



City of West University Place

A Neighborhood City

CITY COUNCIL

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

STAFF

David Beach, City Manager
Scott Bounds, Olson & Olson, City Attorney
Thelma Gilliam, City Secretary

City Council Meeting Agenda

Notice is hereby given of a meeting of the West University Place City Council to be held on **October 23, 2023**, 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.

Residents can attend in-person, by telephone, or via Zoom. To attend the meeting via telephonic means, please call 346-248-7799 or you can join at <https://us02web.zoom.us/j/85689599520>. **The Meeting ID Number is 856 8959 9520.** Should you have difficulty entering the meeting or need assistance during the meeting, email westuzoom@westutx.gov.

Any person interested in speaking via Zoom on any item on the regular agenda or during public comments must submit his/her request via email to the City Secretary at tgilliam@westutx.gov at least **two (2) hours prior to the start of the meeting**. The request must include the speaker's name, address, and the phone number that will be used for the call, and the agenda item number or description, if applicable. Speakers will remain in a queue and muted until their time to speak. Handouts or other information must be emailed to tgilliam@westutx.gov no later than 24 hours prior to the start of the meeting. The information will be provided to Mayor and Council in advance of the meeting.

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

The agenda packet is accessible to the public on the City's website. A recording of this meeting will be made available to the public within three (3) business days after the meeting. **To obtain a hard copy of the agenda packet, please contact the City Secretary via the email address above.**

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.

Agenda is as follows:

1. **Call Regular Meeting to Order**

2. **Pledge of Allegiance**

Evan Castillo with Troop #55 will lead the Pledge.

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 item is discussed.

Speakers are advised that comments cannot be received on matters, which are the subject of a public hearing once the hearing has been closed. Public comments on matters on the agenda must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments.

Persons making personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. This rule does not prohibit criticism of the City or criticisms of actions or omissions of the City.

4. Chevron Houston Marathon

Matters related to the 2024 Chevron Houston Marathon. *Recommended Action: Authorize the City Manager to take necessary actions to support the 2024 Chevron Houston Marathon event in the city. Ms. Susan White, Parks and Recreation Director* [see Agenda Memo 4]

5. Boards and Commissions Appointments and Reappointments

Matters related to a resolution appointing and reappointing members to the various boards and commissions. *Recommended Action: Approve resolution appointing and reappointing members to the various boards and commission as outlined in the resolution for the 2023-2025 term. Ms. Thelma Gilliam, City Secretary* [See Agenda Memo 5]

6. Memorandum of Understanding with Tri-Sports

Matters related to approving the 2024 Memorandum of Understanding between West University Place and Tri-Sports. *Recommended Action: Authorize the City Manager to execute the 2024 Memorandum of Understanding between the City of West University Place and West University Tri-Sports. Ms. Susan White, Parks and Recreation Director* [see Agenda Memo 6]

7. Weslayan Traffic Corridor Update

Matters related to an update on the Weslayan Traffic Corridor. *Recommended Action: Discuss the update from Kimley Horn and take and take any desired action. Mr. Danny Cameron, Public Works Director* [see Agenda Memo 7]

8. Cast Iron Waterline Replacement Package B

Matters related to approval of a Professional Services Agreement for design of a cast iron waterline. *Recommended Action: Approve a Professional Services Agreement with IDS Engineering Group in the amount not to exceed \$297,060 and authorize the City Manager to execute the agreement. Mr. Danny Cameron, Public Works Director* [see Agenda Memo 8]

9. 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 October 9, 2023. *Recommended Action: Approve Minutes of October 9, 2023. Ms. Thelma Gilliam, City Secretary* [See Agenda Memo 9A]

B. Quarterly Investment Report

Matters related to receiving the City's Quarterly Investment Report. *Recommended Action: Receive Quarterly Investment Report. Ms. Marie Kalka, Finance Director* [See Agenda Memo 9B]

10. Adjourn Meeting

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

I certify that this notice and agenda of items to be considered by the West University Place City Council on October 23, 2023, was posted on the Municipal Building bulletin board on October 19, 2023, at approximately 3:30 p.m.

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



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

Meeting Date	10.23.2023	Agenda Item	
Approved by City Manager	Yes	Presenter(s)	S. White, Director
Reviewed by City Attorney	N/A	Department	Parks and Recreation
Subject	2024 Chevron Houston Marathon		
Attachments	Course Map		
Financial Information	Expenditure Required:	\$0	
	Amount Budgeted:	\$0	
	Account Number:	Not Applicable	
	Additional Appropriation Required:	\$0	
	Additional Account Number:	Not Applicable	

Executive Summary

The City of West University Place has historically supported the Chevron Houston Marathon by allowing a portion of the racecourse to be held within the city limits. To ensure the safety of participants and the efficiency of the race, the course streets must be closed to all vehicular traffic, beginning at 6:15 a.m. and re-opening by 11:15 a.m. on Sunday, January 14, 2024. “No Parking” signs will be temporarily placed along the route approximately 48 hours prior to the event.

The City also hosts an official “Marathon Hoopla Station” at City Hall, which is held at approximately the 11 mile mark of the marathon. The Hoopla Station is “home” to the annual Mayor’s Marathon Breakfast, which includes a lively band to help encourage the race participants and provides a location for invited guests to view the race and encourage the runners along.

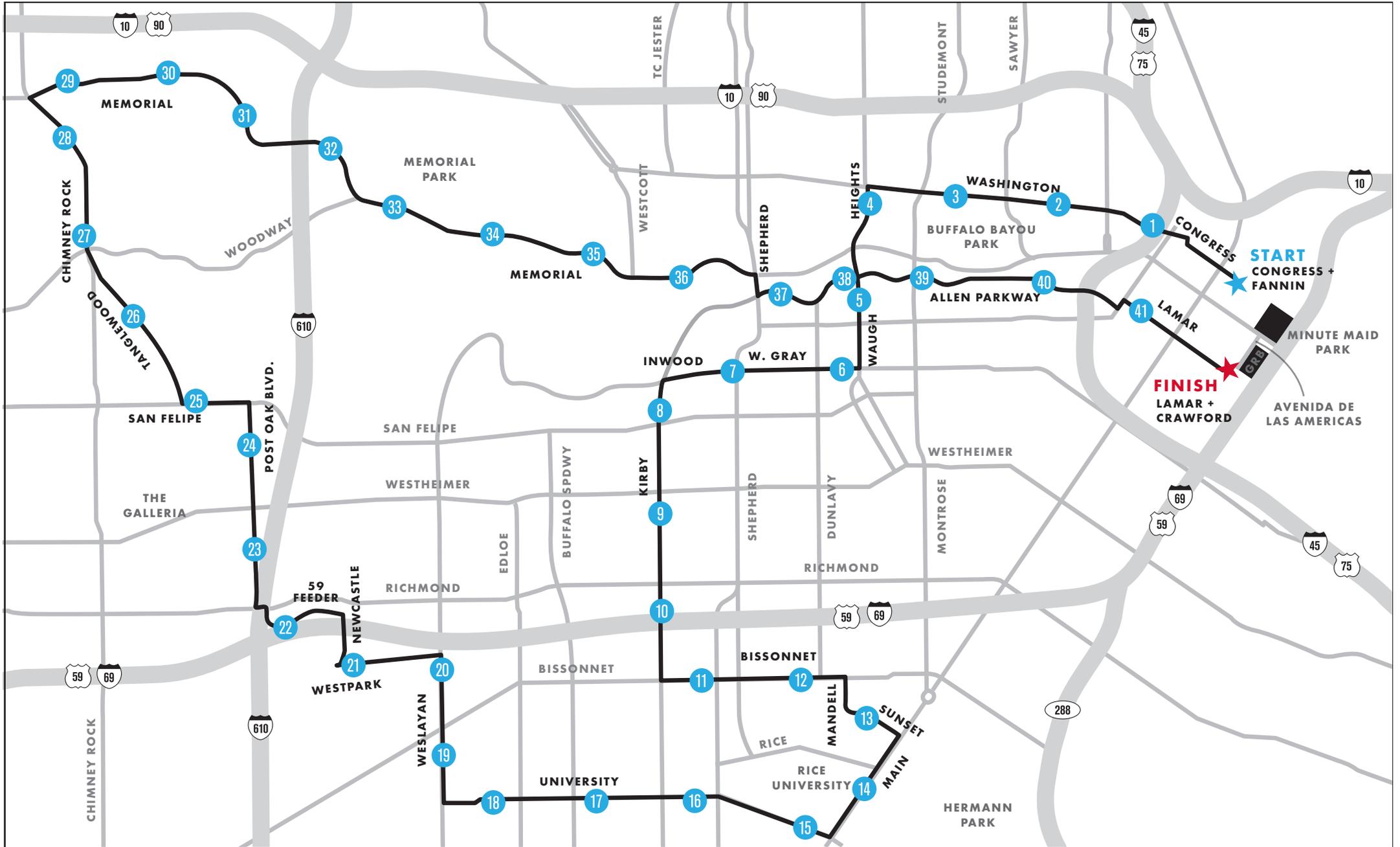
Recommended Action

Staff recommends that the City Council authorize the City Manager to take necessary actions to support the 2024 Chevron Houston Marathon event in the City.



