



City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
John Barnes, Mayor Pro Tem
John Bertini, Councilmember
Clay Brett, Councilmember
Kalie Rainsberger, Councilmember

STAFF

David Beach, City Manager
Loren Smith, Olson & Olson, City Attorney
Tracylynn Garcia, City Secretary

City Council Meeting Agenda

Notice is hereby given of a **Regular Meeting** of the West University Place City Council to be held on **July 28, 2025**, beginning at **6:30 p.m.** in the **Municipal Building, located at 3800 University Boulevard**, for the purpose of considering the agenda of items listed.

The public can attend in-person, by telephone, or via Zoom. **Be advised that the public 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** or you can join at <https://us02web.zoom.us/j/89248412841>. **The Meeting ID Number is 892 4841 2841.**

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.

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.

1. Call Meeting to Order

2. Pledge of Allegiance

3. 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.

4. Rate Study

Matters related to the acceptance of the Water Sewer Rate Study. *Recommended Action: Staff recommends the City Council accept the 2025 Water and Wastewater Rate Study.* **Ms. Neelie Walker, Finance Manager** [See Agenda Memo 4]

5. Facilities Utilization Task Force

Matters related to the formation of the Facilities Utilities Task Force. *Recommended Action: Approve the following: Objectives, Membership composition, Applicant process, Timeline for completion, Board Liaison, and solicitation of applicants.* **Mr. Dave Beach, City Manager** [See Agenda Memo 5]

6. Regular City Council Meeting Schedule

Matters related to the cancellation of the second City Council meetings in November and December 2025, as well as any future meetings that fall on a city-observed holiday. *Recommended Action: Discuss and take any action desired. Mr. Dave Beach, City Manager* [See Agenda Memo 6]

7. 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 July 14, 2025. *Recommended Action: Approve Minutes of July 14, 2025. Mr. Dave Beach, City Manager* [See Agenda Memo 7A]

B. Quarterly Investment Report

Matters related to the June 2025 Quarterly Investment Report. *Recommended action: Staff recommends the City Council accept the City's June 2025 Quarterly Investment Report. Ms. Marie Kalka, Finance Director* [See Agenda Memo 7B]

C. Aqua Metric Water Utility Software

Matters related to renewing the Aqua contract for electronic meter reading in the amount of \$58,605.79. *Recommended action: Approve the contract with Aqua-Metric Sales Company in the amount of \$58,605.79 and authorize the City Manager to execute the contract. Mr. Russell Brown, IT Director* [See Agenda Memo 7C]

D. Harris-Galveston Subsidence District Interlocal Agreement (H2O Lab!)

Matters related to Water Conservation School Program interlocal agreement. *Recommended action: Approve the H2O LAB! Interlocal Agreement with the Harris-Galveston Subsidence District and authorize the City Manager to execute the agreement. Mr. Michael Leech, Public Works Director* [See Agenda Memo 7D]

8. 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 Tracylynn Garcia at 713.662.5813 at least 3 business days prior to the meeting so that reasonable accommodations can be made to assist in your participation in the meeting. The Council Chambers is accessible by wheelchair from the west entrance and specially marked parking spaces are available in the southwest parking area.

I certify that this notice and agenda of items to be considered by the West University Place City Council on July 28, 2025, was posted on the Municipal Building bulletin board on July 24, 2025, by 6:30 p.m.

Attest:

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary



AGENDA MEMO

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

Meeting Date	07.28.2025	Agenda Item	4
Approved by City Manager	Yes	Presenter(s)	N. Walker, Finance Manager
Reviewed by City Attorney	No	Department	Finance
Subject	Discussion and Acceptance of Water & Sewer Rate Study		
Attachments	1. Water & Sewer Rate Study Presentation 2. Water & Sewer Rate Study Report		
Financial Information	Expenditure Required:		Not applicable
	Amount Budgeted:		Not Applicable
	Account Number:		Not applicable
	Additional Appropriation Required:		Not applicable
	Additional Account Number:		Not applicable

Executive Summary

Industry standards recommend conducting a water and wastewater rate study every 3-5 years to ensure the long-term financial sustainability of a Water and Wastewater Fund. These studies help establish rate structures that support reliable service and infrastructure. The City Council last approved a rate study in August 2022.

Preliminary rate structure scenarios were presented to the Council on June 23 and further discussed on July 14, council’s consensus was to proceed with scenario 2 for water, irrigation and sewer services.

The attached report provides a comprehensive analysis of the current estimated cost of service, the City’s Capital Improvement Program (CIP) and projected revenue requirements for the next five-years. It incorporates scenario 2 for water, irrigation, and sewer, which increases the base recovery fee from 18% to 25% (for both residential and non-residential accounts) to align with industry standards. Scenario 2 also adjusts volumetric thresholds- increasing Tier 1 from 3,000 kgals to 4,000 kgals and reducing upper tiers- to promote water conservation.

Estimated 2026 revenues in the report will be refined during the upcoming 2026 budget process and presented to Council in September as part of the 2026 Fee Schedule review and approval.

Recommended Action

Staff recommend City Council accept the 2025 Water and Wastewater Rate Study.

City of West University Place

**Financial Plan
And Rate Study Final Report**

July 28, 2025

Project Team



Rocky Craley

Project Manager



Lundyn Harrelson

Lead Consultant

Study Overview and Purpose

- Develop a financial model to forecast future revenues and expenses with appropriate scenario analysis
- Conduct a cost allocation to quantify appropriate level of fixed and variable cost recovery
- Assess the current rate structures
- Propose modifications, if needed, to ensure adequate cost recovery while minimizing customer impact and/or more closely align with council pricing objectives

Rate Projections

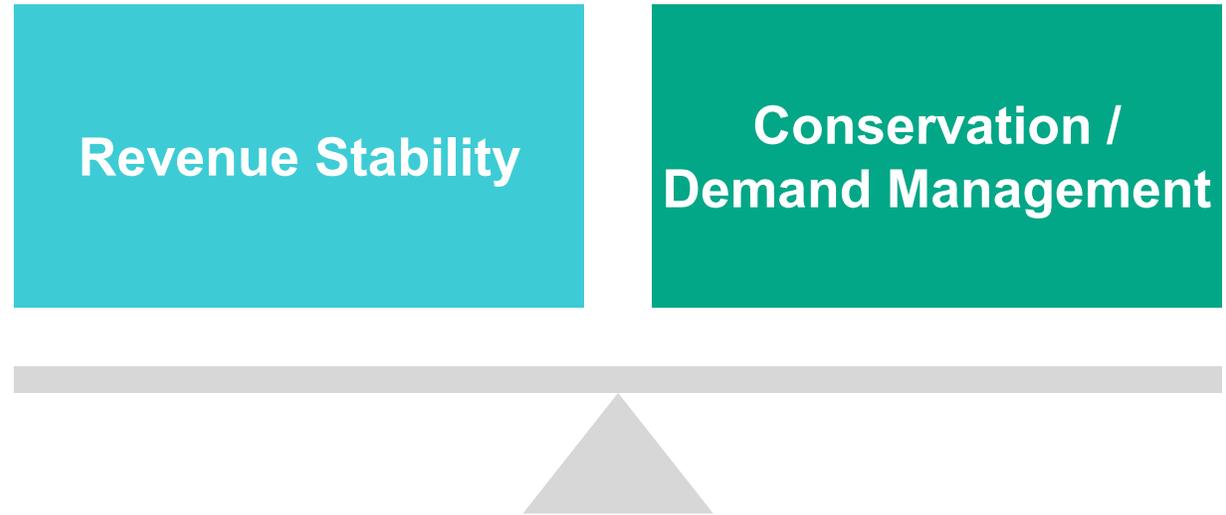


Current Rates and Structure

- Estimated 2026 rates are based on a 10% increase in revenue to cover expenditures (operational, capital and debt) based on estimated inflations.

Monthly Charges	Current 2025	Estimated 2026
Water Base Charges (Per Meter)		
5/8" or 3/4" meter (Residential)	\$13.41	\$14.75
1" meter (Residential)	\$29.94	\$32.93
5/8" or 3/4" meter (Other Premise)	\$39.31	\$43.24
1" meter (Other Premise)	\$55.30	\$60.83
Water Volume Charges (Per 1,000 Gallons)		
First 3,000 gallons (0 to 3,000)	\$5.29	\$5.82
Next 6,000 gallons (3,001 to 9,000)	\$6.43	\$7.07
Next 6,000 gallons (9,001 to 15,000)	\$7.63	\$8.39
Next 10,000 gallons (15,001 to 25,000)	\$9.14	\$10.05
Each 1,000 gallons thereafter (over 25,000)	\$12.14	\$13.35
Irrigation Volume Charges (Per 1,000 Gallons)		
First 7,500 gallons (0 to 7,500)	\$7.09	\$7.80
Next 7,500 gallons (7,501 to 15,000)	\$9.14	\$10.05
Each 1,000 gallons thereafter (over 15,000)	\$12.14	\$13.35
Sewer Base and Volume Charges		
Meters Serving Residential-Only Customers (Per Meter)	\$10.10	\$11.11
Meters Serving Any Other Premises (Per Meter)	\$24.23	\$26.65
Gallon Charges (Per 1,000 Gallons)	\$4.49	\$4.94

Key Pricing Objectives for the City



Revenue Stability: Proposed Water Fixed Charges

Monthly Base Charges	Current	Estimated Proposed (Scenario 2)
Residential 3/4"	\$13.41	\$19.44
Commercial 3/4"	\$39.31	\$57.00

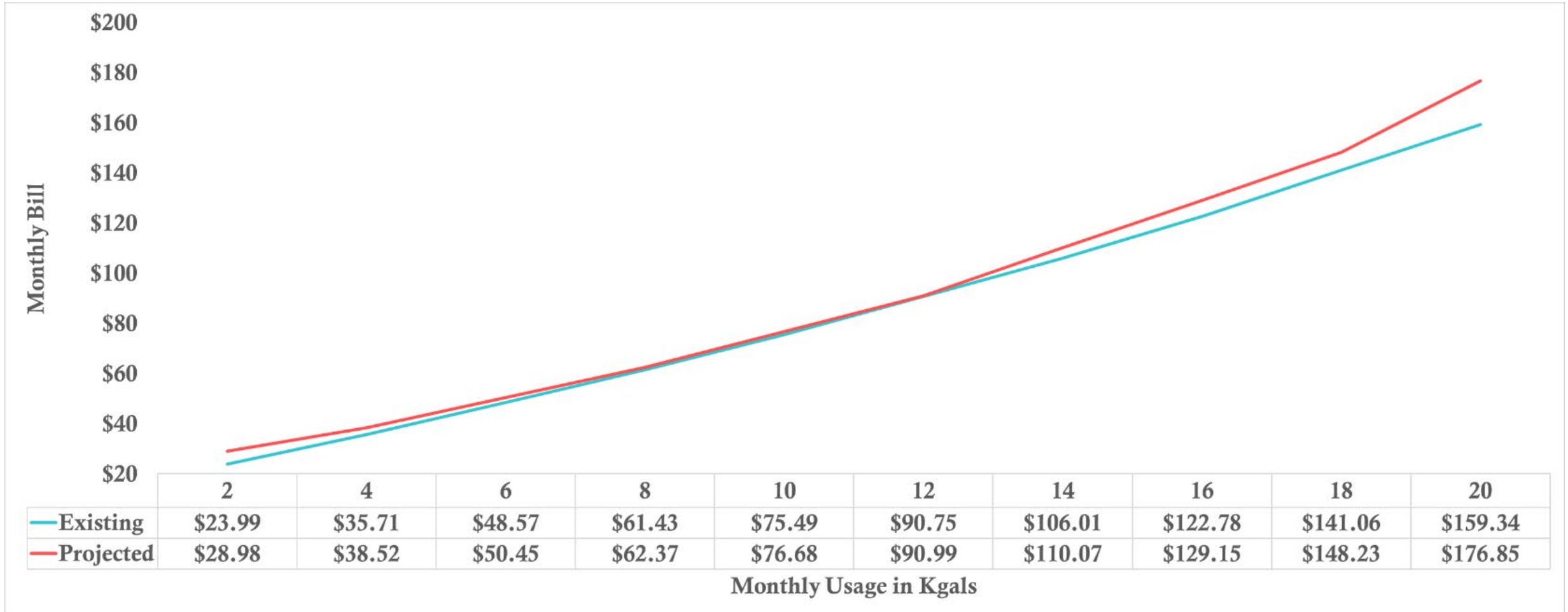
Increase water base charges to obtain 25% fixed charge recovery.

Water Conservation: Water Rate Design

Kgals	Current	Kgals	Estimated Proposed (Scenario 2)
0-3 Kgals	\$5.29	0-4 Kgals	\$4.77
3-9 Kgals	\$6.43	4-8 Kgals	\$5.96
9-15 Kgals	\$7.63	8-12 Kgals	\$7.15
15-25 Kgals	\$9.14	12-18 Kgals	\$9.54
25+ Kgals	\$12.14	18+ Kgals	\$14.31

- Increase tier 1 threshold to promote essential use affordability; and
- Reduce upper tier thresholds to promote conservation

Residential Water Bill Impacts



Irrigation Rate Design

Tiers (Kgal)	Current	Tiers (Kgal)	Estimated Proposed (Scenario 2)
Tier 1 (0-7.5)	\$7.09	Tier 1 (0-6)	\$7.09
Tier 2 (7.5-15)	\$9.14	Tier 2 (6-15)	\$9.14
Tier 3 (15+)	\$12.14	Tier 3 (15+)	\$12.15
<i>*Fixed Charges are same as domestic use fixed charges</i>			

- Increase base charges to obtain 25% fixed charge recovery, and
- Modify tier 1 from 7.5 to 6

Wastewater Rate Design

Description	Existing	Proposed
Residential Base Charge	\$10.10	\$14.14
Commercial Base Charge	\$24.23	\$33.92
Volumetric Rate	\$4.49	\$4.61

Customer Impacts at Monthly Usages	Existing	Proposed
9 Billed Usage	\$50.51	\$55.64
18 Billed Usage	\$90.92	\$97.15

- Increase base charges to obtain 25% fixed charge recovery



Thank you!

