



City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
John Montgomery, Mayor Pro Tem
Shannon Carroll, Councilmember
Clay Brett, Councilmember
Matt Hart, Councilmember

STAFF

David Beach, City Manager
Loren Smith, Olson & Olson, City Attorney
Thelma Gilliam, City Secretary

City Council Meeting Agenda

Notice is hereby given of a meeting of the West University Place City Council to be held on **May 13, 2024**, beginning at **6:00 p.m.** in the **Municipal Building, located at 3800 University Boulevard**, for the purpose of considering the agenda of items listed.

Residents can attend in-person, by telephone, or via Zoom. **Be advised that residents attending via Zoom will have only the ability to listen to the meeting.**

To attend the meeting via telephonic means, please call [346-248-7799](tel:346-248-7799) or you can join a <https://us02web.zoom.us/j/83586640489>. **The Meeting ID Number is 835 8664 0489.** Should you have difficulty entering the meeting or need assistance during the meeting, email westuzoom@westutx.gov.

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

The agenda packet is accessible to the public on the City's website.

Violation of the rules of procedure does not invalidate an action unless a point of order is raised before the end of the next regular meeting.

SPECIAL MEETING (6:00 p.m.)

- 1. Call Meeting to Order**
- 2. Recess Special Meeting and Convene Executive Session**
City Council will recess to (1) deliberate matters related to the Charter Review Commission pursuant to Section 552.074 of the Texas Government Code and (2) to deliberate the purchase, exchange, lease, or value of real property in accordance with Section 551.072 of the Texas Government Code.
- 3. Adjourn/Recess Executive Session and Reconvene Special Meeting**
Matters related to any action resulting from Executive Session deliberations.

If necessary, City Council will recess instead of adjourning and will meet in Executive Session at the end of the regular meeting to continue discussions.

- 4. Adjourn Special Meeting**

REGULAR MEETING (6:30 p.m.)

5. Call Meeting to Order

6. Pledge of Allegiance

7. Public Comments

This is an opportunity for citizens to speak to the Council relating to agenda and non-agenda items. Speakers are required to register in advance and must limit their presentations to three minutes each. If the topic the speaker wishes to address is on the agenda, the speaker may either speak at this time or defer his/her comments until such time the matter is discussed.

8. Public Works Week Proclamation

Matters related to proclaiming May 19 – May 25, as Public Works Week. *Recommended Action: Proclaim May 19 – May 25, 2024, as Public Works Week in the City of West University Place. Mr. Danny Cameron, Public Works Director* [See Agenda Memo 8]

9. EMS Week Proclamation

Matters related to proclaiming May 19 – May 25, as EMS Week. *Recommended Action: Proclaim May 19 – May 25, 2024, as EMS Week, honoring emergency medical professionals of the City of West University Place. Ms. Jennifer Maxwell, Fire Chief* [See Agenda Memo 9]

10. City Flag Redesign Project

Matters related to the proposed redesign of the city flag. *Recommended Action: Discuss and take any desired action. Ms. Bianca Cuccerre, Communications Manager* [See Agenda Memo 10]

11. Buffalo Speedway Esplanades Improvement

Matters related to awarding a contract for the Buffalo Speedway Esplanades Improvement project. *Recommended Action: Award a contract to Landscape Art, Inc., in the amount of \$184,107.10, for improvements to the Buffalo Speedway esplanades and authorize the City Manager to execute the contract. Mr. Danny Cameron, Public Works Director* [See Agenda Memo 11]

12. 2023 Budget Amendment

Matters related to an ordinance amending the 2023 Year-End Budget. *Recommended Action: Adopt ordinance approving the proposed amendments to the 2023 Budget on the first and final reading. Ms. Marie Kalka, Finance Director* [See Agenda Memo 12]

13. Consent Agenda

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

A. City Council Meeting Minutes

Matters related to approving the City Council Minutes of April 22, 2024. *Recommended Action: Approve Minutes of April 22, 2024. Ms. Thelma Gilliam, City Secretary* [See Agenda Memo 13A]

B. Software Support and Maintenance

Matters related to approving a contract extension with Harris Systems, USA, Inc., for software support and maintenance for a period of one year in the amount of \$91,331.72. *Recommended Action: Approve the contract extension with Harris Systems, U.S.A., Inc., for a period of one year in the amount of \$91,331.72 and authorize the City Manager to execute the contract. Mr. Russell Brown, IT Director* [see Agenda Memo 13B]

C. February 2024 Monthly Financial Report

Matters related to the February 2024 Monthly Financial Report. *Recommended Action: Receive the City's February 2024 Monthly Financial Report. Ms. Marie Kalka, Finance Director* [see Agenda Memo 13C]

D. Memorial Hermann Mobile Stroke Unit

Matters related to an agreement with Memorial Hermann Health System for use of the Mobile Stroke Unit. *Recommended Action: Approve the agreement with Memorial Hermann for use of the Mobile Stroke Unit and authorize the City Manager to execute the agreement. Ms. Jennifer Maxwell, Fire Chief* [See Agenda Memo 13D]

14. Reconvene Executive Session (if necessary)

City Council will recess to (1) deliberate matters related to the Charter Review Commission pursuant to Section 552.074 of the Texas Government Code and (2) to deliberate the purchase, exchange, lease, or value of real property in accordance with Section 551.072 of the Texas Government Code.

15. Adjourn Executive Session and Reconvene Regular Meeting

Matters related to any action resulting from Executive Session deliberations.

16. Adjourn Regular Meeting

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

I certify that this notice and agenda of items to be considered by the West University Place City Council on May 13, 2024, was posted on the Municipal Building bulletin board on May 10, 2024, at approximately 11:00 a.m.

(SEAL) Thelma A. Gilliam
Thelma A. Gilliam, City Secretary



AGENDA MEMO

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

Meeting Date	05.13.2024	Agenda Item	8
Approved by City Manager	N/A	Presenter(s)	D. Cameron, Director
Reviewed by City Attorney	N/A	Department	Public Works
Subject	Public Works Week Proclamation		
Attachments	Proclamation		
Financial Information	Expenditure Required:	None	
	Amount Budgeted:	None	
	Account Number:	None	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

The week of May 19 through May 25, 2024, Public Works Week, is to recognize the importance of public works professionals in maintaining a healthy and vibrant community.

Public works professionals focus on those items that many of us take for granted - sidewalks are walkable, streets are drivable, water turns on, trash gets collected and the many other services provided and used daily by our residents.

Public Works Week is a time to recognize employees who ensure our community remains one of the best in the country.

Recommended Action

Staff recommends that Council proclaim the week of May 19 – 25, 2024, as Public Works Week in the City of West University Place.



Proclamation

National Public Works Week

May 19–May 25, 2024

"Advancing Quality of Life For All"

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of West University Place; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in West University Place to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in our community; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

BE IT NOW RESOLVED THAT, I, Susan Sample, Mayor, do hereby designate the week May 19–25, 2024, as National Public Works Week in West U and urge all citizens to join in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

In Witness Whereof, I have hereunto set my hand and caused this seal to be affixed on May 13, 2024.

Susan V. Sample, Mayor



AGENDA MEMO

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

Meeting Date	05.13.2024	Agenda Item	9
Approved by City Manager	Yes	Presenter(s)	J. Maxwell, Chief
Reviewed by City Attorney	N/A	Department	Fire Department
Subject	EMS Week Proclamation		
Attachments	1. Presentation 2. EMS Week Proclamation		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:	N/A	
	Additional Appropriation Required:	N/A	
	Additional Account Number:	N/A	

Executive Summary

May 19-25 marks the 50th anniversary of National EMS Week. It's a time to show gratitude toward EMTs and paramedics who provide lifesaving care across the nation every day. EMS Week is also a time to educate the public about EMS, and the essential service EMS provides to communities.

The National Association of Emergency Medical Technicians (NAEMT) partners with the American College of Emergency Physicians (ACEP) on EMS Week to encourage the nationwide recognition of EMS Week and contributions of EMS professionals.

This year's theme is "Honoring Our Past, Forging Our Future."

Recommended Action

Staff recommends that City Council proclaim the week of May 19-25, 2024, as EMS Week, honoring emergency medical professionals of the City of West University Place.



WEST UNIVERSITY PLACE FIRE DEPARTMENT
2024 EMS Week Proclamation

Our History...



Our History...



Our History...





American Heart Association.
Mission:Lifeline®
EMS

2023 Mission: Lifeline® EMS Recognition

The American Heart Association proudly recognizes

West University Place Fire Department HOUSTON, TX

Mission: Lifeline® - EMS - SILVER with Target: Heart Attack Honor
Roll

Achievement Award - EMS Agency

Nancy Brown
Chief Executive Officer
American Heart Association

Michelle A. Albert, MD, MPH, FACC, FAHA
President
American Heart Association

*For more information, please visit [Heart.org/MissionLifeline](https://www.heart.org/MissionLifeline)



American
Heart
Association.

2023
Mission:
Lifeline®

SILVER

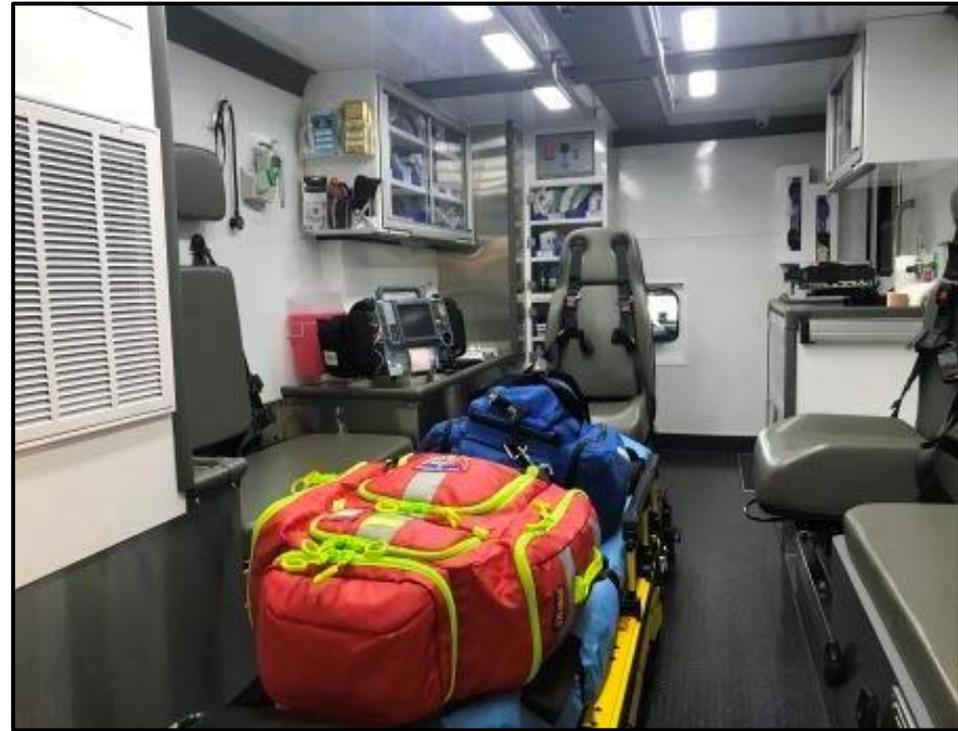
TARGET: HEART ATTACK HONOR ROLL

EMS



Operation Facts

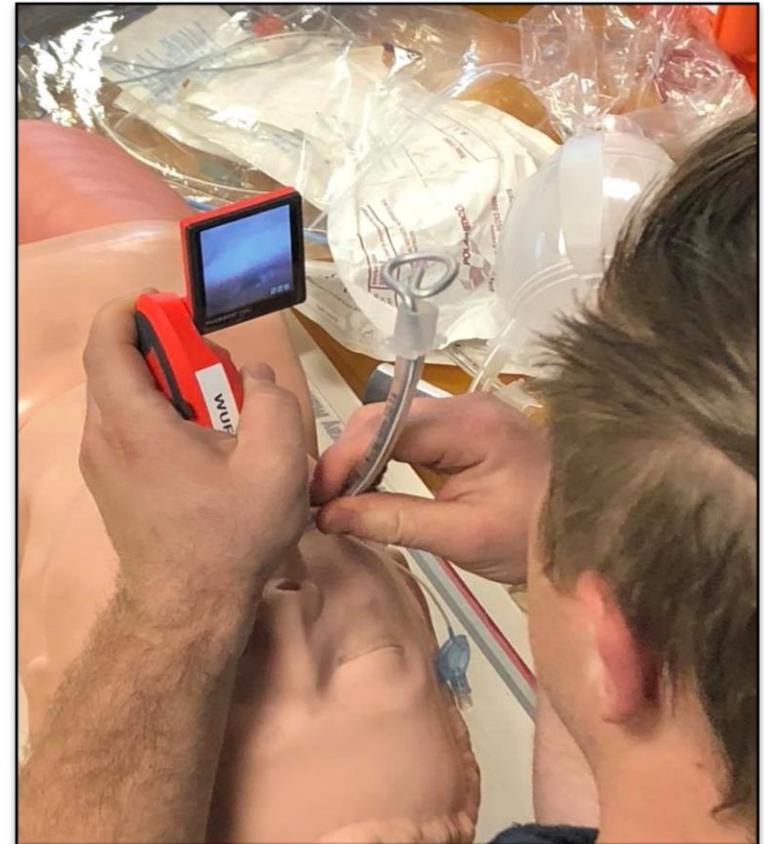
- 1700 Incidents per year
- 896 -2023 EMS responses
- Includes services for Southside Place
- Mutual Aid to Bellaire





Operations – EMS Response

- Any type of emergency medical response
 - Cardiac Arrest
 - Respiratory Emergencies
 - Possible Strokes
 - Traumatic Injury
- Public assist
 - Lift assist
 - Welfare checks



50TH ANNIVERSARY



EMS WEEK

May 19-25, 2024

**HONORING OUR PAST.
FORGING OUR FUTURE.**

WEST UNIVERSITY PLACE FIRE DEPARTMENT

2024 EMS Week



Proclamation

Emergency Medical Services Week

May 19– May 25, 2024

"Honoring our Past. Forging our Future."

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

THEREFORE, Susan Sample, Mayor, do hereby designate the week May 19–25, 2024, as **EMERGENCY MEDICAL SERVICES WEEK** in West University Place and I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

In Witness Whereof, I have hereunto set my hand and caused this seal to be affixed on May 13, 2024.

Susan V. Sample, Mayor



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

Meeting Date	05.13.2024	Agenda Item	10
Approved by City Manager	Yes	Presenter(s)	B. Cuccerre, Manager
Reviewed by City Attorney	N/A	Department	Communications
Subject	City Flag Redesign Project		
Attachments	Proposed Flag Design		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

As part of the West University Place Centennial Celebration, staff and City Council recognized an opportunity to update the design of the city flag.

During the City Council Meeting on February 26, staff presented the first draft of flag designs for City Council’s consideration. Four different design options, each with three color palettes, were presented. During the presentation, staff received feedback to incorporate the full logo (interlocking houses) in the design and to explore the use of a darker shade of green than what was presented.

During the City Council Meeting on March 18, to ensure the future concepts aligned with the vision of council, staff requested that council designate two of its members to work with staff and the consultant to develop a draft final concept to bring back for review.

Tonight, staff is presenting the proposed final concept for City Council’s consideration.

