



Town of Sunnyvale

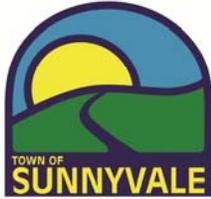
Town Council

June 13, 2016

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Town Council
K cf_g\ cd
6:00 P.M.

Town Council
Regular Meeting
7:00 P.M.



**TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
WORKSHOP
CONFERENCE ROOM - 127 N. COLLINS RD
MONDAY, JUNE 13, 2016
6:00 P.M.**

CALL MEETING TO ORDER

Mayor calls the Workshop to order, state the date and time. State Councilmember's present and declare a quorum present.

1. DISCUSS AND PROVIDE DIRECTION ON PEDESTRIAN CROSSING OPTIONS FOR THE STONEY CREEK DEVELOPMENT.

ADJOURN

ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING.

THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.087 (ECONOMIC DEVELOPMENT).

THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON JUNE 10, 2016, IN THE FOLLOWING LOCATION AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING:

TOWN HALL AT 127 N. COLLINS ROAD

LESLIE BLACK, TOWN SECRETARY



Town of Sunnyvale

June 13, 2016

Summary

WORKSHOP WITH FORESTAR DEVELOPMENT FOR REVIEW OF PEDISTRIAN BRIDGE SOLUTIONS (STONEY CREEK).

In May 2016, Council approved tentative development plans for phases 2E & 2F of the Stoney Creek subdivision. Subsequent to the approval Council requested that a solution be developed for a pedestrian bridge crossing as required by the Stoney Creek Planned Residential Overlay ordinance.

The applicants (Forestar) have worked with staff and now have returned to present possible pedestrian bridge solutions.

Attachments

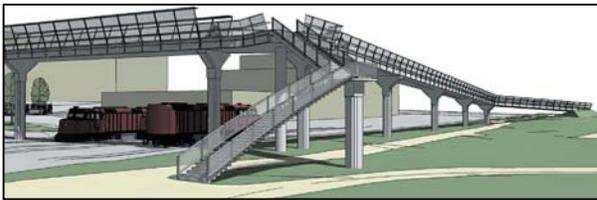
- Workshop Handout

Stoney Creek Pedestrian Crossing Options

1. At Grade - HAWK Signal System



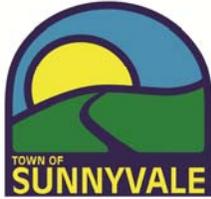
2. Aerial - Bridge



3. Below - Tunnel



RTCM
06/13/2016



**TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
REGULAR MEETING
MONDAY, JUNE 13, 2016
TOWN HALL - 127 N. COLLINS RD.
7:00 P.M.**

STATE REPRESENTATIVE CINDY BURKETT WILL ADMINISTER THE OATH OF OFFICE TO MAYOR PRO-TEM GEORGE AND COUNCILMEMBER RANTA.

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

Mayor calls the Meeting to order, state the date and time. State Councilmembers present and declare a quorum present.

PUBLIC FORUM

Citizens may speak on any matter other than personnel matters or matters under litigation. No Town Council actions or discussion will be taken until such matter is placed on the agenda and posted in accordance with law.

DISCUSSION/ACTION ITEMS:

TOWN SECRETARY

- 1. DISCUSS AND CONSIDER ELECTING A COUNCILMEMBER TO SERVE AS MAYOR PRO-TEM.**

ENGINEERING

- 2. DISCUSS AND CONSIDER THE AWARD OF A CONTRACT TO MACAULEY CONTROLS COMPANY FOR THE PURCHASE AND INSTALLATION OF FIVE WASTEWATER FLOW METERS.**
- 3. DISCUSS AND CONSIDER THE AWARD OF A CONTRACT TO DELTATEK ENGINEERING FOR AN ENGINEERING STUDY TO DETERMINE THE PROPER LOCATION FOR INSTALLING FIVE WASTEWATER FLOW METERS.**
- 4. DISCUSS AND CONSIDER THE AWARD OF A CONTRACT TO UP-RITE FOUNDATION REPAIR FOR THE REPAIR OF THE FOUNDATION AT THE DALLAS SHERRIFF'S OFFICE SUBSTATION.**

TOWN MANAGER

5. **DISCUSS AND CONSIDER SECOND READING OF ORDINANCE 16-07: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCE TO CREATE ARTICLE 8.11 IN CHAPTER 8 OF THE CODE OF ORDINANCES; PROHIBITING A PROPERTY OWNER OR OCCUPANT FROM ALLOWING PROPERTY, RESIDENCES, AND STRUCTURES TO BE USED FOR GATHERINGS WHERE MINORS CONSUME ALCOHOL OR CONTROLLED SUBSTANCES; PROVIDING FOR A PENALTY NOT TO BE LESS THAN \$1,000.00 NOR EXCEED \$2,000.00; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**
6. **DISCUSS AND UPDATE THE STRATEGIC PRIORITIES**

EXECUTIVE SESSION

Recess into executive session pursuant to Chapter 551, Subchapter D of the Texas Government Code:

EXECUTIVE SESSION AGENDA:**A. SECTION 551.072 REAL PROPERTY**

To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

PROPERTY LOCATED AT OR ABOUT U.S. HWY 80 AND COLLINS RD.**B. SECTION 551.087 ECONOMIC DEVELOPMENT**

To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

PROPERTY LOCATED AT OR ABOUT U.S. HWY 80 AND COLLINS RD.**END OF EXECUTIVE SESSION**

Reconvene into open session and take any action necessary as a result of the Executive Session.