Contact:

Rocky Craley
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Lundyn Harrelson
lharrelson@raftelis.com

West University Place, Texas

Water and Wastewater Rate Study Results

SUMMARY REPORT / July 22, 2025

July 22, 2025

Ms. Marie Kalka
Finance Director
City of West University Place
3800 University Blvd.
West University Place, 77005

Subject: Rate Study Results

Dear Ms. Kalka:

Raftelis Financial Consultants, Inc. (“Raftelis”) is pleased to provide this Rate Study Summary Report for the City of West University Place, Texas (City). The purpose of this project was two-fold: 1) to determine and forecast rate revenue needs over a five-year forecast period, from fiscal year (“FY”) 2026 through FY 2030, and 2) to assess the current rate structure and evaluate rate structure modifications that may more accurately reflect the objectives and values of the City today. This report summarizes the process and results of this study and documents the rate structure preferred by the City Council. In addition to this report, a presentation was prepared and executed with the City executive staff on June 23, 2025.

It has been a pleasure working with the City, and we thank you and the rest of the City staff for the support provided throughout the project.

Sincerely,



Rocky Craley
Vice President

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1. Introduction

The City of West University Place (“City”) engaged Raftelis Financial Consultants, Inc. (“Raftelis”) to complete a water and wastewater rate study and prepare water and wastewater rate projections for fiscal year (“FY”) 2026 through FY 2030 (the “forecast period”). The City’s fiscal year begins on January 1 and runs through December 31. The foundational component for this study was the development of a multi-year financial plan to identify the annual rate revenue requirements over the forecast period based on the annual costs to serve City customers. The second primary component of this study was the evaluation of the current rate structure and relevant rate structure modifications to best represent the City’s objectives and the Community’s values. This summary report presents an overview of the analysis and results.

1.1. Existing Rates

The City's current rate structure includes monthly fixed charges and volumetric charges for usage. FY 2025 rates include a fixed monthly base charge for residential and commercial ¾” water customers of \$13.41 and \$39.31, respectively. Water volumetric rates throughout the tiers range from \$5.29 to \$12.14 per thousand gallons (kgals) for all customers. Usage through irrigation meters is assessed with a different set of volumetric rates. For wastewater services, residential and commercial customers pay a fixed monthly fee of \$10.10 and \$24.23, respectively. For usage, both residential and commercial customers are charged the same volumetric unit rate of \$4.49 per thousand gallons. These rates are detailed in Table 1-1.

Table 1-1. Existing (FY 2025) Water and Wastewater Rates and Rate Structure

Water Base Monthly Charges		Wastewater Charges	
Meters Serving Residential Customers:		Meters Serving Residential Customers	\$10.10
¾”	\$13.41	Meters Serving Any Other Premises	24.23
1”	29.94	Volumetric Charge	4.49
1 ½”	57.05		
Meters Serving Any Other Premises:			
¾”	\$39.31		
1”	55.30		
1 ½”	81.87		
2”	249.40		
3”	669.70		
Gallon Charges (per 1,000 gallons)			
Regular Meters			
First 3,000 gallons	\$5.29		
Next 6,000 gallons	6.43		
Next 6,000 gallons	7.63		
Next 10,000 gallons	9.14		
Each 1,000 gallons thereafter	12.14		
Water Only Meters			
First 7,500 gallons	\$7.09		
Next 7,500 gallons	9.14		
Each 1,000 gallons thereafter	12.14		

2. Revenue Requirements Forecast and Financial Plan

A customized financial plan was developed for the City to forecast the annual rate revenue requirements and to identify the rate adjustments required to meet the revenue needs in each year of the forecast. The annual rate revenue requirement per year is based on actual historical expenses, FY 2026 budgeted expenses and revenues, and forecasted expenses and revenues that escalated budgeted values by appropriate inflationary factors. They were also developed based on assumptions involving fiscal policies related to liquidity and future capital project funding. This section of the report discusses these inputs and assumptions in more detail.

2.1. Fiscal Policies

2.1.1.1. Operating and Capital Cash Reserves

Utilities maintain operating reserves to meet unexpected operating costs, provide working capital to address timing differences between cash inflows and outflows, and buffer against revenue shortfalls from weather-related declines in water usage, unforeseen economic influences, or fiscal emergencies. Similarly, utilities maintain capital reserves for emergency repairs or maintenance projects; to smooth out rate increases due to large capital project needs, and to provide cash funding for planned projects. Based on City policy, Raftelis incorporated a management target for minimum operating cash reserves equal to at least 10% of annual operating expenses into the financial plan. This target is low for utility enterprise funds in the industry, which typically range from 3-to-12 months of operating expenses. Currently, the City is above its annual operating reserve target and maintains around 6 months of operating expenses within the fund, in line with industry standard. No minimum requirement for a separate capital cash reserve was included in the forecast at this time for both utilities; however, it was a priority to allow adequate revenue for transfers to the capital funds to facilitate cash-funded capital. Capital expenditures vary more than operating expenditures, causing the capital fund balance to fluctuate throughout the study period. While there is no formal minimum balance requirement for the capital fund, the combined capital fund balance was intentionally maintained at a level exceeding one year's worth of capital transfers from the operating fund. This approach ensures sufficient working capital is available to cover annual needs in the event of revenue shortfalls.

2.1.1.2. Capital Project Funding

The City has prepared and Council accepted a 2025-2034 Capital Improvement Plan (CIP) for both the water and wastewater utilities, outlining proposed projects from FY 2025 through FY 2030.

For the six-year forecast period:

- The water utility's CIP totals approximately \$56.2 million, covering water plant upgrades, storage improvements, water line replacements, and other system enhancements.
- The wastewater utility's CIP totals approximately \$17.6 million, focused on treatment plant upgrades, clarifier rehabilitation, and related projects.

To fund these improvements, the City plans to use a combination of operating fund transfers and debt issuances. Cash funding through operating revenues ensures ongoing reinvestment in the system and helps reduce

borrowing costs. Meanwhile, issuing debt for larger projects helps mitigate rate increases by spreading the cost of long-term infrastructure across future generations of ratepayers.

The proposed debt amounts, developed in coordination with the City’s financial advisor, are specifically tied to major infrastructure projects and factor into the City’s future revenue requirements.

2.2. Non-Rate Revenue and Expense Projections

2.2.1. Non-Rate Revenue

The City’s non-rate revenues mainly consist of billing and collection fees, collections on past-due accounts, service installation/reinstallation fees, interest earnings, and other miscellaneous revenues. These revenues were projected in FY 2026 based on their preliminary budgeted amount, as reported by the City, and in FY 2027 and beyond, remain constant. Interest earnings were projected based on the average annual operating cash balance and a conservative estimated interest earnings rate of 0.5 percent.

2.2.2. Operating and Maintenance Expenses

In general, the City’s operating and maintenance (“O&M”) expenses are comprised of salaries and wages, benefits, chemicals, professional services, utilities, refuse, contracted services, insurance, and other general operating costs. O&M expenses in FY 2025 and FY 2026 were based on their budgeted and requested amounts, respectively, as reported by the City, and in FY 2027 and beyond, based on requested budget amount in FY 2026 and an annual escalation factor to account for inflation of goods, services, and labor. O&M expense categories and corresponding escalation factors are provided in Table 2-1 and were developed based on cost data as published in relevant indices, as well as guidance from City management. Overall, the City’s O&M expenses were projected to increase by about 3.9 percent to 5.1 percent per year over the forecast period.

Table 2-1. O&M Expense Escalation Factors

Expense Category	2027	2028	2029	2030
Salaries	3.00%	3.00%	3.00%	3.00%
Benefits	5.00%	5.00%	5.00%	5.00%
Repairs/Maintenance	3.00%	3.00%	3.00%	3.00%
Engineering	5.00%	5.00%	5.00%	5.00%
General	3.00%	3.00%	3.00%	3.00%
Supplies	3.00%	3.00%	3.00%	3.00%
Contracted Services	5.00%	5.00%	5.00%	5.00%
Chemicals	15.00%	10.00%	5.00%	5.00%
Electricity	3.00%	3.00%	3.00%	3.00%
All Other Utilities	3.00%	3.00%	3.00%	3.00%

Purchased Water	8.00%	6.00%	5.00%	5.00%
Transfer Out	3.00%	3.00%	3.00%	3.00%
Credit Card Charges	5.00%	5.00%	5.00%	5.00%

2.2.3. Debt Service

The City's current outstanding debt includes a 2022 General Obligation bond, which is allocated mainly to the wastewater utility based on a large proportion of the funds used for Wastewater Treatment Plant Improvements. In FY 2025 through FY 2030, the financial plan includes annual debt issuances and corresponding payment schedules provided by the City’s Financial Advisor. Over 80 million in debt is anticipated to be issued from FY 2025 to FY 2030. Issuing debt for the large projects helps mitigate rate increases and spreads the cost of capital among current and future generations.

2.3. Cash Flow Forecast

A cash flow forecast projecting the annual revenues and expenses of the City for FY 2026 through FY 2030 was prepared and is provided in Table 2-2 for water and Table 2-3 for wastewater. The rate revenues projected in the forecast reflect the following adjustments:

- 10% increase to water and wastewater in FY 2026
- 20% increase to water, and 12% increase to wastewater in FY 2027
- 16% increase to water, and 9% increase to wastewater in FY 2028
- 4% increase to water, and 6% increase to wastewater in FY 2029
- 6% increase to water, and 0% increase to wastewater in FY 2030

The resulting projected rates adjustments are preliminary and based on financial plan projected revenue requirements. Staff will annually review the financial plan during budget development, and make modifications during the annual budget process as needed in FY 2026 and future years.

Table 2-2: Water Cash Flow Forecast

Line No.	Description	Fiscal Year Ending December 31st				
		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1	Water Rate Revenue	\$6,805,572	\$8,166,686	\$9,473,356	\$9,852,290	\$10,443,428
2	Water Miscellaneous Revenue	114,423	79,210	80,426	81,846	83,406
3	Total Revenues	\$6,919,995	\$8,245,897	\$9,553,782	\$9,934,137	\$10,526,833
4	Operating Expenses	\$4,680,815	\$4,937,972	\$5,166,008	\$5,378,209	\$5,599,637
5	Debt Service	1,284,812	2,647,225	3,662,397	3,812,999	4,146,411
6	Transfer to Capital Fund	450,000	450,000	450,000	450,000	450,000
7	Total Revenue Requirement	\$6,415,627	\$8,035,197	\$9,278,405	\$9,641,208	\$10,196,048
8	Revenue Over/ (Under) Expenditures	\$504,368	\$210,700	\$275,376	\$292,929	\$330,786
9	Ending Fund Balance	\$2,636,719	\$2,847,418	\$3,122,795	\$3,415,724	\$3,746,509
10	Projected Revenue Adjustment	10%	20%	16%	4%	6%

Table 2-3: Wastewater Cash Flow Forecast

Line No.	Description	Fiscal Year Ending December 31st				
		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1	Wastewater Rate Revenue	\$3,764,213	\$4,215,918	\$4,595,351	\$4,871,072	\$5,358,179
2	Wastewater Miscellaneous Revenue	109,251	72,165	72,557	72,971	73,386
3	Total Revenues	\$3,873,463	\$4,288,083	\$4,667,908	\$4,944,043	\$5,431,565
4	Operating Expenses	\$2,319,915	\$2,410,245	\$2,500,241	\$2,588,509	\$2,680,087
5	Debt Service	1,225,758	1,339,807	1,648,811	1,809,134	2,231,651
6	Transfer to Capital Fund	450,000	450,000	450,000	450,000	450,000
7	Total Revenue Requirement	\$3,995,673	\$4,200,052	\$4,599,052	\$4,847,643	\$5,361,738
8	Revenue Over/ (Under) Expenditures	-\$122,209	\$88,031	\$68,856	\$96,400	\$69,827
9	Ending Fund Balance	\$1,289,026	\$1,377,057	\$1,445,914	\$1,542,313	\$1,612,140
10	Projected Revenue Adjustment	10%	12%	9%	6%	10%

3. Council Approved Rate Structure

3.1.1. Rate Structure Modifications

The City will be submitting, during the FY 2026 budget process, a request to the City Council to adjust water and wastewater rates to fund operations and capital investments in FY 2026. Additionally, based on City Council direction on July 14, 2025, the City will modify the water and wastewater base charges and rates to include both a rate revenue adjustment and changes to the rate structure. In the years following FY 2026, rate revenue adjustments are recommended to be applied evenly across all user charge components.

During the City Council meeting on March 10, 2025, Raftelis facilitated a discussion with City Council members to discuss and prioritize the City's primary pricing objectives for water and wastewater rates. Essentially, water and wastewater rate structures are designed to address certain goals or values of the City, which can be different for every utility and community. As a result, the City prioritized two key pricing objectives for water and wastewater rates: revenue stability and conservation/demand management.

Modifications for Water Charges and Rates:

- To support revenue stability, the fixed charge will be increased so that fixed charges account for 25% of total water rate revenue—up from approximately 18% previously. This adjustment brings the utility in line with the industry best practice targets of 20–40%.
 - Coupled with this adjustment to the base charge, an adjustment will be made to the Tier 1 volumetric threshold – expanding from 3 to 4 units to allow more usage within the lower cost tier, thus benefiting more customers.
- To encourage conservation, the usage of tier thresholds for tiers two through four will also be revised. The previous tier breakpoints of 3, 9, 15, and 25 units will be adjusted to 4, 8, 12, and 18 units. Except for Tier 1, all tier breakpoints were lowered to shift more consumption into higher-priced tiers, promoting conservation.
- For irrigation usage, the tier breakpoint was modified from 7.5 units in first tier to 6 units, promoting conservation. With the increase in fixed charges and the small tier modification, the rates per irrigation remained consistent.

Modifications for Wastewater Charges and Rates:

- Like water, wastewater rate structure changes were made. To promote revenue stability, the base charge will be increased to account for 25% of wastewater rate revenue. No changes to the wastewater volumetric uniform charge structure will be made since the conservation signaling is received from the water tier structure.

