

City of Houston, Texas Ordinance No. 2014-1037

AN ORDINANCE APPROVING AND AUTHORIZING A SECOND AMENDMENT TO A WATER SUPPLY CONTRACT BETWEEN THE CITY OF HOUSTON AND THE CITY OF HUMBLE (APPROVED BY ORDINANCE NO. 97-1136 AS AMENDED) FOR THE PURCHASE OF TREATED WATER; 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 December, 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 DEC 09 2014.



City Secretary

(Prepared by Legal Dept.

(ALC/dg 10/29/14)

(Requested by Dale A. Rudick, P.E., Director, Department of Public Works & Engineering)

(L.D. File No. 0801100091002)

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Angie Carroll
Assistant City Attorney

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

**SECOND AMENDMENT TO A WATER SUPPLY CONTRACT
BETWEEN THE CITY OF HOUSTON, TEXAS AND
THE CITY OF HUMBLE, TEXAS**

THIS SECOND AMENDMENT TO A WATER SUPPLY AGREEMENT ("Second Amendment") is made by and between the **CITY OF HOUSTON** ("Houston"), and the **CITY OF HUMBLE** ("Humble").

RECITALS.

1. Houston and Humble entered into Contract No. 73550 ("Original Contract") on or about October 28, 1997, passed by Houston's City Council under Ordinance No. 97-1136, to supply water to Humble in accordance with the Original Contract's terms and conditions.

2. Houston and Humble amended the Original Contract on or about September 17, 2002, passed by Houston's City Council under Ordinance No. 2002-0846 (the "First Amendment"), to demonstrate compliance with the groundwater reduction program of the Harris-Galveston Coastal Subsidence District (later renamed the Harris-Galveston Subsidence District);

3. Houston and Humble desire to amend the Original Contract to convey part of a segment of the water line designated in the Original Contract as Segment 2 in the manner depicted in Exhibit "A" attached to this Second Amendment, which will replace Exhibit "A" in the Original Contract.

4. NOW, THEREFORE, Houston and Humble agree as follows:

ARTICLE I.

Section 2.02(A) of the Original Agreement is hereby amended and restated to read as follows:

A. Upon payment by Humble to Houston of \$43,680 and relocation of the Water Meter downstream on Segment 2, the portion of Segment 2 upstream of the new Water Meter shall be transferred to Humble, and Segment 1 shall be redefined to include this upstream portion of Segment 2, as shown in Exhibit "A". Houston shall retain the rights of ingress and egress to the redefined portion of Segment 1 desirable and/or necessary for maintenance of the Water Meter and any upstream assets owned or maintained by Houston. Upon payment of the amount above to Houston, Segment 1 shall

be owned outright and maintained by Humble, however, Houston shall retain ownership of the Water Meter.

Humble shall not be subject to Houston's utility extension payment, performance, or other bond requirements under Houston's Code of Ordinance (Section 47-163) related to issuance of a permit but shall be required to make Houston an additional obligee on any similar bonds that Humble obtains.

The portions of the water line outside of Humble, designated as Segment 2 and Segment 3 in Exhibit "A", shall be owned and maintained by Houston. Segment 2 shall be the portion of the water line after the Water Meter within an unincorporated area of Harris County. Segment 3 shall be the portion of the water line inside Houston's city limits.

ARTICLE II.

Section 7.08 of the Original Agreement is hereby amended and restated to read as follows:

7.08 NOTICES. Until Humble 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 Humble, the address of Humble is and shall remain as follows:

City Manager
City of Humble
114 W. Higgins
Humble, Texas 77338

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 Second Amendment hereby replaces the Exhibit "A" in the Original Contract for all purposes.

ARTICLE IV.

Prior to transfer of a portion of Segment 2 to Humble, the Utility Official for Humble and the Utility Official for Houston shall develop a customer transfer plan meeting the applicable requirements of Title 30 of the Texas Administrative Code, if applicable.

ARTICLE V.

Except as specifically modified herein, the Original Contract, the First Amendment and this Second Amendment will remain in full force and effect. In the event of a conflict between or among the Original Contract, the First Amendment and the Second Amendment, this Second Amendment will prevail only to the extent that the Second Amendment amends the definition of "Point of Measurement," replaces Exhibit "A", and changes the address for Humble. Otherwise, the Original Contract and First Amendment shall prevail.

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ARTICLE VI.

