat of Evoqua's standard shop preservative.

WOOD, NONFERROUS MATERIALS, and GALVANIZED SURFACES: Unpainted.

DRIVE UNITS and CONTROLS: Manufacturer's standard.

TOUCH-UP and ALL ADDITIONAL COATS shall be furnished and applied by others at the site.

PRICES ARE BASED ON PAINTS AND SURFACE PREPARATIONS AS OUTLINED IN THIS QUOTATION. IN THE EVENT AN ALTERNATE PAINT SYSTEM IS SELECTED, PURCHASER'S ORDER MUST ADVISE OF ITS SELECTION. EVOQUA WILL, AT ITS SOLE DISCRETION, EITHER ADJUST ITS PRICE AS NECESSARY TO COMPLY OR SHIP THE MATERIAL UNPAINTED IF COMPLIANCE IS NOT POSSIBLE DUE TO PRICE CONSIDERATIONS, APPLICATION PROBLEMS OR ENVIRONMENTAL CONTROLS.

EVOQUA DOES NOT GUARANTEE PRIMER'S COMPATIBILITY WITH PURCHASER'S COATING SYSTEM UNLESS APPROVED BY THE COATING SYSTEM MANUFACTURER. PRIMERS WILL ONLY PROTECT FOR A MINIMAL AMOUNT OF TIME, USUALLY THIRTY (30) DAYS. SPECIFIC INFORMATION SHOULD BE OBTAINED FROM COATING SYSTEM MANUFACTURER.

SITE BUILT ERECTION PROPOSAL

Evoqua Water Technologies (EWT) proposes to furnish labor, and expendable materials to erect the equipment purchased on EWT's Proposal Number 2016-152142.

The scope of work and responsibilities for the work is as defined below:

- 1 EWT is responsible for offloading the equipment supplied by EWT.
- 2 EWT erection responsibility begins at the point of flow into the erected equipment and ends at the point of flow from the erected equipment. Connections to and from the erected equipment is not by EWT.
- 3 EWT is responsible for installing supplied accessories and/or equipment mounted on the Clarifier or attached to the exterior of the plant by normal fabrication and welding procedures.
- 4 EWT is responsible for providing the necessary construction equipment for erection (welding machines, cutting equipment, cranes etc.).
- 5 EWT is responsible for setting the Drive.
- 6 EWT is responsible for mounting electrical units or accessories supplied by EWT on the erected equipment.
- 7 EWT standard field welding is in the flat, horizontal and vertical down positions.
- 8 EWT is responsible for surface preparation or coating of field welds as a part of the equipment erection.
- 9 EWT is not responsible for any excavation and backfilling necessary for erection of the equipment.
- 10 EWT is not responsible for any field concrete work associated with this job.
- 11 The Purchaser shall assume full responsibility for the foundation and soil on which the tank rests to properly support the weight of the tank and contents.
- 12 The Purchaser shall be responsible for providing a lay down area suitable for equipment storage
- 13 EWT shall not be responsible for filling and testing tanks for leakage.

GENERAL TERMS AND CONDITIONS
FOR FIELD ERECTION WORK

1. Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.
2. Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. EWT shall be responsible for the clean up and removal of trash, scrap materials, etc., left from EWT' erection work.
3. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow EWT's erection crew to perform work during all weather conditions. Should EWT have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate EWT for cost incurred and agrees EWT shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.
4. EWT' erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by EWT, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to EWT acceptance of the erection job, EWT shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by EWT due to such conflict the Purchaser hereby agrees to reimburse EWT for the additional costs incurred.

EWT is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by EWT at the site shall be as determined by EWT. The purchaser shall not define working hours, number of work days per week or prohibit EWT from working evenings, weekends, holidays, etc., when deemed to be advisable by EWT.

5. INSURANCE

During the period of erection of the equipment contemplated herein, EWT will maintain the following insurance:

- (a) Workmen's Compensation and Employer's Liability.

- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.
- (e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

6. UNLOADING OF EQUIPMENT

EWT is responsible for unloading of equipment which is to be erected by EWT. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

7. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion EWT shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with EWT' erection personnel, to inspect the erected equipment, and accept same for/on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that EWT is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided-and stored until EWT installation is scheduled.

8. PREPARATION FOR START-UP OF ERECTED EQUIPMENT

Upon completion of erection, EWT shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by EWT are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify EWT so that corrective action can be taken.

EWT is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.

9. SECURITY AND PROTECTION OF EQUIPMENT

Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of EWT crews to begin erection; and for any backordered material delivered to Purchaser after departure of EWT's erection crews. EWT shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

10. BACKCHARGES

EWT will accept no back-charges for any reason, which have not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact EWT and receive written authorization prior to incurring any costs related to back-charges.

12. LICENSES AND PERMITS

Unless specifically stated in EWT' erection proposal, EWT is not responsible for licenses, permits or fees required to perform the work defined in this proposal.

13. (a) EWT shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities.

In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.

(b) In the event EWT is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, EWT shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

14. EWT reserves the right to subcontract any of the work to one or more subcontractors.

Quotation Submitted by Evoqua Water Technologies, LLC: _____
[name]

Signature below indicates acceptance of this quotation, including the Terms of Sale attached hereto.