3.1.2. Projected Rates

The resulting projected rates and charges are shown on next page. Rates in Table 3-1 are preliminary and based on financial plan projected revenue adjustments. Staff will annually review the financial plan during budget development, and make modifications during the annual budget process as needed in FY 2026 and future years.

Table 3-1. Projected User Rates and Charges

Water-Base Monthly Charges	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Meters Serving Residential Customers:					
¾"	\$19.44	\$23.33	\$27.07	\$28.15	\$29.84
1"	43.41	52.10	60.43	62.85	66.62
1 ½"	82.72	99.27	115.15	119.76	126.94
Meters Serving Any Other Premises:					
¾"	\$57.00	\$68.40	\$79.34	\$82.52	\$87.47
1"	80.19	96.22	111.62	116.08	123.05
1 ½"	118.71	142.45	165.25	171.86	182.17
2"	361.63	433.96	503.39	523.52	554.94
3"	971.07	1,165.28	1,351.72	1,405.79	1,490.14
Gallon Charges (per 1,000 gallons)					
Regular Meters					
First 4,000 gallons (0-4)	\$4.77	\$5.72	\$6.64	\$6.91	\$7.32
Next 4,000 gallons (4-8)	5.96	7.15	8.30	8.63	9.15
Next 6,000 gallons (8-12)	7.15	8.59	9.96	10.36	10.98
Next 6,000 gallons (12-18)	9.54	11.45	13.28	13.81	14.64
Each 1,000 gallons thereafter (18+)	14.31	17.17	19.92	20.72	21.96
Water Only Meters					
First 6,000 gallons (0-6)	\$7.09	\$8.51	\$9.87	\$10.27	\$10.89
Next 9,000 gallons (6-15)	9.14	10.97	12.73	13.24	14.03
Each 1,000 gallons thereafter (15+)	12.15	14.58	16.91	17.58	18.64
Wastewater Charges					
Meters Serving Residential Customers	\$14.14	\$15.84	\$17.26	\$18.30	\$20.13
Meters Serving Any Other Premises	33.92	37.99	41.41	43.90	48.29
Volumetric Charge	4.61	5.16	5.63	5.97	6.56

3.1.3. Bill Impacts

Bill impact analyses were prepared for residential customers at various usage levels per month for both their water and wastewater services. The following figures show the residential water bill impact (Figure 3-1) and wastewater (Figure 3-2). Projected FY 2026 water and wastewater rates include the aforementioned changes to the water and wastewater rate structures.

Figure 3-1. FY 2026 Water Bill Impact

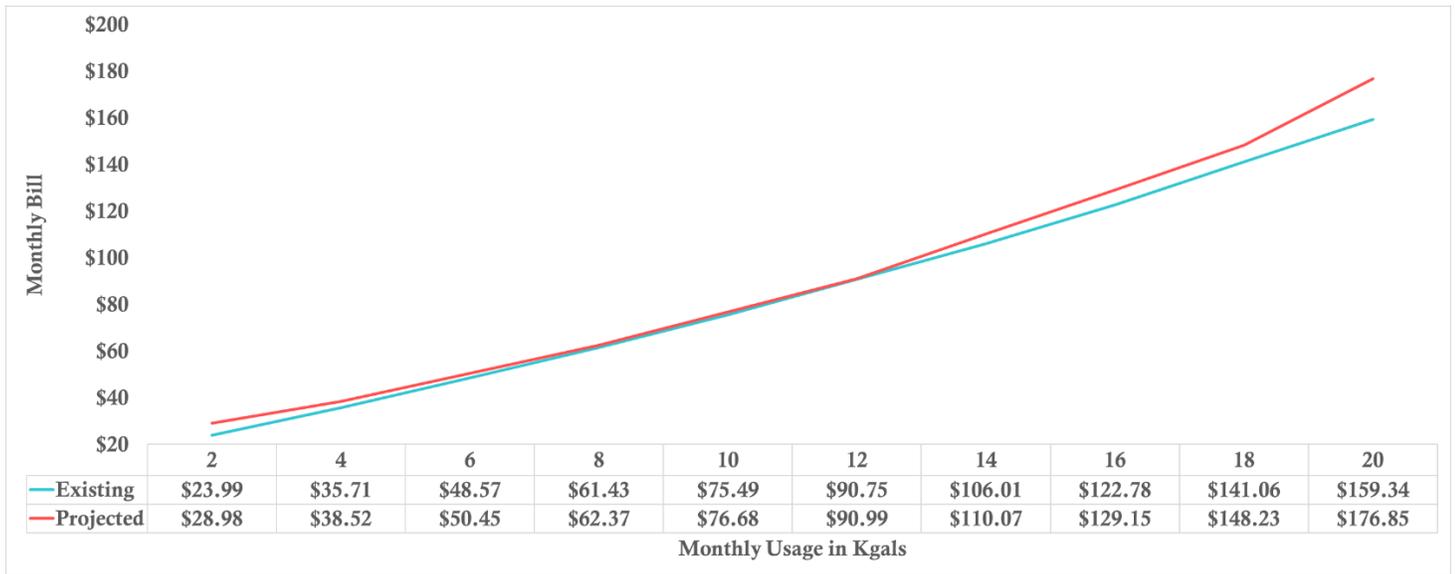
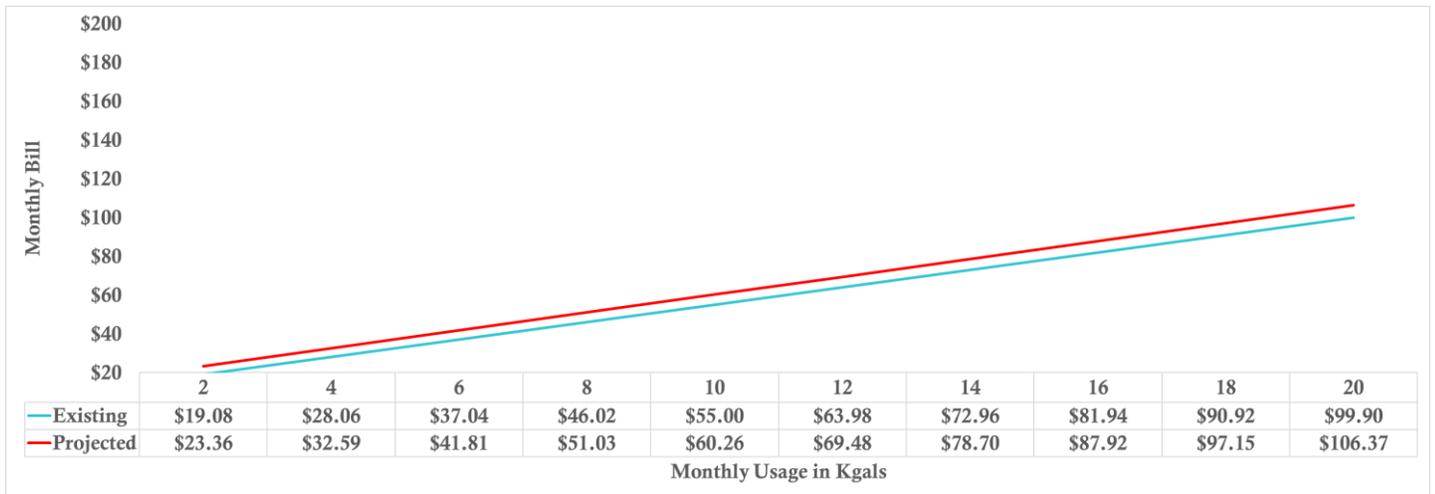


Figure 3-2. FY 2026 Wastewater Bill Impact



4. Conclusion

A financial plan is an essential step in long-term financial sustainability. The City strategically utilizes debt financing to spread the cost of long-term infrastructure improvements over time, mitigating immediate rate impacts and promoting equity by ensuring future generations contribute to these benefits. In addition to debt, cash financing is a key component of a sound financial strategy. It reduces reliance on borrowing, helps manage debt levels, and minimizes long-term interest costs. The rate increases are necessary to align revenue with financial requirements and goals. Furthermore, the analysis of rate design scenarios during this process provided additional ways to incorporate key pricing objectives into the proposed rates. With an increase in fixed charge revenue recovery, the utility is more in line with industry standards and has additional protection against revenue short falls and variability in water usage. With modified tier thresholds, the upper tiers promote conservation and the first tier captures more usage, allowing more essential use to be captured within the lower cost tier.

As discussed before, the resulting projected rates adjustments are preliminary and based on financial plan projected revenue requirements. Staff will annually review the financial plan during budget development, and make modifications during the annual budget process as needed in FY 2026 and future years.



AGENDA MEMO

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

Meeting Date	07.28.2025	Agenda Item	5
Approved by City Manager	Yes	Presenter(s)	D. Beach, City Manager
Reviewed by City Attorney	Yes	Department	Administration
Subject	Facilities Utilization Task Force		
Attachments	Draft Resolution Updated Guiding Document		
Financial Information	Expenditure Required:		Not Applicable
	Amount Budgeted:		Not Applicable
	Account Number:		Not Applicable
	Additional Appropriation Required:		Not Applicable
	Additional Account Number:		Not Applicable

Executive Summary

At the July 14, 2025, City Council Meeting, Council unanimously supported the creation of a Facilities Utilization Task Force (Task Force) with the following objectives:

1. Assess of the West University Place Library, Community Building and Senior Center
2. Report on the Current Usage of these facilities
3. Identify potential use cases
4. Evaluate functional and technical deficiencies
5. Outline requirements for renovation

Membership:

The Task Force shall be comprised of eight (8) residents, which will include four (4) residents each from both sides of the Prop D election. The City Council will interview interested applicants and by a majority vote at a properly posted meeting, appoint the members and select two (2) co-chairs comprised of one from each side of the Prop D election.

Staff Liaison:

The City Manager recommends appointing the Parks and Recreation Director serve as the Staff Liaison for the Task Force.

Timeline:

- Application and interview period should be completed in 2 months.
- The Task Force will have three (3) months from date of appointment to complete its work.
- A one (1) month extension can be requested by the Co-Chairs and approved by the Mayor. Extensions beyond one (1) month require approval by a majority vote of the City Council.



AGENDA MEMO

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

DRAFT Resolution:

Attached is a “DRAFT” Resolution authorizing the formation of the Facilities Utilization Task Force for discussion purposes. The agreed upon resolution will be brought back to Council after the interview process is completed to officially appoint the members and create the Task Force.

Guiding Document:

Attached is the guiding document with edits based upon comments from the July 14, 2025, City Council meeting. This document will be provided to the Task Force for their use.

Recommended Action

Staff recommends City Council approve the following for the Task Force:

- Objectives,
- Membership composition,
- City Council will interview, appoint members and select co-chairs,
- Timeline for completion,
- Approve Parks and Recreation Director as Staff Liaison, and
- Authorize City Secretary to begin soliciting applications for membership immediately.

WEST UNIVERSITY PLACE
HARRIS COUNTY, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, AUTHORIZING THE FORMATION OF THE FACILITIES UTILIZATION TASK FORCE (FUTF); SETTING OBJECTIVES OF THE SAME; AND APPOINTING MEMBERS OF THE SAME.

WHEREAS, the West University Place City Council recognizes the need for the formation of task force to review utilization of the Community Building, Senior Center and Library; and

WHEREAS, the City Council believes that a citizen led task force comprised of members from both sides of the Prop. D election to review utilization of the existing facilities will help develop a community supported approach to address the deficiencies with these facilities; and

WHEREAS, the West University Place Code Of Ordinance Chapter 2, Article II, Section 2-25 (b) authorizes City Council to create other committees, commissions, or task forces; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West University Place, Texas as follows:

SECTION 1. Formation of Facilities Utilization Task Force: The City of West University Place hereby establishes the Facilities Utilization Task Force (FUTF) to be comprised of eight (8) residents and one (1) Staff Liaison to support the FUTF in completing their objectives.

SECTION 2. Objectives of the Task Force. The Task Force is formed to accomplish the following objectives:

- a. Complete an Assessment of the West University Place Library, Community Building and Senior Center.
- b. Report on the Current Use of the West University Place Library, Community Building and Senior Center.
- c. List of Use Cases for the West University Place Library, Community Building and Senior Center.
- d. Report on Functional and Technical Deficiencies of the current West University Place Library, Community Building and Senior Center.
- e. List of Requirements for a West University Place Library, Community Building and Senior Center.

SECTION 3. Timeline. The task force is expected to conclude its work no later than the third month after assigning members, at which time a formal Task Force Findings and Recommendations document will be presented to the City Council. Pending further action of the Council, the task force will be sunset at the beginning of 2026, if not before if it's work is complete. If more time is needed, the Co-Chairs may request a one month extension that can be approved by the Mayor. Any extensions beyond one month will require an approval of the majority of the City Council.

SECTION 4. Task Force Members: The task force shall be comprised of eight (8) residents, which will include four (4) residents each from both sides of the Prop D election. The City Council will interview interested residents and by a majority vote at a properly posted meeting, appoint eight (8) residents and select two (2) co-chairs comprised of one from each side of the Prop D election. The City Secretary will coordinate the interviews. If a vacancy occurs during the tenure of the Task Force, the City Secretary and Staff Liaison will coordinate for nominations from the City Council. Replacement members shall be appointed by City Council by majority vote at a properly posted meeting.

SECTION 5. Appointment of Members. The City Council appoints and confirms the following as members of the Task Force effective upon adoption of this Resolution.

- | | |
|--------------------|--------------------|
| 1.(Co-Chair) _____ | 5.(Co-Chair) _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

SECTION 6. Staff Liaison. A staff liaison is authorized to provide support and assistance to the Task Force. The City Manager is recommending that the Parks and Recreation Director serves as the Task Force Liaison,

SECTION 7. Activities. At the first meeting of the Task Force, the Task Force shall set the meeting schedule and take any other action necessary towards accomplishing the Objectives of the Task Force.