Recommended Action

Staff recommends that City Council discuss and take any desired action.

Proposed Final Design





AGENDA MEMO

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

Meeting Date	5.13.2024	Agenda Item	11
Approved by City Manager	Yes	Presenter(s)	D. Cameron, Director
Reviewed by City Attorney	Yes	Department	Public Works Department
Subject	Buffalo Speedway Esplanades Improvement		
Attachments	1. Bid Award Recommendation Letter (includes Bid Tab) 2. Contract		
Financial Information	Expenditure Required:	\$184,107.10	
	Amount Budgeted:	None	
	Account Number:	325-7000-85002	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

The Buffalo Speedway Esplanades Improvement Project aims to enhance the aesthetics and functionality of the esplanades at both entrances to the city along Buffalo Speedway. Buffalo Speedway serves as a prominent gateway to the city, welcoming both residents and visitors. The proposed improvements will revitalize the esplanades with the installation of landscaping, pavers, and planters.

After a thorough evaluation process, Landscape Art, Inc., emerged as the lowest qualified bidder for the project. Their expertise, competitive pricing, and commitment to quality make them the ideal candidate for this undertaking.

If at this meeting the bid is awarded to Landscape Art, Inc., the Notice to Proceed will be issued within the first two weeks of June, which would estimate the substantial completion in September 2024. This schedule is due to the lead time required on the custom planters. The contractor will have the preliminary work completed so that when the planters are received, they can be installed to finalize the project.

Recommended Action

Staff recommends that City Council award a contract to Landscape Art, Inc., in the amount of \$184,107.10 for improvements to the Buffalo Speedway esplanades and authorize the City Manager to execute the contract.

CLARK CONDON

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025

phone 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

May 2, 2024

Danny Cameron
Public Works Director
City of West University Place
3826 Amherst St.
West University Place, TX 77005

**RE: Buffalo Speedway Median Improvements
CCA Project No. 123-109**

Dear Danny,

Three bids were received for the construction of Buffalo Speedway Median Improvements. Landscape Art, Inc. submitted a low qualified bid of \$184,107.10. Please find enclosed a copy of the bid tab dated April 25, 2024.

It is our recommendation that Landscape Art, Inc., with a bid of \$184,107.10 be awarded the contract and authorized to perform this work. Should you have any questions, please contact me.

Sincerely,



Elizabeth Gilbert, PLA

ITEM NO.	ITEM	UNIT	QTY.	LANDSCAPE ART, INC.		B&D CONTRACTORS, INC.		C.E. BARKER, LTD.	
				UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
General									
1	Mobilization	LS	1	\$5,765.00	\$5,765.00	\$8,475.00	\$8,475.00	\$35,000.00	\$35,000.00
2	Traffic Control	LS	1	\$9,728.00	\$9,728.00	\$8,729.00	\$8,729.00	\$15,000.00	\$15,000.00
3	Payment, Performance, and Maintenance Bonds	LS	1	\$4,888.00	\$4,888.00	\$11,865.00	\$11,865.00	\$15,000.00	\$15,000.00
4	60 Day Landscape Maintenance	LS	1	\$1,062.00	<u>\$1,062.00</u>	\$4,068.00	<u>\$4,068.00</u>	\$10,000.00	<u>\$10,000.00</u>
Total General					\$21,443.00		\$33,137.00		\$75,000.00
Demolition									
5	Saw Cut & Remove Concrete Subbase for Irrigation Bore	LS	1	\$2,370.00	\$2,370.00	\$1,220.40	\$1,220.40	\$15,000.00	\$15,000.00
6	Tree Protection	LS	3	\$250.00	\$750.00	\$864.45	\$2,593.35	\$1,500.00	\$4,500.00
7	Demolition	LS	1	\$3,258.00	<u>\$3,258.00</u>	\$4,152.75	<u>\$4,152.75</u>	\$15,000.00	<u>\$15,000.00</u>
Total Demolition					\$6,378.00		\$7,966.50		\$34,500.00
Hardscape									
8	Concrete Pavers	SF	1,550	\$18.75	\$29,062.50	\$41.79	\$64,774.50	\$40.00	\$62,000.00
9	1.5" Weep Hole Concrete Core Drilled	EA	36	\$113.00	\$4,068.00	\$110.18	\$3,966.48	\$65.00	\$2,340.00
10	Concrete Flatwork	SF	20	\$119.00	\$2,380.00	\$67.80	\$1,356.00	\$260.00	\$5,200.00
11	Custom Corten Steel Planters (6 Total Planters: 4 City Logos), Complete and in Place	LS	1	\$91,223.00	\$91,223.00	\$147,105.66	\$147,105.66	\$68,000.00	\$68,000.00
12	Planting Drainage Gravel and Filter Fabric	CY	11	\$341.10	\$3,752.10	\$694.95	\$7,644.45	\$1,200.00	\$13,200.00
13	4" Perforated PVC Pipe with Filter Sock	LF	325	\$20.15	\$6,548.75	\$45.77	\$14,875.25	\$30.00	\$9,750.00
14	2" Solid Drainage Pipe (Planter Outfall)	LF	9	\$12.00	\$108.00	\$33.90	\$305.10	\$30.00	\$270.00
15	1" Solid Drainage Pipe	LF	185	\$11.00	<u>\$2,035.00</u>	\$10.17	<u>\$1,881.45</u>	\$30.00	<u>\$5,550.00</u>
Total Hardscape					\$139,177.35		\$241,908.89		\$166,310.00

ITEM NO.	ITEM	UNIT	QTY.	LANDSCAPE ART, INC.		B&D CONTRACTORS, INC.		C.E. BARKER, LTD.	
				UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
Softscape									
16	White Cloud Muhly Grass- 3 gal.	EA	19	\$24.60	\$467.40	\$55.60	\$1,056.40	\$650.00	\$12,350.00
17	Big Blue Lilyturf - 3 gal.	EA	37	\$21.00	\$777.00	\$49.58	\$1,834.46	\$80.00	\$2,960.00
18	Purple Trailing Lantana - 2 gal.	EA	37	\$24.60	\$910.20	\$48.99	\$1,812.63	\$80.00	\$2,960.00
19	Pink Skullcap - 1 gal.	EA	64	\$11.60	\$742.40	\$20.09	\$1,285.76	\$80.00	\$5,120.00
20	Silver Ponyfoot - 1 gal.	EA	106	\$14.70	\$1,558.20	\$20.09	\$2,129.54	\$80.00	\$8,480.00
21	Supplemental Planting (25 Silver Ponyfoot 1 gal. in Each Planter)	EA	150	\$14.70	\$2,205.00	\$20.09	\$3,013.50	\$80.00	\$12,000.00
22	Planting Backfill Mix	CY	43	\$81.30	\$3,495.90	\$176.28	\$7,580.04	\$260.00	\$11,180.00
23	Irrigation System, Complete and Operational (2 Locations, Including Bores & Taps)	LS	1	\$6,599.00	\$6,599.00	\$46,358.25	\$46,358.25	\$35,000.00	\$35,000.00
24	Fine Grade and Sod Disturbed Areas	SF	200	\$1.77	\$354.00	\$3.39	\$678.00	\$6.00	\$1,200.00
Total Softscape					\$17,109.10		\$65,748.58		\$91,250.00
TOTAL BASE BID					\$184,107.45		\$348,760.97		\$367,060.00
10% Design Contingency									
10% Construction Contingency									
TOTAL CONSTRUCTION COST									



City of
West University
Place

GENERAL SERVICES CONTRACT
Rev. 12/12/2023

This General Services Contract (Contract) is made between the City of West University Place, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Special Terms and Conditions
- V. Additional Contract Documents

I. Summary of Contract Terms.

Contractor: Landscape Art, Inc.

Description of Services: Buffalo Speedway Median Improvements

Annual/Base Services: \$184,107.45

Additional Work in addition to Base Services: **with written agreement only.**

Effective Date: 05/13/2024

Termination Date: 10/13/2024

Renewal: **As per written agreement only**

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

CITY OF WEST UNIVERSITY PLACE: *

CONTRACTOR: Landscape Art, Inc.

By: _____

By: Rebecca Dubiski

Title: _____

Title: President

Date: _____

Date: 5/2/2024

- _____ Council Approved on ____/____/____
- _____ City Manager
- _____ Department Head
- _____ Division Head

*Contract Signature Authority: Division Head & Managers - \$6,999 or less
 Directors - \$7,000 to \$24,999
 City Manager - \$25,000 to \$49,999
 Over \$50,000 – City Manager With City Council Authorization

Attest: City Secretary

III. *Standard Contractual Provisions.*

A. Definitions.

Contract means this General Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience.* The City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving thirty (30) days written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 10 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

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

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

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

F. Law Governing and Venue. **This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.**

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

IV. *Special Terms or Conditions.*

- A. State Disclosure Requirements. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.
- B. Other State Requirements. The Contractor hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Chapter 2264 (undocumented workers), Chapter 2270 (boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association).

V. *Additional Contract Documents.* The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with Sections III or IV of this General Services Contract, does not apply to this contract.

A. Contractor's Additional Contract Documents:

1. [bid documents]

B. City's Additional Contract Documents:

1. [required insurance]

END OF DOCUMENT

Clark Condon
March 2024

Buffalo Speedway Median Improvements
For Bid

III. BID FORM

To: **City of West University Place**
3800 University Boulevard
West University Place, TX 77005

Work: **Buffalo Speedway Median Improvements including: Installation of pavers, custom metal planters, irrigation, and planting.**

Name of Bidder (Company Name):

Landscape Art, Inc.

Address:

2303 Dickinson Avenue, League City, TX 77573

Telephone:

(281) 309-0500

Email:

rebecca@landscapeartinc.com

The undersigned bidder has carefully examined the CONTRACT DOCUMENTS for the work described above and the site of the Work and will provide at its own cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, maintenance, and other accessories and services necessary to complete the Work upon which it bids, as provided by the CONTRACT DOCUMENTS, and binds itself on acceptance of its bid to enter into the Contract on the terms proposed by Owner for performing and completing the Work within the Contract Time, for the following prices.

The Contract time for Landscape Improvements: Contractor shall be substantially complete with all work by:
120 calendar days from Notice to Proceed.

GRAND TOTAL LUMP SUM BID: \$184,107.45

One Hundred Eighty Four Thousand, One Hundred Seven and 45/100
(bid amount written)

All Bidders shall provide unit prices for all items included in the work. In the event a greater or lesser amount of work is done, the following unit prices will apply. Unit prices cover the cost of work and materials complete in place, including materials, equipment, labor, installation, delivery, taxes, overhead, profit, maintenance, and guarantee required to render complete.

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QTY.</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
General					
1	Mobilization	LS	1	5,765.00	5,765.00
2	Traffic Control	LS	1	9,728.00	9,728.00
3	Payment, Performance, and Maintenance Bonds	LS	1	4,888.00	4,888.00
4	60 Day Landscape Maintenance	LS	1	1,062.00	1,062.00
Total General					<u>21,443.00</u>
Demolition					
5	Saw Cut & Remove Concrete Subbase for Irrigation Bore	LS	1	2,370.00	2,370.00
6	Tree Protection	LS	3	250.00	750.00
7	Demolition	LS	1	3,258.00	3,258.00
Total Demolition					<u>6,378.00</u>
Hardscape					
8	Concrete Pavers	SF	1,550	18.75	29,062.50
9	1.5" Weep Hole Concrete Core Drilled	EA	36	113.00	4,068.00
10	Concrete Flatwork	SF	20	119.00	2,380.00
11	Custom Corten Steel Planters (6 Total Planters: 4 City Logos), Complete and in Place	LS	1	91,223.00	91,223.00
12	Planting Drainage Gravel and Filter Fabric	CY	11	341.10	3,752.10
13	4" Perforated PVC Pipe with Filter Sock	LF	325	20.15	6,548.75
14	2" Solid Drainage Pipe (Planter Outfall)	LF	9	12.00	108.00
15	1" Solid Drainage Pipe	LF	185	11.00	2,035.00
Total Hardscape					<u>139,177.35</u>
Softscape					
16	White Cloud Muhly Grass- 3 gal.	EA	19	24.60	467.40
17	Big Blue Lilyturf - 3 gal.	EA	37	21.00	777.00
18	Purple Trailing Lantana - 2 gal.	EA	37	24.60	910.20
19	Pink Skullcap - 1 gal.	EA	64	11.60	742.40
20	Silver Ponyfoot - 1 gal.	EA	106	14.70	1,558.20
21	Supplemental Planting (25 Silver Ponyfoot 1 gal. in Each Planter)	EA	150	14.70	2,205.00
22	Planting Backfill Mix	CY	43	81.30	3,495.90
23	Irrigation System, Complete and Operational (2 Locations, Including Bores & Taps)	LS	1	6,599.00	6,599.00
24	Fine Grade and Sod Disturbed Areas	SF	200	1.77	354.00
Total Softscape					<u>17,109.10</u>
TOTAL BASE BID					<u><u>184,107.45</u></u>

Clark Condon
March 2024

Buffalo Speedway Median Improvements
For Bid

Bidder acknowledges receipt of the following addenda:

Addenda Number and Date: #1 - April 8th 2024

Signature and Title of Bidder:  President

Name of Bidder Printed or Typed: Rebecca Dubiski

Date: 04-25-2024

Surety Company: Merchants Bonding Company

State of Incorporation: Texas

Local Agent: USI Insurance Services - Kelly Coleman

Agent's Telephone: (832) 702-8335

Insurance Carrier: Carroll Insurance

State of Incorporation: Texas

Local Agent: Jason Knecht

Agent's Telephone: (281) 656-3000

Proposed Sub-Contractors:

Company Name and Type of Work:

Gulf Coast Pavers - Paver installation

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Cheryl R. Colson**

Surety Bond #: Bid Bond
Principal: Landscape Art, Inc.
Obligee: The City of West University

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

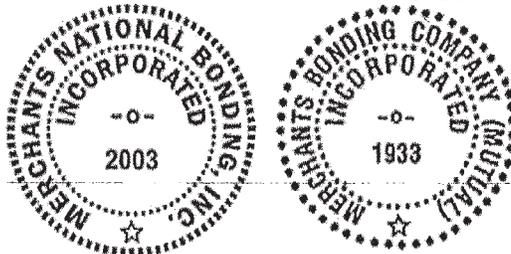
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of April, 2024.

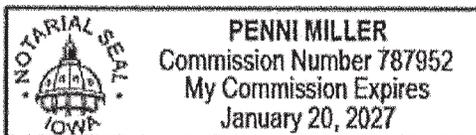


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of April, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

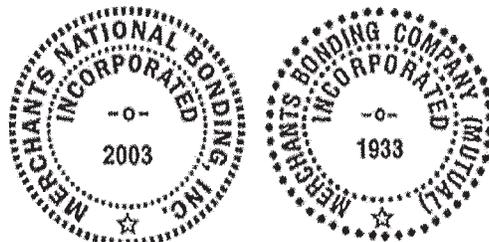


Penni Miller
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of April, 2024.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) · P.O. BOX 14498 · DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 · FAX: (515) 243-3854

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)
Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

USi Insurance Services
Call: (832) 702-8350
Mail: 480 Wildwood Forest Drive, Ste. 760, Spring, Texas 77380

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)
Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498, Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1760483128300
Approval Date: July 22, 2021
Scheduled Expiration Date: July 31, 2024

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

Landscape Art, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **July 22, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into the City of Houston's program, you must immediately (within 30 days of such changes) notify the City of Houston's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the City of Houston's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



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

Meeting Date	05.13.24	Agenda Item	12
Approved by City Manager	Yes	Presenter(s)	Marie Kalka, Director
Reviewed by City Attorney	Yes	Department	Finance
Subject	2023 Budget Amendment		
Attachments	Ordinance with Exhibit A		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

As part of the annual budget process, each department develops its operating budget for the coming year, as well as reviews its revenues and expenditures for the current operating period and provides a revised estimate for the remainder of the year.