Accepted by Buyer:

Acknowledged by Seller:

Company Name

Evoqua Water Technologies, LLC

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

EVOQUA WATER TECHNOLOGIES LLC

Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not

limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** a) NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

b) SELLERS TOTAL LIABILITY AS SET FORTH IN a)ABOVE SHALL BE INCREASED BY \$500,000 SOLEY FOR THE PURPOSE OF COMPENSATING BUYER FOR ANY DAMAGE SUSTAINED TO BUYERS TANGIBLE PROPERTY, TO THE EXTENT CASUED BY SELLERS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall

automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

May 2015

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

AGENDA OF:	January 9, 2017	AGENDA ITEM:	3
DATE SUBMITTED:	January 3, 2017	DEPARTMENT:	Public Works
PREPARED BY:	P. Walters, Operations Supt.	PRESENTER:	D. Beach Director of Public Works
SUBJECT:	Trailer Mounted Generator		
ATTACHMENTS:	None		
EXPENDITURE REQUIRED:			\$93,542
AMOUNT BUDGETED:			\$110,000
ACCOUNT NO.:			401-5050-84065
ADDITIONAL APPROPRIATION REQUIRED:			None
ACCOUNT NO.:			N/A

EXECUTIVE SUMMARY

The 2017 City Budget appropriated funds for the purchase of a trailer mounted generator for use during times of emergency and power outages that impact normal operations of the City's 12 sanitary sewer lift stations.

As part of the City's ongoing Lift Station Renovation project all of the lift stations will be outfitted with a quick connect that will allow the generator to be hooked up within minutes returning the stations to normal operations. Currently 7 of the City's 12 lift stations are outfitted and the remaining 5 will be completed this year.

The generator pricing was obtained through Harris Galveston Area Council (HGAC) cooperative purchasing program which complies with State bidding requirements.

RECOMMENDATION

Staff recommends that Council authorizes the City Manager to approve the purchase of the trailer mounted generator from Loftin Equipment for the sum of \$93,542.

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

AGENDA OF:	January 9, 2017	AGENDA ITEM:	4
DATE SUBMITTED:	December 22, 2016	DEPARTMENT:	Public Works
PREPARED BY:	P. Walters, Operations Supt.	PRESENTER:	D. Beach, Public Works Director
SUBJECT:	Authorize Easement Exchange with Crain Square Development		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Water Line Easement 2. Termination of Easement 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City has a current maintenance easement for a water line that runs to the Bellaire Water Tower which was behind the former Shell Research Center. During the recent redevelopment of the Shell property by Southside Partners LLC (Developer) it was determine that the City's existing easement for the water line was outside of the documented easement granted by Shell Oil.

The Developers designed and permitted their development based upon the incorrect information. City staff was able to relocate a portion of the water line to prevent it from conflicting with planned structures.

City Staff and City Attorney worked with the Developer for an easement exchange that covers the water line as constructed today. Staff is requesting authorization to acknowledge the new easement and to release the existing incorrect easement. The existing easement is 2,487.5 square feet and the new easement is 3,318 square feet. The proposed exchange is offered with no additional consideration.

The city attorney has reviewed the document and approved it to legal form.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Easement Acknowledgement and the Release of Easement documents.

Water Line Easement

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: December 9, 2016

Grantor: Southside Partners LLC, a Texas limited liability company

Grantor's Mailing Address: 3334 Richmond Avenue, Suite 200, Houston, TX 77098

Grantee: City of West University Place

Grantee's Mailing Address: 3800 University Blvd., West University Place, TX 77005

Grantor's Lienholder: Cym Investments, Inc., Arrow Realty, LLC and Prosperity Bank

Grantor's Lienholder's Mailing Address: Cym Investments, Inc. and Arrow Realty, LLC: 300 Jackson Hill, Houston, TX, 77007; Prosperity Bank: 4295 San Felipe, Suite 100, Houston, TX 77027

Easement Property: The 0.0762 acre tract of land situated in the A.C. Reynolds Survey, Abstract No. 61, City of Southside Place, Harris County, Texas, as described and shown on Exhibit A attached hereto.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of an underground water line (the "Line").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor and Grantee.

Reservations from Conveyance: All matters of record or not of record which are valid, existing and affecting the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance, grants, sells, and conveys to Grantee an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is an easement in gross which inures to the benefit of Grantee. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Grantee, and to grant further easements on the Easement Property, as long as such use or additional easement grants by Grantor and Grantor's heirs, successors, and assigns does not unreasonably interfere with the use of the Easement Property by Grantee for the Easement Purpose. In addition to other uses retained hereunder, Grantor expressly retains the right to use the surface of the Easement Property as an access road and to pave over, drive on and landscape the Easement Property in connection therewith.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Line will be at the sole expense of Grantee. Grantee has the right to construct, install, maintain, replace, and remove the Line under any portion of the Easement Property. All matters concerning the Line and its configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee will promptly restore the Easement Property to its original condition after exercise of its rights to use the Easement Property for the Easement Purpose hereunder.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

Grantor:

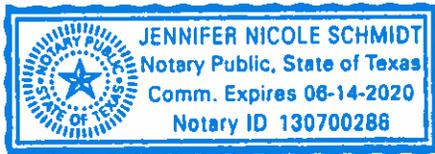
SOUTHSIDE PARTNERS LLC,
a Texas limited liability company

By: 
Name: Andrew W. Suman
Title: President

GRANTOR'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of December, 2016, by Andrew W. Suman, President of Southside Partners LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

Grantee:

CITY OF WEST UNIVERSITY PLACE

By: _____
Name: _____
Title: _____

GRANTEE'S ACKNOWLEDGMENT

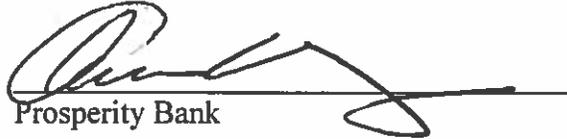
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2016,
by _____, _____ of the City of West University Place, a
_____, on behalf of said _____.

Notary Public, State of Texas

Consent and Subordination by Lienholder

Lienholder, as the holder of a lien on the Easement Property, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien to the rights and interests of Grantee, so that a foreclosure of the lien will not extinguish the rights and interests of Grantee.


Prosperity Bank

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on December 9, 2016, by Darron Drago, _____ of Prosperity Bank, a Regional President, on behalf of said _____.