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

"HOUSTON"
CITY OF HOUSTON, TEXAS

"HUMBLE"
CITY OF HUMBLE, TEXAS

By: _____
Mayor

By: Q. M. C. Manias
Mayor

ATTEST/SEAL:

City Secretary

ATTEST/SEAL:
By: [Signature]
City Secretary



APPROVED:
Dale A. Rudick
Director, Department of Public Works
and Engineering

[Signature]

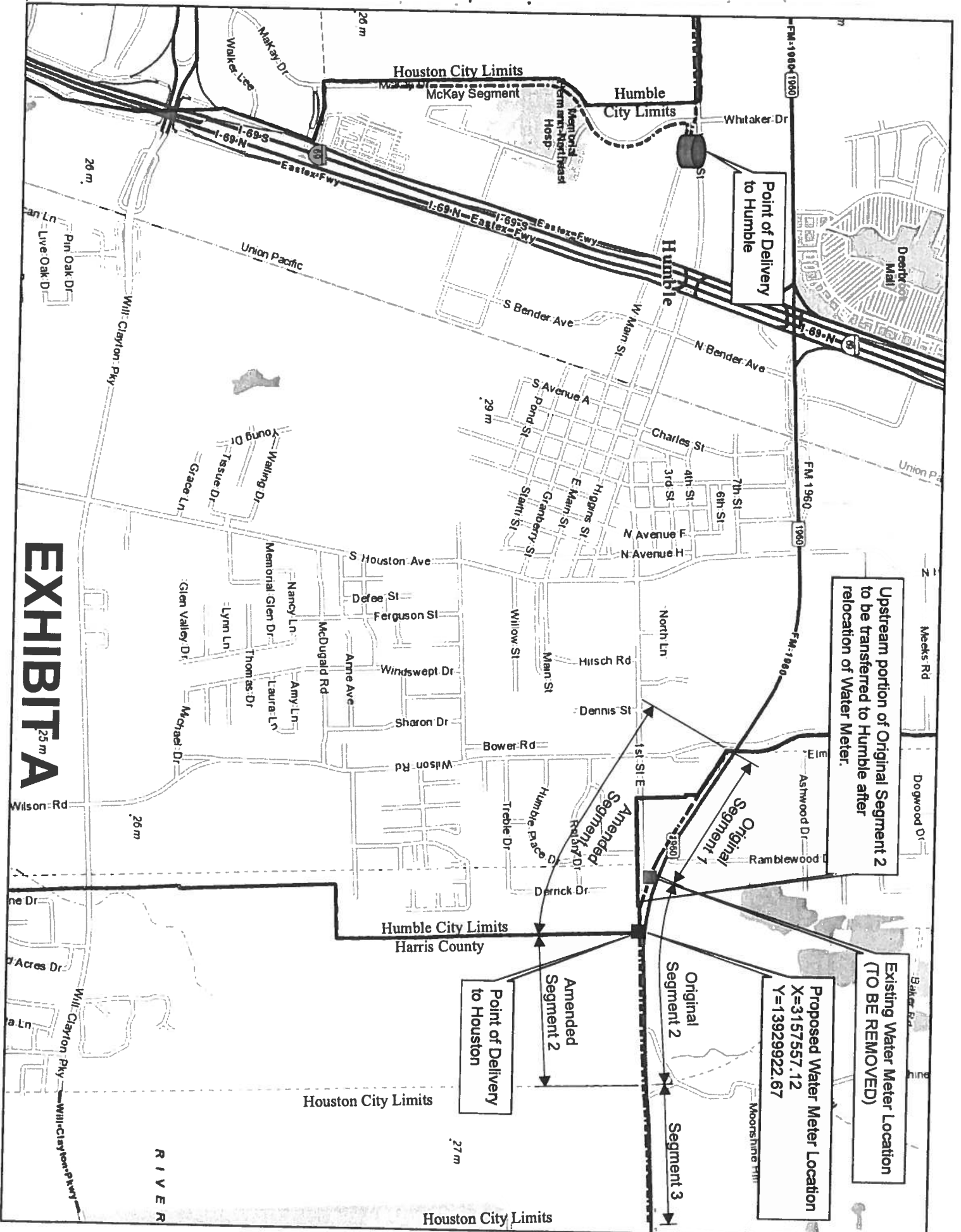
APPROVED AS TO FORM:
[Signature]
Assistant City Attorney
L.D. File No. 68100091002

COUNTERSIGNED BY:

City Controller Date Countersigned: _____, 2014

EXHIBIT "A"

EXHIBIT A



Point of Delivery to Humble

Upstream portion of Original Segment 2 to be transferred to Humble after relocation of Water Meter.

Proposed Water Meter Location
X=3157557.12
Y=13929922.67

Existing Water Meter Location (TO BE REMOVED)

Point of Delivery to Houston

Houston City Limits