7. **SECTION 551.072 - REAL PROPERTY LOCATED AT OR ABOUT U.S. HWY 80 AND COLLINS RD.**
8. **SECTION 551.086 – ECONOMIC DEVELOPMENT FOR PROPERTY LOCATED AT OR ABOUT U.S. HWY 80 AND COLLINS RD.**

RTCM
06/13/2016**MAYOR & COUNCIL****9. MAYOR AND COUNCIL REQUESTS FOR FUTURE STAFF UPDATES AND AGENDA ITEMS.****ADJOURN**

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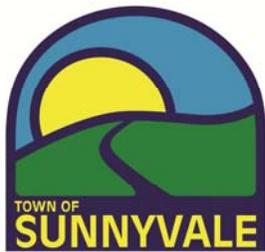
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TOWN HALL AT 127 N. COLLINS ROAD

LESLIE BLACK, TOWN SECRETARY



Town of Sunnyvale

Prepared By: Leslie Black

Summary:

Elect Mayor Pro-Tem.

Background:

The Home Rule Charter states the Mayor Pro-Tem shall be a Councilmember elected by the Town Council. Following each regular Town election and any applicable run-off election, and at the first regular Town Council meeting when the newly elected members of the Town Council are sworn and seated, the Town Council shall elect the Mayor Pro-Tem. The Mayor Pro-Tem shall act as Mayor during the absence or disability of the Mayor, and when doing so, shall have the rights conferred upon the Mayor.

Analysis:

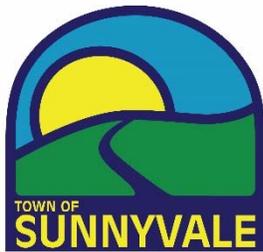
None.

Fiscal Impact:

None.

Staff Recommendation:

None.



Town of Sunnyvale

Prepared By: Justin Brown, P.E.

Summary:

CONSIDER THE AWARD OF A CONTRACT TO MACAULEY CONTROLS COMPANY FOR THE PURCHASE AND INSTALLATION OF FIVE WASTEWATER FLOW METERS.

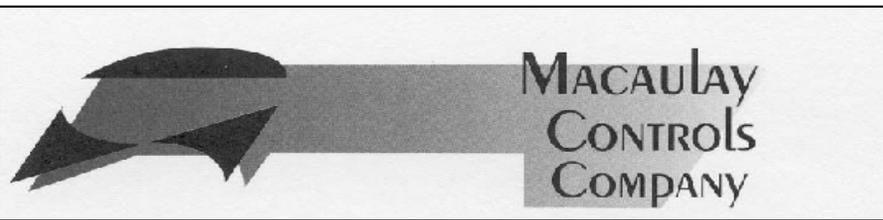
Background & Analysis:

Town staff has been working with the City of Garland staff for the past year on a new wastewater services contract which includes provisions to meter wastewater flow into the Garland wastewater collection system. Town staff has requested and received proposals from multiple companies to provide the wastewater flow meters and perform the installation. The City of Garland has reviewed the proposals and determined that the Flo-Dar meters provided by the Hach Company meet the wastewater metering requirements of Garland and will allow their use. The proposal provided by Macauley Controls Company will include the purchase of five (5) wastewater flow meters with installation and calibration. In order to meet the City of Garland requirements a two (2) year service plan is also provided in the proposal. The proposal is for a total fee of \$93,260.75.

As a condition of the wastewater meter installation the City of Garland is requiring the Town to perform an engineering study on each site to determine if flow can accurately be measured.

Staff Recommendation:

Staff would recommend awarding a contract to the Macauley Controls Company in the amount of \$93,260.75 for the purchase and installation of five Hach Flo-Dar wastewater meters.



Manufacturers Representatives since 1965

MACAULAY IS A CERTIFIED WBE COMPANY

QUOTE

Houston:	P.O. Box 890231, Houston, TX 77289-0231 281/282-0100 800/299-1148	Fax: 281/282/0077
Austin:	P.O. 90033, Austin, TX 78709 512/458-1148	Fax: 512/288-0024
Dallas:	P.O. Box 863913, Plano, TX 75086 972/769-1226	Fax: 972/599-7773

TO: FREESE AND NICHOLS
JUSTIN BROWN
TOWN OF SUNNYVALE INSTALLATION QUOTATION

QUOTE NO. 16-05242016-SA
JOB I.D.: SUNNYVALE _HACH FLOW
BID DATE:
DATE: 5/24/16
QUOTED BY: SHAWNA ALLEN
EFFECTIVE DATE: 60 DAYS
FOB POINT: FACTORY PREPAY
ADD TO INVOICE
TERMS: NET 30 DAYS

ITEM	QTY	DESCRIPTION	PRICE
1)	5	HACH FLO-DAR INSTALLATION ASSISTANCE	\$1,500.00
2)	5	CALIBRATION ASSISTANCE ALL METERS PER VISIT	\$2,500.00
TOTAL:			\$10,000.00

NOTE: QUOTATION DOES NOT INCLUDE ANY ITEM NOT SPECIFICALLY LISTED.

(CONTINUED)

MACAULAY CONTROLS**PAGE 2****QUOTATION TERMS & CONDITIONS**

TERMS: ALL OPEN ACCOUNTS WHICH ARE PAST DUE WILL BE CHARGED 1-1/2% OF THE PAST DUE BALANCE PER MONTH (18% PER ANNUM). ORDERS ENTERED ON THIS QUOTATION NUMBER MUST CONFORM TO THE PRICE, TERMS AND CONDITIONS SHOWN AND REFER TO THE QUOTATION NUMBER. MATERIALS OFFERED ARE BASED ON OUR BEST UNDERSTANDING OF YOUR SPECIFICATIONS AND SUBJECT TO THE CONDITIONS PRINTED BELOW.