During the auditing process, staff noted that several funds were under budgeted and to ensure compliance with the City’s financial policy, the following amendments are requested:

General Fund

Original Anticipated Revenue \$22,922,083; Amended Revenue \$27,074,459
 Original Appropriations \$25,001,239.42; Amended Appropriations \$25,284,239.42

The following revenues are being amended:

- Centennial Celebration
 - The revenue and expenses for the Centennial Celebration are being moved from the General Fund to a Special Revenue Fund, which allows funding for a multi-year event.
- Increase Revenue from Aquatic Classes
 - Typically, the city’s aquatic programs change based on demand and in 2023, the demand exceeded the scheduled programming. The increase in fees cover the increased expenditures associated with additional classes, resulting in net positive revenue to the city.
 - Based on projected revenue, the City used some of these funds to cover costs associated with the replacement of the Colonial Park Deck in 2023.
- American Rescue Plan Act (ARPA)
 - To maintain transparency, the budget is being amended to reflect the use of ARPA funds towards general government services.

The following expenditures are being amended:

- Increased instructor fees
 - Due to increased demand for recreational programming, the budget is being amended to reflect the increase in associated costs. Please note – these expenditures are covered by the increase in revenue.
- Parks Maintenance Improvements-

Additional programming revenue was used to cover these projects. Budget amendments required to reflect these expenditures.

 - Colonial Park Deck replacements:
 - Due to the condition of the Byron St. deck, it was moved up for replacement in 2023. In addition, the Case deck and artificial turf had been budgeted in 2022 but not completed until 2023.
 - Edloe St. improvements:
 - Additional improvements to the Edloe St. Pathway including fence panels and vines were included in 2023 rather than deferring until 2024.
 - Landscaping improvements:
 - Citywide landscaping improvements to replace vegetation that did not re-establish after the freeze and drought were completed in 2023 rather than deferring until 2024.
- Centennial Fund
 - Moving Centennial expenses to a special revenue fund required an accounting adjustment to expenditures.

Debt Service Fund

Original Anticipated Revenue \$6,920,639; Amended Revenue \$8,675,810
Original Appropriations \$8,781,336; Amended Appropriations \$8,781,336

Revenue budget amended to budget for the transfer from the 2022 General CO Fund and 2022 Water/Sewer CO Fund for capitalized interest paid in 2023.

Water & Sewer Fund

Original Anticipated Revenue \$8,836,000; Amended Revenue \$9,203,000
Original Appropriations \$8,008,400; Amended Appropriations \$8,375,400

Expenditures exceeded budgeted appropriations due to the purchase of water from the City of Houston. Costs were covered from water service fee revenue that came in higher than budgeted.

Solid Waste Management Fund

Original Anticipated Revenue \$1,914,500; Amended Revenue \$1,927,900
Original Appropriations \$1,945,450; Amended Appropriations \$1,974,150

Expenditures exceed budgeted appropriations due to recycling market shifting and the city having to pay for the disposal of recyclable materials not budgeted, as well as for bad debt expenses that were

slightly over budget. Costs were partially covered by earnings on investments and the remaining costs will be covered by available fund balance.

2022 General CO Fund

Original Appropriations for Transfer to Debt Service Fund \$0; Amended Appropriations \$926,730

Expenditures exceeded appropriations due to the transfer of a portion of the 2022 debt proceeds for capitalized interest to the Debt Service Fund for the 2023 debt payment, which included capitalized interest. Costs were covered by proceeds from the 2022 debt issuance in fund balance.

2022 Water/Sewer CO Fund

Original Anticipated Revenue \$0; Amended Revenue \$34,900

Original Appropriations for Transfer to Debt Service Fund \$0; Amended Appropriations \$828,441

Original Appropriations for Water Well #9 \$422,866; Amended Appropriations \$457,766

Expenditures exceeded appropriations due to the transfer of a portion of the 2022 debt proceeds for capitalized interest to the Debt Service Fund for the 2023 debt payment, which included capitalized interest. Costs were covered by proceeds from the 2022 debt issuance in fund balance. In addition, \$34,900 in additional funds were needed for the water well #9 improvement project. The additional funds needed were covered by earnings on investments.

Police Fed Forfeited Property Fund

Original Anticipated Revenue \$200; Amended Revenue \$300

Original Appropriations \$13,132; Amended Appropriations \$13,232

Additional funds were needed for the purchase of armor shields. Costs were covered by Federal forfeiture funds received by the city.

Fire Special Revenue Fund

Original Anticipated Revenue \$300; Amended Revenue \$4,600

Original Appropriations \$0; Amended Appropriations \$4,300

Expenditures exceeded appropriations due to the purchase of EMS supplies. Costs were covered by SETRAC state grant funds received by the city.

Opioid Settlement Fund

Original Anticipated Revenue \$0; Amended Revenue \$11,400

Original Appropriations \$0; Amended Appropriations \$0

Budget and fund established for the receipt of opioid settlement funds.

Centennial Celebration Fund

Original Anticipated Revenue \$0; Amended Revenue \$85,000

Original Appropriations \$0; Amended Appropriations \$85,000

Budget and fund established for the transfer of the centennial celebration funds from the general fund to the centennial celebration fund. Costs were covered by West U resident donations and general fund support of the centennial celebration events.

Recommended Action

Staff recommends that City Council adopt the ordinance approving the proposed amendments to the 2023 budget on first and final reading.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023; CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY

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

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

Section 1. That the budget of the City of West University Place for the 12-month period beginning January 1, 2023, and ending December 31, 2023 as heretofore adopted be, and it is hereby, amended as shown in Exhibit A attached.

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

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

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

Section 5. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this ordinance was discussed, considered, or acted upon was given in the manner required by the Open Meetings Act, Chapter 551, Texas Local Government Code, as amended, and

that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

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

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

PASSED, APPROVED AND ADOPTED ON FIRST AND FINAL READING on the 13th day of May, 2024.

SIGNED:

ATTEST:

Susan Sample, Mayor

Thelma Gilliam, City Secretary

RECOMMENDED:

REVIEWED:

Dave Beach, City Manager

Olson & Olson, LLP, City Attorney
By Scott Bounds

Exhibit A			
CITY OF WEST UNIVERSITY PLACE, TEXAS			
BUDGET AMENDMENT			
	2023 Budget	Amendment May 13, 2024	Amended Budget
<u>GENERAL FUND-Revenue</u>			
Taxes	16,381,103.00	-	16,381,103.00
Permits, Licenses and Fees	833,500.00	-	833,500.00
Charges for Services	3,038,940.00	303,000.00	3,341,940.00
Fines and Forfeitures	207,500.00	-	207,500.00
Other Revenue	724,240.00	3,849,376.00	4,573,616.00
Transfers In	1,736,800.00	-	1,736,800.00
TOTAL GENERAL FUND REVENUE	22,922,083.00	4,152,376.00	27,074,459.00
<u>GENERAL FUND-Appropriation</u>			
Administration	1,895,350.00	(85,000.00)	1,810,350.00
Finance	2,083,350.00	-	2,083,350.00
Police	6,036,100.00	-	6,036,100.00
Fire	4,128,600.00	-	4,128,600.00
Public Works	3,917,243.60	-	3,917,243.60
Parks & Recreation	4,650,595.82	303,000.00	4,953,595.82
Transfers Out	2,290,000.00	65,000.00	2,355,000.00
TOTAL GENERAL FUND EXPENDITURES	25,001,239.42	283,000.00	25,284,239.42
<u>DEBT SERVICE FUND</u>			
Total Revenue	6,920,639.00	1,755,171.00	8,675,810.00
Total Appropriations	8,781,336.00	-	8,781,336.00
<u>WATER & SEWER FUND</u>			
Total Revenue	8,836,000.00	367,000.00	9,203,000.00
Total Appropriations	8,008,400.00	367,000.00	8,375,400.00
<u>SOLID WASTE MANAGEMENT FUND</u>			
Total Revenue	1,914,500.00	13,400.00	1,927,900.00
Total Appropriations	1,945,450.00	28,700.00	1,974,150.00
NOTE: \$15,300 shortfall is covered with available fund balance			
<u>2022 GENERAL CO FUND</u>			
<u>Appropriation</u>			
Transfer to Debt Service Fund	-	926,730.00	926,730.00
NOTE: Fund balance from 2022 bond proceeds available for capitalized interest payment			
<u>2022 WATER/SEWER CO FUND</u>			
<u>Revenue</u>			
Earnings on Investments	-	34,900.00	34,900.00
<u>Appropriation</u>			
Water Well #9 Improvements	422,866.00	34,900.00	457,766.00
Transfer to Debt Service Fund	-	828,441.00	828,441.00
NOTE: Fund balance from 2022 bond proceeds available for capitalized interest payment			
<u>POLICE FED FORFEITED PROPERTY FUND</u>			
Total Revenue	200.00	100.00	300.00
Total Appropriations	13,132.00	100.00	13,232.00
<u>FIRE SPECIAL REVENUE FUND</u>			
Total Revenue	300.00	4,300.00	4,600.00
Total Appropriations	-	4,300.00	4,300.00
<u>OPIOID SETTLEMENT FUND</u>			
Total Revenue	-	11,400.00	11,400.00
Total Appropriations	-	-	-
<u>CENTENNIAL CELEBRATION FUND</u>			
Total Revenue	-	85,000.00	85,000.00
Total Appropriations	-	85,000.00	85,000.00



AGENDA MEMO

Business of the Employee Benefits Trust
City of West University Place, Texas

Meeting Date	05.13.2024	Agenda Item	13A
Approved by City Manager	N/A	Presenter(s)	T. Gilliam, City Secretary
Reviewed by City Attorney	N/A	Department	Administration
Subject	City Council Minutes		
Attachments	Minutes		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:	N/A	
	Additional Appropriation Required:	N/A	
	Additional Account Number:	N/A	

Executive Summary

Attached are the Minutes of the City Council meeting of April 22, 2024.

Recommended Action

Staff recommends that City Council approve the Minutes of April 22, 2024.



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
John Montgomery, Mayor Pro Tem
Shannon Carroll, Councilmember
Clay Brett, Councilmember
Matt Hart, Councilmember

STAFF

David J. Beach, City Manager
Scott Bounds, Olson and Olson, City Attorney
Thelma Gilliam, City Secretary

CITY COUNCIL MEETING MINUTES

The City Council of the City of West University Place, Texas, met on **Monday, April 22, 2024**, at **6:00 p.m.**, in the Municipal Building at 3800 University Boulevard, for the purpose of considering the agenda of items listed. The meeting was held in person and the public was able to listen in via Zoom.

Audio of this meeting in its entirety is temporarily on the City's website. If the audio is no longer on the website, you can obtain a copy, and any presentation, from the City Secretary's office.

SPECIAL MEETING (6:00 PM)

1. Call Special Meeting to Order

Mayor Sample called the special meeting to order at 6:00 p.m. In attendance were Mayor Pro Tem Montgomery and Councilmembers Brett, Carroll, and Hart. Staff attending were City Manager Beach, Assistant to the City Manager Bishop, and City Attorney Smith. City Secretary Gilliam was absent.

2. Recess Special Meeting and Convene Executive Session

City Council will recess to: (1) deliberate the purchase, exchange, lease, or value of real property in accordance with Section 551.072 of the Texas Government Code, and (2) receive legal updates from the City Attorney regarding Franklin and Park lawsuits pursuant to Section 551.071 of the Texas Government Code, and (3) Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee as permitted by Section 552.074 of the Texas Government Code: Assistant Prosecutor.

At 6:00 p.m., Mayor Sample recessed the special meeting and convened an executive session per Sections 551.071, 551.072, and 552.074 of the Texas Government Code.

3. Adjourn Executive Session and Reconvene Special Meeting

Matters related to any action resulting from Executive Session deliberations.

With no action taken, Mayor Sample **recessed** the Executive Session and Reconvened the special meeting.

4. Adjourn Special Meeting

Councilmember Hart requested to recess the special meeting and not adjourn to be able to reconvene for more discussion after the regular meeting.

At 6:39 p.m., Mayor Sample **recessed** the special meeting.

REGULAR MEETING (6:30 p.m.)

5. Call Meeting to Order

Mayor Sample called the regular meeting to order at 6:39 p.m. Councilmembers in attendance were Mayor Pro Tem Montgomery and Councilmembers Brett, Carroll, and Hart. Staff in attendance were City Manager Beach, City Attorney Smith, Assistant to the City Manager Bishop, and staff. City Secretary Gilliam was absent.

6. Pledge of Allegiance – Councilmember Hart led the Pledge.

7. Public Comments

This is an opportunity for citizens to speak to the Council relating to agenda and non-agenda items. Speakers are required to register in advance and must limit their presentations to three minutes each. If the topic the speaker wishes to address is on the agenda, the speaker may either speak at this time or defer his/her comments until such time the item is discussed.

Ann Zhu, 5422 Buffalo Speedway, spoke regarding PFAS.

8. Public Service Recognition Week

Matters related to proclaiming May 5 – May 11 as National Public Service Week. *Recommended Action: Proclaim May 5 – May 11, as National Public Service Week in the City of West University Place. Mr. James Urban, Human Resources Director*

HR Director Urban presented and read the Mayoral proclamation designating May 5 – May 11, 2024, National Public Service Week in West University Place.

9. Water Safety Month

Matters related to proclaiming the month of May 2024 as Water Safety Month. *Recommended Action: Proclaim the month of May 2024 as Water Safety Month in the City of West University Place. Ms. Susan White, Parks & Recreation Director*

Parks and Recreation Director White presented, and Mayor Sample read a proclamation proclaiming May 2024 as Water Safety Month.

10. Smart Water Irrigation Project

Matters related to an Interlocal Agreement with Harris Galveston Subsidence District for grant funding related to the Smart Water Irrigation Project and bid award for the project. *Recommended Action: (1) Award the contract to Weathermatic in the amount of \$118,050; and (2) approve the Interlocal Agreement between the City of West University Place and the Harris-Galveston Subsidence District; and (3) authorize the City Manager to execute the forthcoming amendment regarding the five-year reimbursement period to the interlocal agreement from HGSD. Ms. Susan White, Parks & Recreation Director*

After a brief project summary from Parks and Recreation Director White, Councilmember Clay moved to approve staff's (3) three recommendations. Mayor Pro Tem Montgomery seconded the motion.

MOTION PASSED.