DULY RESOLVED AND ADOPTED by the City Council of the City of West University Place, Texas on the _____ day of _____ 2025.

WEST UNIVERSITY PLACE

Susan Sample, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

Meeting Date: 06.23.25
Presenter(s): John Barnes, Mayor Pro Tem
Kalie Jackura Rainsberger, Councilmember

Subject: Facilities Utilization Task Force

On May 3rd, per the official records of the Harris County Clerk's Office, 3,533 West U residents cast their ballots on Proposition D, a proposal to issue bonds to fund the construction of a new library, community building and senior center on the site of the existing Public Works Facility. This turnout represented more than 30% of the registered voters in West U and a 19.7% increase vs. the average for contested Mayoral races from 2013 to the present, making this one of the highest turnouts in the past 20 years. The results, which were canvassed and accepted by the prior council, reflected an "AGAINST" vote of 1,849 votes, or 52.34% of the ballots cast, and Proposition D was therefore defeated.

Our community now has the opportunity to address deficiencies in the City's existing buildings through renovation. In an effort to ensure that these renovations sufficiently address the needs of all West U residents, City Council will form a Task Force of citizens which shall include persons from both sides of the former debate/issue regarding Proposition D to assist the City as follows:

Scope of Work:

The Task Force will conduct assessments of three distinct municipally owned and constructed spaces within the City:

- The West University Place Library, built in 1963, and currently operated and staffed through a partnership with Harris County Libraries
- The West University Place Community Building, built in 1941, and currently managed and scheduled by West U senior services staff
- The West University Place Senior Center, built in 1986 as an adjoining addition to the existing Community Building, and currently managed and scheduled by West U senior services staff.

Each of these spaces has different functions and users, with some overlap between them.

Organization and Procedural Structure:

- Two (2) co-chairs, to be interviewed and appointed by the City Council.
- Six (6) Members, to be interviewed and appointed by the City Council.

- Meetings shall be open to the public, held in the Bill Watson Conference Room and made accessible via Zoom.
- There shall be no council liaison assigned to the task force.
- The Task Force will conduct workshops that will be open to the public and Zoom-accessible and also conduct interviews with various stakeholders (users) of the spaces.
- The Task Force will submit written report(s) of findings to City Council not later than the third (3rd) month after the Council approves the membership of the task force.
- The Task Force will present their findings and respond to questions during one or more regular council meeting(s) or special council meeting(s).
- The Task Force will not be charged with exploring any to-be designs of the buildings at this time; but may, at the discretion of Council, continue to assist in an advisory role following the completion of the deliverables set forth below

Deliverables:

This Task Force will produce the following deliverables:

- **A Report on the Current Use of the West U Library**, including 1) statistics defining the different types of users (including staff and different types of residents and non-residents, 2) quantities of each type of user, 3) different types of materials housed in the library building, 4) quantities and circulation data of each type of material, 5) current programming in the library, 6) programming enrollment data for last 24 months, 7) current staffing including description of each role, 8) programming of the library in past years, for example data regarding 2010 programming and 1997 programming.
- **A Report on the Current Use of the West U Community Building**, including 1) statistics defining the different types of users, 2) quantities of each type of user, 3) different types of items housed in the community center building, i.e., exercise equipment, portable sound equipment, etc.; 4) current programming in the community center, 5) programming enrollment data for last 24 months, 6) current staffing including description of each role, 7) programming of the community center in past years, for example data regarding 2010 programming and 1997 programming.
- **A Report on the Current Use of the West U Senior Center**, including 1) statistics defining the different types of users, 2) quantities of each type of user, 3) different types of items housed in the senior center building, i.e., exercise equipment, portable sound equipment, etc.; 4) current programming in the senior center, 5) programming enrollment data for last 24 months, 6) current staffing including description of each

role, 7) programming of the senior center in past years, for example data regarding 2010 programming and 1997 programming.

- **A List of Use Cases for the West U Library**, with Use Case defined as user scenarios within the space
- **A List of Use Cases for the West U Senior Center**
- **A List of Use Cases for the West U Community Building**
- **A Report on the Functional and Technical Deficiencies of the current West U Library**, with reference to the assessments done by PGAL in 2021 and 2022
- **A Report on the Functional and Technical Deficiencies of the current West U Community Building**, with reference to the assessments done by PGAL in 2021 and 2022
- **A Report on the Functional and Technical Deficiencies of the current West U Senior Center**, with reference to the assessments done by PGAL in 2021 and 2022
- **A List of the Requirements for the West U Library**, with requirements defined as either “need to have” or “nice to have”
- **A List of the Requirements for the West U Community Building**, with requirements defined as either “need to have” or “nice to have”
- **A List of the Requirements for the West U Senior Center**, with requirements defined as either “need to have” or “nice to have”



AGENDA MEMO

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

Meeting Date	07.28.2025	Agenda Item	6
Approved by City Manager	Yes	Presenter(s)	D. Beach, City Manager
Reviewed by City Attorney	N/A	Department	Administration
Subject	Regular City Council Meeting Schedule		
Attachments	None		
Financial Information	Expenditure Required:		Not Applicable
	Amount Budgeted:		Not Applicable
	Account Number:		Not Applicable
	Additional Appropriation Required:		Not Applicable
	Additional Account Number:		Not Applicable

Executive Summary

The City’s Charter originally required City Council to hold two meetings twice a month. As a matter of practicality, the City Council has moved meetings that conflicted with holidays or other events. In September 2023, Council approve a precedence to move the second meeting of November and December to the first Monday of the month, unless specifically changed by the City Council. This was done to remove the conflict of the Council meeting with Thanksgiving and Christmas holidays. Additionally, in April 2025 the City Council moved the May 26 meeting to May 19 to avoid a conflict with Memorial Day.

One of the topics the 2024/2025 Charter Review Commission discussed was the requirement to hold two meetings per month and whether changing this requirement would lessen public engagement with Council and the community. The Charter Review Commission recommended, and City Council approved the following amendment to the City’s Charter which removed the requirement to hold two regular meeting each month and allows Council to hold a second meeting as needed. Voters approved this change in the May 3, 2025 Special Charter Election and Ordinance No. 3091 was adopted on June 23, 2025, to formally implement this change.

For discussion purposes, staff took the liberty to draft a couple of suggestions for Council’s feedback and direction:

- **Option 1 – November & December Meetings**
 - The City will only hold one meeting in November and December of each year to avoid the conflict with recognized holidays. The meeting would be held on the second Monday of each month.
- **Option 2 – Meetings that Conflict with City Recognized Holidays**
 - Alternative A – Any time there is a conflict with a City recognized holiday, that meeting will be cancelled and only one meeting will be held that month.
 - Alternative B – Any time there is a conflict with a City recognized holiday, that meeting will be moved to the Monday prior to second or fourth Monday.



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

Based upon the discussion tonight staff will return with modifications to Rule 5 of the Councils Rules and Procedures (Appendix B Code of Ordinance).

Recommended Action

Discuss and take any action desired.



AGENDA MEMO

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

Meeting Date	07.28.2025	Agenda Item	7A
Approved by City Manager	YES	Presenter(s)	T. Garcia, City Secretary
Reviewed by City Attorney	N/A	Department	Administration
Subject	City Council Meeting Minutes		
Attachments	Minutes		
Financial Information	Expenditure Required:	Not Applicable	
	Amount Budgeted:	Not Applicable	
	Account Number:	Not Applicable	
	Additional Appropriation Required:	Not Applicable	
	Additional Account Number:	Not Applicable	

Executive Summary

Attached are the Minutes of the Regular City Council Meeting held on July 14, 2025.

Recommended Action

Staff recommend that the City Council approve the Minutes of the Regular City Council Meeting held on July 14, 2025.



City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
John Barnes, Mayor Pro Tem
John Bertini, Councilmember
Clay Brett, Councilmember
Kalie Rainsberger, Councilmember

STAFF

David Beach, City Manager
Loren Smith, Olson & Olson, City Attorney
Tracylynn Garcia, City Secretary

Regular City Council Meeting Minutes

The City Council of the City of West University Place, Texas, met on **Monday, July 14, 2025**, at **6:30 p.m.**, in the Municipal Building at 3800 University Boulevard, for the purpose of considering the agenda of items listed. The meetings were held in person and were also available via Zoom.

1. Call Meeting to Order

Mayor Sample called the meeting to order at 6:30 p.m. The Council in attendance were Mayor Pro Tem Barnes, Councilmembers Brett, Bertini and Rainsberger.

Staff member in attendance were City Manager Beach, City Secretary Garcia, and City Attorney Smith (Olson and Olson), Police Chief Ratliff, Finance Director Kalka, Parks & Recreation Director White, Human Resources Director Urban, Fire Chief Novak, IT Director Brown, Communications Manager Cuccerre, Finance Manager Walker, Assistant to the City Manager Bishop, and Plant Supervisor Wahlstrom.

2. Pledge of Allegiance

Councilmember Bertini led the pledges.

3. 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.

Eddie Matthews, 5906 Fordham, 2026-35 CIP and Budget

Edna Kelly, 3319 Georgetown, Renovation Task Force

Mary Beth Gilbert, 2917 Plumber, Task Force

Mardi Turner, 6515 Mercer, Items 6 & 7

Ann Crowley, 6523 Buffalo Speedway, Items 6 and Renovation Task Force

Dick Yehle, 6401 Rutgers, Items 6 & 7

Anne Furse, 6430 Wakeforest, Renovation Task Force

4. 2026-2034 CIP

Matters related to the 2026 - 2034 Capital Improvement Plan. *Recommended Action: Discuss and provide feedback.* **Ms. Marie Kalka, Finance Director** [See Agenda Memo 4]

Ms. Kalka, Finance Director, presented the 2026-2034 Capital Improvement Projects and the City Council provided feedback.

5. 2026 Budget Update

Matters related to a preliminary budget meeting. *Recommended Action: Discuss and provide feedback.* **Ms. Marie Kalka, Finance Director** [See Agenda Memo 5]

Ms. Kalka, Finance Director, presented the 2026 Budget and the City Council provided feedback.

6. Renovation Task Force

Matters related to the formation of the Renovation Task Force. *Recommended Action: Discuss and take desired action.* **Mr. John Barnes, Mayor Pro Tem and Ms. Kalie Rainsberger, Councilmember** [See Agenda Memo 6]

Mayor Pro Tem Barnes motioned to approve the Task Force as amended, seconded by Councilmember Brett.

Motion passed unanimously.

7. Council Rules and Procedures

Matters related to Amendments the Code of Ordinances for the City of West University, Appendix B, Rule 12 *Recommended Action: Discuss and take action as appropriate.* **Mr. John Barnes, Mayor Pro Tem, and Ms. Kalie Rainsberger, Councilmember** [See Agenda Memo 7]

The City Council provided staff with feedback, no action was taken.

8. 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 June 23, 2025. *Recommended Action: Approve Minutes of June 9, 2025.* **Ms. Tracy Garcia, City Secretary** [See Agenda Memo 8A]

B. Safe Streets Grant

Matters related to the Safe Streets and Roads for All Grant Application *Recommended action: Approve the grant application and authorize the City Manager to execute the necessary grant application documents.* **Mr. Austin Bishop, Asst. to the City Manager** [See Agenda Memo 8B]

C. April 2025 Monthly Finance Report

Matters related to Monthly Financial Report *Recommended action: Receive the City's April 2025 Monthly Financial Report.* **Ms. Marie Kalka, Finance Director** [See Agenda Memo 8C]

D. Lab Services Bid Award

Matters related to awarding a bid for laboratory testing service for environmental testing at the Wastewater Treatment Plant. *Recommended action: Award a contract to a contract to Envirodyne Laboratories, Inc. in an amount not to exceed \$77,620 for the first two years and if extended for years three through five not to exceed \$200,000; and to authorize the City Manager to execute the contract. **Dave Beach, City Manager*** [See Agenda Memo 8D]

Mayor Pro Tem Barnes made the motion, seconded by Councilmember Brett, to approve the consent agenda items.

Motion passed unanimously.

9. Adjourn Regular Meeting

Motion made by Mayor Pro Tem Barnes to adjourn the Regular City Council meeting, seconded by Councilmember Rainsberger.

Motion passed unanimously.

Prepared by: Tracylynn Garcia, TRMC, CPM, MMC
City Secretary

Council Approved:



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

Meeting Date	07.28.25	Agenda Item	7B
Approved by City Manager	Yes	Presenter(s)	Marie Kalka, Director
Reviewed by City Attorney	N/A	Department	Finance
Subject	Quarterly Investment Report		
Attachments	June 2025 Quarterly Investment Report		
Financial Information	Expenditure Required:		Not applicable
	Amount Budgeted:		Not applicable
	Account Number:		Not applicable
	Additional Appropriation Required:		Not applicable
	Additional Account Number:		Not applicable

Executive Summary

The Texas Government Code, Section 2256 (known as the Public Funds Investment Act or PFIA) requires that the City Council and the City Manager receive quarterly investment reports.

The quarterly report ending June 30, 2025, meets the requirements established by the PFIA and the investment strategies outlined in the City's Investment Policy.

Recommended Action

Staff recommend City Council accept the City's June 2025 Quarterly Investment Report.



City of
**West University
Place**

QUARTERLY INVESTMENT REPORT

30-Jun-25

Presented July 28, 2025

ECONOMIC SUMMARY - JUNE 2025

- The Federal Reserve convened twice during the second quarter. The Committee decided to maintain the target range for the federal funds rate at 4.25 to 4.5 percent. In considering the extent and timing of additional adjustments to the target range for the federal funds rate, the Committee will carefully assess incoming data, the evolving outlook, and the balance of risks. The Committee will continue reducing its holdings of Treasury securities and agency debt and agency mortgage backed securities. The Committee is strongly committed to supporting maximum employment and returning inflation to its 2 percent objective.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. Uncertainty about the economic outlook has diminished but remains elevated. The Committee is attentive to the risks to both sides of its dual mandate.

- Metro Houston jobs increased 0.9% from May 2024 to May 2025. The unemployment rate for the Houston MSA for May 2025 was 4.2% compared to 4.1% for the State.