Notary Public, State of Texas

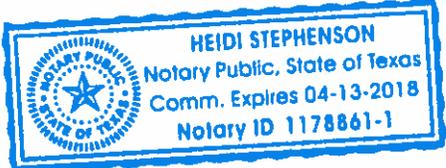
Consent and Subordination by Lienholder

Lienholder, as the holder of a lien on the Easement Property, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien to the rights and interests of Grantee, so that a foreclosure of the lien will not extinguish the rights and interests of Grantee.

W. L. H.
CYM Investments, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on December 12, 2016, by William L. Hoxen, Vice President of CYM Investments, Inc., a Texas Corporation on behalf of said Corporation.



Heidi Stephenson
Notary Public, State of Texas

Exhibit A
Easement Property

CRAIN SQUARE
0.0762 OF ONE ACRE
10' WATER LINE EASEMENT

SEPTEMBER 8, 2016
JOB NO. 3300-04

DESCRIPTION OF A 0.0762 ACRE TRACT OF LAND SITUATED
IN THE A.C. REYNOLDS SURVEY, ABSTRACT NO. 61
CITY OF SOUTHSIDE PLACE
HARRIS COUNTY, TEXAS

BEING a 0.0762 acre (3,318 square foot) tract of land situated in the A.C. Reynolds Survey, Abstract No. 61 of Harris County, Texas and being all out of CRAIN SQUARE, a subdivision plat recorded under Film Code Number 677008, of the Harris County Map Records (H.C.M.R.), said 0.0762 acre tract of land described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the northeast corner of said CRAIN SQUARE, same being the northwest corner of a called 1.063 acre tract of land, described in a deed to Prosperity Bank, recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20130364789 and lying on the south right-of-way line of Bellaire Boulevard (120 width) as recorded in Vol. 1163, Pg. 737 of the Harris County Deed Records (H.C.D.R.) and from which a found "X" scribed in concrete bears N 10°13' E, 0.63 feet;

THENCE, S 87°39'55" W, along and with said south right-of-way line, being common to the north line of said CRAIN SQUARE, a distance of 239.64 feet to the northeast corner and POINT OF BEGINNING of the herein described tract and from which an "X" scribed in concrete found for the northwest corner of said CRAIN SQUARE bears S 87°39'55" W, 345.39 feet;

THENCE, departing said south right-of-way line, over and across said CRAIN SQUARE the following courses and distances:

S 02°18'36" E, a distance of 136.99 feet to an angle point in the east line of the herein described tract;

S 42°41'24" W, a distance of 42.66 feet to an angle point in the east line of the herein described tract;

S 02°28'35" E, a distance of 110.22 feet to an angle point in the east line of the herein described tract;

S 02°42'15" E, a distance of 26.47 feet to an angle point in the east line of the herein described tract;

S 40°28'14" E, a distance of 15.90 feet to the southeast corner of the herein described tract, lying in the north line of a called 0.165 acre tract of land described in a deed to Shell Oil Company, recorded in Volume 2597, Page 712, of the H.C.D.R., same being common with a south line of said CRAIN SQUARE;

THENCE, S 87°33'54" W, a distance of 12.70 feet along and with said common line to the southwest corner of the herein described tract;

THENCE, departing said common line, over and across said CRAIN SQUARE the following courses and distances:

CRAIN SQUARE
0.0762 OF ONE ACRE
10' WATER LINE EASEMENT

SEPTEMBER 8, 2016
JOB NO. 3300-04

N 40°28'14" W, a distance of 11.50 feet to an angle point in the west line of the herein described tract;

N 02°42'15" W, a distance of 29.91 feet to an angle point in the west line of the herein described tract;

N 02°28'35" W, a distance of 114.40 feet to an angle point in the west line of the herein described tract;

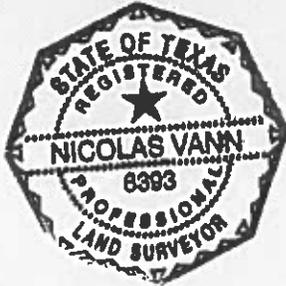
N 42°41'24" E, a distance of 42.67 feet to an angle point in the west line of the herein described tract;

N 02°18'36" W, a distance of 132.84 feet to the northwest corner of the of the herein described tract, lying in the south right-of-way line of said Bellaire Boulevard;

THENCE, N 87°39'56" E, a distance of 10.00 feet along said south right-of-way line to the POINT OF BEGINNING and containing 0.0762 of one acre (3,318 square feet) of land.

Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone 4204, NAD-83 and is referenced to monuments found along the south right-of-way line of Bellaire Boulevard as cited herein.

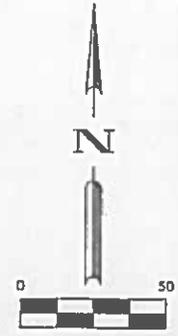
The above description is not to be used for fee conveyance.