Ayes: Sample, Montgomery, Brett, Carroll, Hart
Noes: None
Absent: None

11. City of Houston Easement

Matters related authorizing easements with the City of Houston for sidewalks bordering the new public works facility. *Recommended Action: Approve the easement. Mr. Austin Bishop, Assistant to the City Manager*

Following a brief synopsis by Assistant to the City Manager Bishop, Mayor Sample moved to approve the easement. Councilmember Brett seconded the motion. **MOTION PASSED.**

Ayes: Sample, Montgomery, Brett, Carroll, Hart
Noes: None
Absent: None

12. Consent Agenda

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

A. City Council Meeting Minutes

Matters related to approving the City Council Minutes of March 25, 2024. *Recommended Action: Approve Minutes of April 8, 2024. Ms. Thelma Gilliam, City Secretary*

B. March 2024 Quarterly Investment Report

Matters related to the Quarterly Investment Report. *Recommended Action: Accept the City's March 2024 Quarterly Investment Report. Ms. Marie Kalka, Finance Director*

C. Amendments to the Zoning Ordinance

Matters related to an ordinance adopting amendments to the Code of Ordinances related to Sports Court and Practice Enclosures and SF Consolidation. *Recommended Action: Approve the ordinance amending the city's zoning code on the second and final reading. Mr. John Cutrer, Chair of Zoning and Planning Commission and Mr. Joe Newton, BBG Consulting*

Councilmember Carroll moved to approve the Consent Agenda as presented. Councilmember Brett seconded the motion. **MOTION PASSED.**

Ayes: Sample, Montgomery, Brett, Carroll, Hart
Noes: None
Absent: None

13. Capital Improvement Plan

Matters regarding the 2025 – 2029 Capital Improvement Plan. *Recommended Action: Discuss the proposed 2025 – 2029 Capital Improvement Plan, including funding options and current projects, and provide staff with feedback and direction. Ms. Marie Kalka, Finance Director*

Finance Director Kalka presented the Capital Improvement Plan (CIP) and provided updates on the current projects and proposed projects for 2025-2029 and the funding options.

Audio of the presentation and discussion can be found online and/or in the City Secretary's office.

14. Adjourn Regular Meeting

SPECIAL MEETING (Following the Conclusion of Regular Meeting)

15. Call Meeting to Order

Mayor Sample called the special meeting to order at 8:40 p.m. In attendance were Mayor Pro Tem Montgomery and Councilmembers Brett, Carroll, and Hart. Staff attending were City Manager Beach, Assistant to the City Manager Bishop, and City Attorney Smith. City Secretary Gilliam was absent.

16. Recess Special Meeting and Convene Executive Session

City Council will recess to: **(1)** deliberate matters related to the Charter Review Commission pursuant to Section 552.074 of the Texas Government Code, and **(2)** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee as permitted by Section 552.074 of the Texas Government Code: Assistant Prosecutor.

At 8:41 p.m., Mayor Sample recessed the special meeting and convened an executive session per Section 552.074 of the Texas Government Code.

17. Adjourn Executive Session and Reconvene Special Meeting

Matters related to any action resulting from Executive Session deliberations.

At 9:48 p.m., Mayor sample adjourned the Executive Session and Reconvened the Special Meeting.

18. Adjourn Special Meeting

At 9:48 p.m., Mayor Sample adjourned the special meeting.

Prepared by: Thelma A. Gilliam, TRMC, City Secretary

Council Approved:



AGENDA MEMO

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

Meeting Date	05.10.2024	Agenda Item	13B
Approved by City Manager	Yes	Presenter(s)	R. Brown, Director
Reviewed by City Attorney	Yes	Department	Information Technology
Subject	Software Support and Maintenance		
Attachments	<ol style="list-style-type: none"> 1. General Services Contract 2. Annual Renewal Estimate 3. Annual Software Support Maintenance Terms Conditions 		
Financial Information	Expenditure Required:		\$91,331.72
	Amount Budgeted:		\$91,331.72
	Account Number:		502-8010-73101
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

One of the goals for the city is to maintain a high performing staff, which requires up-to-date software and maintenance of that software per industry best practice. Therefore, the goal of the IT Department is to upgrade and deploy core City software at the time, or as soon as possible, when commercial software versions are released. These practices help ensure that software is current with security-related improvements, product enhancements, and in alignment with changing local, state, and federal laws.

In keeping with this goal, the 2024 Budget includes funds to renew these services for support and maintenance through Harris Systems USA, Inc., for Innoprise ERP software. The existing support services expire on May 31, 2024, and the renewal is for one year and will expire on May 31, 2025.

Since 2008, the City has used Harris Enterprises for financial and community development, which include the following applications:

- **Building permits / Code Enforcement / Planning & Zoning**
- **CIS** (Utilities Billing)
- **Financials** (Accounting, Budgeting, Accounts Receivable, General Ledger, Purchasing/Inventory)
- **Occupational Licenses**
- **Payment Processor Integration: Point and Pay**

Innoprise ERP is a sole-source software provided by its developer, Harris Systems USA Inc.

Recommended Action

Staff recommends that City Council approve the contract extension with Harris Systems USA, Inc., for a period of one year in the amount of \$91,331.72 and authorize the City Manager to execute the contract.



City of
West University
Place

GENERAL SERVICES CONTRACT
Rev. 12/12/2023

This General Services Contract (Contract) is made between the City of West University Place, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Special Terms and Conditions
- V. Additional Contract Documents

I. Summary of Contract Terms.

Contractor: Harris Systems USA Inc.

Description of Services: Software Support and Maintenance

Annual/Base Services: \$91,331.72

Additional Work in addition to Base Services: **Any additions to the Scope of Work must be submitted in writing and approved by the City via Addendum.**

Effective Date: June 1, 2024

Termination Date: May 31, 2025

Renewal: **As per written agreement only.**

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

CITY OF WEST UNIVERSITY PLACE:*

CONTRACTOR: Jonathan Powell

By: _____

By: Jonathan Powell

Title: _____

Title: VP, Operations

Date: _____

Date: April 30, 2024

_____ Council Approved on ____/____/____

_____ City Manager

_____ Department Head

_____ Division Head

*Contract Signature Authority:

Division Head & Managers - \$6,999 or less

Directors - \$7,000 to \$24,999

City Manager - \$25,000 to \$49,999

Over \$50,000 – City Manager With City Council Authorization

Attest: City Secretary

III. *Standard Contractual Provisions.*

A. Definitions.

Contract means this General Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience.* The City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving thirty (30) days written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 10 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

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

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

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

F. Law Governing and Venue. **This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.**

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

IV. *Special Terms or Conditions.*

- A. State Disclosure Requirements. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.
- B. Other State Requirements. The Contractor hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Chapter 2264 (undocumented workers), Chapter 2270 (boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association).

V. *Additional Contract Documents.* The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with Sections III or IV of this General Services Contract, does not apply to this contract.

- A. Contractor's Additional Contract Documents:
- B. City's Additional Contract Documents:

1. [required insurance]

END OF DOCUMENT

Customer	City of West University Place
Renewal Date	June 1, 2025
Term	3 Year Term; Year 2025-2027

Your Support services are expiring soon

To assist with your budgeting, we have created this Renewal Estimate. The estimate is for the next term for your products that are receiving Support. Newly purchased and future products will not be included on this estimate.

Invoice, your bill will automatically generate and emailed to your Finance department or designated individuals. Any applicable taxes will be added to the invoice.

30 days before your renewal date, we should have received your full payment to allow time for new licenses to be generated, delivered, and installed before expiry (product specific). If third -party vendors and their products are utilized, we strongly suggest early payment to ensure continuous service, especially where new licenses are required. It is the Customer's responsibility to ensure prompt payment. HarrisERP will not be responsible for payment to third-party vendors or producing new licenses until your invoice is paid.

Cancellation, if you no longer wish to have HarrisERP licensing, maintenance, and support services, please let us know in writing 90 days prior to your renewal date.

Terms and Conditions, are available in TeamSupport in the Knowledge Base

<https://app.na2.teamsupport.com/dc/1/attachments/11712147>

Description	Year	Total Cost 2025	Total Cost 2026	Total Cost 2027
Building Permits	2025-2027	12,078.87	12,803.60	13,571.82
CIS	2025-2027	26,573.53	28,167.94	29,858.02
Code Enforcements	2025-2027	1,825.99	1,935.55	2,051.68
Financials	2025-2027	35,004.59	37,104.87	39,331.16
Occupational Licenses	2025-2027	12,078.87	12,803.60	13,571.82
Planning and Zoning	2025-2027	1,825.99	1,935.55	2,051.68
Payment Processor Integration: Point & Pay	2025-2027	1,943.88	2,060.51	2,184.14
TOTAL		\$91,331.72	\$96,811.62	102,620.32

Annual Software Support Maintenance Terms & Conditions

PURPOSE

The purpose of this document, *Annual Software Support Maintenance Terms & Conditions* (the "Agreement") is to provide Harris Enterprise Resource Planning ("Harris") customers (the "Customer") with additional information on the services which are included as part of the annual software support fees, standard support coverage, a listing of call priorities, an outline of escalation procedures, and details on current service rates. This Agreement, between the customer and Harris Systems USA ("Harris") will serve as a guideline for Harris' support staff but may be superseded by an existing, signed software support contract, where applicable.

Harris reserves the right to make modifications to this Agreement as required; provided, however, Harris shall not reduce the scope of Support Services provided hereunder without the prior consent of the customer.

STANDARD SUPPORT AND MAINTENANCE SERVICES

The following services are included as part of Harris' software support contract:

- ⦿ Toll Free Telephone support
- ⦿ Sunset Rule Program: same (business) day call back program
- ⦿ Software for Life
 - Guaranteed Support on your existing applications for life
 - Cost effective upgrade solutions
- ⦿ Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- ⦿ Technical troubleshooting, including assessment, diagnosis, documentation, and ultimate resolution of issues that pertain specifically to the customer's software (troubleshooting does not extend to any hardware or operating system components, unless the customer has a hardware support contract)
- ⦿ E-mail support call logging and notification
- ⦿ Free / web-based Support Sessions
- ⦿ Free FTP access for upload/downloads
- ⦿ Online access 24 hours a day, 7 days a week ("24 x 7"). Harris' online portal (the "Hub") can be used to log support issues and check for status updates on issues. Access to published documentation pertaining to a customer's particular software line (if available) may be contained in the Knowledge Base article section within the Hub. The Hub also enables the customer to assign a specific priority based on the specific level of urgency for a particular circumstance. In summary, the Hub benefits include the ability to:
 - Log, view, update and close support tickets
 - Update contact information
 - Access published documentation
 - Access available downloads

- Access Knowledge Base
- ⊗ Access to new software releases, service packs and updates
 - Defect corrections
 - New features and planned enhancements
 - State and/or Federal mandated changes
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
- ⊗ Free monthly training webinars (see calendar on our website)
- ⊗ Customer Care Program
 - Newsletters
 - Technical support bulletins
 - Advance communications on new products and services
 - Regional User Groups
 - On-site visits (by request – travel expenses may be billable)
- ⊗ Design review for potential enhancements or custom modifications
- ⊗ Account Manager Services (business reviews, CRF assistance, site visits, meeting coordination)
- ⊗ NPS (Net Promoter Score Program): NPS is a customer loyalty program, measuring feedback and driving constant improvement to the customer experience.
- ⊗ Access to annual customer conference (registration fees apply) and access to conference presentation materials post-conference.
- ⊗ Free product web demonstrations (by request, scheduling required)

STANDARD COVERAGE

Our standard hours of support are from 8:30 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support can be made available from 8:00 p.m. EST through to 8:30 a.m. EST and is billable on an hourly basis. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

RESPONSE TIMES

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

CALL PRIORITIES

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 - High

- ⊗ System Down (Software Application, Hardware, Operating System, Database)
- ⊗ Inability to process payroll checks
- ⊗ Inability to process accounts payable checks
- ⊗ Inability to process bills
- ⊗ Program errors without workarounds
- ⊗ Incorrect calculation errors impacting a majority of records
- ⊗ Aborted postings or error messages preventing data integration and update
- ⊗ Performance issues of severe nature impacting critical processes
- ⊗ Hand-held interface issues preventing billing

Priority 2 - Medium

- ⊗ System errors that have workarounds
- ⊗ Calculation errors impacting a minority of records
- ⊗ Reports calculation issues
- ⊗ Printer related issues (related to interfaces with our software and not the printer itself)
- ⊗ Security issues
- ⊗ Hand-held issues not preventing billing
- ⊗ Performance issues not impacting critical processes
- ⊗ Usability issues
- ⊗ Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- ⊗ Report formatting issues
- ⊗ Training questions, how to, or implementing new processes
- ⊗ Aesthetic issues
- ⊗ Issues with workarounds for large majority of accounts
- ⊗ Recommendations for enhancements on system changes
- ⊗ Questions on documentation

CALL PROCESS

All support issues or questions reported to Harris are tracked via a support ticket. Harris' Support Analysts cannot provide assistance unless a support ticket is logged. The current process for logging tickets is outlined below.

A support ticket must be placed through one of the following methods:

- **Online (Hub):** <https://harriserp.na2.teamsupport.com>
- **Email:** support@harriserp.com
- **Phone:** 1-866-450-6696

Customer ticket information must contain the following:

- Organization/Company Name
- Contact Person
- Software Product and/or Version
- Module and/or Menu Selection
- Nature of the question or issue
- Detailed Description of the question or issue
- Serial Number / Patron Number / Account Number / Serving Date, etc. (where applicable)

The more information you provide, the faster we can help you with your support request. Specific details, such as the employee #, account #, G/L #, are very useful. Attaching supporting material, such as screenshots and report output, are also helpful in identifying and/or resolving the issue

Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.

Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

All correspondence and actions associated with your call will be tracked against your all in our support database. At any time, if available to you, you may log onto eSupport to see the status of your call.

Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate

id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

ESCALATION PROCESS

Harris' escalation process is defined below. This process has been put in to place to ensure that issues are dealt with appropriately. If, at any time, the customer is not satisfied with the resolution of the issue, or the response to the ticket, they are encouraged to escalate with Harris' Support Services organization as follows:

- ⦿ **Level 1:** Contact the support representative working on your issue
- ⦿ **Level 2:** Contact the Director of Client Services
- ⦿ **Level 3:** Contact the Vice-President of Operations
- ⦿ **Level 4:** Contact the Executive Vice-President

Escalation Process within our Internal Ticket Tracking System:

- ⦿ Customer ticket is logged with Harris Support
- ⦿ If a customer ticket is a Priority 1 and has not been responded to within 4 hours, the Harris Support Analysts responsible for the ticket are notified via email, and the ticket is escalated internally. Priority 2 tickets will be escalated if not responded to within 8 hours, and Priority 3 tickets will be escalated if not responded to within 12 hours
- ⦿ If a customer's Priority 1 ticket has not been responded to 4 hours after the designated timeframe, Harris' Support Supervisor(s) are notified and the call is escalated
- ⦿ If a customer's Priority 1 ticket has not been responded to after 6 hours from the designated timeframe, Harris' Vice-President of Support is notified and the call is escalated
- ⦿ If a customer's Priority 1 ticket has not been responded to after 7 hours from the designated timeframe, Harris' Executive Management Team is notified and the call is escalated

HOLIDAY SCHEDULE

Please note that our offices will be **closed** on designated days, as outlined below. In instances where the Statutory Holiday falls on a weekend, Harris offices will be closed on either the preceding Friday or following Monday:

- ⦿ New Year's Day
- ⦿ President's Day
- ⦿ Memorial Day
- ⦿ Independence Day
- ⦿ Labor Day
- ⦿ Columbus Day
- ⦿ Thanksgiving Day
- ⦿ Day After Thanksgiving
- ⦿ Christmas Eve
- ⦿ Christmas Day

BILLABLE SUPPORT SERVICES

The services listed below are examples of services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- ⦿ Extended telephone training (greater than 15 minutes)
- ⦿ Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- ⦿ Setup & changes to hand-held interface or creation of new interface
- ⦿ Setup of new services or changes to services (PAP, ACH, etc)
- ⦿ File imports/exports - Interfaces to other applications
- ⦿ Refreshes, backups, restores, setting up test areas
- ⦿ Setup of new printers, printer setup changes
- ⦿ Custom modifications (reports, bills, forms, reversal of customizations)
- ⦿ Setting up additional companies / agencies / tokens / general ledgers
- ⦿ Data conversions / global modification to setup table data
- ⦿ Database maintenance, repairs & optimization
- ⦿ Correction of issues that are a direct result of user error
- ⦿ Extended Hardware & Operating System support
- ⦿ Upgrades & support of third party software
- ⦿ Installations / re-installations (workstations, servers)
- ⦿ Style sheet changes (exception – one signature change per year, per system will be provided at no charge)

TEST DATABASES & ENVIRONMENTS

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

CONNECTION METHODS

To ensure we can support our clients in an effective and efficient manner, Harris ERP requires that a communication link is established via <https://harriserp.screenconnect.com>, the Harris ERP Remote Support portal. Communication via the Harris ERP Remote Support portal is secure, via SSL, and is encrypted with AES-256 block encryption and RSA, provided by the Microsoft RSA/Schannel Cryptographic Provider. These particular implementations of the AES-256 and RSA algorithms have been designated as FIPS compliant for Windows servers/machines.