COURSE MAP

CHEVRON HOUSTON MARATHON



CHEVRON HOUSTON
MARATHON

KILOMETER
MARKER

START
CONGRESS + FANNIN

FINISH
LAMAR + CRAWFORD



AGENDA MEMO

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

Meeting Date	10.23.2023	Agenda Item	5
Approved by City Manager	Yes	Presenter(s)	T. Gilliam, City Secretary
Reviewed by City Attorney	N/A	Department	Administration
Subject	Boards and Commissions – Appointments and Reappointments		
Attachments	Resolution		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:	N/A	
	Additional Appropriation Required:	N/A	
	Additional Account Number:	N/A	

Executive Summary

After interviewing 86 candidates to serve on the City's various boards and commissions, City Council met on the evening of September 22, 2023, to discuss the interviews and select candidates to appoint/reappoint to the Zoning and Planning Commission, the Zoning Board of Adjustment, the Building and Standards Commission, the Parks and Recreation Board, the Senior Services Board, and the Recycling and Solid Waste Reduction Board.

The appointments/reappointments are being confirmed by adoption of the attached resolution.

Recommended Action

Staff recommends that Council approve the resolution appointing/reappointing members to the various boards and commissions as outlined in the resolution.

RESOLUTION NUMBER XXXX-XX

A RESOLUTION APPOINTING OR REAPPOINTING MEMBERS TO THE ZONING AND PLANNING COMMISSION, ZONING BOARD OF ADJUSTMENT, BUILDING AND STANDARDS COMMISSION, PARKS AND RECREATION BOARD, THE RECYCLING AND THE SOLID WASTE REDUCTION BOARD, AND THE SENIOR SERVICES BOARD OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS

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

Section 1. The following persons are appointed or reappointed to serve as members of the **Zoning and Planning Commission** for a specific term of the specific position indicated below, under and subject to Article V of the City Charter, the Zoning Ordinance of the City and applicable State Law.

<u>APPOINTEE</u>	<u>POSITION</u>	<u>EFFECTIVE DATE</u>	<u>TERM ENDING</u>
John Cutrer	Position 1, Chair	November 1, 2023	October 31, 2025
Richard "Dick" Yehle	Position 2	November 1, 2023	October 31, 2025
Bob Powell	Position 3	November 1, 2023	October 31, 2025
Doug Rephlo	Position 4	November 1, 2023	October 31, 2025
Sam Mazzu, III	Position 5	November 1, 2023	October 31, 2025
Myrenda Takashima	Position 6	November 1, 2023	October 31, 2025
John Howard	Position 7	November 1, 2023	October 31, 2025

Section 2. That the following persons are appointed or reappointed to serve as members of the **Zoning Board of Adjustment** for specific terms of the specific position indicated below, under and subject to Article V of the City Charter, the Zoning Ordinance of the City and applicable State Law.

<u>APPOINTEE</u>	<u>POSITION</u>	<u>EFFECTIVE DATE</u>	<u>TERM ENDING</u>
Ross Fava	Position 1, Chair	November 1, 2023	October 31, 2025
Michael Tucker	Position 2	November 1, 2023	October 31, 2025
Francois Daube	Position 3	November 1, 2023	October 31, 2025
Jennifer Sickler	Position 4	November 1, 2023	October 31, 2025
Matthew "Mateo" Fisher	Position 5	November 1, 2023	October 31, 2025
Cameron Cuenod	Alternate A	November 1, 2023	October 31, 2025
Shaffer Braun	Alternate B	November 1, 2023	October 31, 2025
Nikhil Nayak	Alternate C	November 1, 2023	October 31, 2025
Zhandong "Zack" Liu	Alternate D	November 1, 2023	October 31, 2025

Section 3. That the following persons are appointed or reappointed to serve as members of the **Building and Standards Commission** for a specific term of the specific position indicated below, under Chapter 18 of the Code of Ordinances and Chapter 54 of the Texas Local Government Code.

APPOINTEE	POSITION	EFFECTIVE DATE	TERM ENDING
Jonathon Hance	Position 1, Chair	November 1, 2023	October 31, 2025
Bruce Beneke	Position 2	November 1, 2023	October 31, 2025
James Craig	Position 3	November 1, 2023	October 31, 2025
Matthew Brejot	Position 4	November 1, 2023	October 31, 2025
Eddie Matthews	Position 5	November 1, 2023	October 31, 2025
Gerry Spedale	Alternate A	November 1, 2023	October 31, 2025
Andy Fiedler	Alternate B	November 1, 2023	October 31, 2025
Spyros Maragos	Alternate C	November 1, 2023	October 31, 2025
Krishna Shah	Alternate D	November 1, 2023	October 31, 2025

Section 4. That the following persons are appointed or reappointed to serve as members of the **Parks and Recreation Board** for a specific term of the specific position indicated below, under and subject to Chapter 2, as last amended by Ordinance 1751.

APPOINTEE	POSITION	EFFECTIVE DATE	TERM ENDING
Samantha Morrison	Position 1	November 1, 2023	October 31, 2025
Stephanie Magers	Position 2, Chair	November 1, 2023	October 31, 2025
Richard Cunningham	Position 3	November 1, 2023	October 31, 2025
Sarah Barrett	Position 4	November 1, 2023	October 31, 2025
Rebecca Brownlie	Position 5	November 1, 2023	October 31, 2025
Ryan Firth	Position 6	November 1, 2023	October 31, 2025
Stephen Damiani	Position 7	November 1, 2023	October 31, 2025
Laura "LuLu" Lopez	Position 8	November 1, 2023	October 31, 2025
Maryann Grahmann	Position 9	November 1, 2023	October 31, 2025
Arlene Wells	Position 10	November 1, 2023	October 31, 2025
Lauren Griffith	Position 11	November 1, 2023	October 31, 2025

Section 5. That the following persons are appointed or reappointed to serve as members of the **Recycling and Solid Waste Reduction Board** for a specific term of the specific position indicated below, under and subject to Chapter 2, as last amended by Ordinance 1751.

APPOINTEE	POSITION	EFFECTIVE DATE	TERM ENDING
Monte Edlund	Position 1, Chair	November 1, 2023	October 31, 2025
Allison Kozdron	Position 2	November 1, 2023	October 31, 2025
Kathryn Hayward	Position 3	November 1, 2023	October 31, 2025
Lindsay Gregory	Position 4	November 1, 2023	October 31, 2025
Frank Monacelli	Position 5	November 1, 2023	October 31, 2025
Michael White	Position 6	November 1, 2023	October 31, 2025
Julie Fehl	Position 7	November 1, 2023	October 31, 2025
Corrinn Davis	Position 8	November 1, 2023	October 31, 2025
Mary Barnwell	Position 9	November 1, 2023	October 31, 2025
Ravi Pai	Position 10	November 1, 2023	October 31, 2025
Thomas Clingenpeel	Position 11	November 1, 2023	October 31, 2025

Section 6. That the following persons are appointed or reappointed to serve as members of the **Senior Services Board** for a specific term of the specific position indicated below, under and subject to Chapter 2, as last amended by Ordinance 1751.

APPOINTEE	POSITION	EFFECTIVE DATE	TERM ENDING
Ann Crowley	Position 1, Chair	November 1, 2023	October 31, 2025
Robin Burks	Position 2	November 1, 2023	October 31, 2025
George Hildebrandt	Position 3	November 1, 2023	October 31, 2025
Kay Bryan	Position 4	November 1, 2023	October 31, 2025
Debbie Pedrick	Position 5	November 1, 2023	October 31, 2025
Teresa George-Hung	Position 6	November 1, 2023	October 31, 2025
Karen Kenny	Position 7	November 1, 2023	October 31, 2025
Geri Wood	Position 8	November 1, 2023	October 31, 2025
Gloria Nino Monacelli	Position 9	November 1, 2023	October 31, 2025
Soraya Brombacher	Position 10	November 1, 2023	October 31, 2025
Laura Turley	Position 11	November 1, 2023	October 31, 2025
Candyce Beneke	Position 12	November 1, 2023	October 31, 2025
Eileen O'Neil	Position 13	November 1, 2023	October 31, 2025
Diana Ayers	Position 14	November 1, 2023	October 31, 2025
Jennifer Sickman	Position 15	November 1, 2023	October 31, 2025

Section 8. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflicts only.