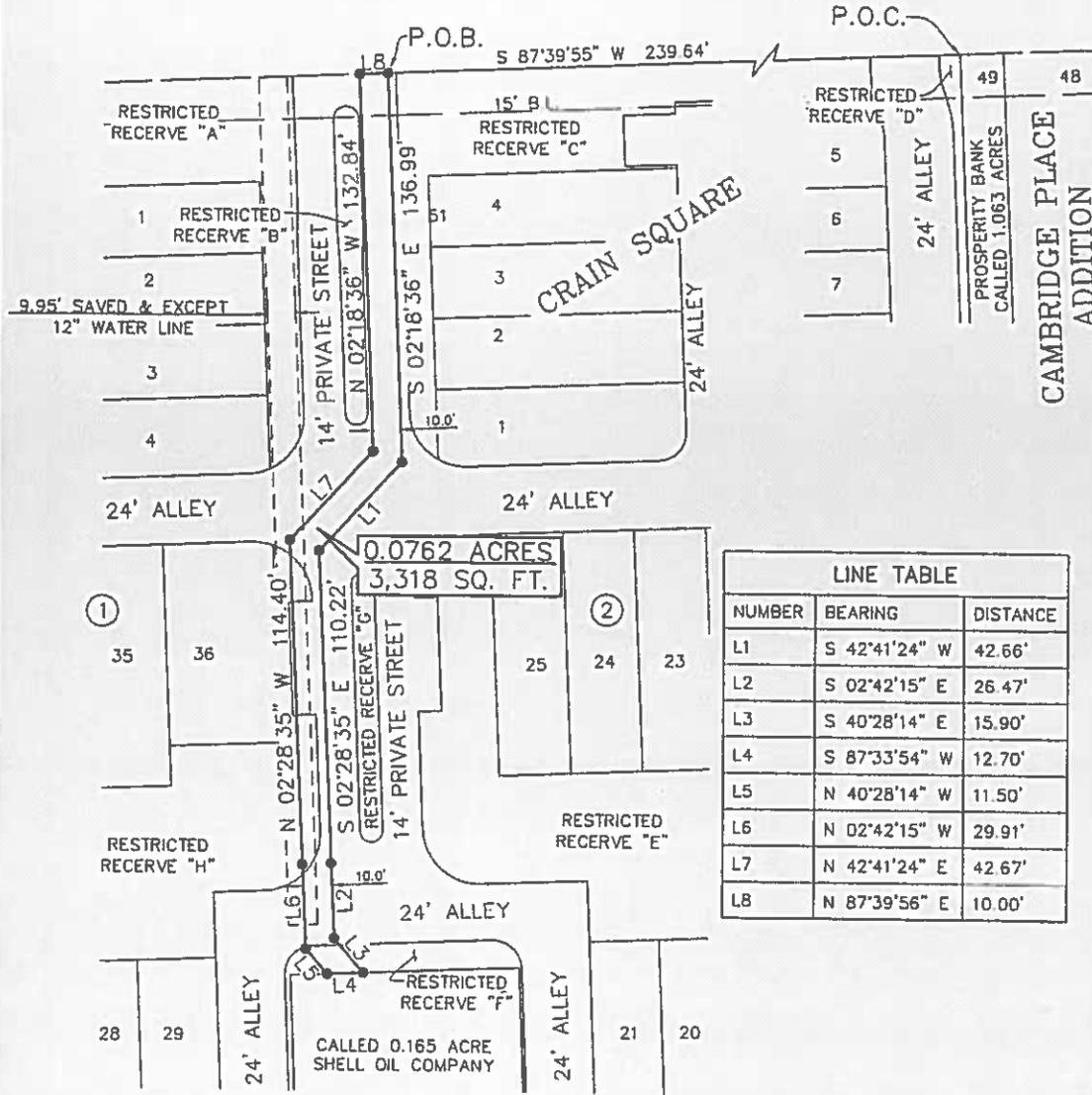
Nicolas Vann RPLS No. 6393
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

LEGEND

- B.L. BUILDING LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- W.L.E. WATER LINE EASEMENT



BELLAIRE BOULEVARD
(120' R.O.W.)



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 42°41'24" W	42.66'
L2	S 02°42'15" E	26.47'
L3	S 40°28'14" E	15.90'
L4	S 87°33'54" W	12.70'
L5	N 40°28'14" W	11.50'
L6	N 02°42'15" W	29.91'
L7	N 42°41'24" E	42.67'
L8	N 87°39'56" E	10.00'

NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED EASEMENT(S) SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10100500

EXHIBIT OF A
0.0762 ACRE, 10' WIDE W.L.E.
SITUATED IN THE
A.C. REYNOLDS SURVEY, A-61
CITY OF SOUTHSIDE PLACE
HARRIS COUNTY, TEXAS

Scale: 1" = 50'	Job No: 3300-04	Date: 09/08/2016	Drawing: 1 OF 1
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Termination of Easement

Date: _____, 2016

Easement: Easement 9.95 feet wide for water pipeline reserved by the City of West University Place in conveyance to Shell Oil Company, Incorporated in document dated February 10, 1947 and recorded in Volume 1570, Page 1 of the Deed Records of Harris County, Texas.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged.

Termination: The City of West University Place hereby fully and completely terminates the Easement as of the date set forth above.

CITY OF WEST UNIVERSITY PLACE

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of the City of West University Place, a _____, on behalf of said _____.