- QUOTATION IS BASED ON CURRENT LABOR AND MATERIAL COSTS AND IS SUBJECT TO CURRENT PRICING POLICIES OF THE MANUFACTURER.
- ALL ORDERS PLACED FOR ITEMS INCLUDED IN THIS QUOTATION ARE SUBJECT TO FINAL ACCEPTANCE BY THE MANUFACTURER. PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED THESE CONDITIONS UPON (1) PLACING AN ORDER OR (2) MANUFACTURER BEGINNING PRODUCTION FOR THE MATERIALS COVERED BY THIS QUOTATION.
- QUOTATION WILL REMAIN IN EFFECT FOR THE SPECIFIED TIME, AND AFTER THIS EXPIRATION DATE, ALL PRICING AND DISCOUNTS QUOTED ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- DELIVERY ASSURANCE AS QUOTED HEREIN IS NOT GUARANTEED AND IS BASED ON FACTORY'S MATERIAL SUPPLIERS' ABILITIES TO MAINTAIN SCHEDULES. ALSO DELIVERY IS SUBJECT TO STRIKES, ACCIDENTS, OR OTHER UNAVOIDABLE DELAYS BEYOND THE MANUFACTURERS CONTROL. WE ASSUME **NO** LIABILITY FOR DELAYS IN SHIPMENT OF MATERIALS AS COVERED BY THIS QUOTATION.
- DELIVERY SHALL BE F.O.B. POINT OF MANUFACTURE OF MATERIALS COVERED BY THIS QUOTATION. DELIVERY MATERIALS STATED TO BE "STOCK" AT TIME QUOTATION IS MADE ARE SUBJECT TO AVAILABILITY AND PRIOR SALES.
- ORDERS ENTERED FOR PRODUCTION ARE **NOT** SUBJECT TO CANCELLATION UNLESS BY WRITTEN AGREEMENT WITH THE MANUFACTURER.
- MATERIAL HAVING BEEN SHIPPED CANNOT BE RETURNED WITHOUT PRIOR WRITTEN PERMISSION OF THE MANUFACTURER, AND ANY SUCH RETURN SHIPMENTS ARE THEN SUBJECT TO MANUFACTURER'S RETURN STOCK AND RECONDITIONING CHARGES AND PURCHASER SHALL BE RESPONSIBLE FOR ALL ASSOCIATED CHARGES AND COSTS.
- UNLESS OTHERWISE INDICATED, ALL PRICES QUOTED DO NOT INCLUDE ANY TAX-ASSESSMENT OR CHARGE UPON THE MANUFACTURER'S PRODUCTION, SALES AND/OR SHIPMENT OF SAID PRODUCTS, NOW OR HEREAFTER IMPOSED BY FEDERAL, STATE, MUNICIPAL, AND/OR OTHER GOVERNMENTAL AUTHORITY. ANY SUCH TAX, OR CHARGE AFORESAID WILL BE CHARGED TO THE PURCHASER'S ACCOUNT IN ACCORDANCE WITH THE STATUTORY OR OTHER REQUIREMENTS RELATING THERETO.
- ALL NEW PRODUCTS HAVE LIMITED WARRANTIES IN ACCORDANCE WITH THE MANUFACTURER'S GUARANTEES, WARRANTIES, OR POLICIES. ANY REPLACEMENT OF DEFECTIVE MATERIAL, OR MATERIALS, WILL BE MADE IN ACCORDANCE WITH SUCH GUARANTEE OR WARRANTY POLICIES BUT, IN ANY CASE, RESPONSIBILITY ENDS WITH THE REPLACEMENT OF THE DEFECTIVE PART, OR PARTS AND NO RESPONSIBILITY WILL BE ASSUMED FOR UNAUTHORIZED REPAIR OR REPLACEMENT OF SAID PRODUCT. ALSO **NO** LIABILITY, NOR ANY EXPENSE WILL BE INCURRED DUE TO FAILURE OF SAID PRODUCT EXCEPTING REPLACEMENT OF THE DEFECTIVE PART, OR PARTS, BY THE MANUFACTURER, ANY SUCH RETURN SHIPMENTS ARE THEN SUBJECT TO MANUFACTURER'S POLICIES AND PARAGRAPH 7 HEREOF.
- SHOULD THE PURCHASER OR ITS CUSTOMER REVISE OPERATING OR INSTALLATION SPECIFICATIONS, AFTER THIS QUOTATION IS MADE, TO OTHER THAN THOSE ORIGINALLY SPECIFIED, MANUFACTURER RESERVES THE RIGHT TO REVISE, OR WITHDRAW, THIS QUOTATION, AND TO SUBMIT PRICES FOR THE MATERIALS WHICH WILL BE RECOMMENDED TO MEET THE REVISED SPECIFICATION.
- COMMERCIAL, OR SPECIAL EXPORT CRATING, OR SPECIAL BOXING OR CRATING FOR DOMESTIC SHIPMENT, WILL BE ADDED TO REGULARLY QUOTED PRICES, UNLESS OTHER INDICATED IN THIS QUOTATION.
- EXTRA OR SPECIAL CHARGES IMPOSED BY THE MANUFACTURER, AND NOT COVERED BY THIS QUOTATION, ARE TO BE COVERED BY SUPPLEMENTAL QUOTATIONS IN ACCORDANCE WITH PARAGRAPH 2 HEREOF, OR SUCH EXTRA PRICES, WHEN NOT COVERED BY A FORMAL WRITTEN QUOTATION, TO BE ACCEPTED BY WRITTEN CONSENT OF PURCHASER.
- ALL ORDERS ACCEPTED BY MANUFACTURER AS A RESULT OF THIS QUOTATION ARE TO INCORPORATE OUR PRICE TERMS & CONDITIONS AS A PART OF THE ORDER BY REFERENCE TO OUR QUOTATION NUMBER. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL DISPUTES THAT ARISE FROM THIS QUOTATION AND/OR ANY RESULTANT ORDERS ARE TO BE LITIGATED IN HARRIS COUNTY, TEXAS USA.
- ORDERS ENTERED TO US FOR PRODUCTS OR MATERIALS FOR CONSTRUCTION UNDER THE TERMS OF MILLER, MCGREGOR OR HARDEMAN BONDING ACTS, ARE TO BE BOUND WITH 100% PAYMENT AND PERFORMANCE BONDS UNLESS SPECIFICALLY WAIVED IN WRITING BY MANUFACTURER.