Section 9. If any word, phrase, clause, sentence, paragraph, section or other part of this resolution or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this resolution to any other persons or circumstances shall not be affected thereby.

Section 10. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED AND APPROVED this 23rd day of October, 2023.

ATTEST: (SEAL)

SIGNED:

 Thelma A. Gilliam, City Secretary

 Susan V. Sample, Mayor

RECOMMENDED:

APPROVED AS TO LEGAL FORM:

 David J. Beach, City Manager

 Scott Bounds, City Attorney
 Olson and Olson



AGENDA MEMO

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

Meeting Date	10.23.2023	Agenda Item	6
Approved by City Manager	Yes	Presenter(s)	S. White, Director
Reviewed by City Attorney	Yes	Department	Parks and Recreation
Subject	Memorandum of Understanding with Tri-Sports		
Attachments	Memorandum of Understanding		
Financial Information	Expenditure Required:	\$122,000 (Cash – Not to Exceed) \$20,000 est. (In-kind)	
	Amount Budgeted:	\$122,000 (2024 Budget) \$20,000 est. (2024 Budget)	
	Account Number:	101-6010-74130 (M&O Reimbursement) 101-6040-74002 (Electricity) 401-5050-74004 (Water) 402-5070-74050 (Solid Waste) 402-5076-74050 (Recycling)	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

The City of West University Place (the City) and the West University Tri-Sports Association (Tri-Sports) and its Member Organizations (West University Little League, West University Softball, and Rise Soccer) has enjoyed a long and mutually beneficial relationship in support of youth sports in the West U area.

Managed by Tri-Sports, the fields located at the West University Place Recreation Center (Rec. Center), West U Elementary (West U Elementary), and Pershing Middle School (Pershing) are maintained and operated for the safe enjoyment of the participants. member organizations provide youth programming for the benefit of the City’s children. The City provides much needed field space at the Recreation Center and in-kind services (water, electricity and trash services) to support this programming. As in the past, the terms of this relationship are outlined in the Memorandum of Understanding (MOU) and will be for the period of January 1, 2024, through December 31, 2024.

Tri-Sports estimates that they expect to reach the maintenance and operations reimbursement of up to \$100,000 in 2024, and they are also requesting one capital project on the West U Elementary Campus to convert a batting cage on Threet Field from a single to a double cage. The City’s reimbursement would be 50% equating to \$20,000. These amounts were included as part of the 2024 Budget.

Aside from the dates, the only other change from the current MOU is related to the banner language to be more consistent with the City Ordinance.

Recommended Action

Staff recommends that City Council authorize the City Manager to execute the attached 2024 Memorandum of Understanding between the City of West University Place and the West University Place Tri-Sports Association.

**AN AGREEMENT BETWEEN
THE CITY OF WEST UNIVERSITY PLACE AND
WEST UNIVERSITY TRI-SPORTS ASSOCIATION**

THIS AGREEMENT is made and entered into by and between the **CITY OF WEST UNIVERSITY PLACE** (“City”), a Texas home rule municipality with its principal office at 3800 University Blvd., West University Place, TX 77005, and **WEST UNIVERSITY TRI-SPORTS ASSOCIATION** (“Tri-Sports”), a Texas non-profit corporation, whose address is P.O. Box 272012, Houston, Texas, 77277-2012 (each a “Party” and collectively the “Parties”), as of the date set forth below, with terms and conditions as follows.

RECITALS

WHEREAS, the City is authorized by law to establish, provide, acquire, maintain, construct, equip, operate and/or supervise recreational facilities and programs (*see, e.g.*, Tex. Loc. Gov’t Code Ch. 332) and considers such activities to be an important public purpose; and

WHEREAS, the mission of the City Parks and Recreation Department (“Parks & Rec”) is to offer “quality programs, facilities, and services that encourage community participation and promote fun, physical activity and growth, in a safe and wholesome environment”; and

WHEREAS, Tri-Sports is a nonprofit corporation that provides management services and funding relating to the development, construction, improvement, operation and maintenance of recreational youth sports fields and facilities in and near the City; and

WHEREAS, Tri-Sports coordinates the recreational youth sports programs and activities of its three member leagues--West University Little League, West University Soccer (a division of Rise Soccer Club, Inc.), and West University Softball Association (“Member Organizations”), which contribute to the physical and emotional development of the City’s children and the City’s collective sense of neighborhood and community; and

WHEREAS, while the Member Organizations provide youth sports programs on multiple fields and facilities inside and outside the City, Tri-Sports focuses its efforts and activities on fields and facilities within and bordering the City, namely at West University Elementary School (“West U Elementary”), the City of West University Place Recreation Center (“Rec Center”), and Pershing Middle School (“Pershing”); and

WHEREAS, Tri-Sports and its Member Organizations, through their above-described activities and programs, have historically contributed and continue to contribute in a material way to the City’s accomplishment of its public purposes and Parks & Rec’s mission; and

WHEREAS, a material consideration for the City to enter into this Agreement is the Member Organizations’ continued provision and operation of youth sports programs available for the benefit of the City’s children, families, and residents on the fields and facilities managed by Tri-Sports in and near the City;

NOW THEREFORE, for and in consideration of the provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Tri-Sports agree as follows:

AGREEMENT

SECTION 1. FINDINGS INCORPORATED.

The foregoing Recitals are incorporated into this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the Parties.

SECTION 2. TERM AND TERMINATION.

(a) Effective date. The Effective Date of this Agreement is January 1, 2024.

(b) Term. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier, shall expire on December 31, 2024.

(c) Termination for default. Either Party may terminate this Agreement after declaring a default in accordance with this provision. A Party seeking to invoke this provision must allege a material breach of the Agreement and shall give the other Party written notice of the breach, citing the applicable terms of the Agreement, and describing the actions necessary to cure the breach. If the actions necessary to cure are such that they may reasonably be accomplished within thirty (30) days of such notice, and they are not accomplished within that time period, the Party providing the notice may declare the other Party in default. If the actions necessary to cure are such that they may not reasonably be accomplished within thirty (30) days of such notice, and they are not both commenced within that time period and completed within a reasonable time thereafter, the Party providing the notice may declare the other Party in default. Termination under this provision does not affect the right of either Party to seek any remedies for breach of the Agreement allowed by law.

SECTION 3. OBLIGATIONS OF THE CITY.

The City covenants and agrees that it shall:

(a) Pay Tri-Sports as set forth in Section 5 of this Agreement.

(b) Provide Tri-Sports and its Member Organizations during their respective seasons with priority use of the athletic fields at the Rec Center during the following hours:

1. Weekdays when school is in session: 3:30 p.m. to 10:00 p.m.
2. Saturdays and weekdays when school is not in session: 8:00 a.m. to 10:00 p.m.
3. Sundays: 9:00 a.m. to 9:00 p.m.
4. Exceptions: The City reserves the right to schedule the use of these facilities for the purpose of City-related special events and activities. The following dates involve City-sponsored programs that will require the use of the athletic fields during the identified times:

(i) Saturday, March 23, 2024 – City’s Easter Spring Festival from 6:00 a.m. until 12:00 p.m. at the Rec Center; and

- (ii) West University Aquatics Club Swim Meets (total of three (3) meets) at dates to be determined at the Rec Center; and
- (c) Issue Tri-Sports a permit for priority use areas and priority use hours as set forth in this Section and in accordance with the City's Code of Ordinances. A copy of such permit is attached as Exhibit B to this Agreement and incorporated herein for all purposes.
- (d) Provide waste collection services as set forth in Section 4(a)(6).
- (e) Recognize Tri-Sports' support for the Friends of West University Parks annual Fathers and Flashlights event and fundraiser as part of the social media and marketing campaign for that event.
- (f) Provide a reasonable number of messages on the City's electronic message boards and signs to advertise the youth sports programs of the Member Organizations.
- (g) Permit each Member Organization to post up to two banners, one at each of the City's sites identified below, with a display area no larger than 32 square feet per site. A banner may not be displayed on the City's fence for a period exceeding 14 days at a time. Banners may only be posted on the Town Center fence (at the intersection of Edloe/University) and at the Rec Center (along Bellaire Blvd. between West Point/railroad tracks).
- (h) Permit the use, without charge, of meeting rooms at the Community Building, Rec Center or Scout House for purposes of Member Organization league meetings or activities (not team meetings or activities) when available and not scheduled for paid programs or activities.
- (i) Provide Tri-Sports with the contact phone number and email for the Parks & Rec Director, who shall act as liaison to Tri-Sports ("City Liaison").