- Consumer Price Index for the Houston MSA core based statistical area advanced 0.9% for the two months ending in April 2025. Assistant Commissioner for Regional Operations Michael Hirniak noted that the all items less food and energy index rose 0.7 percent. The energy index advanced 4.8 percent in March and April, while the food index decreased 0.3 percent.

PORTFOLIO TRANSACTIONS - For the Quarter Ended June 2025

- Total Book Value of the City's portfolio decreased by \$6,087,189 from \$121 million to \$114.9 million for the quarter, which was primarily due to operating expenditures exceeding receipts of property, sales, and franchise taxes as well as charges for services. This is expected for this time of year, since the majority of the City's revenue is derived from property tax receipts, which are primarily received during the first and fourth quarters of each year.

- Investments in TexPool decreased by \$7 million for the quarter, from \$19.3 million to \$12.2 million. Investments in TexasClass increased by \$118 thousand in interest. Cash in JP Morgan Chase Bank increased by \$732 thousand for the quarter.

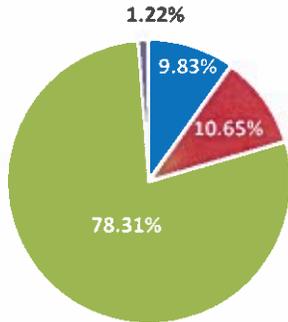
- The full listing of transactions for the quarter can be found in the report.

CITY OF WEST UNIVERSITY PLACE

Monthly Investment Report
 Period Ending: June 30, 2025



SECURITY SECTOR



■ TexasClass ■ TexPool ■ US Agency ■ JPMorgan

		<u>March 31, 2025</u>	<u>June 30, 2025</u>
		Beginning Balance	Ending Balance
CASH AND INVESTMENT POOLS			
JPMorgan Chase Bank *	Market Value \$	674,236.68	\$ 1,406,370.89
TexPool	Market Value \$	19,257,373.92	\$ 12,235,444.20
Texas CLASS	Market Value \$	11,174,183.04	\$ 11,292,561.87
AGENCY SECURITIES			
	Book Value \$	89,879,266.78	\$ 89,963,494.03
	Market Value \$	89,881,694.95	\$ 90,018,931.25
	Par Value \$	90,000,000.00	\$ 90,000,000.00
TOTAL PORTFOLIO			
	Book Value \$	120,985,060.42	\$ 114,897,870.99
	Market Value \$	120,987,488.59	\$ 114,953,308.21
	Par Value \$	121,105,793.64	\$ 114,934,376.96
	Weighted Average Call/Maturity (in days)		126
	Weighted Average Maturity (in days)		126
	Weighted Average Yield to Maturity		4.22%
	Earnings / Current Year to Date	\$	2,527,940.17
	Accrued Interest	\$	393,215.87
COMPARATIVE YIELDS			
	Treasury Bill / 3 Month		4.42%
	Treasury Bill / 6 Month		4.30%
	Treasury Note / 1 Year		4.06%

* Bank Statement Balance

This report is presented in accordance with the Texas Government Code Title 10 / Section 2256.023.

The below signed hereby certify that, to the best of their knowledge on the date this report was generated, the City of West University Place is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of the City of West University Place.

Neelie Walker

 Neelie Walker
 Finance Manager

Marie Kalka

 Marie Kalka
 Finance Director

City of West University Place
Portfolio Holdings
As of 6/30/2025

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash											
JPMorgan Chase Cash	CASH8159	12/31/2015	0.000	1,406,370.89	1,406,370.89	1,406,370.89	1,406,370.89	N/A	1		1.22
Sub Total / Average Cash			0.000	1,406,370.89	1,406,370.89	1,406,370.89	1,406,370.89		1	0.00	1.22
FAMC Bond											
FAMC 4.07 2/17/2026	31424WWT5	3/17/2025	4.070	10,000,000.00	10,000,000.00	10,000,000.00	9,994,100.00	2/17/2026	232	116,447.22	8.70
Sub Total / Average FAMC Bond			4.070	10,000,000.00	10,000,000.00	10,000,000.00	9,994,100.00		232	116,447.22	8.70
FNMA Bond											
FNMA 0.375 8/25/2025	3135G05X77	10/3/2024	4.025	10,000,000.00	9,682,431.20	9,945,756.88	9,939,900.00	8/25/2025	56	13,020.83	8.70
Sub Total / Average FNMA Bond			4.025	10,000,000.00	9,682,431.20	9,945,756.88	9,939,900.00		56	13,020.83	8.70
Local Government Investment Pool											
LGIP LGIP	TEXASCLASS	10/26/2020	4.215	11,292,561.87	11,292,561.87	11,292,561.87	11,292,561.87	N/A	1		9.83
LGIP LGIP	TEXPOOL	9/30/2008	4.297	12,235,444.20	12,235,444.20	12,235,444.20	12,235,444.20	N/A	1		10.65
Sub Total / Average Local Government Investment Pool			4.258	23,528,006.07	23,528,006.07	23,528,006.07	23,528,006.07		1	0.00	20.47
Treasury Bond											
T-Bond 4.25 1/31/2026	91282CJV4	3/13/2025	4.028	10,000,000.00	10,018,750.00	10,012,442.13	9,996,900.00	1/31/2026	215	176,104.97	8.70
Sub Total / Average Treasury Bond			4.028	10,000,000.00	10,018,750.00	10,012,442.13	9,996,900.00		215	176,104.97	8.70
Treasury Note											
T-Note 3 10/31/2025	9128285J5	1/31/2025	4.242	10,000,000.00	9,909,375.00	9,959,168.96	9,953,906.25	10/31/2025	123	49,728.26	8.70
T-Note 4.5 3/31/2026	91282CKH3	6/10/2025	4.500	10,000,000.00	10,000,000.00	10,000,000.00	10,028,906.25	3/31/2026	274	111,885.25	8.70
T-Note 4.75 7/31/2025	91282CHN4	12/5/2024	4.260	10,000,000.00	10,030,782.60	10,004,009.50	10,002,800.00	7/31/2025	31	196,823.20	8.70
T-Note 4.875 4/30/2026	91282CKK6	6/10/2025	4.875	10,000,000.00	10,000,000.00	10,000,000.00	10,064,062.50	4/30/2026	304	80,808.42	8.70
T-Note 5 10/31/2025	91282CJE2	1/31/2025	4.260	10,000,000.00	10,053,105.70	10,023,926.74	10,022,656.25	10/31/2025	123	82,880.44	8.70
T-Note 5 9/30/2025	91282CJB8	12/5/2024	4.249	10,000,000.00	10,059,116.90	10,018,189.82	10,015,700.00	9/30/2025	92	124,316.94	8.70
Sub Total / Average Treasury Note			4.398	60,000,000.00	60,052,380.20	60,005,295.02	60,088,031.25		158	646,442.51	52.20
Total / Average			4.222	114,934,376.96	114,687,938.36	114,897,870.99	114,953,308.21		126	952,015.53	100

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Beginning MV	Ending MV	Beginning BV	Ending BV	Beginning Face Amount/Shares	Ending Face Amount/Shares	Ending Days To Call/Maturity	Ending Days To Maturity	Ending YTM @ Cost	Interest Earned During Period-BV	Ending Market Accrued Interest
Cash														
JPMorgan Chase Cash	CASH8159	12/31/2015	N/A	674,236.68	1,406,370.89	674,236.68	1,406,370.89	674,236.68	1,406,370.89	1	1	0.000	0.00	N/A
Sub Total/Average Cash				674,236.68	1,406,370.89	674,236.68	1,406,370.89	674,236.68	1,406,370.89	1	1	0.000	0.00	0.00
Local Government Investment Pool														
LGIP LGIP	TEXASCLASS	10/26/2020	N/A	11,174,183.04	11,292,561.87	11,174,183.04	11,292,561.87	11,174,183.04	11,292,561.87	1	1	4.215	118,378.83	N/A
LGIP LGIP	TEXPOOL	9/30/2008	N/A	19,257,373.92	12,235,444.20	19,257,373.92	12,235,444.20	19,257,373.92	12,235,444.20	1	1	4.297	228,645.88	N/A
Sub Total/Average Local Government Investment Pool				30,431,556.96	23,528,006.07	30,431,556.96	23,528,006.07	30,431,556.96	23,528,006.07	1	1	4.258	347,024.71	0.00
US Agency														
FAMC 4.07 2/17/2026	31424WWT5	3/17/2025	2/17/2026	9,993,900.00	9,994,100.00	10,000,000.00	10,000,000.00	10,000,000.00	10,000,000.00	232	232	4.070	100,619.44	116,447.22
FHLB 5 4/10/2025	3130B0TL3	4/10/2024	4/10/2025	4,990,900.00	0.00	4,999,926.55	0.00	5,000,000.00	0.00				6,323.45	0.00
FNMA 0.375 8/25/2025	3135G05X77	10/3/2024	8/25/2025	9,845,300.00	9,939,900.00	9,857,981.66	9,945,756.88	10,000,000.00	10,000,000.00	56	56	4.025	97,046.05	13,020.83
Sub Total/Average US Agency				24,830,100.00	19,934,000.00	24,857,908.21	19,945,756.88	25,000,000.00	20,000,000.00	144	144	4.048	203,988.94	129,468.05
US Treasury														
T-Bond 4.25 1/31/2026	91282CJV4	3/13/2025	1/31/2026	10,025,000.00	9,996,900.00	10,017,708.33	10,012,442.13	10,000,000.00	10,000,000.00	215	215	4.028	101,570.81	176,104.97
T-Note 2.875 4/30/2025	9128284M9	4/10/2024	4/30/2025	4,994,050.00	0.00	4,991,553.37	0.00	5,000,000.00	0.00				20,359.61	0.00
T-Note 3 10/31/2025	9128285J5	1/31/2025	10/31/2025	9,934,179.70	9,953,906.25	9,928,960.62	9,959,168.96	10,000,000.00	10,000,000.00	123	123	4.242	104,798.48	49,728.26
T-Note 4.25 5/31/2025	91282CHD6	7/25/2024	5/31/2025	10,000,100.00	0.00	9,989,546.37	0.00	10,000,000.00	0.00				81,676.16	0.00
T-Note 4.5 3/31/2026	91282CKH3	6/10/2025	3/31/2026	0.00	10,028,906.25	0.00	10,000,000.00	0.00	10,000,000.00	274	274	4.500	24,590.17	111,885.25
T-Note 4.75 7/31/2025	91282CHN4	12/5/2024	7/31/2025	10,014,100.00	10,002,800.00	10,015,779.32	10,004,009.50	10,000,000.00	10,000,000.00	31	31	4.260	107,636.25	196,823.20
T-Note 4.875 4/30/2026	91282CKK6	6/10/2025	4/30/2026	0.00	10,064,062.50	0.00	10,000,000.00	0.00	10,000,000.00	304	304	4.875	26,494.56	80,808.42
T-Note 5 10/31/2025	91282CJE2	1/31/2025	10/31/2025	10,047,565.25	10,022,656.25	10,041,628.64	10,023,926.74	10,000,000.00	10,000,000.00	123	123	4.260	106,615.00	82,880.44
T-Note 5 9/30/2025	91282CJB8	12/5/2024	9/30/2025	10,036,600.00	10,015,700.00	10,036,181.92	10,018,189.82	10,000,000.00	10,000,000.00	92	92	4.249	106,324.84	124,316.94
Sub Total/Average US Treasury				65,051,594.95	70,084,931.25	65,021,358.57	70,017,737.15	65,000,000.00	70,000,000.00	166	166	4.345	680,065.88	822,547.48
Total / Average				120,987,488.59	114,953,308.21	120,985,060.42	114,897,870.99	121,105,793.64	114,934,376.96	126	126	4.223	1,231,079.53	952,015.53

City of West University Place
Quarterly Investment Report - By Transaction
Begin Date: 3/31/2025, End Date: 6/30/2025