Notary Public, State of Texas

FUTURE AGENDA ITEMS

Shaded items are on immediate agenda

01/09/17	WWTP Clarifier Renovation	Matters related to the renovation of the WWTP clarifier. <i>Recommended Action: Authorize the City Manager to execute a contract with Evoqua Water Technologies. Mr. Dave Beach, Assistant Public Works Director</i>
01/09/17	Trailer Mounted Generator	Matters related to the purchase of a trailer mounted generator. <i>Recommended Action: Authorize the purchase of a trailer mounted generator. Mr. David Beach, Public Works Director</i>
01/09/17	Easement Exchange	Matters related to an easement exchange with Crain Square. <i>Recommended Action: Authorize easement exchange with Crain Square. Mr. Dave Beach, Public Works Director</i>
01/23/17	Harris County EPAS Agreement	Matters related to authorizing the execution of an Interlocal Agreement with Harris County in order for the West U Fire Department's continued operation and maintenance of the Electronic Personal Accountability System. <i>Recommended Action: Authorize the city manager to execute the agreement. Mr. Dave Beach, Public Works Director</i>
01/23/17	Facilities Master Plan Update	Matters related to the Facilities Master Plan update. <i>Recommended Action: Discuss and take any desired action. Mr. Dave Beach, Public Works Director and Mr. Owen Rutz, Chair of the Facilities Master Plan Task Force</i>
01/23/17	Calling the General Election	Matters related to the 2017 election, including designating election precincts and the polling place. <i>Ms. Thelma A. Gilliam, City Secretary</i>
01/23/17	Joint Public Hearing (Building Site Designations)	Matters related to a joint public hearing for possible amendments to the Zoning Ordinance regarding building site designations; the definition of school use; curb cuts; and through lots. <i>Recommended Action: Hold Public Hearing. Ms. Debbie Scarcella, City Planner</i>
01/23/17	Joint Public Hearing (Parking Spaces)	Matters related a joint public hearing for an amendment to the zoning ordinance regarding the minimum number of parking spaces required in town center commercial district. <i>Recommended Action: Hold Public Hearing. Ms. Debbie Scarcella, City Planner</i>
03/13/17	Concession Agreement at Colonial Park	Matters related to an agreement for concessions at Colonial Park. <i>Recommended Action: Discuss and take any desired action. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Friends 2017 Projects	Matters related to funding of the Friends of West University Place Parks 2017 projects. <i>Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Scout House Lease	Matters related to approval a lease between Houston Independent School District (HISD) and the City of West University Place (City) for the City's use of the Scout House. <i>Recommended Action: Authorize the City Manager to execute the lease agreement between the City and HISD for use of the Scout House. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Quiet Hours (Ordinance 1779)	Matters related to Ordinance 1779 regarding quiet hours. <i>Recommended Action: Discuss and take any desired action. Councilmember Reilly</i>

TBD	Jennie Elizabeth Hughes Park (Approval of Final design)	Matters related to approval of the final design and authorization to proceed with construction of the Jennie Elizabeth Hughes Park. <i>Recommended Action: Approve the final design and authorize proceeding with construction of the Jennie Elizabeth Hughes Park. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Pending Litigation Matters	Matters related to an update by the City Attorney regarding the status of City litigation. <i>Mayor Susan Sample at the request of Councilmember Reilly</i>
TBD	Pier and Beams	Matters related to the City's Code of Ordinances as it relates to Pier and Beams. <i>Recommended Action: Discuss and take any desired action. Mayor Susan Sample</i>
TBD	Park Acquisition and Development	Matters related to a report from the Parks Board and staff regarding a presentation relating to current and previous parks surveys. City Council
TBD	Park Acquisition and Development	Matters related to the status of the work with the Evelyn's Park Conservancy and the planning efforts with CenterPoint. Ms. Susan White, Assistant Parks and Recreation Director
TBD	WU Rec Center Campus Parking Lot	Matters related to the proposed expansion of the parking lot on the ELPH Pipeline Property / West Side of the campus. <i>Recommended Action: Discuss and take any desired action. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Safe Pedestrian Crossing	Matters regarding the investigation and installation of a safe pedestrian crossing at the railroad tracks on the north side of Bellaire Boulevard. <i>Recommended Action: Discuss and take any desired action. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Evelyn's Park Development	Matters related to the development of Evelyn's park in Bellaire, including possibility of shared parking arrangements with the City of Bellaire for Evelyn's park. <i>Discuss and take any desired action. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Texas Ethics Commission Opinion	Matters related to a Texas Ethics Commission opinion relating to the content of articles written in <i>City Currents</i> . <i>Recommended Action: Discuss and take any desired action. Councilmember Brennan Reilly</i>
TBD	Parking Survey	Matters related to a parking survey. <i>Recommended Action: Discuss and take and desired action. Mr. Dave Beach, Public Works Director</i>
TBD	Town Center Zoning	Matters related to Town Center Zoning. <i>Recommended Action: Discuss and take any desired. City Council</i>
TBD	Poor Farm Ditch	Matters related to Poor Farm Ditch. <i>Recommended Action: Discuss and take any desired action. Mayor Susan Sample</i>
TBD	Buffalo Speedway	Matters related to Buffalo Speedway Replacement Project. Mr. Chris Peifer, City Manager

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

AGENDA OF:	January 9, 2017	AGENDA ITEM:	6A
DATE SUBMITTED:	January 5, 2017	DEPARTMENT:	Public Works
PREPARED BY:	Thelma Gilliam, City Secretary	PRESENTER:	M. Chris Peifer, City Manager
SUBJECT:	Minutes		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Minutes of October 17, 2016 2. Minutes of November 14, 2016 3. Minutes of December 5, 2016 4. Minutes of December 12, 2016 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

Staff and Council have had recent discussions regarding transcription of Minutes. In order to facilitate accurate representation of discussions during City Council Meetings, staff is now preparing action Minutes only and utilizing technology by adding an audio link to the Minutes on the web. This has been reviewed by our City Attorney who has confirmed that this procedure is compliant with State requirements and regulations.

Following a Council meeting, the City Secretary or appropriate staff in her absence, will upload a draft of the Minutes following a meeting with a link to the audio for each specific item so that Council and the residents can hear the complete contents of the meeting. Once approved by subsequent Council action the minutes will no longer be draft but will be the final minutes and record of the meeting.

RECOMMENDATION

Staff recommends approval of the Minutes on tonight's agenda and confirms this procedure as the City's approved procedure for documenting the official City Council records.



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Bob Kelly, Mayor Pro Tem
Burt Ballanfant, Councilmember
Brennan Reilly, Councilmember
Mardi Turner, Councilmember

STAFF

M. Chris Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

CITY COUNCIL SPECIAL MEETING MINUTES

[A link to the audio of the complete discussion for each specific agenda item will be included in the Minutes following a City Council Meeting]

The City Council of the City of West University Place, Texas, met in special session on **Monday, October 17, 2016**, in the Municipal Building, 3800 University, West University Place, Texas beginning at **6:00 p.m.**

Agenda Items were as follows:

Call to Order. Mayor Sample called the meeting to order at approximately 6:00 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Kelly, Councilmembers Ballanfant, Reilly and Turner, City Manager Peifer, City Secretary Gilliam, City Attorney Petrov, Public Works Director Beach, Finance Director Daugherty, and Police Chief Walker.