SIGNED BY: _____

SHAWNA ALLEN



Quotation

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Number: 100160485v2
 Use quote number at time of order to ensure
 that you receive prices quoted

Quote Date: 05/09/2016

Quote Expiration: 07/08/2016

Freese and Nichols

Name: Justin Brown
 Phone: 817 647 5237
 Email: justin.brown@freese.com

Customer Quote Reference: DDSEquipment w/Flo-DarTemplate

Sales Contact: Richard Delgadillo Email: rdelgadi@hach.com Phone: 970-443-8821

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price	
Required One-time Purchase								
1	800012402	ASSY,ALIGNMENT TOOL,UNIDIRECTIONAL FRAME	1	195.00		195.00	195.00	
2	245000501	POLE, 8-24FT, Q-STICK	1	164.00		164.00	164.00	
3	510012701	PLACEMENT HOOK, ONE TIME MT.	1	92.75		92.75	92.75	
4	8528300	CABLE ASSY, COMM, USB	1	129.00		129.00	129.00	
							Subtotal	\$ 580.75
Web Enabled Flo-Dar								
5	FL902.97.XR	FL902 LOGGER, RAIN	5	4,492.00		4,492.00	22,460.00	
6	MODEL 4000-430	Flo-Dar/SVS incorporating Doppler Radar and Electromagnetic velocity sensors with Ultrasonic depth sensors for use in Open Channel Surcharge flow applications. Portable Flo-logger Optional.	5	6,535.00		6,535.00	32,675.00	
7	FD9000CBL-030	34FT FLODAR CABLE + HUB FL90X	5	434.00		434.00	2,170.00	
8	600006203	SVS SENSOR WITH 30FT CABLE, WITH CONNECTOR*NRD 6963700	5	1,152.00		1,152.00	5,760.00	
9	800016701	ASSY, ONE TIME MT, MODEL 4000-X3XX, FRAME SINGLE DIRECTION, FLO-DAR SVS (SURCHARGE)	5	737.00		737.00	3,685.00	
							Subtotal	\$ 66,750.00
Recurring Costs-Data Transfer Fee & Bench Service								
10	BSPFL900 SERIES - WIRELESS	2-year Bench Service Plan warranty-Includes Flodar Sensor and Wireless FL902(Return to Factory Only)Bench Service includes: Repair and Preventative Maintenance - parts & labor and calibration - all performed at the factory, unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	5	3,186.00		3,186.00	15,930.00	
							Subtotal	\$ 15,930.00
							Grand Total	\$ 83,260.75

RECOMMENDED ACCESSORIES & SERVICES

Line	Part Number	Description	Qty	Unit Price	Extended Price
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TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review
Please reference the quotation number on your purchase order.
Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase.

Sales Contact:

Name: Richard Delgadillo
Title: Divisional Sales Manager
Phone: 970-443-8821
Email: rdelgadi@hach.com

Prepared By:

Name: Becci Wegener
Title: Field Sales Support Specialist
Phone: 1-800-227-4224 X6243
Email: bwegener@hach.com

**HACH COMPANY****Headquarters**

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<p><i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<p><i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>

ADVANTAGES OF SIMPLIFIED FREIGHT

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships simplified freight orders as the product is available at no additional cost 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED FREIGHT CHARGES ^{1, 2, 3}						Collect ⁴
<i>Pricing Effective 8/16/2014</i>						
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 8/16/2014
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.79
\$50.00 - \$199.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$7.99
\$200.00 - \$449.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.47
\$450.00 - \$749.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$8.89
\$750.00 - \$999.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.17
\$1,000.00 - \$2,249.99	\$66.39	\$130.75	\$255.01	\$154.73	\$307.33	\$9.49
\$2,250.00 - \$4,999.99	\$79.47	\$174.35	\$294.25	\$181.98	\$336.76	\$11.32
\$5,000.00 - \$9,999.99	\$112.79	\$201.60	\$338.94	\$213.59	\$365.10	\$16.83
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$29.49

- 1 Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- 2 Additional freight charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- 3 Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- 4 Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [122](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

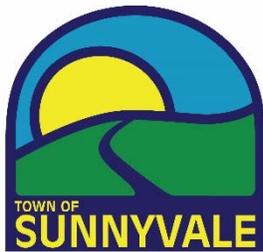
21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

* * *

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS**Additional Provisions**

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

* * *



Town of Sunnyvale

Prepared By: Justin Brown, P.E.

Summary:

CONSIDER THE AWARD OF A CONTRACT TO DELTATEK ENGINEERING FOR AN ENGINEERING STUDY TO DETERMINE THE PROPER LOCATION FOR INSTALLING FIVE WASTEWATER FLOW METERS.

Background & Analysis:

Town staff has been working with the City of Garland staff for the past year on a new wastewater services contract which includes provisions to meter wastewater flow into the Garland wastewater collection system. As a condition of the wastewater meter installation the Town is being required to perform an engineering study to determine if the meters can be installed within manufacturers recommended parameters and measure flow accurately. Deltatek Engineering has submitted a proposal for the engineering study which includes surveying of the locations to determine hydraulic gradients and a proper location for accurate flow. The proposal is for \$26,750.00 and will be completed within seven weeks.

Staff Recommendation:

Staff would recommend awarding a contract Deltatek Engineering in the amount of \$26,750.00 for the wastewater meter engineering study.