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Ending Face Amount/Shares	Beginning MV	Ending MV	Beginning BV	Ending BV	Beginning YTM @ Cost	Ending YTM @ Cost	Ending Market Accrued Interest	Interest/Dividends	Interest Earned During Period-BV
Cash												
JPMorgan Chase Cash	CASH8159	674,236.68	1,406,370.89	674,236.68	1,406,370.89	674,236.68	1,406,370.89	0.000	0.000	N/A	0.00	0.00
Cash		674,236.68	1,406,370.89	674,236.68	1,406,370.89	674,236.68	1,406,370.89	0.000	0.000	0.00	0.00	0.00
Local Government Investment Pool												
LGIP LGIP	TEXASCLASS	11,174,183.04	11,292,561.87	11,174,183.04	11,292,561.87	11,174,183.04	11,292,561.87	4.254	4.215	N/A	118,378.83	118,378.83
LGIP LGIP	TEXPOOL	19,257,373.92	12,235,444.20	19,257,373.92	12,235,444.20	19,257,373.92	12,235,444.20	4.335	4.297	N/A	228,645.88	228,645.88
Local Government Investment Pool		30,431,556.96	23,528,006.07	30,431,556.96	23,528,006.07	30,431,556.96	23,528,006.07	4.305	4.258	0.00	347,024.71	347,024.71
US Agency												
FAMC 4.07 2/17/2026	31424WWT5	10,000,000.00	10,000,000.00	9,993,900.00	9,994,100.00	10,000,000.00	10,000,000.00	4.070	4.070	116,447.22	0.00	100,619.44
FHLB 5 4/10/2025	3130B0TL3	5,000,000.00	0.00	4,990,900.00	0.00	4,999,926.55	0.00	5.061		0.00	125,000.00	6,323.45
FNMA 0.375 8/25/2025	3135G05X77	10,000,000.00	10,000,000.00	9,845,300.00	9,939,900.00	9,857,981.66	9,945,756.88	4.025	4.025	13,020.83	0.00	97,046.05
US Agency		25,000,000.00	20,000,000.00	24,830,100.00	19,934,000.00	24,857,908.21	19,945,756.88	4.253	4.048	129,468.05	125,000.00	203,988.94
US Treasury												
T-Bond 4.25 1/31/2026	91282CJV4	10,000,000.00	10,000,000.00	10,025,000.00	9,996,900.00	10,017,708.33	10,012,442.13	4.028	4.028	176,104.97	0.00	101,570.81
T-Note 2.875 4/30/2025	9128284M9	5,000,000.00	0.00	4,994,050.00	0.00	4,991,553.37	0.00	5.009		0.00	71,875.00	20,359.61
T-Note 3 10/31/2025	9128285J5	10,000,000.00	10,000,000.00	9,934,179.70	9,953,906.25	9,928,960.62	9,959,168.96	4.242	4.242	49,728.26	150,000.00	104,798.48
T-Note 4.25 5/31/2025	91282CHD6	10,000,000.00	0.00	10,000,100.00	0.00	9,989,546.37	0.00	4.889		0.00	212,500.00	81,676.16
T-Note 4.5 3/31/2026	91282CKH3	0.00	10,000,000.00	0.00	10,028,906.25	0.00	10,000,000.00		4.500	111,885.25	0.00	24,590.17
T-Note 4.75 7/31/2025	91282CHN4	10,000,000.00	10,000,000.00	10,014,100.00	10,002,800.00	10,015,779.32	10,004,009.50	4.260	4.260	196,823.20	0.00	107,636.25
T-Note 4.875 4/30/2026	91282CKK6	0.00	10,000,000.00	0.00	10,064,062.50	0.00	10,000,000.00		4.875	80,808.42	0.00	26,494.56
T-Note 5 10/31/2025	91282CJE2	10,000,000.00	10,000,000.00	10,047,565.25	10,022,656.25	10,041,628.64	10,023,926.74	4.260	4.260	82,880.44	250,000.00	106,615.00
T-Note 5 9/30/2025	91282CJB8	10,000,000.00	10,000,000.00	10,036,600.00	10,015,700.00	10,036,181.92	10,018,189.82	4.249	4.249	124,316.94	0.00	106,324.84
US Treasury		65,000,000.00	70,000,000.00	65,051,594.95	70,084,931.25	65,021,358.57	70,017,737.15	4.373	4.345	822,547.48	684,375.00	680,065.88
		121,105,793.64	114,934,376.96	120,987,488.59	114,953,308.21	120,985,060.42	114,897,870.99	4.307	4.223	952,015.53	1,156,399.71	1,231,079.53

City of West University Place
Quarterly Transaction Summary - by Action
Begin Date: 03/31/2025, End Date: 06/30/2025

Description	CUSIP/Ticker	Coupon Rate	Security Sector	Security Type	Maturity Date	Settlement Date	Trade Date	Face Amount/Shares	Principal	Interest/Dividends	Total	Price	YTM @ Cost
Buy													
T-Note 4.5 3/31/2026	91282CKH3	4.500	US Treasury	Treasury Note	3/31/2026	6/10/2025	6/9/2025	10,000,000.00	10,000,000.00	87,295.08	10,087,295.08	100	4.500
T-Note 4.875 4/30/2026	91282CKK6	4.875	US Treasury	Treasury Note	4/30/2026	6/10/2025	6/9/2025	10,000,000.00	10,000,000.00	54,313.86	10,054,313.86	100	4.875
Sub Total / Average Buy								20,000,000.00	20,000,000.00	141,608.94	20,141,608.94		
Deposit													
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	5/31/2025	5/31/2025	5,366,090.24	5,366,090.24	0.00	5,366,090.24	100	0.000
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	4/30/2025	4/30/2025	4,847,206.66	4,847,206.66	0.00	4,847,206.66	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/30/2025	6/30/2025	65,310.60	65,310.60	0.00	65,310.60	100	0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/30/2025	6/30/2025	39,050.77	39,050.77	0.00	39,050.77	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/25/2025	6/25/2025	5,452.60	5,452.60	0.00	5,452.60	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/25/2025	6/25/2025	16,210.60	16,210.60	0.00	16,210.60	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/11/2025	6/11/2025	22,703.33	22,703.33	0.00	22,703.33	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/11/2025	6/11/2025	51,895.27	51,895.27	0.00	51,895.27	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/10/2025	6/10/2025	607.00	607.00	0.00	607.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/6/2025	6/6/2025	32.47	32.47	0.00	32.47	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/5/2025	6/5/2025	5,052.19	5,052.19	0.00	5,052.19	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/5/2025	6/5/2025	14,509.52	14,509.52	0.00	14,509.52	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/3/2025	6/3/2025	10,000,000.00	10,000,000.00	0.00	10,000,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/31/2025	5/31/2025	90,279.66	90,279.66	0.00	90,279.66	100	0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/31/2025	5/31/2025	40,182.69	40,182.69	0.00	40,182.69	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/30/2025	5/30/2025	5,083.88	5,083.88	0.00	5,083.88	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/29/2025	5/29/2025	4,424.00	4,424.00	0.00	4,424.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/29/2025	5/29/2025	12,809.02	12,809.02	0.00	12,809.02	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/22/2025	5/22/2025	12,134.82	12,134.82	0.00	12,134.82	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/22/2025	5/22/2025	32,740.77	32,740.77	0.00	32,740.77	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/12/2025	5/12/2025	878.50	878.50	0.00	878.50	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/8/2025	5/8/2025	4,013.96	4,013.96	0.00	4,013.96	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/8/2025	5/8/2025	11,566.75	11,566.75	0.00	11,566.75	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/7/2025	5/7/2025	55.23	55.23	0.00	55.23	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/6/2025	5/6/2025	10,827.35	10,827.35	0.00	10,827.35	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/6/2025	5/6/2025	31,519.01	31,519.01	0.00	31,519.01	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/1/2025	5/1/2025	5,000,000.00	5,000,000.00	0.00	5,000,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/30/2025	4/30/2025	73,055.62	73,055.62	0.00	73,055.62	100	0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/30/2025	4/30/2025	39,145.37	39,145.37	0.00	39,145.37	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/28/2025	4/28/2025	11,234.93	11,234.93	0.00	11,234.93	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/28/2025	4/28/2025	33,143.22	33,143.22	0.00	33,143.22	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/16/2025	4/16/2025	10,732.91	10,732.91	0.00	10,732.91	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/16/2025	4/16/2025	31,402.08	31,402.08	0.00	31,402.08	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/14/2025	4/14/2025	5,000,000.00	5,000,000.00	0.00	5,000,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/10/2025	4/10/2025	1,190.10	1,190.10	0.00	1,190.10	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/9/2025	4/9/2025	16,547.44	16,547.44	0.00	16,547.44	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/9/2025	4/9/2025	48,049.54	48,049.54	0.00	48,049.54	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/7/2025	4/7/2025	33.54	33.54	0.00	33.54	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/4/2025	4/4/2025	20,172.72	20,172.72	0.00	20,172.72	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/4/2025	4/4/2025	58,060.49	58,060.49	0.00	58,060.49	100	0.000
Sub Total / Average Deposit								31,033,404.85	31,033,404.85	0.00	31,033,404.85		
Interest													
FHLB 5 4/10/2025	3130B0TL3	5.000	US Agency	FHLB Bond	4/10/2025	4/10/2025	4/10/2025	0.00	0.00	125,000.00	125,000.00		0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/30/2025	6/30/2025	0.00	0.00	65,310.60	65,310.60		0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/30/2025	6/30/2025	0.00	0.00	39,050.77	39,050.77		0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/31/2025	5/31/2025	0.00	0.00	90,279.66	90,279.66		0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/31/2025	5/31/2025	0.00	0.00	40,182.69	40,182.69		0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/30/2025	4/30/2025	0.00	0.00	73,055.62	73,055.62		0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/30/2025	4/30/2025	0.00	0.00	39,145.37	39,145.37		0.000
T-Note 2.875 4/30/2025	9128284M9	2.875	US Treasury	Treasury Note	4/30/2025	4/30/2025	4/30/2025	0.00	0.00	71,875.00	71,875.00		0.000
T-Note 3 10/31/2025	9128285J5	3.000	US Treasury	Treasury Note	10/31/2025	4/30/2025	4/30/2025	0.00	0.00	150,000.00	150,000.00		0.000
T-Note 4.25 5/31/2025	91282CHD6	4.250	US Treasury	Treasury Note	5/31/2025	5/31/2025	5/31/2025	0.00	0.00	212,500.00	212,500.00		0.000
T-Note 5 10/31/2025	91282CJE2	5.000	US Treasury	Treasury Note	10/31/2025	4/30/2025	4/30/2025	0.00	0.00	250,000.00	250,000.00		0.000
Sub Total / Average Interest								0.00	0.00	1,156,399.71	1,156,399.71		
Matured													
FHLB 5 4/10/2025	3130B0TL3	5.000	US Agency	FHLB Bond	4/10/2025	4/10/2025	4/10/2025	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0	0.000
T-Note 2.875 4/30/2025	9128284M9	2.875	US Treasury	Treasury Note	4/30/2025	4/30/2025	4/30/2025	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0	0.000
T-Note 4.25 5/31/2025	91282CHD6	4.250	US Treasury	Treasury Note	5/31/2025	5/31/2025	5/31/2025	10,000,000.00	10,000,000.00	0.00	10,000,000.00	0	0.000
Sub Total / Average Matured								20,000,000.00	20,000,000.00	0.00	20,000,000.00		

Withdraw													
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	6/30/2025	6/30/2025	9,481,162.69	9,481,162.69	0.00	9,481,162.69	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/30/2025	6/30/2025	200,000.00	200,000.00	0.00	200,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/25/2025	6/25/2025	400,000.00	400,000.00	0.00	400,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/23/2025	6/23/2025	250,000.00	250,000.00	0.00	250,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/13/2025	6/13/2025	200,000.00	200,000.00	0.00	200,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/11/2025	6/11/2025	500,000.00	500,000.00	0.00	500,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/10/2025	6/10/2025	10,110,667.48	10,110,667.48	0.00	10,110,667.48	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/10/2025	6/10/2025	10,112,933.36	10,112,933.36	0.00	10,112,933.36	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	6/5/2025	6/5/2025	250,000.00	250,000.00	0.00	250,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/29/2025	5/29/2025	350,000.00	350,000.00	0.00	350,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/22/2025	5/22/2025	400,000.00	400,000.00	0.00	400,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/15/2025	5/15/2025	200,000.00	200,000.00	0.00	200,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/8/2025	5/8/2025	300,000.00	300,000.00	0.00	300,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	5/2/2025	5/2/2025	150,000.00	150,000.00	0.00	150,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/29/2025	4/29/2025	450,000.00	450,000.00	0.00	450,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/25/2025	4/25/2025	1,150,058.00	1,150,058.00	0.00	1,150,058.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/17/2025	4/17/2025	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/16/2025	4/16/2025	300,000.00	300,000.00	0.00	300,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	4/2/2025	4/2/2025	400,000.00	400,000.00	0.00	400,000.00	0	0.000
Sub Total / Average Withdraw								37,204,821.53	37,204,821.53	0.00	37,204,821.53		



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

Meeting Date	07.28.2025	Agenda Item	7C
Approved by City Manager	Yes	Presenter(s)	R. Brown, Director
Reviewed by City Attorney	N/A	Department	Information Technology
Subject	Aqua Metric Water Utility Software		
Attachments	1. Contract 2. Invoice		
Financial Information	Expenditure Required:	\$58,605.79	
	Amount Budgeted:	\$62,000	
	Account Number:	502-8010-74018	
	Additional Appropriation Required:	Not Applicable	
	Additional Account Number:	Not Applicable	

Executive Summary

This contract is for the annual Software-as-a-Service (SaaS) and support fees for the City's water utility data and customer portal services for FY 2025–2026. This service agreement ensures continued operation and support of Sensus Analytics, Customer Portal, and related systems that provide water utility monitoring and customer engagement (H2O Online).

The annual cost is \$58,605.79, which includes fees for the RNI (Regional network interface) and Sensus Analytics platforms, base station warranties, customer portal services, text messaging, and technical support. This contract has been in place since 2022.

Recommended Action

Staff recommends that the City Council approve the contract with Aqua-Metric Sales Company in the amount of \$58,605.79; and authorize the City Manager to execute the contract.

THIRKETTLE CORPORATION
ANNUAL SERVICES AGREEMENT

This Annual Services Agreement (the "Agreement") is made by and between Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation, having its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 ("Aqua-Metric") and City of West University Place, having its principal location at 3800 University Blvd., West University Place, Texas 77005 (the "Client"). Aqua-Metric and Client are each referred to individually as "Party" or collectively as the "Parties". The Parties agree as follows:

RECITALS

- A. Aqua-Metric has been engaged by Client to provide (a) Sensus RNI and Sensus Analytics Software-as-a-Service (the "SaaS Services") hosted services required for the daily operation of the FlexNet System; and (b) Maintenance and Support services for the infrastructure and software (the "Support Services").
- B. Aqua-Metric agrees to, in accordance with the terms of this Agreement, perform the services and supply the goods as described in the attached Exhibits and Appendices (the "Work"), which is attached hereto and made a part hereof for all purposes. This Agreement shall include the following:
 - i. This Annual Services Agreement
 - ii. Exhibit A: Annual Pricing
 - iii. Exhibit B: Support Standards

In consideration of the mutual agreements, covenants, representations and warranties contained herein, and in reliance thereon, intending to be legally bound, Aqua-Metric and Client agree as follows:

- 1. **TERM.** This Agreement shall commence on January 31, 2022 (the "Effective Date") and shall extend for one (1) year unless terminated earlier in accordance within the provisions of this Agreement or otherwise extended by the parties. This Agreement will automatically renew for additional one (1) year terms unless terminated pursuant to the terms hereunder.
- 2. **SERVICES.**
 - 2.1. This Agreement sets forth the annual SaaS Services, terms, and/or conditions billed by Aqua-Metric to Client on an annual recurring basis beginning on the first anniversary from the date the first year SaaS Services fees have been invoiced by Aqua-Metric to Client. For clarity, Aqua-Metric will invoice first year SaaS Services fees concluding the RNI commissioning and Client shall pay for the first year SaaS Services fees within the terms and conditions as defined in the Thirkettle Corporation Master Services Agreement (the "Master Agreement"). The annual fees outlined in Exhibit A hereto represent the second year fees.
 - 2.2. Annual Support Services shall begin on the first anniversary of the implementation date and shall automatically renew annually for succeeding one (1) year periods.
- 3. **PRICING AND PAYMENT.** Subject to the provisions of this Agreement, Client shall pay Aqua-Metric for the annual software hosting and support fees (the "Annual Services") in the amount set forth herein Exhibit A.
 - 3.1. Aqua-Metric shall automatically invoice Client for payment within sixty (60) days prior to the anniversary date of implementation. Client shall issue payment within thirty (30) days of receipt of invoice. This Agreement is subject to the Texas Prompt Payment Act, Texas Government Code Ch. 2251.
 - 3.2. Annual Services shall automatically renew each year on the anniversary of the implementation date and will continue through the duration of Client's continued use of the Annual Services. Annual Services will incur an automatic three percent (3%) annual increase to the antecedent fee for service.
 - 3.3. In the event Client wishes to discontinue the Annual Services, Client shall provide Aqua-Metric written notification pursuant to Section 13 prior to the subsequent annual invoice; at which time Aqua-Metric's Annual Services shall cease pursuant to Section 5. Client's failure to give Aqua-Metric notice prior to renewal will result in automatic renewal and Client agrees to pay for subsequent Annual Services.

