

AN ORDINANCE APPROVING AND AUTHORIZING A FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF HOUSTON AND CY-CHAMP PUBLIC UTILITY DISTRICT (APPROVED BY ORDINANCE NO. 2009-946, AS AMENDED) TO PROVIDE FOR SANITARY SEWER SERVICE; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary, or in the absence of the City Secretary, any Assistant City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 3rd day of September, 2014.

APPROVED this _____ day of _____, 20____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 09 2014.



City Secretary

(Prepared by Legal Dept. _____)

Suzi Cobell
Assistant City Attorney

(ALC/dg 8/27/14)

(Requested by Daniel W. Krueger, P.E., Director, Department of Public Works & Engineering)

(L.D. File No. 0801200036003)

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AYE	NO	
✓		MAYOR PARKER
....	COUNCIL MEMBERS
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
	ABSENT-ON PERSONAL BUSINESS	PENNINGTON
✓		GONZALEZ
	ABSENT	GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
	ABSENT	KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

**FIRST AMENDMENT TO A SANITARY SEWER SERVICE AGREEMENT
BETWEEN THE CITY OF HOUSTON, TEXAS AND
CY-CHAMP PUBLIC UTILITY DISTRICT**

THIS FIRST AMENDMENT TO A SANITARY SEWER SERVICE AGREEMENT ("First Amendment") is made by and between the **CITY OF HOUSTON** ("Houston"), and **CY-CHAMP PUBLIC UTILITY DISTRICT** (the "District").

RECITALS.

1. Houston and the District entered into Contract No. 73550 ("Original Contract") on or about October 15, 2009, passed by Houston's City Council under Ordinance No. 2009-946 on October 13, 2009, to provide sanitary sewer service to the District in accordance with the Original Contract's terms and conditions.

2. Houston and the District desire to add the defined term "Point of Measurement" to the Original Contract.

3. Houston and the District desire to change the address of the District from that reflected in the Original Contract.

4. Houston and the District desire to amend the Original Contract by replacing Exhibit "A" of the Original Contract with the new Exhibit "A" attached to this First Amendment.

NOW, THEREFORE, Houston and the District agree as follows:

ARTICLE I.

The Original Contract is hereby amended to renumber the current Section 1.9 as Section 1.10 and all subsequent sections in Article I of the Original Contract accordingly, and to include a new Section 1.9, which reads as follows:

"1.9 "POINT OF MEASUREMENT" means the location of the meter(s) and associated facilities at which the District's output of wastewater is measured in accordance with this Agreement. Such Point of Measurement is shown on Exhibit "A," attached hereto and made part of this Agreement for all purposes."

ARTICLE II.

Section 22.0 of the Original Contract is hereby amended and restated to read as follows:

“22.0 NOTICES. Until the District is otherwise notified in writing by Houston, the address of Houston is and shall remain as follows:

City of Houston
Director of Public Works and Engineering
P.O. Box 1562
Houston, Texas 77251

Until Houston is otherwise notified in writing by the District, the address of the District is and shall remain as follows:

Cy-Champ Public Utility District
c/o Young & Brooks
10000 Memorial Drive, Suite 260
Houston, Texas 77024

All written notices required or permitted to be given under this Agreement from one party to the other shall be given by personal delivery (with a receipt showing delivery) or shall be deemed given by the deposit in a United States Postal Service mailbox or receptacle of certified or registered mail, with proper postage affixed thereto, addressed to the respective other party at the address set forth above or at such other address as the parties respectively shall designate by written notice.”

ARTICLE III.

The Exhibit “A” attached to this First Amendment hereby replaces the Exhibit “A” in the Original Contract for all purposes.

ARTICLE IV.

Except as specifically modified herein, the Original Contract and this First Amendment will remain in full force and effect. In the event of a conflict between the Original Contract and the First Amendment, this First Amendment will prevail only to the extent that the First Amendment adds a

definition of "Point of Measurement," changes the address for the District, and replaces Exhibit "A". Otherwise, the Original Contract shall prevail.

ARTICLE V.

This First Amendment in multiple copies, each of which shall be deemed to be an original, is effective on the date of countersignature indicated below.

"HOUSTON"
CITY OF HOUSTON, TEXAS

"DISTRICT"
CY-CHAMP PUBLIC UTILITY DISTRICT

By: _____
Mayor

By: Ron Walkoviak
Name: Ron Walkoviak
Title: President

ATTEST/SEAL:

City Secretary

ATTEST/SEAL:
By: Richard M. Spurlock
Name: Richard M. Spurlock
Title: Secretary

APPROVED:
[Signature]
Director, Department of Public Works
and Engineering (Harris)

[Signature]

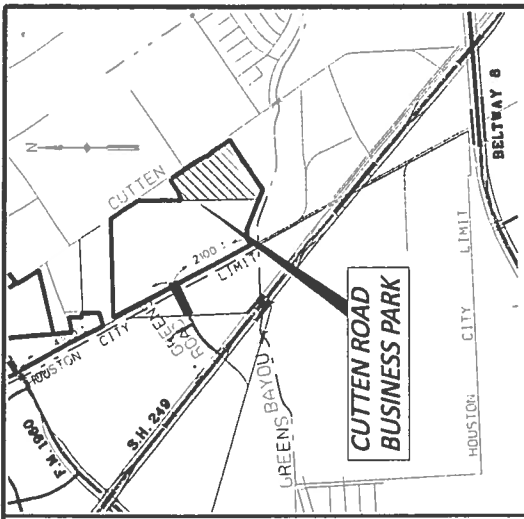
APPROVED AS TO FORM:
[Signature]
Assistant City Attorney
L.D. File No. 080900036003