SECTION 4. OBLIGATIONS OF TRI-SPORTS.

- (a) Tri-Sports and the City agree that the spring season begins on January 1st of each year (with scheduled activities beginning around February 15) and the fall season begins on August 1st of each year (with scheduled activities beginning around September 15). Tri-Sports covenants and agrees that it and/or its Member Organizations shall:
 - (1) Provide recreational youth sports programs in the sports of baseball, softball, and soccer that are open and available to registration and participation by the City's children and families.
 - (2) Provide the City Liaison with written schedules of all Member Organization events, including games, practices, training, and other league activities, at West U Elementary and the Rec Center (the "Program") no later than thirty (30) days prior to the first day of scheduled activities for each season.

(3) Provide for all maintenance and operation services at the fields and facilities at West U Elementary and the Rec Center that are necessary to the operation of the Program. For purposes of this Agreement, “maintenance and operation” shall include, without limitation, mowing, trimming, aeration, insect control, weed control, fertilizer, tree/hedge trimming, irrigation system maintenance and repair, sod maintenance and repair, fence maintenance and repair, backstop net maintenance and repair, dirt and clay conditioning, field raking and dragging, field lining and chalking, drying agent application, temporary fence installation and removal, temporary equipment storage, storage building maintenance and repair, and security personnel. Tri-Sports shall provide (at its own expense) all field equipment necessary to the operation of the Program.

(4) Provide the City Liaison with the phone numbers and emails of two (2) persons to act as liaisons to the City and with the right to provide information or act on behalf of Tri-Sports, and provide the City Liaison with the phone numbers and email addresses of the presidents of the Member Organizations.

(5) Be responsible for the conduct of Tri-Sports officers, agents, and volunteers and for the safety of Program participants, including players, parents, spectators, and volunteers during Program activities, and provide background checks of personnel, volunteers and security personnel as needed to comply with this provision. Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Tri-Sports certifies that all employees, contractors and volunteers of Tri-Sports and its Member Organizations that have or will have direct contact with students have passed a national criminal history background record information review as required by those sections. Tri-Sports must maintain a list of the names and dates of birth of all who have passed this background check and make it available to the City upon request. Tri-Sports and its Member Organizations shall prohibit the consumption or possession of alcoholic beverages during Program activities.

(6) Use its best efforts to (i) prepare and place waste for collection as prescribed by the City Public Works Manager, and (ii) separate recycling materials and place them for collection, as prescribed by the Public Works Manager. Each Member Organization shall designate a single point of contact to work with the Public Works Manager (or designee) to develop and implement a solid waste pick-up and recycling program for that organization. Tri-Sports shall ensure that each Member Organization provides educational activities that address recycling contamination. The City will provide routine, residential level solid waste and recycling collection for the Program.

(7) Promptly notify the City Liaison of any serious damage or injury to persons or property or acts of vandalism that occur during the Program. Tri-Sports shall immediately notify the City Liaison upon learning of any existing or developing hazardous or dangerous condition on City property. For purposes of this Agreement, “City property” shall mean the fields and facilities at the Rec Center.

(8) Not make any modification to City property without the prior approval of the City Liaison. Additionally, Tri-Sports shall not place any locks or other barrier to entry on City property without prior written approval of the City Liaison and without providing copies of all keys or other entry mechanisms.

(9) Schedule Program activities only during the hours prescribed by Section 3(b) in this Agreement; provided, however, during Little League Baseball summer all-star tournaments, no new inning shall begin after 11:00 p.m.

(10) Promptly notify in advance and confer as reasonably requested with the City Liaison and other City officials, as appropriate, in the event that a Member Organization seeks to schedule or hold a parade, festival, or other special event outside the course and scope of its regular league activities and within the City limits. For clarity, if the event would require the closure of City streets, a separate permit will be required.

(11) Recognize the City's support for Tri-Sports and its Member Organizations as part of their respective social media and/or league marketing materials.

(12) Operate and provide Program activities under the names "West University Soccer", "West University Little League" and/or "West University Softball", including but not limited to any and all commonly used and accepted abbreviations and/or variations thereof.

(13) Work with the principal and leadership of West University Elementary School to make the fields and facilities at West U Elementary available to the Friends of West University Parks for its annual Fathers and Flashlights event and fundraiser.

(14) Provide copies of Tri-Sports' certificate of formation, bylaws, IRS designation, and a list of current board of directors.

SECTION 5. PAYMENT.

(a) Payment. The City shall pay to Tri-Sports an amount up to, but not to exceed, One-Hundred Thousand Dollars (\$100,000) during the term of this Agreement in support of field maintenance and operation expenses incurred by Tri-Sports and/or its Member Organizations at West U Elementary and the Rec Center, such amount to be determined and paid in accordance with the procedures provided herein.

(b) Maintenance and operation. Subject to the limitation contained in Section 5(a), the City will pay fifty percent (50%) of the maintenance and operation costs incurred in connection with the fields and facilities at West U Elementary and the Rec Center. For purposes of clarity, the City will not be responsible for any of the maintenance and operation

costs, utility expenses, or capital improvement expenses incurred in connection with the Pershing fields.

(c) Utility expenses. In addition to the amounts stated and described in Section 5(a) and (b), and not subject to the limitation stated in Section 5(a), the City will pay for utility expenses incurred in connection with the Program as follows. For clarity, “utility expenses” as used in this Agreement shall mean costs incurred for water and electricity.

1. The City will pay one-hundred percent (100%) of utility expenses at the Rec Center; and
2. The City will pay fifty-percent (50%) of utility expenses incurred at the West U Elementary fields.

(d) Capital improvements. In addition to the amounts stated and described in Section 5(a), (b), and (c), and not subject to the limitation stated in Section 5(a), the City will pay for capital improvement projects associated with the Program as follows, but only after submission of such projects and costs to City Council, and approval of such projects and costs by City Council, and only upon documentation of the scope and funding for such projects by separate agreement of the Parties:

1. The City will pay one-hundred percent (100%) of approved capital improvement costs at the Rec Center fields; and
2. The City will pay fifty-percent (50%) of approved capital improvement costs at the West U Elementary fields.

(e) Payment procedure; bookkeeper. Tri-Sports and the City shall retain a third-party, independent bookkeeper to be selected by agreement of the Parties. The cost of the bookkeeper shall be shared equally by Tri-Sports and the City. For clarity, the City’s share of that cost will be in addition to and not subject to the limitation stated in Section 5(a). On a quarterly basis, Tri-Sports will submit packages of invoices and statements related to the maintenance and operation expenses for the fields and facilities at West U Elementary and the Rec Center. Likewise, on a bi-annual, Tri-Sports and the City will submit packages of invoices and statements related to utility expenses for the fields and facilities at West U Elementary. These invoices and statements shall be reviewed for approval by the bookkeeper and then submitted to the City for payment to Tri-Sports in accordance with the percentages and responsibilities set forth in this Section 5. All payments to Tri-Sports, including the time of payment and the payment of interest on overdue amounts, are subject Chapter 2251 of the Government Code (the Texas Prompt Payment Act). The City agrees to encumber the funds budgeted for the payments under this Section until May 1 following the expiration of the term of this Agreement; the City shall have no obligation to pay any invoice or statement submitted more than 120 days after the expiration of the term of this Agreement.

(f) Annual appropriation. The intent and expectation of the Parties is that the terms of this Agreement will establish a framework for a constructive, long-term, multi-year relationship, and that the limitation set forth in Section 5(a) will be subject to annual adjustment in future years in accordance with an agreed inflationary index. However, Tri-Sports hereby acknowledges that payments made under this Agreement are subject to annual appropriation by the City, and that the City shall only provide payments to Tri-Sports if such funds have been

approved and dedicated for such a purpose in the City's annual budget. If any payment contemplated under this Agreement is not approved by the City, then Tri-Sports shall have the right to terminate the Agreement upon written notice to the City.

SECTION 6. ANCILLARY FINANCIAL MATTERS; RECORDS; REPORTS.

(a) Maintenance of records. Tri-Sports shall maintain fiscal records and supporting documents for all expenditures of funds made under this Agreement. Tri-Sports further agrees to retain the records for four (4) years after the conclusion or termination of this Agreement.