William Urdahl, Boy Scout Troop 55, led the Pledge of Allegiance.

City Secretary Gilliam confirmed that the notice of this meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

1. Public Comments

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

Listen to audio for public comments.

2. Adoption of the 2017 Budget

Matters related to an ordinance adopting the budget for the fiscal year beginning January 1, 2017 and ending December 31, 2017 appropriating funds for such budget; containing findings and provisions relating to the subject; and declaring an emergency. *Recommended Action: Close the public hearing and adopt ordinance adopting the 2017 Budget on first and final reading.*

Mayor Pro Tem Kelly moved to close the public hearing. Councilmember Reilly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Councilmember Turner moved that Council adopt an ordinance approving and adopting a budget for the fiscal year beginning January 1, 2017 and ending December 31, 2017 as presented. Councilmember Ballanfant seconded the motion.

Councilmember Reilly moved that Council take the traffic lights out of the Equipment Reserve Fund and take the amounts funded last year and those proposed to be funded this year and return those into the General Fund either to provide tax relief to residents or for other purposes that Council finds appropriate.

After further discussion, Councilmember Reilly moved that the City reduce its contribution to the Equipment Reserve Fund to reflect taking the traffic signal poles from the budget and correcting the mistakes that were made prior to the reserve calculation for a net savings of \$207,919.

Mayor Pro Tem Kelly amended Councilmember Reilly's motion to add that the \$207,919 be left in the budget and allocated toward more security cameras.

Councilmember Reilly moved to amend the Equipment Reserve Fund to remove the light poles which he thinks is more appropriately funded through a bond issue and set the time that they are to be replaced and correct the mistakes that were made in the budget for a total savings of \$207,919. Mayor Pro Tem Kelly seconded with a friendly amendment that the \$207,919 be left in the Equipment Reserve Fund.

A vote was made on the motion and the second as amended by the friendly amendment.
MOTION FAILED.

Ayes: Kelly, Reilly
Noes: Sample, Ballanfant, Turner
Absent: None

Councilmember Reilly moved to correct the errors in the Equipment Reserve Fund so that the City will reduce its allocation to that fund by \$69,000 and also take the traffic light masts and poles out of the Equipment Reserve Fund. After discussion, Councilmember Reilly repeated the motion to reduce the contribution to the Equipment Reserve Fund by \$207,917, which reflects \$69,000 of mistakes in the Equipment Reserve Fund budget and \$138,700 for removing the traffic light masts and poles from the budget. **MOTION FAILED FOR LACK OF SECOND.**

Councilmember Reilly moved that Council reduce its funding into the Equipment Reserve Fund to take out the \$69,000 mistake to reflect the correct funding of the Equipment Reserve Fund according to the amortization schedule. **MOTION FAILED FOR LACK OF SECOND.**

Councilmember Reilly moved to reduce the City's allocation to the Capital Reserve Fund from \$500,000 to \$200,000 so that the contribution to that fund is reduced by \$300,000. Councilmember Ballanfant seconded the motion. **MOTION FAILED.**

Ayes: Reilly
Noes: Sample, Ballanfant, Kelly, Turner
Absent: None

At 8:55 p.m., Councilmember Turner moved for a 10 minute recess. Mayor Sample seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

At 9:05 p.m. Councilmember Turner moved to reconvene the meeting. Mayor Pro Tem Kelly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

After returning from the break, Councilmember Reilly moved to reduce the allocation to the Capital Reserve Fund by \$185,000. Councilmember Ballanfant seconded the motion. **MOTION FAILED.**

Ayes: Reilly
Noes: Sample, Kelly, Ballanfant, Turner
Absent: None

At this time a vote was made on the original motion, which is to adopt the budget as presented. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Turner
Noes: Reilly
Absent: None

3. Adoption of the 2016 Tax Rate

Matters related to an ordinance adopting the budget for the fiscal year beginning January 1, 2017 and ending December 31, 2017 appropriating funds for such budget; containing findings and provisions relating to the subject; and declaring an emergency. *Recommended Action: Close the public hearing and adopt ordinance adopting the 2017 Budget on first and final reading.*

Public hearing closed.

Councilmember Turner moved that the property tax rate be increased by the adoption of a tax rate .3168 which is effectively a 1.80 percent increase in the tax rate. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Turner
Noes: Reilly
Absent: None

4. Fee Schedule Ordinance

Matters related to an ordinance adopting amendments to the City of West University Place Fee Schedule. *Recommended Action: Approve an ordinance amending the fee schedule on the first of two readings.*

Mayor Pro Tem Kelly moved that Council pass an ordinance adopting the amendments to the West U fee schedule on the first of two readings. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

5. **Adjourn**

Councilmember Ballanfant moved to adjourn the meeting at 9:15 p.m. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Prepared by: _____
Thelma A. Gilliam City Secretary Date _____

DRAFT



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Bob Kelly, Mayor Pro Tem
Burt Ballanfant, Councilmember
Brennan Reilly, Councilmember
Mardi Turner, Councilmember

STAFF

M. Chris Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

CITY COUNCIL MEETING MINUTES

[A link to the audio of the complete discussion for each specific agenda item will be included in the Minutes following a City Council Meeting]

The City Council of the City of West University Place, Texas, met in special and regular session on **Monday, November 14, 2016**, in the Municipal Building, 3800 University, West University Place, Texas beginning at **6:00 p.m.**

SPECIAL MEETING

Agenda Items were as follows:

Call to Order. Mayor Sample called the meeting to order at 6:00 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Kelly, Councilmembers Ballanfant, Reilly and Turner, City Manager Peifer, and City Secretary Gilliam.