While other connection methods may be available (i.e. Virtual Private Network, Remote Access Server, Terminal Services, another third-party product, etc.), Harris ERP requires all clients to utilize the Harris ERP Remote Support portal for remote connectivity to servers and workstations. Failure to utilize the Harris ERP Remote Support portal may result in delays in support, less timely issue-resolution and, ultimately, an increase in annual maintenance fees due to the management and utilization of other connection methods.

HARDWARE AND THIRD-PARTY SUPPORT (IF APPLICABLE)

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software

support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

Standard Hardware and Third Party Software Support Services

- ⦿ 800 telephone support – first line phone support for troubleshooting (note, more complex issues will be escalated to the actual vendor of the products)
- ⦿ “On-call,” or after-hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
- ⦿ Remote connection support
- ⦿ Technical troubleshooting
- ⦿ Limited training questions (15 minute guideline)
- ⦿ Assistance with creation of backup scripts / backup recovery
- ⦿ Assistance with recovering data resulting from system crashes (charges may apply)
- ⦿ Recommendations on specific hardware requirements
- ⦿ Support provided for installed database issues (30 minute guideline)
- ⦿ ODBC installation and connection to database assistance
- ⦿ Updating databases to support new versions of installed applications
- ⦿ Assistance with database installation, configuration and updating

The items listed below are services for third party software that are out of scope, and are therefore considered billable – please note that we do not provide hardware support for any printers:

- ⦿ On-site installation or upgrade of hardware and third party software
- ⦿ Extended telephone training (beyond 15 minutes)
- ⦿ Reconfiguration of hardware and file servers
- ⦿ Recovering data resulting from client error
- ⦿ Upgrading of hardware systems
- ⦿ Preventative maintenance monitoring or other services
- ⦿ Recommending or assisting with disaster recovery plans
- ⦿ Re-establishment of ODBC connection if connection was lost due to actions of customer
- ⦿ ODBC connections to other third party products
- ⦿ Creation of custom reports
- ⦿ Report writer training, upgrades and installations (other than at time of initial purchase)

MAINTENANCE CONTRACT PRICING

In order to keep pace with the increasing cost of doing business within our industry (including, but not limited to: increased overhead and production development costs, staff salaries, etc.), Harris, as a standard practice, reviews the software maintenance contracts of each client every year. In light of the aforementioned, Harris reserves the right to raise annual maintenance charges in accordance with industry standards and/or increased costs that are incurred. Such costs may vary within any given year. Customer acknowledges these outlined variances and reserves the right to discuss any disagreements with members of the Harris Enterprise Resource Planning management team.

APPLICATION VERSIONS / RELEASE INSTALLATIONS

Harris ERP releases version updates to applications periodically throughout each calendar year.

While Harris will make every reasonable effort to facilitate updates being installed to client environments, it is ultimately the responsibility of the client to ensure the installed applications are up-to-date when the applications are hosted within customer's server environment. For customers with applications that are hosted in Harris ERP's Cloud data center, Harris ERP will be responsible for updating customer's test environment upon each version release – customer will be responsible for testing and then requesting that the live application environment is updated once testing is completed. As a standard, Harris will only provide ongoing support on the most current, and two preceding versions, of the installed applications. Clients running versions of the applications prior to the current and two preceding version numbers may be required to update their application(s) prior to receiving support assistance.

PAYMENT TERMS

Maintenance amounts will be billed and due no later than thirty (30) days after the renewal date of the current term. Lapses in annual maintenance will be monitored and will lead to denial of support, upgrade privileges and termination of licenses, provided, however, that Harris provides the customer with written notice of any such lapse and customer shall have the right to cure any such lapse within thirty (30) days of such notice.

INVOICE DISPUTES / CHANGES TO RENEWAL INVOICE LINE ITEMS

It is, at times, necessary to make changes to the line items included on annual renewal invoices. In the event that changes need to be made to invoice line items for an upcoming renewal or, should there be a dispute regarding the line items included (annual cost, total licenses/modules included, etc.), inquiries on this must be made ahead of the maintenance period start date listed on the invoice. Disputes/changes that are requested after the maintenance period start date will not be effective until the next renewal term.

CANCELLATION OF SERVICES

In the event a cancellation of maintenance and support services occurs, Harris requires a written notice from the Customer, to be received a minimum of 60 days prior to the start of the next renewal period. In the event written notice is not provided in the specified timeframe, an invoice to account for the difference in maintenance will be generated, including a handling/processing fee of 10% of the remaining maintenance fees due.

PRORATED INVOICES FOR ANNUAL MAINTENANCE FEES

As a standard, Harris issues maintenance and support renewals on an annual basis, covering a 12-month period. We understand that certain circumstances may require a proration of maintenance fees and, in these instances, Harris policy is that prorated invoices for maintenance fees are issued

in no less than 6-month increments, with the exception to the enforcement of the 60-day Cancellation of Services notice.

In the event a maintenance invoice is prorated, by the Customer's request, a handling/processing fee will be applied to the overall total of the prorated invoice. The total of the handling/processing fee is dependent upon the length of the prorated term, outlined in the table below:

Prorated Term Length	Handling/Processing Fee Applied
6 Months	10% of prorated maintenance total
Greater than 6 Months	8% of prorated maintenance total

REFUNDS

Harris, as a standard practice, does not issue refunds for full or unused portions of any paid maintenance fees. Circumstances, such as an error in billing, or billing disputes, are handled on a case-by-case basis, at the sole discretion of the Harris Enterprise Resource Planning management team.

LIMITATION OF LIABILITY

Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATETHE THE ANNUAL FEES PAID BY THE ORGANIZATION TO HARRIS UNDER THIS AGREEMENT FOR THE YEAR OF THE GIVEN TERM IN WHICH THE CLAIM, SUIT, OR ACTION ARISES.

IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OR RESCISSION OF

CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.





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

Meeting Date	5.13.2024	Agenda Item	13C
Approved by City Manager	Yes	Presenter(s)	M. Kalka, Director
Reviewed by City Attorney	N/A	Department	Finance
Subject	February 2024 Monthly Financial Report		
Attachments	February 2024 Monthly Financial Report		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

Attached is the February 2024 monthly report from the Finance Director to the City Council, which is also available on the City's website.

There is approximately a 6 – 8 week lag between the end of the reporting month and when the report is provided to Council. This provides time to close out the month, reconcile the accounts, address any issues, and meet the submittal deadline for the City Council meeting.

Recommended Action

Staff recommends that City Council receive the City's February 2024 Monthly Financial Report.

FINANCIAL SUMMARY FOR THE PERIOD ENDING FEBRUARY 29, 2024



Attached are the revenue and expenditure reports for the period ending **February 29, 2024**, which reflects 17% of the year. The expenditure report shows actual expenditures as of the end of the month as well as purchase orders outstanding and compares to the annual budgeted appropriations. The explanations provided are based on the year to date amounts excluding outstanding purchase orders as purchase order amounts may contain a full year of encumbrance. The revenue report shows actual receipts recorded as of the end of the month compared to the annual budgeted estimations. In this packet, all of the City's funds are presented.

GENERAL FUND

General Fund revenues have exceeded the pro-rata share of the budget at this point in the fiscal year. Property tax bills for 2024 were mailed in November and are delinquent February 1. Property Tax collection of \$14 million are for 2023 taxes, 96% of budget. Licenses & Permits are on budget for the year. Municipal Court fines are below budget and Charges for services are just slightly below budget. Interest earnings for two months are at 52% of the budget. The majority of the Intergovernmental revenue budget is the amount due from Southside Place in accordance with the Master Interlocal Cooperation Contract and payable in December.

All departments are below their pro-rata share of the budget. Half of the first payroll paid in January 2024 was expensed back to December 2023 since it is for 2023 time worked. Departments that have vacancies at this time are Police, Parks, and Public Works.

WATER & SEWER UTILITY FUND

With a one month lag due to billing in arrears February's billing for January is slightly below pro-rata for the year. January's billing for December consumption was accrued to 2023. The payment made to City of Houston for purchasing surface water was expensed to 2023 as well. Bad debt write off that occurs in January is causing the debt service to be over as it was slightly higher than budgeted as well as the debt service payment that was due February 1.

SOLID WASTE FUND

Again, with the one month lag in billing, February solid waste collection revenues are on target for this point in the fiscal year. January's billing for December services was accrued back to 2023. Overall, expenditures for the fund are under the pro-rata for the period.

TECHNOLOGY MANAGEMENT FUND

Technology is integral to the City's ability to provide efficient and necessary services to the citizens. The Technology Management Fund was created to centralize those expenditures, consolidate the management of the resources needed to maintain existing systems and to deploy new solutions. Revenues and expenditures are as expected for the current period.

VEHICLE REPLACEMENT FUND

The Vehicle Replacement Fund finances the purchase of vehicles routinely used in providing City services. Each department makes contributions to the fund based on the estimated life and replacement cost of the vehicles it uses. The fund purchases vehicles when a combination of age and repair cost indicates the machine or vehicle has reached the end of its service life; therefore, the expenditures patterns do not follow the pro-rata model. To date, the only expenses incurred are for the wrap & decaling of 3 police interceptors and 2 F-250 trucks for

FINANCIAL SUMMARY FOR THE PERIOD ENDING FEBRUARY 29, 2024



the Public Works fleet. A budget amendment will be done in March for the prior year appropriations to fund the purchase orders for the light trucks and automobiles expense line items.

ASSET REPLACEMENT FUND

The Asset Replacement Fund (formerly known as the Equipment Replacement Fund) finances the purchase of assets routinely used in providing City services. The fund operates in the same manner as the Vehicle Replacement Fund in that each department makes contributions to the fund based on the estimated life and replacement cost of the equipment it uses. The fund purchases equipment when a combination of age and repair cost indicates the equipment has reached the end of its service life; therefore, the expenditures patterns do not follow the pro-rata model. To date, no expenses have been incurred.

EMPLOYEE BENEFIT FUND

The Employee Benefit Fund facilitates accounting and oversight for the cost of medical and dental insurance, worker's compensation, life insurance, and disability benefits. Revenues and expenditures are on target for the month.

HUMAN RESOURCES SERVICES FUND

The Human Resources Fund was created in 2020 to break out the non-medical related expenses from the Employee Benefit Fund. The General Fund contributes all funds needed for this fund. Examples of some of the expenses are hiring and recruiting, tuition reimbursement, and incentive/awards. Expenditures patterns in this fund will not follow the pro-rata model.

DEBT SERVICE FUND

The Debt Service Fund is established by ordinances authorizing the issuance of General Obligation Bonds and Certificates of Obligation (CO). The City uses debt financing to fund large capital investments. Streets, drainage, water and wastewater systems are all constructed with borrowed funds. Property tax dollars do not finance all of the City's bonded debt service. The Water and Sewer Fund also provides funds to repay debt. Funding the 2024 debt service payments requires an ad valorem tax rate of \$0.078394 per \$100 of assessed value in tax year 2023, a decrease of 7.48%. Debt Service payments are due semi-annually on February 1 and August 1. Principal and interest is due February 1 and interest only is due August 1. The payment of the bond principal and interest for February paid at the end of January causes expenditures to be above the pro-rata for this period.

CAPITAL PROJECT FUNDS

Capital Project Funds are used to account for the purchase or construction of equipment, property, and buildings. West University Place has seven active capital project funds. They are the Capital Project, Capital Reserve, 2019 Certificates of Obligation, General 2022 Certificates of Obligation, Transportation Improvement, Water & Sewer Capital, and Water & Sewer 2022 Certificates of Obligation Funds. Expenses incurred to date are related to Bellaire Elevated Storage Tank Replacement, Buffalo Speedway Construction, West Side Paving & Drainage, Enterprise Resource Planning Software Replacement, Sidewalk Replacement, Milton Water Line Replacement, Water Plant Improvements, New Water Well, Roadway Pavement Improvements, and Citywide Street and Drainage Improvements. The remaining balances from prior year budget will be approved by Council in March which will amend the 2024 budget.

FINANCIAL SUMMARY FOR THE PERIOD ENDING FEBRUARY 29, 2024



SPECIAL REVENUE FUNDS

Special Revenue Funds are created to account for the proceeds from specific revenue sources that are restricted to expenditures for specific purposes. The City has 15 active Special Revenue Funds in 2024. Not all expenditures can be anticipated enough to include in the original budgeting process. Budget amendments for 2024, if necessary, will be made at year-end to reconcile any affected accounts. To date, only expenditures for Weir Park improvements and the Centennial Celebration have been made.