COUNTERSIGNED BY:

City Controller Date Countersigned: _____, 2014

EXHIBIT "A"



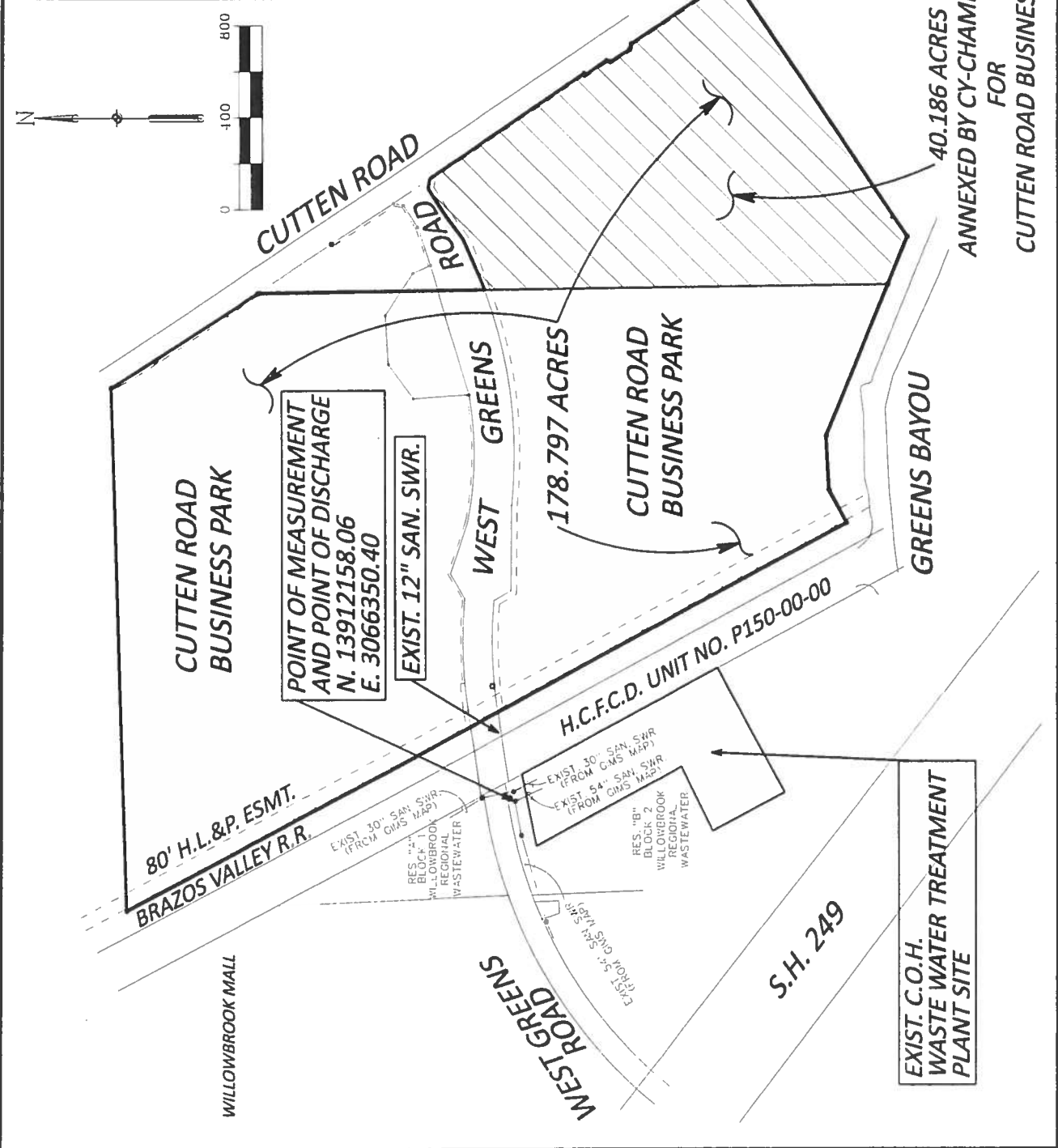
LOCATION MAP
 N.T.S.
 KEY MAP NO. 370-K.L.P&Q
 ZIP CODE: 77066
 GINS NO 4965b

SANDER ENGINEERING CORPORATION
 CONSULTING ENGINEERS, SURVEYORS
 Texas Board of Professional Engineers FIRM No. F-517
 Texas Board of Professional Land Surveying FIRM No. 10030300
 1250 W SAM HOUSTON PKWY SOUTH
 SUITE 400
 HOUSTON, TEXAS 77042
 (713) 784-4830

EXHIBIT "A"
 CY-CHAMP P.U.D.
 SANITARY SEWER
 POINT OF DISCHARGE
 (CUTTEN ROAD BUSINESS PARK)

REVISIONS		
NO.	DATE	DESCRIPTION
1	FEB. 2013	REVISED CUTTEN ROAD BUSINESS PARK AGREEMENT

DATE: REV. JUNE, 2014 JOB NO. 08-05G
 SCALE: 1" = 200' SHEET NO. 1



ANNEXED BY CY-CHAMP P.U.D.
 FOR
 CUTTEN ROAD BUSINESS PARK

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 7/1/2014