Call to Order

1. Convene into Closed Executive Session

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

At 6:01 p.m., Councilmember Ballanfant moved to recess the special meeting and convene into executive session per Section 551.074 of the Texas Government Code relating to deliberation concerning the evaluation of the city manager. Councilmember Turner seconded the motion.

MOTION PASSED.

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Mayor, City Council, and City Manager were present for the closed executive session.

2. Reconvene into Special Session

Matters related to action, if any, relative to discussions held in Executive Sessions regarding the City Manager's evaluation.

At 6:32 p.m., Councilmember Turner moved to close the executive session and reconvene the special meeting. Councilmember Reilly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None

Absent: None

3. Adjourn

Councilmember Ballanfant moved to adjourn the special meeting at 6:32 p.m. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

After adjourning the special meeting, Council realized an action item was not on the regular agenda and it needed to take action before closing the special session. Therefore, Councilmember Turner moved to reconvene the special session. Mayor Pro Tem Kelly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

After reconvening the special meeting, Mayor Sample moved to offer City Manager Peifer a 3 percent increase for the upcoming year. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

At 6:35 p.m., Councilmember Reilly moved to adjourn the special meeting. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

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

Call to Order. Mayor Sample called the meeting to order at 6:35 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Kelly, Councilmembers Ballanfant, Reilly and Turner, and City Manager Peifer, City Secretary Gilliam, City Attorney Petrov, Public Works Director Beach, IT Director McFarland, and Treasurer Waits.

Councilmember Reilly led the Pledge of Allegiance

City Secretary Gilliam confirmed that the notice of this meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

4. Public Comments

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

Listen to audio for public comments.

5. Facilities Master Plan Update

Matters related to the Facilities Master Plan update. *Recommended Action: Discuss and take any desired action.*

No Action Taken. Listen to audio for discussion.

6. Video Distribution of Council and Board Meeting

Matters related to posting videos of Council and Board meetings on the City's website. *Recommended Action: Discuss and take any desired action.*

While IT Director McFarland was setting up his slide presentation, Councilmember Turner moved to recess the meeting for a break. Councilmember Reilly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Councilmember Turner moved to reconvene the meeting at 8:00 p.m. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Councilmember Turner repeated her motion to continue with the indexed audio of the Council meetings and to not pursue video distribution at this time, which was seconded by Mayor Sample. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Turner
Noes: Reilly
Absent: None

7. Library Improvements

Matters related to authorizing the City Manager to award a contract for library improvements. *Recommended Action: Authorize city manager to award a contract for library improvements.*

Councilmember Turner moved to approve staff's recommendation that Council approve a contract with CZV Developers in an amount not to exceed \$247,014 for the base bid improvements, alternates, and \$10,000 for contingency and authorize the City Manager to approve the contract. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

8. Future Agenda Items

Matters related to future agenda items. *Recommended Action: Discuss and take any desired action.*

No items added.

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 City Council Minutes of October 17, 2016, October 24, 2016 and November 7, 2016.
Recommended Action: Approve Minutes.

B. Texas Local Government Investment Pool

Matters related to adopting a resolution to amend authorized representatives to the Texas Local Government Investment Pool and to designate Investment Officials to conduct transactions for the investment of City funds. *Recommended Action: Adopt resolution to amend authorized representatives to the Texas Local Government Investment Pool and to designate Investment Officials.*

C. Interlocal Agreement with Subsidence District

Matters related to an Interlocal Agreement with Harris-Galveston Subsidence District.
Recommended Action: Approve the Interlocal Agreement with Harris-Galveston Subsidence District.

Councilmember Reilly requested that the Minutes from the October 17, 2016 meeting be removed from the Consent Agenda.

Mayor Pro Tem Kelly moved to approve the remaining items on the Consent Agenda. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Councilmember Reilly said he has several revisions and questions regarding the October 17, 2016 Minutes and said he will inform the City Secretary of the items in question for her to listen to the tape again and then bring it back to Council with appropriate revisions.

10. Adjourn

With no further discussion, Mayor Pro Tem Kelly moved to adjourn the meeting at 8:40 p.m. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Prepared By:

Thelma A. Gilliam, City Secretary

Date Approved



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Bob Kelly, Mayor Pro Tem
Burt Ballanfant, Councilmember
Brennan Reilly, Councilmember
Mardi Turner, Councilmember

STAFF

M. Chris Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

CITY COUNCIL MEETING MINUTES

[A link to the audio of the complete discussion for each specific agenda item will be included in the Minutes following a City Council Meeting]

The City Council of the City of West University Place, Texas, met in special and regular session on **Monday, December 5, 2016**, in the Municipal Building, 3800 University, West University Place, Texas beginning at **5:30 p.m.**

SPECIAL MEETING

Agenda Items were as follows:

Call to Order. Mayor Sample called the meeting to order at 5:30 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Kelly, Councilmembers Ballanfant, Reilly and Turner, City Manager Peifer, City Attorney Petrov and City Secretary Gilliam.

Call to Order

1. Convene into Closed Executive Session

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

At 5:31 p.m., Councilmember Reilly moved to recess the special meeting and convene into executive session per Section 551.074 of the Texas Government Code relating to deliberation concerning the evaluation of the city manager. Councilmember Ballanfant seconded the motion.

MOTION PASSED.

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Mayor, City Council, and City Manager were present for the closed executive session.

2. Reconvene into Special Session

Matters related to action, if any, relative to discussions held in Executive Sessions regarding the City Manager's evaluation.

At 5:46 p.m., Councilmember Turner moved to reconvene the special meeting. Mayor Pro Tem Kelly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Mayor Sample informed City Attorney Petrov that Council would like for him to prepare an amendment to the city manager's contract to extend to November 2018 and requested that the item be added to the December 12, 2016 Council agenda.