(b) Inspection of records. Upon reasonable notice, Tri-Sports shall provide the City, or any person or entity authorized by the City, with access to any documents, papers or other records of Tri-Sports pertaining to the expenditures of funds made under this Agreement, in order to make audits, examinations, excerpts, and transcripts.

(c) Participation reports. In accordance with the City's annual budget cycle, Tri-Sports shall provide the City with its best information and/or estimates of the participation by City residents, as participants or volunteers, in the youth sports programs of the Member Organizations.

SECTION 7. INSURANCE.

Without limiting any other obligations or liabilities, Tri-Sports and/or its Member Organizations shall, at their own expense, procure, pay for and maintain during the term of this Agreement the minimum insurance stipulated in Exhibit A- Insurance, with companies duly licensed to write business in the State of Texas. In no case shall the payment of deductibles on any insurance policy be the responsibility of the City.

SECTION 8. INDEMNITY.

(a) Responsibility for fines and taxes. Tri-Sports and its Member Organizations shall comply with the requirements of all applicable laws, rules, and regulations in connection with the Program. Except as expressly limited by Texas law, Tri-Sports shall indemnify, defend, and hold harmless the City, its officers, agents and all employees from any and all liability, loss or damage arising from any noncompliance by Tri-Sports or its Member Organizations with such laws, rules and regulations. Tri-Sports shall assume full responsibility for any federal, state or local taxes or other financial obligations imposed or required under the Social Security, worker's compensation, and income tax laws with respect to services provided in connection with the Program.

(b) INDEMNIFICATION. TRI-SPORTS SHALL INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM LIABILITY FOR DAMAGE OR LOSS CAUSED BY AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR ANY FAILURE TO PAY CONTRACTORS OR SUPPLIERS IN CONNECTION WITH THE PROGRAM BY TRI-SPORTS, ITS MEMBER ORGANIZATIONS OR OTHERS WITHIN THE SCOPE OF TRI-SPORTS' AGENCY OR CONTROL.

SECTION 9. MISCELLANEOUS PROVISIONS.

(a) Force majeure. Should any Party be delayed or hindered in the performance of any obligation or duty under this Agreement because of a force majeure, then that Party shall be excused from such delay or hindrance to the extent caused by the force majeure. The term “force majeure”, as used in this Agreement, includes without limitation acts of God, strikes, lockouts, other personnel disturbances or job actions, acts of the public enemy, laws, regulations, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery or equipment, shortages of materials, equipment or supplies, or any other limitations of any Party, whether similar to those enumerated or otherwise, which are not within the reasonable control of the Party claiming such inability. If a Party is affected by strike, lockout or other personnel disturbance or job action, this Agreement does not compel the Party to acquiesce to any demand or position of any personnel or other party, it being understood that the strike, lockout, disturbance or action would be a force majeure for the duration thereof.

(b) Non-parties. This Agreement shall bind and benefit the Parties only. It shall not confer rights or benefits upon any other person or entity, except as specifically provided herein.

(c) Venue. The obligations of the Parties to this Agreement are performable in Harris County, Texas, and exclusive venue for any legal action in connection with this Agreement shall lie in Harris County, Texas.

(d) Governing law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law or choice of law principles of Texas or any other state.

(e) Independent contractor. Tri-Sports and/or its Member Organizations shall perform the work under this Agreement as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control Tri-Sports or its Member Organizations, or their respective officers, agents, or volunteers in the means, methods, or details of the work to be performed under this Agreement. The City and Tri-Sports agree that the work performed under this Agreement is not inherently dangerous, that Tri-Sports will perform the work in a workmanlike manner, and that Tri-Sports will take proper care and precautions to ensure the safety of Tri-Sports’ officers, agents, volunteers and participants. It is specifically understood that the relationship described in this Agreement between the City and Tri-Sports is contractual in nature and is not to be construed to create any legal agency, partnership, joint enterprise or joint venture relationship between the City and Tri-Sports; nor shall one Party be liable for any debts incurred by the other Party in the conduct of such other Party’s business or function.

(f) No City waiver of immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall constitute a waiver by the City of any provisions of applicable law relating to any immunity or defense as may be available to the City on behalf of itself, its trustees, officers, employees, and agents.

(g) Legal construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

(h) Dispute resolution. Tri-Sports and the City desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either Party disputes any matter relating to this Agreement, the Parties agree to try in good faith, before bringing any legal action, to settle the dispute through a meeting of the Parties' principals or designees.

(i) Attorneys' fees. Should suit be brought by the City or Tri-Sports for breach of this Agreement or any other cause of action relating to this Agreement, the prevailing Party in such suit shall be entitled to an award of its reasonable attorneys' fees and costs.

(j) Captions and headings. The captions and headings to the various provisions to this Agreement are for convenience and reference only and shall not affect the construction of any provisions of this Agreement.

(k) Termination of prior agreements. All prior agreements between the Parties relating to the Program are terminated as of the Effective Date of this Agreement.

(l) Non-exclusive agreement. Each party acknowledges that this is not an exclusive Agreement with respect to youth sports and that each Party may contract with other parties providing same or similar services. However, by granting "priority rights" to Tri-Sports as set forth in Section 3(b), the City covenants for the term of this Agreement not to provide conflicting, equal, or greater rights or access to any other competing organization or entity.

(m) Assignment. This Agreement and the rights, duties, and obligations hereunder may not be transferred or assigned by either Party without the prior written consent of the other Party. However, for clarity, the City acknowledges and agrees that certain of the rights, duties, and obligations of Tri-Sports hereunder will be performed or exercised by or through its Member Organizations.

(n) Amendment and waiver. This Agreement may be amended or modified in whole or in part at any time only by an agreement in writing by the Parties. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the Party entitled to the benefit of the term or provision.

(o) Notices. All notices, communications, invoices and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective Parties as follows, or to such other address, whether physical or electronic, as either Party may subsequently specify in writing:

If to the City: City of West University Place, Texas
3800 University Blvd.
West University Place, Texas 77005
Attn: City Manager

With a copy to: Olson & Olson, LLP
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019
Attention: Scott Bounds

If to Tri-Sports: West University Tri-Sports Association
P.O. Box 272012
Houston, Texas, 77277-2012
Attention: President

(p) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

(q) Special conditions. To the extent applicable under Chapter 2252, Texas Government Code, Tri-Sports certifies that, at the time of execution of this Agreement neither Tri-Sports, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

THIS AGREEMENT IS AGREED TO AND EXECUTED as of the__ day of _____ 2023, by Tri-Sports and the City, signing by and through their duly authorized representatives.

[Signature Page Immediately Follows]

CITY OF WEST UNIVERSITY PLACE

**WEST UNIVERSITY TRI-SPORTS
ASSOCIATION**

By: _____

Title: _____
Date: _____

By: _____

Title: _____
Date: _____

EXHIBIT A- Insurance, attached.

EXHIBIT B – Permit, attached.

EXHIBIT A- INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas. Tri-Sports shall name the City as an additional Insured on Tri-Sports' general liability policy, and shall provide any defense provided by the policy. Tri-Sports shall, at its own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages that may arise out of or result from the Program, whether caused by Tri-Sports, any agent, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, of the following types and limits:

1. Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.
 - A. Bodily injury five hundred thousand dollars (\$500,000) single limit per occurrence or five hundred thousand dollars (\$500,000) each person/ five hundred thousand dollars (\$500,000) per occurrence.
 - B. Tangible Property Damage one hundred thousand dollars (\$100,000) per occurrence.
 - C. Minimum aggregate policy year limit one million dollars (\$1,000,000).
2. Contractual Liability Insurance covering the indemnity provision of this Agreement in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Agreement by date, job number and location.

Exhibit B

PERMIT

PERMITTEE: West University Tri-Sports Association, a Texas non-profit corporation ("Permittee"), on behalf of itself and its Member Organizations. See Agreement between the City of West University Place and West University Tri-Sports Association, dated _____, attached hereto ("Contract").

TERM OF PERMIT: See Contract.

PRIORITY USE AREAS: See Contract.

PRIORITY USE HOURS: See Contract.

PERMITTED USE: See Contract. Subject to all conditions of this permit, and subject to West University's ordinances, rules and regulations, as amended now or later, West University authorizes the Permittee to use the facilities in the Priority Use Areas during the term of this permit for the following activities only: Youth Softball, Youth Baseball, Youth Soccer, and such other activities directly associated therewith. Permittee's use of the facilities is non-exclusive, to be shared with others. Permittee shall accommodate other authorized users.