April 18, 2016

Mr. Justin Brown, P.E.
Freese and Nichols
City Engineer for City of Sunnyvale
City of Sunnyvale
127 N. Collins Road
Sunnyvale, Texas 75182

Reference: Wastewater Metering
Engineering Review & Report Proposal
City of Sunnyvale

Dear Mr. Brown:

In response to your request, and our meeting of March 17, 2016, Deltatek Engineering is pleased to provide the following scope of services:

Project Summary

It is our understanding that the City of Sunnyvale is planning to install five (5) wastewater metering stations to meter wastewater collected by the City of Garland. These meters manufactured by HACH and known as Flo-Dar. Deltatek Engineering will be retained by the City of Sunnyvale to review the current metering sites and confirm these locations for the installation of HACH Flo-Dar.

SCOPE OF SERVICES

Wastewater Metering Stations

Deltatek Engineering will review the proposed locations and confirms the feasibility of these locations for installation of HACH Flo-Dar for billing purposes. These proposed locations are listed below:

1. Barnes Bridge
2. Stoney Creek
3. Long Creek
4. Deer Creek
5. Tanner Creek

2211 Texas Drive, Irving, Texas 75062
Firm Registration Number F-4419
972-255-9500
Email: bn@deltatekeng.com

Survey Services

Deltatek will provide the services of a Registered Public Land Surveyor in the State of Texas to provide manhole locations and flow line elevations both upstream and downstream of the proposed meter locations so that hydraulic gradient can be determined. Based on those results Deltatek will make recommendation for an optimum metering location to be established. Deltatek was escorted by City staff to five (5) manholes in proposed locations. It was noted that the manholes observed may not provide for laminar flow at the proposed manholes. If that is the case, recommendation for other location on the same main or, installation of additional manhole(s) may be required.

Deliverable

Deltatek shall submit the final report to the City of Sunnyvale with confirmation for each metering location. The report will include physical location of each metering location. It shall include pipe size, material, manhole depth, and grade, (both upstream and downstream). Maps, photographs, metering specifications, and other pertinent data required to both identify and to confirm that the proposed location will in fact, produce accurate flow metering data. This report shall be signed and sealed by a Texas Registered Professional Engineer.

Optional Design Services

In the event that proposed locations required modifications to accommodate Flo-Dar for more accurate reading, Deltatek is prepared to offer design services for these modifications.

Optional Construction Services

Construction Phase Services are available. If requested, Deltatek will provide at a minimum, the following:

1. Proposal for Construction Phase Services
2. Attend Pre-Bid Conference
3. Issue Addenda if required
4. Attend Bid Opening
5. Make Recommendation for award to the low responsive bidder
6. Assist City in providing QA during the Construction

Cost Proposal:

Survey Services	\$7,500.00
Site Investigations	\$9,000.00
Report	\$10,250.00
<u>Total</u>	<u>\$26,750.00</u>

Project Schedule:

Survey	Two (2) weeks from Notice to Proceed
Preliminary "Draft" Report	Two (2) weeks
City Review and Approval	Two (2) weeks
Final Report:	One (1) week
Total	Seven (7) weeks from Notice to Proceed

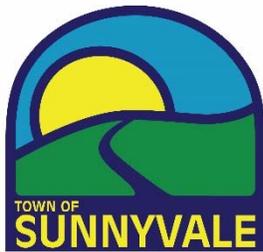
Should you have any questions, please call me at 972-255-9500 or Email.

Sincerely,
DELTATEK ENGINEERING



Bahram Niknam, P.E.

c: Mr. Johnny W. Meeks
Director of Public Works
Town of Sunnyvale



Town of Sunnyvale

Prepared By: Justin Brown, P.E.

Summary:

CONSIDER THE AWARD OF A CONTRACT TO UP-RITE FOUNDATION REPAIR FOR THE REPAIR OF THE FOUNDATION AT THE DALLAS SHERRIFF'S OFFICE SUBSTATION.

Background & Analysis:

After the Dallas Sheriff's Office substation was purchased in 2015 some settlement of the building foundation was noticed. It is undetermined if the settlement occurred prior to purchasing the building or if it developed after the building was purchased by the Town; a pre-purchase building inspection was performed and no settlement was noted. The foundation settlement needs to be corrected (repaired) before additional settlement takes place and causes structural damage at the facility. Town staff has advertised for bids and received bids from one contractor that proposed two different repair strategies. One bid proposes to use 64 12" piers at a cost of \$63,780.00 and the alternate bid proposes to use 64 8" dual shaft piers at a cost of \$49,990.00. Both construction methods carry the same lifetime warranty from the contractor. Therefore, staff recommends the 8" dual shaft piers at \$49,990.00. It is important to note that the bid of \$49,990.00 only covers the installation of the concrete piers; repairs to the damaged flooring will be paid for separately.

Staff Recommendation:

Staff would recommend awarding a contract to Up-Rite Foundation Repair in the amount of \$49,990.00 for the foundation repair at the Dallas Sherriff's Office substation.

Tommy Garrett
1380 F.M. 1389 N.
Combine, Texas 75159
Office Number: (972) 285-4782
Fax Number: (972) 287-4771
Web: UpriteFoundation.com
Email: UpRiteFoundation@yahoo.com



Date: 3-15-16 Mapsco: _____
Job Location: 364 LONGCREEK RD. SUNDRALE TX 75182
Owners Name: SHERIFF STATION Email: _____
Home Ph: () _____ Work Ph: () 972-486-2144 Cell Ph: () _____ Fax: () _____

AGREEMENT

8" Single Shaft Piers @ \$ _____ Each Pier Total \$ _____	8" Dual Shaft Piers @ \$ _____ Each Pier Total \$ <u>34,560.00</u>	12" Piers @ \$ _____ Each Pier Total \$ _____

Total Price \$ 49,990.00 1/2 @ Start \$ 24,995.00 Balance @ Completion \$ 24,995.00