- 3.4. Reinstatement of lapsed Annual Services will require full payment of outstanding or past due Annual Service fees that would have been due from the renewal of the last active period through the reinstatement date plus a twenty-five percent (25%) reinstatement fee. Payment of the applicable amount for the current support period will be due upon reinstatement. This reinstatement policy applies if services have been cancelled or there is a lapse in coverage, such as for nonpayment of fees.
- 3.5. All pricing and payments shall be in US currency.
4. **MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS.** No modification or amendment to this Agreement or the Work herein shall be binding upon either Party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each Party. Aqua-Metric and Client each acknowledge additional product and services not detailed or described herein may be required to complete the Work. Either Party may initiate a request to modify, add or remove additional product or services. No additional product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.
5. **SUSPENSION OR TERMINATION OF SERVICE.** Client may discontinue Support Services upon written notice to Aqua-Metric pursuant to Section 13 prior to the renewal anniversary. In the event of termination of the Support Services, Client acknowledges and agrees Aqua-Metric and/or Sensus will not be held responsible to diagnose, troubleshoot, update, repair, or replace any software previously purchased by Client. Client will be responsible for the purchase of hardware, software Updates or Upgrades, or hourly support and maintenance fees described in Exhibit B.
6. **OWNERSHIP.**
- 6.1. **Aqua-Metric Materials.** Aqua-Metric or its suppliers shall retain all right, title and interest (including but not limited to copyright and other proprietary or intellectual property rights) in the Aqua-Metric Confidential Information, the Aqua-Metric Proprietary Materials (excluding Client Work Product, Client Data and Client Confidential Information).
- 6.2. **Client Materials.** The Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client Work Product, Client Confidential Information and Client Data. Aqua-Metric may access Client Data only to respond to AMI services or technical problems or at the Client's request, and for the purposes of hosting such Client Data in connection with the provision of the AMI Services to the Client. Without limiting the generality of the foregoing, Aqua-Metric agrees that information and data on how the AMI Services are used by Client (such as, but not limited to, benchmarking data, usage patterns and roles) constitute Client Confidential Information and may only be used by Aqua-Metric to improve the delivery of AMI Services for Client, and may not be used for other purposes, and may not be distributed, transferred in detail or summary form to any third party without the express written consent of Client.
7. **CONFIDENTIAL INFORMATION.**
- 7.1. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, which shall control, subject to the terms of this Section. **Subject to the Texas Public Records Act**, the Client will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Client Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or

disclosure. All Client Data shall be deemed Client Confidential Information for purposes of this Agreement and the protections and requirements set forth herein.

- 7.2. The Client acknowledges that Aqua-Metric may use products, materials, or methodologies proprietary to Aqua-Metric. The Client agrees that Aqua-Metric's provision of services under this Agreement shall not be grounds for the Client to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Aqua-Metric, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Client as confidential and shall not disclose any such information to a third party without the prior written approval of the Client. Subcontractors and affiliates of Aqua-Metric who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.
- 7.3. Unauthorized Access. Aqua-Metric shall store and maintain Client Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt Client Information in any way. Aqua-Metric shall notify the Client immediately if the security or integrity of any Client information has been compromised or is believed to have been compromised, in which event, Aqua-Metric shall, in good faith, use all commercially reasonable efforts to cooperate with the Client in identifying what information has been accessed by unauthorized means and shall fully cooperate with the Client to protect such information from further unauthorized disclosure.

8. COMPLIANCE WITH LAWS

- 8.1. Aqua-Metric Compliance with Laws. Aqua-Metric will perform its obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Aqua-Metric and Aqua-Metric's business, activities, Aqua-Metric's facilities and the provision of Services hereunder, including Laws of any country or jurisdiction from which or through which Aqua-Metric provides the Services or obtains resources or personnel to do so; and (ii) applicable to Client and Client's affiliates. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound, including the Laws of each and every jurisdiction applicable to Client, Aqua-Metric, this Agreement and the performance of the Services.
- 8.2. Client Compliance with Laws. Client will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Client's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

9. LIMITED WARRANTIES, REPRESENTATIONS AND COVENANTS

- 9.1. Aqua-Metric represents, warrants and covenants as follows:
 - a. Aqua-Metric has the right to enter into this Agreement and perform in accordance with the terms of this Agreement, and such actions do not violate any third-party agreement or other obligation by which Aqua-Metric is bound.
 - b. Aqua-Metric is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
 - c. Aqua-Metric has the full right, corporate power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

- d. The execution of this Agreement by Aqua-Metric's representative herein has been duly authorized by all necessary corporate action of Aqua-Metric.

10. DISCLAIMER OF WARRANTIES.

- 10.1. **DISCLAIMER.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; provided; however any such warranties received by Aqua-Metric from its supplies shall be passed on to Client.
- 10.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.
- 10.3. **Limitations.** Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Client may suffer arising out of use, or inability to use, the Services.

11. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

- 11.1. **DISCLAIMER OF CERTAIN DAMAGES.** IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION.

- 12.1. **Aqua-Metric's Obligation.** Aqua-Metric shall defend, indemnify and hold each Client Indemnitee (as defined below) harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on a Client Indemnitee arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) alleging any Product, Software or any Service infringes any valid and issued patent, copyright, or trademark or similar property right of a third party, (ii) for personal injuries, death or damage to tangible personal and real property caused by the gross negligence or willful misconduct of Aqua-Metric, its employees, or agents; (iii) relating to or arising out of Aqua-Metric's failure to comply with applicable law; and (iv) relating to or arising out of Aqua-Metric's breach of its confidentiality obligations hereunder. "Client Indemnitee" shall mean Client, and its respective officers, directors, employees, agents, successors and assigns.
- 12.2. **Client Obligation.** To the extent allowed by the laws of the State of Texas **Error! Reference source not found.**, Client shall defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Client, its employees, contractors or agents other than Aqua-Metric.

13. TERMINATION.

- 13.1. Either Party may terminate this Agreement by providing one hundred twenty (120) days prior written notice of termination (the "Termination Period") to the other Party.

- 13.2. **Breach.** Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty; provided, 1) breach is not a result of one of the events defined in Section 23, 2) breach is not cured within the Cure Period hereunder Section 13.4 with such period being extended as necessary for the breaching Party to have a reasonable amount of time to cure, provided the breaching Party begins to cure such breach or violation within the Cure Period and diligently pursues completion of the same, and 3) the breaching Party shall have reasonable time in addition to such Cure Period to cure such breach within the Cure Period and diligently pursues such cure.
- 13.3. **Duties and Obligations of the Parties.** In the event that this Agreement is terminated prior to the Expiration Date, the Client shall pay Aqua-Metric for services actually rendered up to the effective date of termination and Aqua-Metric shall continue to provide the Client with services requested by the Client and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Aqua-Metric shall provide the Client with copies of all completed or partially completed documents prepared under this Agreement contemporaneously with the Client making a final payment to Aqua-Metric in the amount consistent with services rendered as of the date of termination, including such subscription services the Aqua-Metric has contracted for in fulfillment of the terms of this Agreement. In the event Aqua-Metric has received access to Client information or data as a requirement to perform services hereunder, Aqua-Metric shall return all Client provided data to the Client in a machine-readable format or other format deemed acceptable to the Client, in the Client's reasonable discretion.
- 13.4. **Cure Period.** As used in this Agreement, "Cure Period" means a period of thirty (30) days after receipt by a breaching Party of written notice from the non-breaching Party that this Agreement has been breached; provided, however, no Cure Period shall be permitted if a Party to this Agreement is found to have already breached this Agreement three (3) times.
14. **INFORMAL DISPUTE RESOLUTION.** Except in the event of termination pursuant to Section 13, if either Aqua-Metric or Client has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties shall submit the matter to non-binding mediation in within the county seat of Harris County, Texas. **Error! Reference source not found.** The mediator shall be agreed to by the Parties. If the Parties cannot agree on a mediator, each Party shall select a mediator and the mediators selected by the Parties shall select a mediator to mediate the dispute. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the Parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the Parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either Party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.
15. **JURISDICTION AND VENUE.** This Agreement has been executed and delivered in the State of Texas and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of Texas. Both parties further agree that Harris County, Texas, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

16. **MODIFICATIONS, AMENDMENTS OR WAIVERS.** No modifications or amendments to the Agreement, and no waiver of any provisions hereof shall be valid unless in writing signed by duly authorized representatives of the parties.
17. **NONWAIVER.** Any failure or delay by either party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under this Agreement. The waiver by either party of a breach of any term, condition or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.
18. **NOTICES.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or mailed, postage prepaid, by first class, certified or registered mail, by messenger or courier, and addressed as provided below. The address to which the notice(s) or communications may be given by either party may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties. All notices permitted or required to be given by either party under this Agreement to the other shall be in writing through each party's authorized representative(s) as follows:

If to Aqua-Metric:

Thirkettle Corporation
DBA Aqua-Metric Sales Company
Attn: Christopher Newville
16914 Alamo Parkway, Building 2
Selma, TX 78154
Email: chris.newville@aqua-metric.com

If to Client:

City of West University Place
Attn: City Attorney's Office
3800 University Blvd.
West University Place, Texas, 77005
Email: _____
With copy to: _____

19. **REMEDIES.** Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
20. **SEVERABILITY.** If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.
21. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).
22. **AUTHORIZED REPRESENTATIVE.** Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"), any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument, document or agreement to which it is

a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.

23. **FORCE MAJEURE.** Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic or delays in product shipment caused by any of the preceding events, provided payment obligations shall not be so excused. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.
24. **ENTIRETY OF AGREEMENT.** This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Client and Aqua-Metric, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.
25. **ASSIGNMENT.** Aqua-Metric may not assign any of their respective rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, including any assignment or transfer in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party. Any attempted assignment in breach of this Section shall be void and Client shall have the right to terminate this Agreement as set forth herein. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
26. **DEFINITIONS.**
- a. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by Client or Aqua-Metric, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.
 - b. "Client Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of Client, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of Client or any Client Affiliate to Aqua-Metric regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Aqua-Metric as a result of and/or as part of the Services, regardless of whether considered Confidential Information.
 - c. "Documentation" means all publications and documentation relating to the use or operation of the Products, Software and Services provided hereunder, such as reference, user, installation, systems administration and technical guides.
 - d. "Fees" mean the Product Costs, Service fees and the SaaS Services fees.
 - e. "Software" means the computer software described as such in the Sensus Inc. Agreement, in machine-readable form only, as well as any Updates which may be provided pursuant to the terms of this Agreement.
 - f. "Subscription Services" mean the hosting and software services performed by Sensus Inc. and Aqua-Metric.
 - g. "Subscription Services Fees" means the fees for Client's continued use of the RNI or Sensus Analytics.
 - h. "Support Services" means the annual maintenance and support services provided by Aqua-Metric and Sensus.
 - i. "Support Services Fees" means the fees for Client's use of the Support Services.
 - j. "Training" means the instructional training provided by Aqua-Metric to Client regarding access to and proper use and operation of the software and services.
 - k. "Updates" means minor enhancements, improvements, patches or modifications released to improve performance or fix errors in previous versions of software applications developed by Sensus or third-party developers.

1. "Upgrade" means a release of the software or a change to the existing software and/or hardware containing major new features, functionality and/or performance improvements that would enable the existing software and/or hardware configuration to perform to the level of the next version of the software and/or hardware configuration and is designed to replace the older software and/or hardware version of the same product and/or extend the useful life of that product.

[Signature page on following page]

27. COUNTERPARTS AND ELECTRONIC SIGNATURE. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Client signatory represents and warrants that the signatory has all necessary authorization to purchase and pay for the Services indicated herein.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CLIENT AND AQUA-METRIC (OR ITS APPLICABLE AFFILIATE).

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the parties hereto as of the date signed by both parties below.