City reserves the right to schedule the use of the facilities for the purpose of City-related special events and activities as provided in the Contract, and for such other purposes required by City Council. All such use will be negotiated a minimum of sixty (60) days in advance, as to not unreasonably disrupt Permittee's activities.

Permittee shall have first priority use (as to other authorized users, casual users or unauthorized users) of the Priority Use Areas during the Priority Use Hours. Special events outside the course and scope of regular league activities will require a separate permit. Permittee must provide adult instructors or coaches with appropriate training, to be present and on duty, supervising the participants. The number of coaches or instructors must comply, at all times, with recommendations of the national governing body of the sanctioning authority for the youth sport in question.

IMPROVEMENTS: See Contract.

MAINTENANCE: See Contract.

GENERAL CONDITIONS: Permittee shall abide by West University's ordinances, rules and policies for the facilities, as amended from time to time, and shall

cause all participants in its activities to do so. Permittee is responsible for all persons it invites or admits to the facilities, and Permittee will pay for any losses or damages caused by them (or by Permittee). Permittee has inspected the facilities and accepts them "as is." Permittee shall not cause any unreasonable adverse effect on others, including, for example: effects of noise, vibration, odors, fumes, visual intrusions, flooding, congestion, vehicular traffic, and "spillover" parking of vehicles. Permittee shall not alter the facilities, except as authorized in this permit (per the Improvements and Maintenance sections).

Permittee shall not cause any nuisance or health hazard. This permit does not grant any property right or vested right of any kind. This permit is not assignable.

Public Address System: Tri-Sports will be required to comply with the City's existing Noise Ordinance (including, but not limited to, **Chapter 54 Offenses And Miscellaneous Provisions, Article II. Noise. Section 54-41 Enumeration of specific noises (2)b.**)

Field Lighting Systems: The use of the field lights may not go beyond 10:00 p.m. during regular league play, unless otherwise authorized by the City Liaison; provided however, that during the Little League Baseball summer all-star tournaments, no new inning shall begin after 11:00 pm. Such authorizations will be typically restricted to post season tournaments. Tri-Sports will provide the City Liaison with the phone access code to the lighting systems at the West University Elementary School and the West University Place Recreation Center.

OTHER CONDITIONS: **See Contract.**

ATTACHMENTS: **See Contract.** Additionally, arrangements may be made on an as needed basis for Permittee's use of meeting rooms in the West University Place Community Building, Scout House, and Recreation Center, when available and not scheduled for paid programs and activities.

SIGNATURES:

WEST UNIVERSITY TRI-SPORTS ASSOCIATION

By: _____

Name: _____ **Title:** _____

CITY OF WEST UNIVERSITY PLACE

By: _____

Name: _____ **Title:** _____

Meeting Date	10.23.2023	Agenda Item	7
Approved by City Manager	Yes	Presenter(s)	D. Cameron, Director V. Deshpande, Kimley Horn
Reviewed by City Attorney	N/A	Department	Public Works
Subject	Weslayan Traffic Corridor Update		
Attachments	Presentation		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

Weslayan Street is a two-way minor arterial that runs north-south through the City of West University Place. Near the southern border of the City for 800 feet, the corridor splits off into two two-way segments, Weslayan Street and Stella Link Road. The two-lane, curb and gutter roadway has a pavement width of 30 feet throughout the entire section within the City limits. The speed limit along the corridor was changed from 30 mph to 25 mph in 2021 per recommendations from the Traffic Study completed by the city.

Kimley Horn was authorized to complete a follow up review of the Weslayan St./Stella Link Corridor to evaluate appropriate speed limits and identify any current speeding issues along the corridor; evaluate any traffic congestion at Browning St.; evaluate existing traffic signal timings along the corridor, determine and implement proposed signal timing at the traffic signals to improve traffic flow through the corridor; and evaluate intersection geometry at Weslayan Street and Stella Link Road. Tonight's presentation will include an update on the following tasks evaluated as part of the Weslayan Street Corridor Study:

Weslayan Street Speed Study

A speed study along Weslayan Street between Bissonnet Street and Bellaire Blvd. to determine the appropriate speed limit along this corridor and identify any speeding related issues along the corridor.

Weslayan Street- Stella Link Road Intersection Evaluation

Evaluation of existing intersection geometry and operations at Weslayan Street at Stella Link Road and identification of alternatives to improve traffic flow through the intersection.

Browning Street Access Evaluation

Review of traffic operations along Browning Street between Weslayan Street and Auden Street. Identify challenges with left and right turn movements to/from Browning Street and evaluation of potential improvements.

Weslayan Street – Traffic Signal Timing Coordination

Evaluation of existing traffic signal operations at four (4) signalized intersections along Weslayan Street between Bissonnet Street and Bellaire Blvd to improve overall traffic progression through the corridor.

Recommended Action

Staff recommends that City Council discuss the update from Kimley Horn and take any desired action.