- Raise foundation grade beam to approximate original grade as practical.
- Pier-Beam foundation: Add up to blocks and pads under the structure where needed.
- Replace up to In/ft. of defective sills & plates under the structure where needed.
- Replace up to In/ft. of girder under the structure.
- Sister member up to In/ft. of floor joist under the structure.
- Shim up to existing piers under the structure.
- Install up to In/ft. of french drain. Surface drains. Pump station.
- Remove up to sq/ft. of existing concrete. Replace up to sq/ft. of concrete.
- Remove small shrubs and replant. We do not guarantee any shrubs. Cut large shrubs.
- We will repair any cracks in exterior grout between bricks in work area. (No Guarantee)
- Sprinkler system? Yes No Functional? Yes No ?
- We will clean work area after work is completed.
- Are there any apparent existing drainage problems? Yes No
- Guarantee void if drainage problems are not corrected in 30 days of completion of work.
- Mud-Jacking and Void fill are not covered under warranty.
- Customer is responsible for plumbing and cosmetic repairs.
- LIFETIME warranty.

First 3 years 100 % coverage on drilled piers.
After 3 years 25 % adjustment fee on drilled piers. (Installed by Up-Rite Foundation Repair).

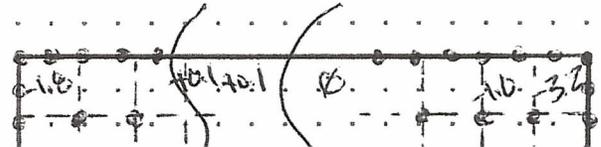
TOTAL = \$ 50,340.00

\$ 49,990.00

Agreement may be withdrawn if not accepted in 30 days.

Above total price includes:

- Eng. Insp. \$ 550.00
- City Permit \$ 150.00
- Under House \$ 0
- Drainage \$ 0
- Root/Moisture Barrier \$ 0
- Concrete Removal/Replace \$ 0
- Mud-Jacking/Void fill \$ 7,800.00
- Breakouts \$ 5,900.00
- Wingwall/Porch Pads \$ _____
- Dirt Removal \$ 990.00
- Leak Test \$ 200.00

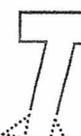


Tommy Garrett
 1380 F.M. 1389 N.
 Combine, Texas 75159
 Office Number: (972) 285 -4782
 Fax Number: (972) 287-4771
 Web: UpriteFoundation.com
 Email: UpRiteFoundation@yahoo.com



Date: 3-15-16 Mapsco: _____
 Job Location: 364 LONGCREEK RD. SUNNYVALE TX 75182
 Owners Name: SHERIFF STATION Email: _____
 Home Ph: () _____ Work Ph: () _____ Cell Ph: () _____ Fax: () _____
ROBERT CANIDA 972-480-2144

AGREEMENT

		
8" Single Shaft Piers @ \$ _____ Each Pier Total \$ _____	8" Dual Shaft Piers @ \$ _____ Each Pier Total \$ _____	12" Piers @ \$ _____ Each Pier Total \$ <u>48,000.00</u>

Total Price \$ 63,780.00 1/2 @ Start \$ 31,890.00 Balance @ Completion \$ 31,890.00

- Raise foundation grade beam to approximate original grade as practical.
- Pier-Beam foundation: Add up to _____ blocks and pads under the structure where needed.
- Replace up to _____ In/ft. of defective sills & plates under the structure where needed.
- Replace up to _____ In/ft. of _____ girder under the structure.
- Sister member up to _____ In/ft. of _____ floor joist under the structure.
- Shim up to _____ existing piers under the structure.
- Install up to _____ In/ft. of french drain. _____ Surface drains. _____ Pump station.
- Remove up to _____ sq/ft. of existing concrete. Replace up to _____ sq/ft. of concrete.
- Remove small shrubs and replant. We do not guarantee any shrubs. Cut large shrubs.
- We will repair any cracks in exterior grout between bricks in work area. (No Guarantee)
- Sprinkler system? Yes No Functional? Yes No ?
- We will clean work area after work is completed.
- Are there any apparent existing drainage problems? Yes No
- Guarantee void if drainage problems are not corrected in 30 days of completion of work.
- Mud-Jacking and Void fill are not covered under warranty.
- Customer is responsible for plumbing and cosmetic repairs.
- LIFETIME warranty.

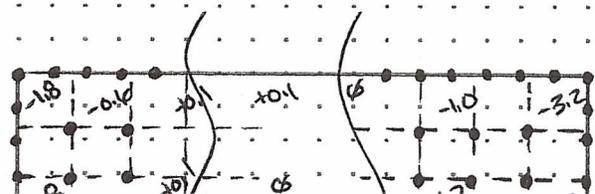
First 3 years 100 % coverage on drilled piers.

After 3 years 25 % adjustment fee on drilled piers. (Installed by Up-Rite Foundation Repair).

Agreement may be withdrawn if not accepted in 30 days.

Above total price includes:

Eng. Insp.	\$ <u>550.00</u>
City Permit	\$ <u>150.00</u>
Under House	\$ <u>0</u>
Drainage	\$ <u>0</u>
Root/Moisture Barrier	\$ <u>0</u>
Concrete Removal/Replace	\$ <u>0</u>
Mud-Jacking/Void fill	\$ <u>7,800.00</u>
Breakouts	\$ <u>5,900.00</u>
Wingwall/Porch Pads	\$ <u>0</u>
Dirt Removal	\$ <u>990.00</u>
Leak Test	\$ <u>290.00</u>



TOTAL = \$63,780.00



Town of Sunnyvale

Prepared By: Sean P. Fox

Summary

DISCUSS AND CONSIDER SECOND READING OF AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCE TO CREATE ARTICLE 8.11 IN CHAPTER 8 OF THE CODE OF ORDINANCES; PROHIBITING A PROPERTY OWNER OR OCCUPANT FROM ALLOWING PROPERTY, RESIDENCES, AND STRUCTURES TO BE USED FOR GATHERINGS WHERE MINORS CONSUME ALCOHOL OR CONTROLLED SUBSTANCES; PROVIDING FOR A PENALTY NOT TO BE LESS THAN \$1,000.00 NOR EXCEED \$2,000.00; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Background

Town Staff was asked to work with concerned SISD parents and residents and to propose an ordinance to address social hosting and underage drinking within the Town.