City of West University Place

GENERAL FUND

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
Taxes	17,115,463	17,115,463	14,075,755	-	3,039,708	82.24%	82.24%
Licenses & Permits	994,000	994,000	174,133	-	819,867	17.52%	17.52%
Fines & Forfeitures	211,000	211,000	23,966	-	187,034	11.36%	11.36%
Charges for Services	3,510,200	3,510,200	581,064	-	2,929,136	16.55%	16.55%
Miscellaneous	490,800	490,800	246,424	-	244,376	50.21%	50.21%
Intergovernmental	463,700	463,700	311	-	463,389	0.07%	0.07%
Transfers In	1,758,800	1,758,800	293,133	-	1,465,667	16.67%	16.67%
TOTAL REVENUES	24,543,963	24,543,963	15,394,787	-	9,149,176	62.72%	62.72%
EXPENDITURES							
Administration	1,561,490	1,568,990	201,497	149,704	1,217,789	12.84%	22.38%
Finance	2,185,450	2,185,450	199,707	283,964	1,701,779	9.14%	22.13%
Police	6,448,600	6,448,600	863,313	6,240	5,579,046	13.39%	13.48%
Fire	4,411,500	4,443,242	604,240	26,433	3,812,569	13.60%	14.19%
Public Works	4,028,050	4,143,662	513,640	603,355	3,026,667	12.40%	26.96%
Parks & Recreation	5,175,550	5,248,462	510,264	288,897	4,449,301	9.72%	15.23%
Transfers Out	322,400	7,322,400	53,733	-	268,667	0.73%	0.73%
TOTAL EXPENDITURES	24,133,040	31,360,805	2,946,395	1,358,593	20,055,817	9.40%	13.73%
NET REVENUE (EXPENDITURE)	\$ 410,923	\$ (6,816,842)	\$ 12,448,391				

City of West University Place

WATER & SEWER FUND

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
Charges for Services	8,779,000	8,779,000	556,642	-	8,222,358	6%	6%
Miscellaneous	31,800	31,800	23,943	-	7,857	75%	75%
TOTAL REVENUES	8,810,800	8,810,800	580,585	-	8,230,216	7%	7%
EXPENDITURES							
Finance	356,500	356,500	36,680	13,893	305,926	10%	14%
Public Works	4,958,800	5,044,945	635,564	2,293,475	2,115,907	13%	58%
Debt Service	3,100	3,100	5,579	-	(2,479)	180%	180%
Transfer To General Fund	1,250,000	1,250,000	208,333	-	1,041,667	17%	17%
Transfer to W&S CIP Fund	675,000	675,000	112,500	-	562,500	17%	17%
Transfer to Debt Service Fund	1,560,957	1,560,957	260,160	-	1,300,798	17%	17%
TOTAL EXPENDITURES	8,804,357	8,890,502	1,258,816	2,307,368	5,324,318	14%	40%
NET REVENUE (EXPENDITURE)	\$ 6,443	\$ (79,702)	\$ (678,232)				

City of West University Place

SOLID WASTE FUND

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
Solid Waste Collection	1,978,100	1,978,100	163,085	-	1,815,015	8%	8%
Sales of Recyclables	-	-	280	-	(280)	-	-
Miscellaneous	14,600	14,600	6,220	-	8,380	43%	43%
TOTAL REVENUES	1,992,700	1,992,700	169,585	-	1,823,115	9%	9%
EXPENDITURES							
Curbside Solid Waste	1,397,100	1,397,100	168,255	163,725	1,065,120	12%	24%
Curbside Recycling	451,950	451,950	41,116	163,805	247,029	9%	45%
Curbside Green Waste Recycling	221,700	221,700	24,325	84,501	112,874	11%	49%
TOTAL EXPENDITURES	2,070,750	2,070,750	233,696	412,030	1,425,023	11%	31%
NET REVENUE (EXPENDITURE)	\$ (78,050)	\$ (78,050)	\$ (64,112)				

City of West University Place
TECHNOLOGY MANAGEMENT FUND
February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
TRANSFER FROM GENERAL FUND	1,989,800	1,989,800	331,633	-	1,658,167	17%	17%
TRANSFER FROM WATER & SEWER FUND	193,700	193,700	32,283	-	161,417	17%	17%
TRANSFER FROM SOLID WASTE FUND	49,200	49,200	8,200	-	41,000	17%	17%
EARNINGS ON INVESTMENTS	14,600	14,600	6,151	-	8,449	42%	42%
TOTAL REVENUES	2,247,300	2,247,300	378,268	-	1,869,032	17%	17%
EXPENDITURES							
PERSONNEL	580,600	580,600	77,068	-	503,532	13%	13%
OFFICE SUPPLIES	1,000	1,000	-	-	1,000	0%	0%
OPERATING SUPPLIES	10,500	10,500	29	-	10,471	0%	0%
EQUIPMENT MAINTENANCE	10,000	10,000	-	-	10,000	0%	0%
HARDWARE & SOFTWARE MAINTENANCE CONTRACTS	958,500	958,500	150,030	229,294	579,176	16%	40%
TELE-COMMUNICATIONS & DATA & RADIO	282,200	282,200	81,171	184,068	16,961	29%	94%
CONSULTANTS	15,000	15,000	-	-	15,000	0%	0%
PROFESSIONAL DUES	2,700	2,700	-	-	2,700	0%	0%
PROFESSIONAL DEVELOPMENT	10,900	10,900	2,643	-	8,257	24%	24%
OTHER CONTRACTED SERVICES	67,500	67,500	-	-	67,500	0%	0%
SERVERS	64,000	64,000	-	-	64,000	0%	0%
HIGH TECHNOLOGY REPLACEMENTS	70,000	210,000	-	140,000	70,000	0%	67%
TRANSFER TO VEHICLE REPLACEMENT FUND	30,000	30,000	5,000	-	25,000	17%	17%
TRANSFER TO ASSET REPLACEMENT FUND	146,900	146,900	24,483	-	122,417	17%	17%
TOTAL EXPENDITURES	2,249,800	2,389,800	340,425	553,362	1,496,013	14%	37%
NET REVENUE (EXPENDITURE)	\$ (2,500)	\$ (142,500)	\$ 37,843				

City of West University Place

VEHICLE REPLACEMENT FUND

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
TRANSFER FROM GENERAL FUND	357,000	357,000	59,500	-	297,500	17%	17%
TRANSFER FROM WATER & SEWER FUND	140,000	140,000	23,333	-	116,667	17%	17%
TRANSFER FROM SOLID WASTE FUND	230,000	230,000	38,333	-	191,667	17%	17%
TRANSFER FROM TECHNOLOGY MANAGEMENT FUND	30,000	30,000	5,000	-	25,000	17%	17%
SALE OF CITY PROPERTY	90,000	90,000	-	-	90,000	0%	0%
EARNINGS ON INVESTMENTS	72,700	72,700	31,210	-	41,490	43%	43%
TOTAL REVENUES	919,700	919,700	157,377	-	762,323	17%	17%
EXPENDITURES							
AUTOMOBILES	110,000	246,924	12,140	125,374	109,410	5%	56%
LIGHT TRUCKS	-	387,912	95,057	258,155	-	25%	91%
TRUCKS	443,000	443,000	-	-	443,000	0%	0%
OTHER EQUIPMENT	60,000	60,000	-	-	60,000	0%	0%
TOTAL EXPENDITURES	613,000	1,137,836	107,197	383,529	612,410	9%	43%
NET REVENUE (EXPENDITURE)	\$ 306,700	\$ (218,136)	\$ 50,180				

City of West University Place

ASSET REPLACEMENT FUND

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual +Outstanding Purchase Orders as a % of Budget
REVENUES							
TRANSFER FROM GENERAL FUND	545,800	545,800	90,967	-	454,833	17%	17%
TRANSFER FROM WATER & SEWER FUND	211,600	211,600	35,267	-	176,333	17%	17%
TRANSFER FROM TECHNOLOGY MANAGEMENT FUND	146,900	146,900	24,483	-	122,417	17%	17%
EARNINGS ON INVESTMENTS	77,800	77,800	37,090	-	40,710	48%	48%
TOTAL REVENUES	982,100	982,100	187,807	-	794,293	19%	19%
EXPENDITURES							
OTHER EQUIPMENT	370,900	515,900	-	114,059	256,841	0%	22%
TOTAL EXPENDITURES	370,900	515,900	-	114,059	256,841	0%	22%
NET REVENUE (EXPENDITURE)	\$ 611,200	\$ 466,200	\$ 187,807				

City of West University Place

EMPLOYEE BENEFIT FUND

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
Charges for Services	2,395,400	2,395,400	336,112	-	2,059,288	14%	14%
Miscellaneous	24,500	24,500	9,759	-	14,741	40%	40%
Transfers In	42,400	42,400	7,067	-	35,333	17%	17%
TOTAL REVENUES	2,462,300	2,462,300	352,937	-	2,109,363	14%	14%
EXPENDITURES							
Personnel Services	2,430,400	2,430,400	323,246	-	2,107,154	13%	13%
Services	48,000	48,000	6,989	34,946	6,065	15%	87%
TOTAL EXPENDITURES	2,478,400	2,478,400	330,236	34,946	2,113,219	13%	15%
NET REVENUE (EXPENDITURE)	\$ (16,100)	\$ (16,100)	\$ 22,702				

City of West University Place
HUMAN RESOURCE SERVICES FUND
February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
Miscellaneous	12,000	12,000	4,641	-	7,359	39%	39%
Transfers In	230,000	230,000	38,333	-	191,667	17%	17%
TOTAL REVENUES	242,000	242,000	42,975	-	199,025	18%	18%
EXPENDITURES							
Personnel Services	123,900	123,900	8,700	4,489	110,711	7%	11%
Services	10,000	37,057	6,764	20,293	10,000	18%	73%
Transfers Out	198,800	198,800	33,133	-	165,667	17%	17%
TOTAL EXPENDITURES	332,700	359,757	48,598	24,782	286,378	14%	20%
NET REVENUE (EXPENDITURE)	\$ (90,700)	\$ (117,757)	\$ (5,623)				

City of West University Place

DEBT SERVICE FUND

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
CURRENT YEAR PROPERTY TAXES	6,289,474	6,289,474	6,021,897	-	267,577	96%	96%
PRIOR YEAR PROPERTY TAXES	20,000	20,000	319	-	19,681	2%	2%
PENALTY AND INTEREST	24,000	24,000	3,902	-	20,098	16%	16%
EARNINGS ON INVESTMENTS	32,500	32,500	3,787	-	28,713	12%	12%
TRANSFER FROM WATER & SEWER FUND	1,560,957	1,560,957	260,160	-	1,300,798	17%	17%
TOTAL REVENUES	7,926,931	7,926,931	6,290,065	-	1,636,866	79%	79%
EXPENDITURES							
BOND PRINCIPAL	4,485,000	4,485,000	4,485,000	-	-	100%	100%
INTEREST ON BONDS	3,369,257	3,369,257	1,727,526	-	1,641,731	51%	51%
FISCAL AGENT FEES	3,300	3,300	-	-	3,300	0%	0%
TOTAL EXPENDITURES	7,857,557	7,857,557	6,212,526	-	1,645,031	79%	79%
NET REVENUE (EXPENDITURE)	\$ 69,374	\$ 69,374	\$ 77,539				

City of West University Place

CAPITAL PROJECTS FUND

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
EARNINGS ON INVESTMENTS	36,000	36,000	29,815	-	6,185	83%	83%
TRANSFER FROM CAPITAL RESERVE FUND	200,000	4,700,000	783,333	-	3,916,667	17%	17%
TOTAL REVENUES	236,000	4,736,000	813,148	-	3,922,852	17%	17%
EXPENDITURES							
TECHNOLOGY PROJECTS	100,000	1,903,839	24,900	265,768	100,000	1%	15%
Land Acquisition	-	4,500,000	150,000	-	4,350,000	3%	3%
PROFESSIONAL SERVICES	15,000	1,165,383	-	9,960	5,040	0%	1%
CONSTRUCTION COSTS	85,000	351,172	-	-	85,000	0%	0%
TOTAL EXPENDITURES	200,000	7,920,394	174,900	275,728	4,540,040	2%	6%
NET REVENUE (EXPENDITURE)	\$ 36,000	\$ (3,184,394)	\$ 638,248				

City of West University Place

2019 CO's

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
EARNINGS ON INVESTMENTS	3,300	3,300	2,695	-	605	82%	82%
TOTAL REVENUES	3,300	3,300	2,695	-	605	82%	82%
EXPENDITURES							
TECHNOLOGY PROJECTS	-	300,242	-	-	-	0%	0%
TOTAL EXPENDITURES	-	300,242	-	-	-	0%	0%
NET REVENUE (EXPENDITURE)	\$ 3,300	\$ (296,942)	\$ 2,695				

City of West University Place

CAPITAL RESERVE FUND

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
EARNINGS ON INVESTMENTS	287,400	287,400	151,612	-	135,788	53%	53%
TRANSFER FROM GENERAL FUND	-	7,000,000	-	-	-	0%	0%
TOTAL REVENUES	287,400	7,287,400	151,612	-	135,788	2%	2%
EXPENDITURES							
TRANSFER TO CAPITAL PROJECTS FUND	200,000	4,700,000	783,333	-	3,916,667	17%	17%
TOTAL EXPENDITURES	200,000	4,700,000	783,333	-	3,916,667	17%	17%
NET REVENUE (EXPENDITURE)	\$ 87,400	\$ 2,587,400	\$ (631,721)				

City of West University Place

GENERAL 2022 CO

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
FEDERAL GRANT	-	-	245,508	-	(245,508)	-	-
EARNINGS ON INVESTMENTS	279,000	279,000	208,495	-	70,505	75%	75%
TOTAL REVENUES	279,000	279,000	454,003	-	(175,003)	163%	163%
EXPENDITURES							
PROFESSIONAL SERVICES	-	336,297	-	153,903	94,132	0%	46%
CONSTRUCTION COSTS	-	24,972,733	286,302	1,377,980	(15,338)	1%	7%
TOTAL EXPENDITURES	-	25,309,030	286,302	1,531,883	78,794	1%	7%
NET REVENUE (EXPENDITURE)	\$ 279,000	\$ (25,030,030)	\$ 167,701				

City of West University Place
TRANSPORTATION IMPROVEMENT FUND
February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
METRO	400,000	400,000	-	-	400,000	0%	0%
EARNINGS ON INVESTMENTS	91,500	91,500	72,517	-	18,983	79%	79%
MISCELLANEOUS	-	-	3,600	-	(3,600)	-	-
TRANSFER FROM METRO GRANT FUND	800,000	800,000	133,333	-	666,667	17%	17%
TOTAL REVENUES	1,291,500	1,291,500	209,450	-	1,082,050	16%	16%
EXPENDITURES							
PROFESSIONAL SERVICES	-	3,848,325	46,678	540,667	(247,411)	1%	15%
CONSTRUCTION COSTS	1,200,000	2,499,210	154,022	671,476	1,215,338	6%	33%
TOTAL EXPENDITURES	1,200,000	6,347,535	200,700	1,212,143	967,928	3%	22%
NET REVENUE (EXPENDITURE)	\$ 91,500	\$ (5,056,035)	\$ 8,750				

City of West University Place
WATER & SEWER CAPITAL PROJECTS FUND
February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
EARNINGS ON INVESTMENTS	53,500	53,500	20,716	-	32,784	39%	39%
TRANSFER FROM WATER & SEWER FUND	675,000	675,000	112,500	-	562,500	17%	17%
TOTAL REVENUES	728,500	728,500	133,216	-	595,284	18%	18%
EXPENDITURES							
PROFESSIONAL SERVICES	-	567,424	41,590	56,193	-	7%	17%
CONSTRUCTION COSTS	675,000	1,755,785	-	32,842	670,336	0%	2%
OTHER CONSTRUCTION COSTS	-	-	-	48,247	(48,247)	-	-
TOTAL EXPENDITURES	675,000	2,323,208	41,590	137,282	622,089	2%	8%
NET REVENUE (EXPENDITURE)	\$ 53,500	\$ (1,594,708)	\$ 91,626				

City of West University Place

WATER & SEWER 2022 CO

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
REVENUES							
EARNINGS ON INVESTMENTS	238,700	238,700	194,160	-	44,540	81%	81%
TOTAL REVENUES	238,700	238,700	194,160	-	44,540	81%	81%
EXPENDITURES							
PROFESSIONAL SERVICES	-	2,044,111	21,082	2,020,090	-	1%	100%
CONSTRUCTION COSTS	-	21,480,159	-	175,000	-	0%	1%
OTHER CONSTRUCTION COSTS	-	307,079	44,519	214,313	48,247	14%	84%
TOTAL EXPENDITURES	-	23,831,349	65,601	2,409,403	48,247	0%	10%
NET REVENUE (EXPENDITURE)	\$ 238,700	\$ (23,592,649)	\$ 128,559				