October 23, 2023

City of West University Place

Weslayan Street

..... Corridor Study

Agenda



**Weslayan Street
Speed Study**



**Stella Link
Intersection
Geometry Evaluation**

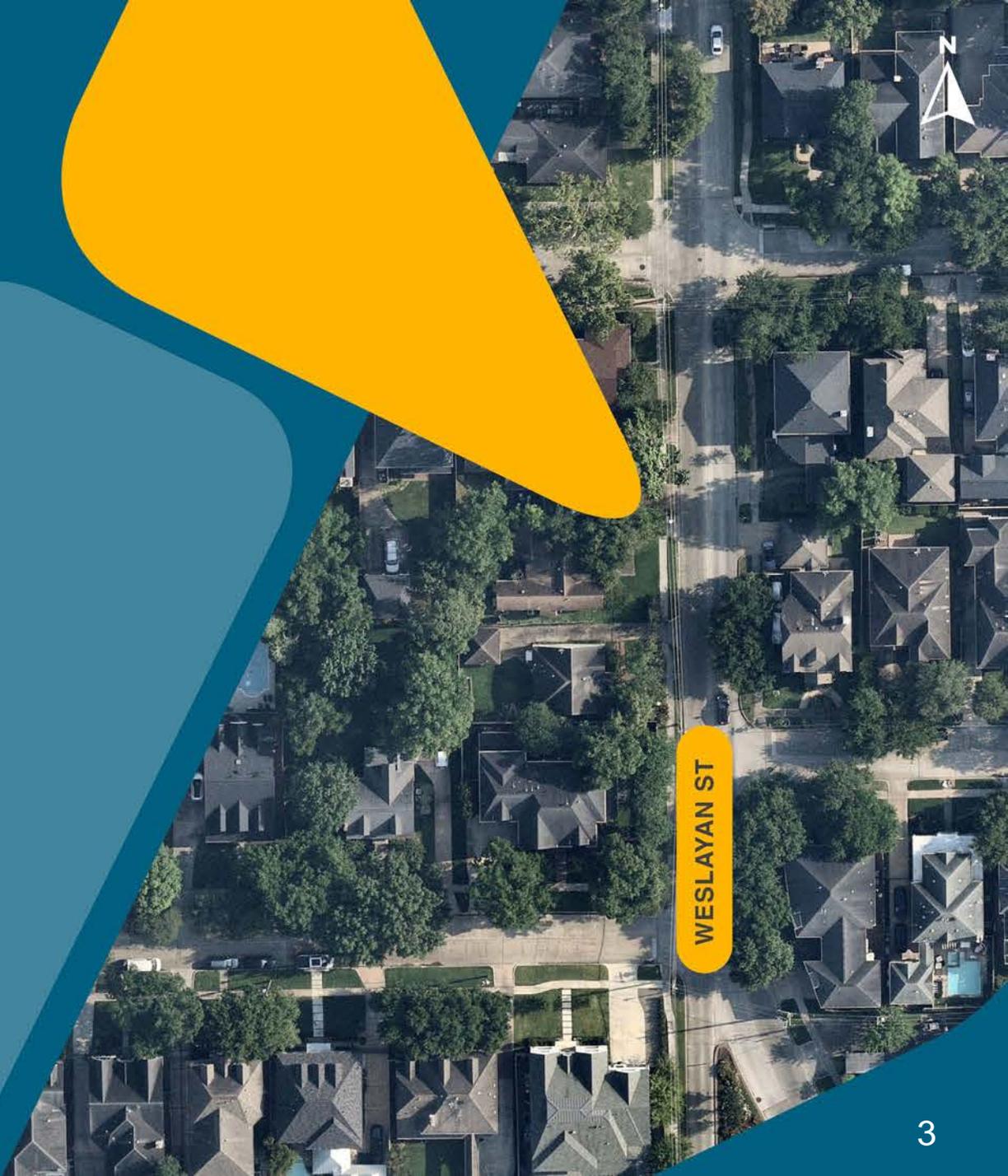


**Browning
Street**



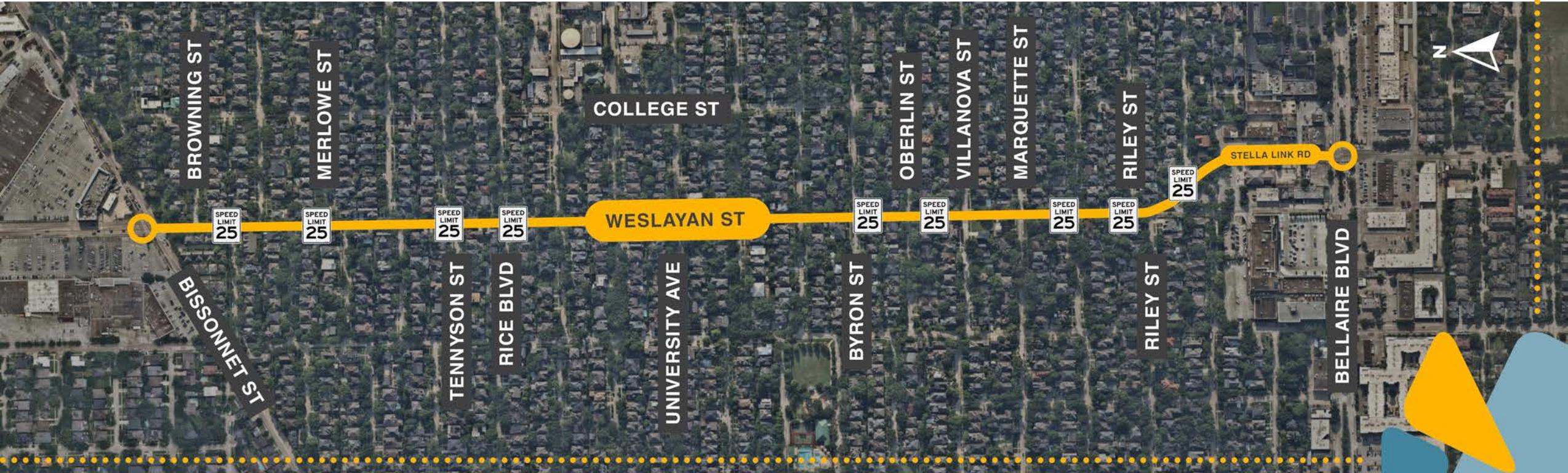
**Traffic Signal
Timing**

Weslayan Street Speed Study



Background and Objective

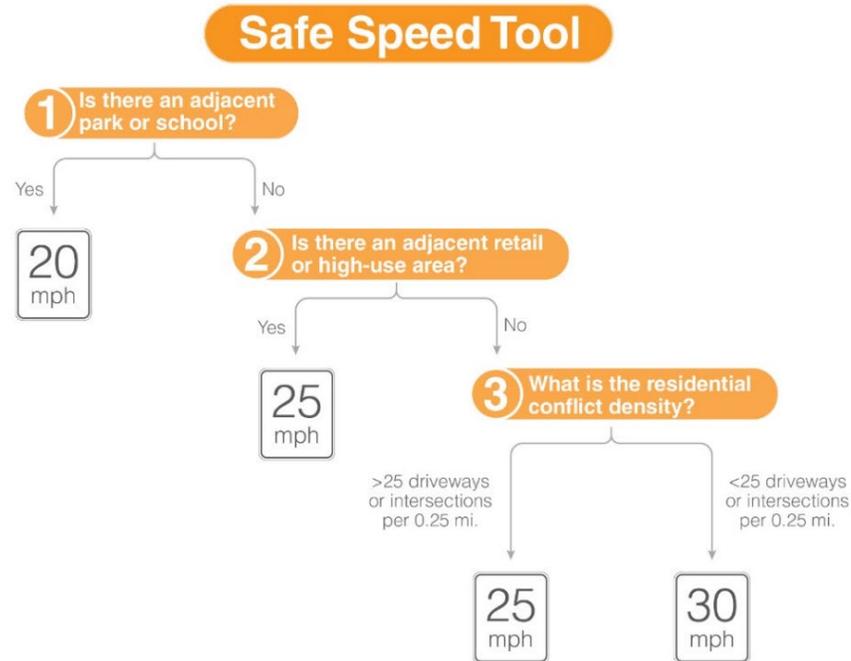
Re-evaluate speed limit along Wesleyan Street corridor



Study Methodology

Approach 1

Previous City-Wide Speed Study Safe Speed Tool – based on NACTO Guidance



Source: Speed and Safety Study Technical Report, Nov 2021

Approach 2

Traditional 85th Percentile Speed Study

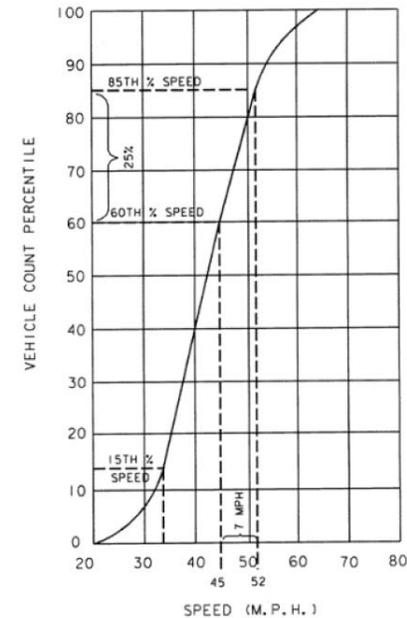


Figure 3-1. Cumulative speed distribution curve

Source: TxDOT Manual for Procedures for Establishing Speed Zones

Data Collection – Crash Data

Crash Severity	2020	2021	2022	2023*	TOTAL
K – Fatal Injury	1	0	0	0	1
A – Incapacitating Injury	0	0	0	0	0
B – Non-Incapacitating Injury	1	0	0	0	1
C – Possible Injury	0	0	1	0	1
O – Not Injured	5	17	10	7	39
U – Unknown Injury	1	2	0	0	3
TOTAL	8	19	11	7	45
Notes:					
*2023 Crash data available as of 6/14/2023.					