Taking language and best practices from neighboring communities, the draft ordinance was presented to Council on March 14, 2016. Council directed changes to the minimum and maximum fine allowed, adding language related to trespassing in the presumption and defenses section, and that the draft ordinance be placed on the Town's website and Facebook page.

An updated draft was presented to Council on April 11th but was tabled until April 25th to allow additional questions and comments. At the meeting, Council posed questions regarding the difference between criminal and civil penalties, the overall applicability of social hosting laws pertaining to minors and the definition of real property.

According to research staff conducted, there are several differences between civil and criminal cases, but key differences pertain to who or whom was harmed, the burden of proof and the protection afforded defendants. Civil cases usually involve private disputes between persons or organizations whereas criminal cases involve an action that is considered to be harmful to society as a whole. Civil cases require a lower standard of proof such as "the preponderance of the evidence," whereas criminal case must generally be proved "beyond a reasonable doubt." And finally, the protections afforded to defendants under criminal law are considerable (such as the protection against illegal searches and seizures under the 4th Amendment), whereas many of these well-known protections are not available to a defendant in a civil case.

Currently, 33 states have social hosting statutes pertaining to minors and according to research conducted by staff, the applicability or acceptance of those laws is overwhelmingly favorable. The two articles mentioned by a resident during the Council meeting expressed concerns of

applying social hosting laws and ordinances to adults or minors between the ages of 18 & 21, citing that “courts and legislatures should refuse to extend the rationale of minor cases to permit a cause of action against a private host who serves alcoholic beverages to an adult guest.”

According to the research conducted by staff, the following examples are provided as to how they have defined personal property:

Connecticut - Having possession of, or exercising dominion and control over, any dwelling unit or private property.

Florida - A person having control of any residence.

Alaska - Physically in possession and exercising dominion and control over a dwelling.

Arizona - "Occupant" means a person who has legal possession or the legal right to exclude others from the unlicensed premises.

Arkansas - A person who is present and in control of the private property at the time the consumption occurs.

Illinois - His or her residence, or any other private property under his or her control.

Kansas - Person's residence or any land, building, structure or room owned, occupied or procured by such person to be used.

Maine - A place under that person's control.

Michigan - Within that premises, residence, or other real property.

New Hampshire - Person owns or has control of the occupied structure, dwelling, or curtilage, where a drug or underage alcohol house party is held.

New Jersey - A person who makes real property owned, leased or managed by him available to, or leaves that property in the care of, another person with the purpose that alcoholic beverages will be made available.

Oklahoma - A person's residence, any building, structure, or room owned, occupied, leased or otherwise procured by the person or on any land owned, occupied, leased or otherwise procured by the person, to possess or consume any alcoholic beverage.

Oregon - A person who is present and in control of the location at the time the consumption occurs but does not apply to the owner of rental property, or the agent of an owner of rental property, unless the consumption occurs in the individual unit in which the owner or agent resides.

Rhode Island - His or her residence or on his or her real property.

Tennessee - Any owner, occupant or other person having a lawful right to the exclusive use and enjoyment of property to knowingly allow a person to consume alcoholic beverages, wine or beer on the property.

Washington – “Premises” includes real property, houses, buildings, and other structures, and motor vehicles and watercraft.

Wyoming - The residence or premises by any minor and the person knowingly permitted the residence or premises to be used for that purpose.

At the April 24, 2016 Town Council meeting, Staff was directed to work with attorneys Gordon Foote, Councilmember McNeill, and David Goodhart to address remaining concerns.

Staff Recommendation

Town Staff recommends approval.

Attachments

Proposed Ordinance

ORDINANCE NO. 16-07

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCE TO CREATE ARTICLE 8.11 IN CHAPTER 8 OF THE CODE OF ORDINANCES; PROHIBITING A PROPERTY OWNER OR OCCUPANT FROM ALLOWING PROPERTY, RESIDENCES, AND STRUCTURES TO BE USED FOR GATHERINGS WHERE MINORS CONSUME ALCOHOL OR CONTROLLED SUBSTANCES; PROVIDING FOR A PENALTY NOT TO BE LESS THAN \$1,000.00 NOR EXCEED \$2,000.00; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Sunnyvale (“Town”) is a Texas home rule municipal corporation; and

WHEREAS, the Town has an interest in protecting the minors residing in Sunnyvale; and

WHEREAS, the Town has an interest in protecting the public from the dangers of alcohol consumption and the use of controlled substances by minors;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE:

Section 1. That the above recitals are found to be true and correct, constitute findings and determinations by the Town Council acting in its legislative capacity and are incorporated herein for all purposes.

Section 2. Article 8.11 of the Code of ordinances shall be created to read as follows:

ARTICLE 8.11 -MAINTAINING PROPERTY FOR CONSUMPTION OF ALCOHOL OR USE OF DRUGS BY MINORS

8.1101 - Definitions. For the purposes of this article, the following terms, words, phrases and the derivations thereof shall have the meanings given herein.

Alcoholic beverage shall have the meaning ascribed to it by Section 1.04(1), Texas Alcoholic Beverage Code.

Controlled substance shall have the meaning ascribed to it by Section 481.002(5) of the Texas Controlled Substances Act, Ch. 481, Texas Health & Safety Code.

Minor shall mean a person younger than 21 years of age.