City of West University Place

SPECIAL REVENUE FUNDS

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
PARKS DONATIONS FUND							
TOTAL REVENUES	57,800	57,800	1,511	-	56,289	3%	3%
TOTAL EXPENDITURES	20,000	20,000	-	-	20,000	0%	0%
NET REVENUE (EXPENDITURE)	37,800	37,800	1,511	-	36,289	4%	4%
FRIENDS OF WEST U PARKS FUND							
TOTAL REVENUES	1,160,000	1,160,000	(69,210)	-	1,229,210	-6%	-6%
TOTAL EXPENDITURES	1,160,000	1,170,800	1,440	18,407	1,150,953	0%	2%
NET REVENUE (EXPENDITURE)	-	(10,800)	(70,650)	(18,407)	78,257	654%	825%
TRUANCY PREVENTION							
TOTAL REVENUES	7,400	7,400	1,203	-	6,197	16%	16%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	7,400	7,400	1,203	-	6,197	16%	16%
MUNICIPAL JURY							
TOTAL REVENUES	100	100	29	-	71	29%	29%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	100	100	29	-	71	29%	29%
COURT TECHNOLOGY FUND							
TOTAL REVENUES	6,900	6,900	1,284	-	5,616	19%	19%
TOTAL EXPENDITURES	4,000	4,000	-	-	4,000	0%	0%
NET REVENUE (EXPENDITURE)	2,900	2,900	1,284	-	1,616	44%	44%
TREE REPLACEMENT FUND							
TOTAL REVENUES	42,500	42,500	14,556	-	27,944	34%	34%
TOTAL EXPENDITURES	50,000	50,000	-	49,661	339	0%	99%
NET REVENUE (EXPENDITURE)	(7,500)	(7,500)	14,556	(49,661)	27,604	-194%	468%

City of West University Place

SPECIAL REVENUE FUNDS

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
COURT BUILDING SECURITY FUND							
TOTAL REVENUES	8,300	8,300	1,798	-	6,502	22%	22%
TOTAL EXPENDITURES	9,500	9,500	-	-	9,500	0%	0%
NET REVENUE (EXPENDITURE)	(1,200)	(1,200)	1,798	-	(2,998)	-150%	-150%
METRO GENERAL MOBILITY FUND							
TOTAL REVENUES	755,000	755,000	3,304	-	751,696	0%	0%
TOTAL EXPENDITURES	800,000	800,000	133,333	-	666,667	17%	17%
NET REVENUE (EXPENDITURE)	(45,000)	(45,000)	(130,029)	-	85,029	289%	289%
POLICE STATE FORFEITED PROPERTY FUND							
TOTAL REVENUES	600	600	276	-	324	46%	46%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	600	600	276	-	324	46%	46%
POLICE FED FORFEITED PROPERTY FUND							
TOTAL REVENUES	20,900	20,900	7,517	-	13,383	36%	36%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	20,900	20,900	7,517	-	13,383	36%	36%
PUBLIC SAFETY TRAINING FUND							
TOTAL REVENUES	3,200	3,200	2,812	-	388	88%	88%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	3,200	3,200	2,812	-	388	88%	88%
FIRE SPECIAL REVENUE FUND							
TOTAL REVENUES	300	300	106	-	194	35%	35%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	300	300	106	-	194	35%	35%
GOOD NEIGHBOR FUND							
TOTAL REVENUES	2,600	2,600	28	-	2,572	1%	1%
TOTAL EXPENDITURES	2,500	2,500	-	-	2,500	0%	0%

City of West University Place

SPECIAL REVENUE FUNDS

February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
NET REVENUE (EXPENDITURE)	100	100	28	-	72	28%	28%
OPIOID SETTLEMENT FUND							
TOTAL REVENUES	200	200	96	-	104	48%	48%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	200	200	96	-	104	48%	48%
CENTENNIAL CELEBRATION FUND							
TOTAL REVENUES	50,000	50,000	12,866	-	37,134	26%	26%
TOTAL EXPENDITURES	50,000	84,868	19,177	21,025	38,487	23%	47%
NET REVENUE (EXPENDITURE)	-	(34,868)	(6,311)	(21,025)	(1,353)	18%	78%
TOTAL ALL FUNDS							
GRAND TOTAL REVENUES	\$ 79,828,994	\$ 77,275,994	\$ 25,490,846	\$ -	\$ 44,785,148		
GRAND TOTAL EXPENDITURES	\$ 78,123,004	\$ 129,060,233	\$ 13,187,468	\$ 10,866,998	\$ 44,380,757		
GRAND TOTAL NET REVENUE (EXPENDITURE)	\$ 1,705,990	\$ (51,784,239)	\$ 12,303,378	\$ (10,866,998)	\$ 404,391		

City of West University Place

TOTAL REVENUES	238,700	238,700	194,160	-	44,540	81%	81%
EXPENDITURES							
PROFESSIONAL SERVICES CONSTRUCTION COSTS OTHER	-	2,044,111	21,082	2,020,090	-	1%	100%
CONSTRUCTION COSTS TOTAL EXPENDITURES	-	21,480,159	-	175,000	-	0%	1%
	-	307,079	44,519	214,313	48,247	14%	84%
	-	23,831,349	65,601	2,409,403	48,247	0%	10%
NET REVENUE (EXPENDITURE)	\$ 238,700	\$ (23,592,649)	\$ 128,559				

City of West University Place
SPECIAL REVENUE FUNDS
February 29, 2024

	Original Budget	Amended Budget	YTD Actual	Outstanding Purchase Order Amount	Amount Remaining	YTD Actual as a % of Budget	YTD Actual + Outstanding Purchase Orders as a % of Budget
PARKS DONATIONS FUND							
TOTAL REVENUES	57,800	57,800	1,511	-	56,289	3%	3%
TOTAL EXPENDITURES	20,000	20,000	-	-	20,000	0%	0%

City of West University Place
SPECIAL REVENUE FUNDS
February 29, 2024

NET REVENUE (EXPENDITURE)	(1,200)	(1,200)	1,798	-	(2,998)	-150%	-150%
METRO GENERAL MOBILITY FUND							
TOTAL REVENUES	755,000	755,000	3,304	-	751,696	0%	0%
TOTAL EXPENDITURES							
NET REVENUE (EXPENDITURE)	800,000	800,000	133,333	-	666,667	17%	17%
POLICE STATE FORFEITED PROPERTY FUND							
TOTAL REVENUES	(45,000)	(45,000)	(130,029)	-	85,029	289%	289%
TOTAL EXPENDITURES							
NET REVENUE (EXPENDITURE)	600	600	276	-	324	46%	46%
POLICE FED FORFEITED PROPERTY FUND							
TOTAL REVENUES	-	-	-	-	-	-	-
TOTAL EXPENDITURES	600	600	276	-	324	46%	46%
NET REVENUE (EXPENDITURE)							
PUBLIC SAFETY TRAINING FUND							
TOTAL REVENUES	20,900	20,900	7,517	-	13,383	36%	36%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	20,900	20,900	7,517	-	13,383	36%	36%
FIRE SPECIAL REVENUE FUND							
TOTAL REVENUES	3,200	3,200	2,812	-	388	88%	88%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	3,200	3,200	2,812	-	388	88%	88%
NET REVENUE (EXPENDITURE)							
TOTAL REVENUES	300	300	106	-	194	35%	35%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)	300	300	106	-	194	35%	35%
GOOD NEIGHBOR FUND							
TOTAL REVENUES	2,600	2,600	28	-	2,572	1%	1%
TOTAL EXPENDITURES	2,500	2,500	-	-	2,500	0%	0%

<u>Original Budget</u>	<u>Amended Budget</u>	<u>YTD Actual</u>	<u>Outstanding Purchase Order Amount</u>	<u>Amount Remaining</u>	<u>YTD Actual as a % of Budget</u>	<u>YTD Actual + Outstanding as a % of Budget</u>
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City of West University Place
SPECIAL REVENUE FUNDS
February 29, 2024

	<u>200</u>	<u>200</u>	<u>96</u>	<u>-</u>	<u>104</u>	<u>48%</u>	<u>48%</u>
	50,000	50,000	12,866	-	37,134	26%	26%
	50,000	84,868	19,177	21,025	38,487	23%	47%
	-	(34,868)	(6,311)	(21,025)	(1,353)	18%	78%
NET REVENUE (EXPENDITURE)	<u>100</u>	<u>100</u>	<u>28</u>	<u>-</u>	<u>72</u>	<u>28%</u>	<u>28%</u>
OPIOID SETTLEMENT FUND							
TOTAL REVENUES	200	200	96	-	104	48%	48%
TOTAL EXPENDITURES	-	-	-	-	-	-	-
NET REVENUE (EXPENDITURE)							
CENTENNIAL CELEBRATION FUND							
TOTAL REVENUES							
TOTAL EXPENDITURES							
NET REVENUE (EXPENDITURE)							
TOTAL ALL FUNDS							
GRAND TOTAL REVENUES	\$ 79,828,994	\$ 77,275,994	\$ 25,490,846	\$ -	\$ 44,785,148		
GRAND TOTAL EXPENDITURES	\$ 78,123,004	\$ 129,060,233	\$ 13,187,468	\$ 10,866,998	\$ 44,380,757		
GRAND TOTAL NET REVENUE (EXPENDITURE)	\$ 1,705,990	\$ (51,784,239)	\$ 12,303,378	\$ (10,866,998)	\$ 404,391		



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

Meeting Date	05.13.2024	Agenda Item	13D
Approved by City Manager	Yes	Presenter(s)	J. Maxwell, Chief
Reviewed by City Attorney	Yes	Department	Fire Department
Subject	Memorial Hermann Mobile Stroke Unit		
Attachments	Agreement		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:	N/A	
	Additional Appropriation Required:	N/A	
	Additional Account Number:	N/A	

Executive Summary

The Fire Department participated in the study trial with Memorial Hermann Health System on the benefits of using a mobile stroke unit. The Mobile Stroke Unit provides an advanced level of care for patients experiencing signs and symptoms of a stroke and provides a Computerized Tomography (CT) scan on scene.

One of the main service benefits to West U residents is early intervention to patients exhibiting signs of a stroke. If it becomes evident during the care of the patient that the mobile unit is not sufficient, medics will transport the patient to the appropriate care facility.

Staff are requesting Council approve an agreement with Memorial Hermann Health System that would allow the City's continued use of the Mobile Stroke Unit at no cost to the city.

Recommended Action

Staff recommends Council approve the agreement with Memorial Hermann Health System for use of the Mobile Stroke Unit and authorize the City Manager to execute the agreement.

AGREEMENT 04-09-2024

**AGREEMENT BETWEEN THE CITY OF WEST UNIVERSITY PLACE AND
MEMORIAL HERMANN HEALTH SYSTEM**

THIS AGREEMENT (the "Agreement") is made and entered into by and between **CITY OF WEST UNIVERSITY PLACE, TEXAS**, a home-rule city of the State of Texas, principally situated in Harris County, 3800 University Boulevard, West University Place, Texas 77005 ("City"), and **MEMORIAL HERMANN HEALTH SYSTEM**, 929 Gessner Road, Suite 2700, Houston, Texas 77024, (hereinafter "Institution"). City and Institution shall be referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

1. Parties to this Agreement share a common mission of improving the public health and emergency medical services by making available to the public new and improved medical processes focusing on pre-hospital treatment of stroke patients.
2. In connection with this mission, the Institution desires to provide "Pre-hospital Stroke Treatment" as described in the Scope of Practice set forth in Exhibit "A" ("Scope of Practice") through the operation of a Mobile Stroke Unit in cooperation with the City of West University Place Fire Department Emergency Medical Services System ("WUFD-EMS") and the West University Place Emergency Dispatch Center ("WUEDC") 911 dispatch.
3. WUFD-EMS agrees to work with the Memorial Hermann Mobile Stroke Program to develop a protocol ("Dispatch Protocol") for referring 911 calls presenting symptoms of neurological emergency or suspected stroke to Institution's MSU.
4. The City finds that participation in the Scope of Practice with the Institution will benefit the City by providing the benefits of pre-hospital diagnosis and treatment of neurological emergency or suspected stroke patients.
5. The "Director" is the Chief of the City of West University Place Fire Department or his or her designee.

Accordingly, the Parties, for good and valuable consideration hereby agree as follows:

ARTICLE 1. OPERATION OF THE MOBILE STROKE UNIT

- 1.1 The Institution agrees to provide, at its expense, a fully equipped and licensed emergency ambulance with a CT Scanner and staffed as provided in Exhibit "A" (the "MSU") by the Commencement Date (as defined in Section 2.3 below).
- 1.2 The Institution agrees to operate the MSU as an independent contractor, in accordance with Scope of Practice attached as Exhibit "A" and ethical standards, applicable laws and regulations.
- 1.3 In accordance with the terms hereof, WUFD agrees to cooperate with Institution in the operation of the MSU.
- 1.4 The Institution understands that the City has no funds budgeted or available to pay for any obligation related to this Agreement. To further clarify, all fees and expenses required to operate the MSU will be the sole responsibility of the Institution.
- 1.5 The "Scope of Practice" attached as Exhibit "A" provides for referring certain calls with symptoms of neurological emergency or suspected stroke to the Institution's MSU. The Institution agrees to immediately dispatch the Institution's MSU when available. A City Emergency Medical Services ("EMS") Unit will also be dispatched.
- 1.6 The Dispatch Protocol, a copy of which is attached hereto as Exhibit "B", provides for referring certain calls with symptoms of neurological emergency or suspected stroke to the Institution's MSU.
- 1.7 **REPORTS AND OWNERSHIP OF DATA**
 - 1.7.1 EMS and the Institution will prepare, compile, and maintain complete, accurately written records, accounts, notes, reports, and data related to patients referred to the Institution's MSU. The Parties may share such data, in compliance with Section 1.8 below, upon mutual agreement.
 - 1.7.2 Since both the Institution and City's WUFD-EMS will dispatch an EMS unit for the same patient, City and the Institution agree the Party that transports the patient will bill for Emergency Medical Services. Only one Party shall bill the patient.
- 1.8 **COMPLIANCE WITH HIPAA**
 - 1.8.1 To the extent applicable to this Agreement, each Party agrees to comply with the restrictions applicable to the confidentiality and security of medical records as required by the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated hereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 160, 162 and 164 ("Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 142, 160 and 162 (the "Federal Electronic Transaction Regulations"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH") contained in Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 *et seq.*, 241.151 *et seq.*, and

611.001 *et seq.*, as applicable, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Privacy and Security Requirements”. The Parties agree to protect the privacy and security of Protected Health Information (“PHI”) in data provided under this Agreement in accordance with the HIPAA Privacy and Security Requirements. Upon request, the Parties shall enter into a standard business associate agreement and shall cause its employees and agents to enter into such agreements if requested.

1.8.2 Termination of this Agreement will not affect the responsibility of each Party to continue to comply with the above-mentioned requirements during the period such Party maintains any portion of such records.