THIRKETTLE CORPORATION
DBA AQUA-METRIC SALES COMPANY
4050 Flat Rock Drive
Riverside, CA 92505

City of West University Place
3800 University Blvd.
West University Place, Texas 77005



Signature
Michael F. Wood

Name (Printed or Typed)
Chief of Technology

Title
2/25/2022

Date



Signature
David Freeman

Name (Printed or Typed)
City Manager

Title
4-22-22

Date

**EXHIBIT A
ANNUAL PRICING**



Kristy Segarra - Manager, Bids & Proposals
 14914 Alamo Parkway, Building 2 • Salina, TX 78154
 Phone: (210) 967-6300 • Fax: (210) 967-6305
 Email: kristy.segarra@aqua-metric.com
 www.aqua-metric.com



July 12, 2021

Quote for: City of West University Place, Texas
 Attention: Danny Cameron
 Address: 3800 University Boulevard
 City, State, ZIP: West University Place, Texas 77005
 Email: dcameron@westutx.gov

Quantity	Description	Unit Price	Extended
Sensus Analytics Upgrade: Year Two Service Fees			
1	Annual RNI Software-as-a-Service (SaaS) Fee, Water Only ^{1,2}	\$12,366.52	\$12,366.52
1	Annual Sensus Analytics Enhanced SaaS Fee, Water Only ^{1,2}	\$12,366.52	\$12,366.52
2	Annual Basestation Extended Warranty ³	\$3,644.14	\$7,288.28
1	Annual Aqua-Metric Support ⁴	\$13,238.50	\$13,238.50
	Total:		\$45,259.82
Customer Portal: Year Two Service Fees			
1	Annual Customer Portal Core - Minimum User Fee for 1,500 Users, Water Only ⁵	\$6,901.00	\$6,901.00
TBD	Annual Customer Portal Core - Additional User Fee per Each User Over Initial 1,500, Water Only ^{5,6}	\$2.68	To Be Determined
1	Annual Customer Portal Text Message Block for 1,500 Users, Water Only ^{1,2}	\$231.75	\$231.75
1	Annual Customer Portal Support ⁴	\$4,506.25	\$4,506.25
	Total:		\$11,639.00

This quotation on the product and services named, may be subject to the conditions noted below:

1. Net 30 Days to Pay
2. Freight Allow on single orders over \$7,500.00
3. Quote is valid until June 31, 2022.
4. Return product may be subject to 25% restocking fee
5. 3% Yearly Increase on all Annual Services; Minimum 5 Year Term
6. Annual AMI pricing based on 5,636 Water Services.
7. Pricing does not include bonding
8. Pricing includes Sensus integration with third-party software. Third-party software integration to Sensus not included in pricing - to be direct with third-party software company.
9. Any additional items beyond quote above subject to negotiations.

EXHIBIT B
SUPPORT STANDARDS

1. Aqua-Metric Obligations. Aqua-Metric shall provide the following additional Support Services to Client:
 - 1.1. Telephone Hotline/Help Desk. Aqua-Metric shall continuously provide a telephone number for Client personnel to call for all purposes regarding Support Services. Client's help desk shall be monitored by members of the Aqua-Metric support team.
 - 1.2. Enhancements and New Features. Aqua-Metric shall provide or ensure Sensus provides all enhancements to the Subscription Services.
 - 1.3. Documentation. Aqua-Metric shall provide any and all updated Documentation, as applicable, for the Services, Products, and any enhancements provided to Client as such Documentation are generally released, or more frequently if significant errors and/or discrepancies are discovered in such Documentation.
2. Client Responsibilities. Client shall cooperate with Aqua-Metric in the performance of Aqua-Metric's obligations by performing the tasks set forth below. Provided however, that in no event shall any failure by Client to act as described below shall not be interpreted as or result in a breach of this Agreement:
 - 2.1. Assist Aqua-Metric in the development of support procedures.
 - 2.2. Ensure end users follow established support procedures.
 - 2.3. End users will employ reasonable efforts to solve problems/address requests before calling the help desk.
 - 2.4. Maintain local network and devices.
3. Resolution of Defects.
 - 3.1. Defect Levels. Client shall classify, or reclassify, as applicable, all Defects as Critical, Impactful, Routine, and Application Question pursuant to the definitions set forth below in Section 4.
 - 3.2. Reporting of Defects. Reports of Defects (an "Incident Report") will be made through Aqua-Metric's support center via email or telephone at numbers to be provided by Aqua-Metric to Client. Aqua-Metric shall provide coverage and respond to incidents and defects according to Section 4 below.
4. Service Level Agreement.
 - 4.1. Critical. Critical issues are problems with the Services or Products which delay or preclude completion of Client's billing cycle or cycles. Critical issues include but are not limited to major communications issues, software component failures or software interaction failures, or failures of the Client's non-individual customer hardware which interfere with communications, post-processing or significant transfers of data. The Client may elevate any non-Critical issue to a Critical status when Aqua-Metric cannot develop a work-around or fix a non-Critical issue in a timely manner or when a non-Critical issue severely impacts Client resources. The Client may demote a Critical issue to a non-Critical status upon notice to Aqua-Metric.
 - 4.2. Impactful. Impactful issues are problems with the Services or Products that are less severe than Critical issues but delay completion of Client's billing cycle or cycles or interfere with the intended use of the overall metering infrastructure. While Aqua-Metric may be able to provide a work around on an individual customer basis for Impactful issues, due to the number of customers affected Impactful issues severely impact Client resources to affect the work-around. The Client may elevate or demote non-Impactful issues to Impactful status upon notice to Aqua-Metric.
 - 4.3. Routine. Routine issues are problems with the Services or Products which affect a small number of customers, and which do not imperil the completion of a billing cycle, and which may be worked around without significant impact to Client resources. Routine issues will typically comprise requests for guidance on best practices for use of the overall system, Service or Product usage, assistance with specific

metering or post-processing adjustments or modifications, or other issues which can be readily resolved. The Client may elevate or demote non-Routine issues to Routine status upon notice to Aqua-Metric.

- 4.4. **Application Questions.** Application Questions are problems, clarifications, or explanations related to the Services or Products which are intended to assist Client in making the best use of the overall metering infrastructure system. Application Questions may be in the form of "how-to" questions or instructions designed to facilitate interaction with the metering infrastructure system and will typically require "look-up" responses instead of active troubleshooting. The Client may elevate or demote non-Application Questions to Application Question upon notice to Aqua-Metric.
- 4.5. **Business Hours.** Business hours shall be considered to be 8:00 AM to 5:00 PM PST weekdays, excluding statutory holidays. It is unlikely that issues would be discovered and support requested outside stated business hours. Provided, however, Aqua-Metric will provide non-Business Hours support to the Client for Critical and Impactful issues.
- 4.6. **Call-Back.** When support services are requested, Aqua-Metric shall make return contact with Client to: (1) confirm that the request for support has been received; (2) to receive Client troubleshooting processes and results, and to make a counter-request for any additional information if so needed; and (3) to mutually agree upon a support level pursuant to the above definitions.
- 4.7. **Troubleshooting.** Troubleshooting begins when Aqua-Metric support personnel actively begin researching, investigating, and or testing the cause of the reported issue. Typically, troubleshooting activities will be performed in conjunction with Client personnel. Troubleshooting resources shall be provided consistent with the criticality and anticipated time line of the supported issue.

		Critical Issue	Impactful Issue	Routine Issue	Application Question
Call Back	Normal Business Hours	½ Hour	1 Hour	2 Hours	1 Hour
	Outside Business Hours	2 Hours	1 Business Day	2 Business Days	1 Business Day
Troubleshooting	Normal Business Hours	2 Hour	½ Business Day	1 Business Day	N/A
	Outside Business Hours	8 Hours	1 Business Day	2 Business Days	N/A
Resolution	Normal Business Hours	3 Business Days	4 Business Days	6 Business Days	1 Business Day
	Outside Business Hours	3 Business Days	4 Business Days	6 Business Days	1 Business Days



Aqua-Metric Sales, Co.

4050 Flat Rock Dr.
 Riverside, CA 92505
 TEL: 951-637-1400

Invoice Number: INV0107781

Invoice Date: 4/22/2025

Shipment Number: SHP0037578

Order Number: SO0083184

Order Date: 4/8/2025

Salesperson: 0014

Customer: WESTUNVRSTY

Bill To: Accountspayable@westutx.gov

City of West University Place
 ATTN: ACCOUNTS PAYABLE
 3800 UNIVERSITY BLVD
 HOUSTON, TX 77005-2802

Ship To:

City of West University Place
 3826 Amherst St
 Houston, TX 77005-2830

Customer PO	Ship Via	Delivery method	Terms	Project
SUPPORT 2026			NET30	

Quantity		BKO	Product	Tariff	Unit price	Total tax excluded
Shipped						
1	0	SUPPORTRNI	ANNUAL RNI SAAS FEE	0.00	12,737.52	12,737.52
			ENHANCED SAAS FEE, COVERAGE 05/17/2025 - 05/16/2026.			
1	0	SUPPORTANALYTIC	ANNUAL SENSUS ANALYTICS	0.00	12,737.52	12,737.52
			COVERAGE 05/17/2025 - 05/16/2026.			
1	0	SUPPORTPORTAL	ANNUAL CUSTOMER PORTAL CORE	0.00	7,108.03	7,108.03
			MIN USER FEE FOR 1,500 USERS, COVERAGE 05/17/2025 - 05/16/2026.			
2	0	SUPPORTTGB	ANNUAL BASESTATION	0.00	3,753.46	7,506.92
1	0	TEXTPORTAL	ANNUAL CUSTOMER PORTAL TEXT	0.00	238.70	238.70
			MESSAGE BLOCK FOR 1,500 USERS, WATER ONLY. COVERAGE 05/17/2025 - 05/16/2026.			
1	0	SUPPORTAQUA	ANNUAL AQUA-METRIC VAR SUPPORT	0.00	13,635.66	13,635.66
			COVERAGE 05/17/2025 - 05/16/2026.			
1	0	SUPPORTAQUA	ANNUAL CUSTOMER PORTAL SUPPORT	0.00	4,641.44	4,641.44
			COVERAGE 05/17/2025 - 05/16/2026.			

Tax excluded line total **58,605.79**

TAX EXCLUDED TOTAL **58,605.79**

Sales Tax 0.00

TOTAL TAX INCLUDED **58,605.79**

GRAND TOTAL **58,605.79**



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

Meeting Date	07.28.25	Agenda Item	7D
Approved by City Manager	Yes	Presenter(s)	M.Leech, Director
Reviewed by City Attorney	Yes	Department	Public Works
Subject	Harris-Galveston Subsidence District Interlocal Agreement (H2O Lab!)		
Attachments	Interlocal Agreement		
Financial Information	Expenditure Required:	\$114,000.00	
	Amount Budgeted:	\$114,000.00	
	Account Number:	4015050-74090	
	Additional Appropriation Required:	\$0.00	
	Additional Account Number:	\$0.00	

Executive Summary

West University Place has participated in the Harris-Galveston Subsidence District's (H-GSD) water conservation program, formerly known as WaterWise Education Program (WWEP), -now called H2O LAB! since 1998. Designed for 3rd through 6th grade students in Fort Bend, Galveston, and Harris counties, the program promotes early awareness of water conservation

As a sponsor of this program, the city is authorized to produce up to 50% of its annual water supply from groundwater. This participation in the -H2O LAB! program allows the city to offset a portion of the costs of purchasing surface water from the City of Houston, resulting in annual savings to the city of approximately \$444,500.

Recommended Action

Approve the H2O LAB! Interlocal Agreement with the Harris-Galveston Subsidence District and authorize the City Manager to execute the agreement.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into by and between the Harris-Galveston Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and City of West University Place, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

WITNESSETH:

WHEREAS, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals governed by Chapter 8801, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

WHEREAS, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

WHEREAS, the Subsidence District has designed a Water Conservation Education Program to increase water conservation awareness and activity primarily through education of elementary and intermediate students along with other water conservation program objectives and initiatives; and

WHEREAS, education in water conservation methods and technology has been demonstrated as an effective means of reducing water demand in households and businesses; and

WHEREAS, the education of elementary and intermediate students in the District's Water Conservation Education Program has been tested in area schools; and

WHEREAS, the plumbing retrofit devices used as part of the elementary and intermediate school education program have been tested in the Harris County Municipal Utility District No. 55,

jointly sponsored by that district, the Texas Water Development Board, and the Subsidence District, and have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

WHEREAS, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

WHEREAS, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

I.

PROGRAM ADMINISTRATION

1.01 The Subsidence District will coordinate the Program by establishing and maintaining programs designed to achieve reductions in water demand in municipal, industrial, commercial, educational, agricultural, recreational, and household use. In-school water conservation education programs may include:

- (A) providing school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and web-based applications, to area schools.
- (B) providing training to teachers and all support functions such as slide presentations, video presentations, publications, and program outlines;
- (C) conducting an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators, and parents, and provide the evaluation results to the Sponsor; and
- (D) providing information related to other water conservation program objectives and initiatives.

1.02 The Subsidence District shall provide water conservation credits as follows:

- (A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater for each Program sponsorship.
- (B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided, however, that the Certificates of Deposit will be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.
- (C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's permitted groundwater allocation by the amount of the water conservation credit by a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the Subsidence District in effect at the time of the permit.

1.03 The Subsidence District shall perform all coordination activities without additional charge to the Sponsor.

II. PAYMENT

2.01 The Sponsor agrees to 3000 sponsorships for the Program for one year from the date of the execution of this Agreement.

The Subsidence District agrees to pursue sponsorships at any school.

2.02 The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to \$38.00 per sponsorship. The above payment shall provide sponsorship for one year.

2.03 Upon renewal of this Agreement, the Sponsor may seek to adjust the number of sponsorships by providing a written request to the Subsidence District.

2.04 The Sponsor warrants that funds to support this program have been budgeted for the current fiscal year and will continue to be budgeted each year this Agreement is renewed.

2.05 This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

III.

TERM AND TERMINATION

3.01 The term of this Agreement shall be from the effective date hereof for the 2025-2026 academic year until termination by non-renewal by the Sponsor or termination of the program by the Subsidence District. This Agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

3.02 The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from Sponsor, and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

IV.

MISCELLANEOUS

4.01 Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

4.02 Each party to the contract is paying for the performance of the contract from current revenues and will pay for each subsequent year this Agreement continues from the revenues budget for that year. The parties agree that each party is paying fair compensation for the services or products rendered.

4.03 This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

4.04 The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

4.05 The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

SPONSOR

By: _____ (Title)

ATTEST:

By: _____
(Title)

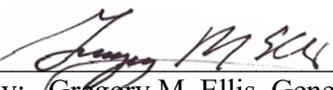
Date: _____

HARRIS-GALVESTON SUBSIDENCE DISTRICT



By: Michael J. Turco, General Manager

ATTEST:



By: Gregory M. Ellis, General Counsel