3. Adjourn

Mayor Pro Tem Kelly moved to adjourn the special meeting at 5:47 p.m. Councilmember Reilly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

REGULAR MEETING (5:45 p.m. in the City Council Chambers)

Call to Order. Mayor Sample called the meeting to order at 5:47 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Kelly, Councilmembers Ballanfant, Reilly and Turner, and City Manager Peifer, City Secretary Gilliam, City Attorney Petrov, Public Works Director Beach, and Police Chief Walker.

ZPC Chair Richard Wilson and Vice-Chair Michael McEnany were also present.

Councilmember Ballanfant led the Pledge of Allegiance

City Secretary Gilliam confirmed that the notice of this meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

4. Public Comments

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

Listen to audio for public comments.

5. Facilities Ordinance Calling Joint Public Hearing

Matters related to the first and final reading of an ordinance calling for a joint public hearing for possible amendments to the Zoning Ordinance regarding building site designations; the definition of school use; curb cuts; and through lots. *Recommended Action: Approve ordinance calling for a joint public hearing for possible amendments to the Zoning Ordinance regarding building site designations, the definition of school use, curb cuts, and through lots on the first and final reading.*

Mayor Pro Tem Kelly moved to approve staff's recommendation that City Council approve the ordinance calling for a joint public hearing of preliminary report on January 23, 2017 regarding minimum miscellaneous ordinance revisions including building site designations, curb butts, definition of school, and through lots. Councilmember Reilly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner

Noes: None
Absent: None

6. Ordinance Calling Joint Public hearing

Matters related to the first and final reading of an ordinance calling for a joint public hearing for an amendment to the zoning ordinance regarding the minimum number of parking spaces required in town center commercial district. *Recommended Action: Approve ordinance calling for a joint public hearing for an amendment to the Zoning Ordinance regarding the minimum number of parking spaces required in the Town Center Commercial District.*

Mayor Pro Tem Kelly moved to approve staffs request that City Council approve the ordinance, as corrected, calling for a Joint Public Hearing on January 23, 2017 for the hearing and preliminary report regarding minimum number of proposed parking spaces in the TCC District.. Councilmember Reilly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

7. Future Agenda Items

Matters related to future agenda items. *Recommended Action: Discuss and take any desired action. City Council*

There were no items discussed or added to the list.

8. Adjourn

With no further discussion, Mayor Pro Tem Kelly moved to adjourn the meeting at 6:25 p.m. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Prepared By:

Thelma A. Gilliam, City Secretary

Date Approved



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Bob Kelly, Mayor Pro Tem
Burt Ballanfant, Councilmember
Brennan Reilly, Councilmember
Mardi Turner, Councilmember

STAFF

M. Chris Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

CITY COUNCIL MEETING MINUTES

[A link to the audio of the complete discussion for each specific agenda item will be included in the Minutes following a City Council Meeting]

The City Council of the City of West University Place, Texas, met in special and regular session on **Monday, December 12, 2016**, in the Municipal Building, 3800 University, West University Place, Texas beginning at **6:00 p.m.**

SPECIAL MEETING

Agenda Items were as follows:

Call to Order. Mayor Sample called the meeting to order at 6:00 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Kelly, Councilmembers Ballanfant, Reilly and Turner, City Manager Peifer, and City Secretary Gilliam.

Call to Order

1. Convene into Closed Executive Session

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

At 6:00 p.m., Mayor Pro Tem Kelly moved to recess the special meeting and convene into executive session per Section 551.074 of the Texas Government Code relating to deliberation concerning the evaluation of the city manager. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Mayor, City Council, and City Manager were present for the closed executive session.

2. Reconvene into Special Session

Matters related to action, if any, relative to discussions held in Executive Sessions regarding the City Manager's evaluation.

At 6:3 p.m., Mayor Pro Tem Kelly moved to close the executive session and reconvene the special meeting. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner

Noes: None
Absent: None

Councilmember Reilly moved for Council to approve the amendment [to the City Manager's agreement with the City] submitted to Council by the City Attorney and authorize the Mayor to execute the amended agreement. Mayor Pro Tem Kelly seconded the motion. **MOTION PASSED.**

3. Adjourn

Mayor Pro Tem Kelly moved to adjourn the special meeting at 6:31 p.m. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

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

Call to Order. Mayor Sample called the meeting to order at 6:35 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Kelly, Councilmembers Ballanfant, Reilly and Turner, and City Manager Peifer, City Secretary Gilliam, City Attorney Petrov, Public Works Director Beach, and Police Chief Walker.

Mayor Pro Tem Kelly led the Pledge of Allegiance.

City Secretary Gilliam confirmed that the notice of this meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

4. Public Comments

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

There were no public comments.

5. Facilities Advanced Funding Agreement

Matters related to an Advance Funding Agreement (AFA) for a Surface Transportation Program (STP) between the Texas Department of Transportation and the City of West University Place. *Recommended Action: Approve Agreement.*

Mayor Pro Tem Kelly moved to approve staff's recommendation that Council approve the resolution, appropriate \$299,160 from the Transportation Improvement Fund, and authorize the City Manager to execute the Advanced Funding Agreement with the Texas Department of Transportation. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

6. Water Well 9 Renovation Project

Matters related to closing out the Water Well 9 Renovation project. *Recommended Action: Accept Water Well No. 9 Renovation Project as completed and authorize Changer Orders with a net reduction of \$80,007.50 to the contract price.*

Councilmember Reilly moved that Council accept Water Well No. 9 renovation project as completed and authorize the Change Order with the net reduction of the dollar amount set forth in the memo item (\$84,775). Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

7. **Future Agenda Items**

Matters related to future agenda items. *Recommended Action: Discuss and take any desired action.*

There were no items added.

8. **Adjourn**

With no further discussion, Mayor Pro Tem Kelly moved to adjourn the meeting at 6:57 p.m. Councilmember Reilly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Prepared By:

Thelma A. Gilliam, City Secretary

Date Approved