1.9 **COMPLIANCE WITH LAWS**

1.9.1 Each Party shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.

1.10 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE**

1.10.1 Each Party shall comply with City’s Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

1.11 **PUBLICATION AND CONFIDENTIALITY**

1.11.1 The Institution reserves the right to publish the results related to the operation of the MSU. Institution will submit the manuscript of any proposed publication to the City at least thirty (3) days before publication, and the City shall have the right to review and comment upon the publication. The City agrees not to independently publish the results of the Institution’s MSU operation before the publication of the Institution’s paper; however, in no event shall the City be so restricted after the expiration of twelve (12) months of operation of the Institution’s MSU. The City will submit the manuscript of any proposed publication to the Institution at least thirty (30) days before publication, and the Institution shall have the right to review and comment upon the publication. In any publications by the City, the City shall acknowledge the Institution’s support of the Pre-Hospital Stroke Treatment.

1.11.2 Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party, but such approval shall not be unreasonably withheld.

1.11.3 A member of the WUFD medical staff and the Institution shall be included as a co-author on all publications in peer reviewed medical journals that result from the Pre-Hospital Stroke Treatment.

1.12 **RELEASE**

1.12.1 **Reserved.**

1.13 SUBCONTRACTOR'S INDEMNITY

1.13.1 Reserved.

1.14 INDEMNIFICATION

1.14.1 Reserved.

1.15 INDEMNIFICATION PROCEDURES

1.15.1 Reserved.

1.16 INSURANCE

1.16.1 **Risks and Limits of Liability.** The Institution shall, at its sole expense, maintain in full force and effect during the Agreement term and for any period of time required thereafter to comply with future claims relating to this Agreement, self-insurance covering the duties and obligations of the Institution.

ARTICLE 2. TERM

2.1 AGREEMENT TERM

2.1.1 This Agreement is effective on the countersignature date ("Effective Date") and shall remain in effect for five (5) years, unless sooner terminated under this Agreement (the "Initial Term").

2.2 RENEWALS

2.2.1 Upon expiration of the Initial Term, this Agreement will be automatically renewed for two (2) successive 1-year terms on the same terms and conditions. If either party chooses not to renew this Agreement, such party shall notify the other of non-renewal at least thirty (30) days before the expiration of the then-current term.

2.3 NOTICE TO PROCEED

2.3.1 The Parties shall begin performance under this Agreement on a date mutually agreed to by the Parties ("Commencement Date"). The Parties anticipate to commence performance on or about May 1, 2024.

2.4 TERMINATION FOR CONVENIENCE BY CITY

2.4.1 The Director may terminate this Agreement at any time by giving three hundred sixty-five (365) days written notice to the Institution. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

2.5 TERMINATION FOR CAUSE BY CITY

2.5.1 If the Institution defaults under this Agreement, the Director may terminate this Agreement after providing the Institution with written notice and thirty (30) days to

cure the default. The City's right to terminate this Agreement for the Institution's default is cumulative of all rights and remedies that exist now or in the future. Default by the Institution occurs if:

- 2.5.1.1 The Institution fails to perform any of its material duties under this Agreement;
- 2.5.1.2 The Institution becomes insolvent;
- 2.5.1.3 all or a substantial part of the Institutions' assets are assigned for the benefit of its creditors; or
- 2.5.1.4 a receiver or trustee is appointed for the Institution.

If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to the Institution describing the default. If the Institution does not cure the default within such cure period (with such additional time as may be reasonably necessary provided the Institution is prosecuting such cure to completion), then the Director may terminate this Agreement, at no further obligation of the City.

- 2.5.2. To effect final termination, the Director must notify Institution in writing. After receiving the notice, Institution shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement.

2.6 **TERMINATION FOR CAUSE BY INSTITUTION**

- 2.6.1 If the City defaults under this Agreement, the Institution may terminate its Agreement by providing the City with written notice and thirty (30) days to cure the default. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. The Institution's written notice shall describe the default. If the City does not cure the default within such cure period (with such additional time as may be reasonably necessary provided the Institution is prosecuting such cure to completion), then the Institution may terminate its performance under this Agreement, with no further obligations, upon written notice to the City.

ARTICLE 3. MISCELLANEOUS

3.1 **INDEPENDENT CONTRACTOR**

- 3.1.1 The Institution shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

3.2 **FORCE MAJEURE**

- 3.2.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure but does not excuse a Party's obligations to complete performance under this Agreement. "Force Majeure" shall include fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or the Institution, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party

is unable to prevent by the exercise of reasonable diligence. Force Majeure does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application, or an event that merely makes performance more difficult or expensive. Force Majeure does not entitle the Institution to payment.

3.2.2 This relief is not applicable unless the affected Party does the following:

3.1.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

3.1.2.2 provides the other Party with prompt written notice of the cause and its anticipated effect.

3.2.4 Upon prior notice to the Institution, the City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

3.2.5 If the Force Majeure event continues for more than ten (10) consecutive days from the date performance is affected, the Director may terminate this Agreement by giving seven (7) days' written notice to MSU; provided, if the Institution is able to resume performance within such 7-day period, then this Agreement shall not terminate. This termination is not a default or breach of this Agreement. **THE INSTITUTION WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM SUCH TERMINATION.**

3.3 **SEVERABILITY**

3.3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

3.4 **ENTIRE AGREEMENT**

3.4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties with respect to this subject matter hereof. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

3.5 **WRITTEN AMENDMENT**

3.5.1 Unless otherwise specified elsewhere in this Agreement, provided no funding in excess of fifty thousand dollars is required, this Agreement may be amended by written instrument executed on behalf of the City by the Director and the Institution by its duly authorized officer. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

3.6 **GOVERNING LAW AND VENUE**

3.6.1 This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of West University Place. Venue for

any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

3.7 **NOTICES**

3.7.1 All notices to either Party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address set out below or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

Institution:
Memorial Hermann Health System
Attn: Stephanie Parker
6411 Fannin Street
Houston, Texas 77030

City:
City of West University Place
Attn: James McCarthy, MD
3800 University Boulevard
West University Place, Texas 77005

With a copy to:
Memorial Hermann Health System
Attn: Chief Legal Officer
929 Gessner Road, Suite 2700
Houston, Texas 77024

3.8 **CAPTIONS**

3.8.1 Captions contained in this Agreement are for reference only and therefore have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

3.9 **NON-WAIVER**

3.9.1 If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

3.9.2 An approval by the Director, or by any other employee or agent of the City, of any part of the Institution's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

3.12 **AMBIGUITIES**

3.12.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

3.13 **SURVIVAL**

3.13.1 The Parties shall remain obligated to the other under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this

Agreement, including, but not limited to, Sections 1.8, 1.11 and 1.15.

3.14 **PUBLICITY**

3.14.1 Neither party shall make any announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by each Party.

3.15 **PARTIES IN INTEREST**

3.15.1 This Agreement does not bestow any rights upon any third party but binds and benefits the City and the Institution only.

3.16 **SUCCESSORS AND ASSIGNS**

3.16.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following Section. This Agreement does not create any personal liability on the part of any officer or agent of the City.

3.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

3.17.1 The Institution shall not assign this Agreement at law or otherwise without the Director's prior written consent.

3.17.2 Institution shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

3.18 **REMEDIES CUMULATIVE**

3.18.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive but are cumulative of all rights and remedies that exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

SIGNATURES:

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

MEMORIAL HERMANN HEALTH SYSTEM

By: _____
Name:
Title:

By: _____
Name:
Title

CITY OF WEST UNIVERSITY PLACE

By: _____
Dave Beach
City Manager

By: _____
Jennifer Maxwell
City of West University Place Fire
Chief

By: _____
James McCarthy, MD
West University Place Fire/EMS Medical Director

By: _____

ATTEST/SEAL

CITY OF WEST UNIVERSITY PLACE, TEXAS

Signed by:

Thelma Gilliam
City Secretary

Susan Sample
Mayor

APPROVED:

COUNTERSIGNED BY:

Jennifer Maxwell
Fire Chief

Dave Beach
City Manager

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

City Attorney

EXHIBIT “A”

Memorial Hermann Health System Mobile Stroke Unit Scope of Practice

A Mobile Stroke Unit (“MSU”), consisting of an ambulance equipped with computed tomography, a point-of-care laboratory system for complete stroke laboratory work-up, and telemedicine capabilities to achieve delivery and guideline specific neurological emergency treatment at the site of the emergency before arrival at a hospital. The MSU will operate under the State of Texas license as an ALS/Specialty Unit of Memorial Hermann Life Flight.

Mobile Stroke Program Process

The MSU is dispatched via the 911 system and/or requested by the City of West University Place Emergency Medical Services System (“EMS”). With every dispatch the MSU will respond in parallel with City of West University Place Fire/EMS. The MSU and MSU Team will meet the EMS apparatus at the emergency site or enroute to the 911 dispatch location. The patient’s medical history and physical examination will be performed by the EMS paramedics, MSU Registered Nurse, MSU Paramedics, and MSU Telemedicine Vascular Neurologist. If the patient is having a Neurological Emergency (i.e., stroke, isolated neurological emergency) the patient will be placed into the MSU.

If necessary, blood samples will be analyzed using a point of care (“POC”) laboratory (including but not limited to INR and Blood Glucose) by the MSU Nurse. Computed Tomography (“CT”) imagine of the head will be performed by a certified radiology technician. The CT analysis will be performed by a vascular neurologist via telemedicine. The CT analysis will also be completed by a radiologist via electronic submission. Once the CT is completed, a treatment decision will be made. If the patient meets criteria for additional neurological treatment (i.e., thrombolysis, PCC, anti-epileptic), it will be given without delay. During the entirety of the MSU assessment, transport, including ingress and egress of patient care, the patient will be cared for by an experienced Critical Care Neurological Registered Nurse, Licensed Paramedic, Telemedicine Vascular Neurologist, Emergency Medical Technician-Basic, and CT Technologist.

The patient will be transported by the MSU team to an appropriate level of care stroke center. Patients will receive standard of care enroute to the facility. MSU staff will notify the destination hospital prior to arrival. Upon arrival, patient will be transferred to the care of the hospital staff.

All medical records shall be documented electronically through Zoll or similar tablets purchased and managed by Memorial Hermann Life Flight. All radiology diagnostics shall be electronically stored on the Memorial Hermann Health System secure database and securely uploaded to destination hospital PACS.

MSU will respond, seven days a week between the hours of 7am to 7pm with WUFD-EMS. Memorial Hermann may provide MSU services to other EMS agencies.

The MSU will be stationed at geographic locations determined by optimal GIS demographics and EMS collaborative mutual aid partnerships within the surrounding community and approved by the Medical Director.

MSU Leadership

Memorial Hermann Life Flight Medical Director (“MSU Medical Director”) is responsible for overseeing the MSU Program. The MSU Medical Director will provide oversight, medical guidance, and mentoring to health professionals practicing on the MSU. The MSU Stroke Director is responsible for overseeing the neurological standard of care for the MSU Program.

Staffing

Each MSU will be staffed with a Telemedicine Vascular Neurologist, a Critical Care Neurological trained Registered Nurse with Basic Life Support (“BLS”) and Advanced Cardiovascular Life Support (“ACLS”) certification, a Licensed Paramedic with BLS and ACLS certification, an EMT-Basic with BLS certification, a CT technologist with BLS certification. The MSU shall be driven by licensed EMT-basic ambulance driver with the experience to operate the MSU.

MSU Riders

The Mobile Stroke Program is affiliated with multiple academic institutions therefore at times there will be students, residents, and fellows in training on the vehicle (no more than one per unit at a time).

Personnel shall perform to his/her level of authorization and training within the MSU.

MSU personnel licensed by the Texas Department of State Health Services (“TDSHS”) Paramedic certification or licensure, State of Texas Medical or Nursing licensure and assigned for the purpose of practicing as a paramedic, physician, or nurse on the MSU are authorized to provide ALS/Specialty Care for patients under MSU guidelines and protocols through the off-line Delegated Practice of Medicine of the MSU Medical Director only while on-duty with the MSU. Paramedics and nurses are authorized to provide ALS/Specialty care beyond these guidelines only through the authorized telemedicine, on-line, or on-scene physician.

MSU personnel with a Texas Board of Nursing License along with Advanced Cardiac Life Support Certification and assigned as a registered nurse on the MSU are authorized to provide ALS and Acute Neurological/Stroke care for patients through the on and off-line Delegated Practice of Medicine of the MSU Medical Director only while on-duty with the MSU. Registered Nurses of the MSU are authorized to provide ALS and acute stroke care through the On-line Delegated Practice of Medicine of an authorized on-line physician.

MSU personnel possessing a Texas Department of State Health Services EMT, EMT-I or Paramedic certification or licensure and are assigned for the purpose of functioning as an EMT are to provide care as described in the MSU guidelines at the EMT level only. EMTs are authorized to provide BLS care beyond these guidelines only through the On-line Delegated Practice of Medicine of an authorized on-line physician.

MSU personnel possessing a Texas Department of State Health Services Radiation Health (Computed Tomography/ CT technologist) certification or licensure and are assigned for the

purpose of functioning as a CT technologist as described in the MSU guidelines at the CT technologist level only. CT technologist may provide assistance with BLS level of care only. CT technologists may not be delegated to provide care outside their scope of practice by a physician or nurse.

Specialty Care First Responder (“FR”) BLS and ALS personnel will provide care within their scope of practice and under authorization by the MSU Medical Director. MSU personnel are expected to provide care, acute neurological treatment, and transportation in keeping with institutional policies, procedures, patient care guidelines, protocols, and the local standards of care. All MSU members are to operate and conduct themselves in the best interest of the public.

EXHIBIT “B” DISPATCH PROTOCOL

1. 9-1-1 Emergency telecommunication call takers will be educated by a Communications Captain about the Memorial Hermann – City of West University Place Mobile Stroke Program and the intention to share a common mission of improving the public health and emergency medical services by making available to the public, new and improved medical processes focusing on pre-hospital treatment of stroke patients.
 - a. Emergency telecommunicators will be re-educated on how to recognize when a caller is describing the signs or symptoms of a possible stroke.
 - b. They will additionally be educated to recognize a potential stroke case in all 9-1-1 conversations regardless of initial dispatch emergency type.
 - c. Anytime a telecommunicator suspects a patient is experiencing an acute stroke, the call will be dispatched as a Stroke.
 - d. West University Place Fire/EMS Department dispatch operators will be educated on the Mobile Stroke Program.
 - e. Radio Operators will be reminded to “upgrade” and add appropriate units to conform to at least Stroke dispatch anytime he or she is informed of an apparent stroke case, regardless of the initial dispatch type.
2. The Mobile Stroke Unit will be entered into the Computer Aided Dispatch (“CAD”) as unit CAT 001.
 - a. Members of the MSU will contact the West University Place dispatch office at 713-662-8111 OR 713-662-0847 to put unit CAT 001 in-service when its availability begins and out-of-service when its availability ends.
 - b. When in-service, the West University Place dispatchers will call:
 - **Dispatch (1) 832-244-5014 OR Dispatch (2) 832-499-7108**
 - **EMERGENCY (3) 832-621-8411**
 - c. The MSU will immediately be dispatched when available.
 - d. The driver of the CAT 001 unit may acquire more information by contacting the dispatch office via phone or by radio communication with other responding units.
3. The West University Place Fire/EMS Department will contact or dispatch CAT001 or the Mobile Stroke Program for potential acute stroke patient calls by calling main number 832-244-5014 or back up 832-499-7108.