Prohibited underage social gathering shall mean a gathering for primarily social, recreational or entertainment purposes at a property at which (1) one or more minors are in attendance, and (2) one or more minors unlawfully possesses, uses or consumes an alcoholic beverage or controlled substance.

Property shall mean any real property, including any improvements located thereon, within the Town of Sunnyvale, whether owned, leased, rented or used with or without compensation.

When shall not be interpreted strictly to mean an exact time, but shall be interpreted more broadly to include a reasonably defined timeframe such as a weekend or a portion thereof.

8.1102 - Offense.

It shall be unlawful for any person who owns, possesses or controls any property to permit a prohibited underage social gathering to take place at such property if such person knew or reasonably should have known when such prohibited underage social gathering would take place at such property. Only one citation under this article may be issued for each prohibited underage social gathering that occurs in violation of this article, notwithstanding that either (1) the property on which such prohibited underage social gathering occurs is jointly owned, possessed or controlled by more than one person, or (2) more than one minor unlawfully possesses, uses or consumes an alcoholic beverage or controlled substance at such prohibited underage social gathering. It shall not be an offense under this article if all of the minors attending a prohibited underage social gathering are trespassing on the property on which such prohibited underage social gathering occurs.

8.1103 - Presumption and defenses.

A. In the prosecution of an offense under this article, it shall be presumed that a person knew or reasonably should have known when a prohibited underage social gathering would occur on property owned, possessed or controlled by such person if, during any portion of the immediately preceding 12-month period when such property was owned, possessed or controlled by such person, at least two prohibited underage social gatherings have already been responded to by law enforcement at such property and either such law enforcement or the Town provides written notice to such person who owns, possesses, or controls such property setting forth the date and time of such gathering and the minors found to have possessed, used or consumed alcohol or a controlled substance; provided, however, that any such prohibited underage social gathering at which all of the minors in attendance were trespassing on such property shall not be counted for purposes of this subparagraph (A).

B. It is a defense to prosecution of an offense under this article if the possession, use or consumption of alcoholic beverages by a minor was in the visible presence of the minor's adult parent, guardian or spouse, or other adult to whom the minor has been committed by a court, or while in the lawful course and scope of the minor's employment by a licensee or permittee of the Texas Alcoholic Beverage Commission.

C. It is a defense to prosecution of an offense under this article if the person did not know and should not reasonably have known when a prohibited underage social gathering would occur on such person's property.

D. It is a defense to prosecution of an offense under this article if the person used reasonable efforts to stop any minors from unlawfully possessing, using or consuming alcoholic beverages or controlled substances at such person's property once such person became aware that such unlawful possession, use or consumption was occurring.

E. In connection with the interpretation and enforcement of this article, it shall be presumed that all of the minors attending a prohibited underage social gathering are trespassing on the property on which such prohibited underage social gathering occurs if none of such minors are related by blood, marriage or adoption to any person who owns, possesses or controls such property.

8.1104- Penalty.

An offense under this article shall be deemed to be a class C misdemeanor and, upon conviction, is punishable by a fine not less than \$1,000.00 and not more than \$2,000.00 for each offense.

SECTION 3. That all provisions of the Ordinances of the Town of Sunnyvale, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Introduced and read at the Town Council meeting on _____, 2016.

**PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS ____ DAY OF _____,
2016.**

APPROVED:

**By: _____
Jim Phaup, Mayor**

ATTEST:

Leslie Black, Town Secretary

ORDINANCE NO. 16-07

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recreational or entertainment purposes at a property at which (1) one or more minors are in attendance, and (2) one or more minors unlawfully possesses, uses or consumes an alcoholic beverage or controlled substance.

Property shall mean any real property, including any improvements located thereon, within the Town of Sunnyvale, whether owned, leased, rented or used with or without compensation.

When shall not be interpreted strictly to mean an exact time, but shall be interpreted more broadly to include a reasonably defined timeframe such as a week-dayweekend or a portion thereof.

8.1102 - Offense.

It shall be unlawful for any person who owns, possesses or controls any property to permit a prohibited underage social gathering to take place at such property if such person knew ~~or reasonably should have known~~ when such prohibited underage social gathering would take place at such property. Only one citation under this article may be issued for each prohibited underage social gathering that occurs in violation of this article, notwithstanding that either (1) the property on which such prohibited underage social gathering occurs is jointly owned, possessed or controlled by more than one person, or (2) more than one minor unlawfully possesses, uses or consumes an alcoholic beverage or controlled substance at such prohibited underage social gathering. It shall not be an offense under this article if all of the minors attending a prohibited underage social gathering are trespassing on the property on which such prohibited underage social gathering occurs.

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~~B.~~ It is a defense to prosecution of an offense under this article if the possession, use or consumption of alcoholic beverages by a minor was in the visible presence of the minor's adult parent, guardian or spouse, or other adult to whom the minor has been committed by

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a court, or while in the lawful course and scope of the minor's employment by a licensee or permittee of the Texas Alcoholic Beverage Commission.

EB. It is a defense to prosecution of an offense under this article if the person did not know and should not reasonably have known when a prohibited underage social gathering would occur on such person's property.

EC. It is a defense to prosecution of an offense under this article if the person used reasonable efforts to stop any minors from unlawfully possessing, using or consuming alcoholic beverages or controlled substances at such person's property once such person became aware that such unlawful possession, use or consumption was occurring.

ED. In connection with the interpretation and enforcement of this article, it shall be presumed that all of the minors attending a prohibited underage social gathering are trespassing on the property on which such prohibited underage social gathering occurs if none of such minors are related by blood, marriage or adoption to any person who owns, possesses or controls such property.

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SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

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Introduced and read at the Town Council meeting on _____, 2016.

PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS ____ DAY OF _____, 2016.

APPROVED:

By: _____
Jim Phaup, Mayor

ATTEST:

Leslie Black, Town Secretary