Speed Data Analysis



2021 Speed Data Collection
Source: Speed and Safety Study Technical Report, Nov 2021)

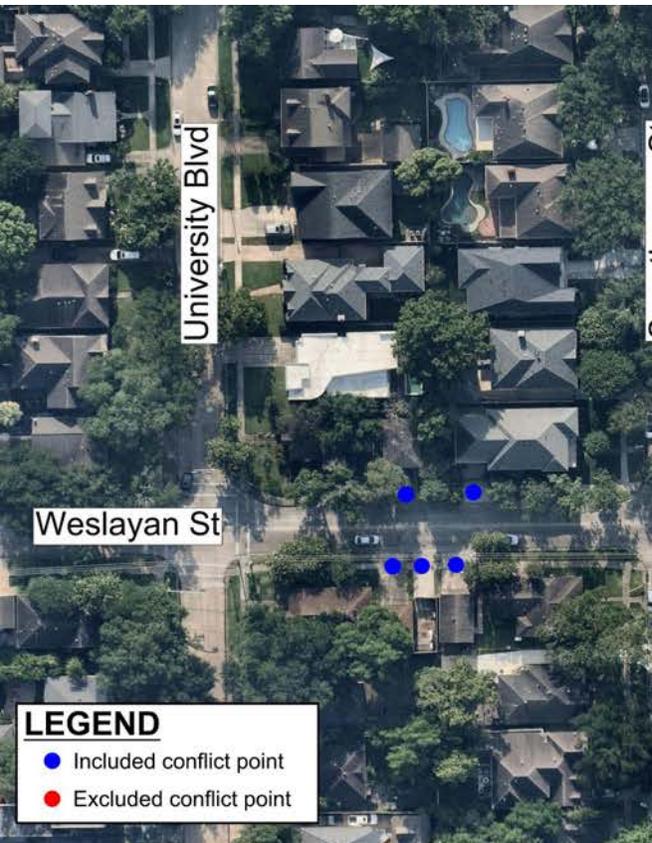


2023 Speed Data Collection Location

Conflict Density Analysis

Conflict points = 22

¼ mile representative section between University Boulevard to Villanova Street



Conflict Density Analysis

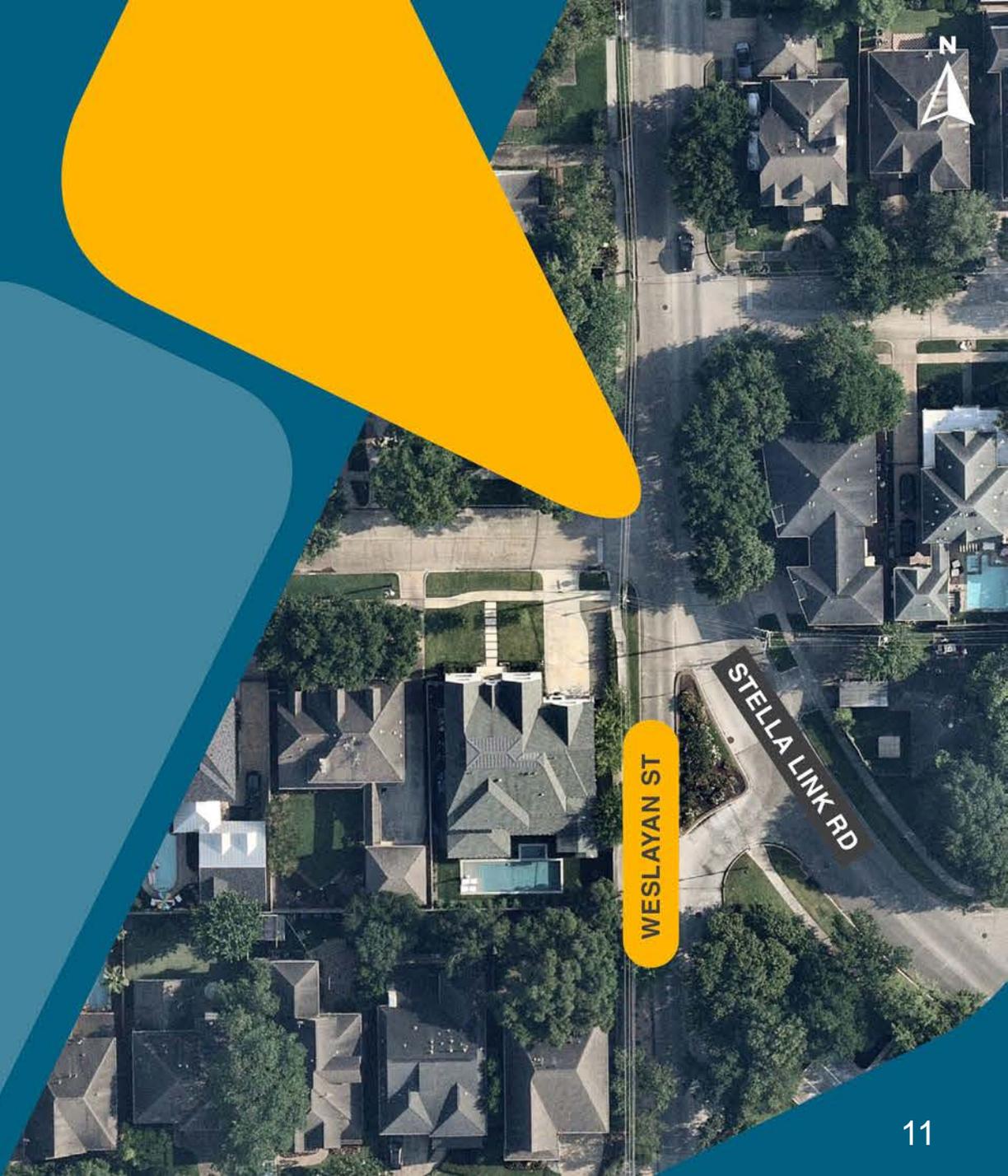


Source: Speed and Safety Study Technical Report, Nov 2021

Proposed Speed Limit

- Proposed Speed Limit on Wesleyan Street between Bissonnet Street and Bellaire Blvd – 30 mph
 - Safe Speed Tool
 - Adjacent land uses primarily residential
 - <25 conflict points per 0.25 mile
 - 85th Percentile Methodology
 - Observed 85th percentile speeds ~30 mph

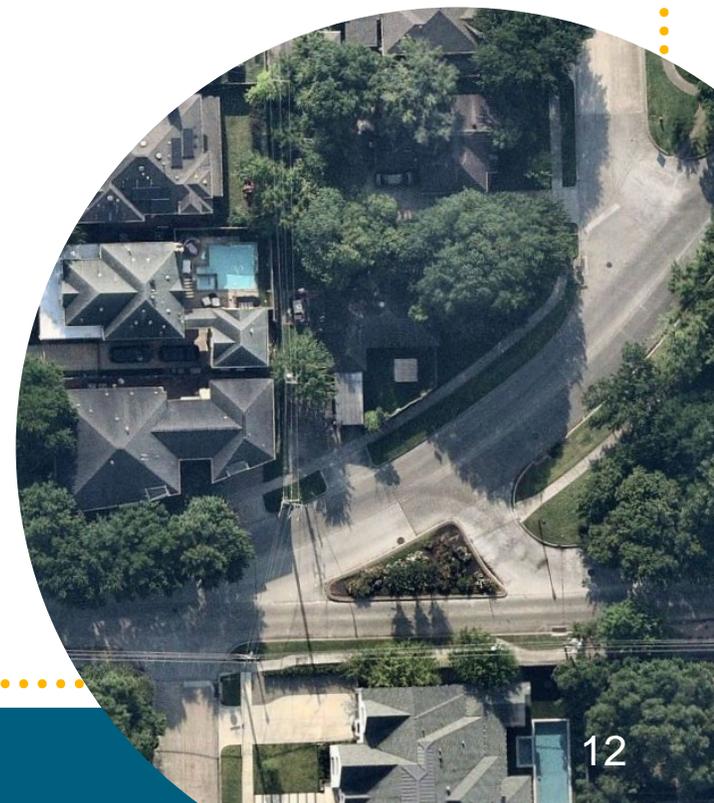
Stella Link Road – Weslayan Street Intersection Geometry Evaluation



Background and Objective

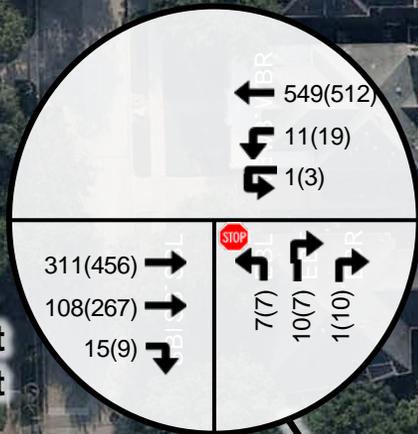
Review existing traffic flow and intersection geometry at the Wesleyan Street and Stella Link Road intersection

Identify alternatives to improve traffic flow through the intersection



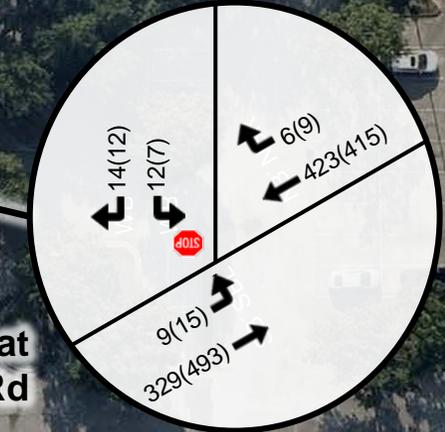
Existing Conditions – Traffic Volumes

Riley St at Wesleyan St



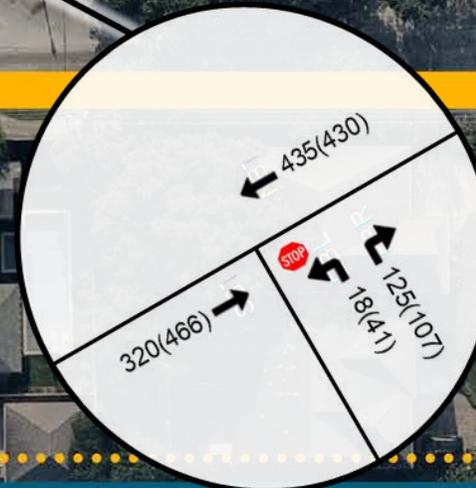
WESLAYAN ST

Ruskin St at Stella Link Rd



WESLAYAN ST

Weslayan St at Stella Link Rd



X (Y)
 X = AM Peak Hour Turning Movement Volume
 Y = PM Peak Hour Turning Movement Volume

RILEY ST

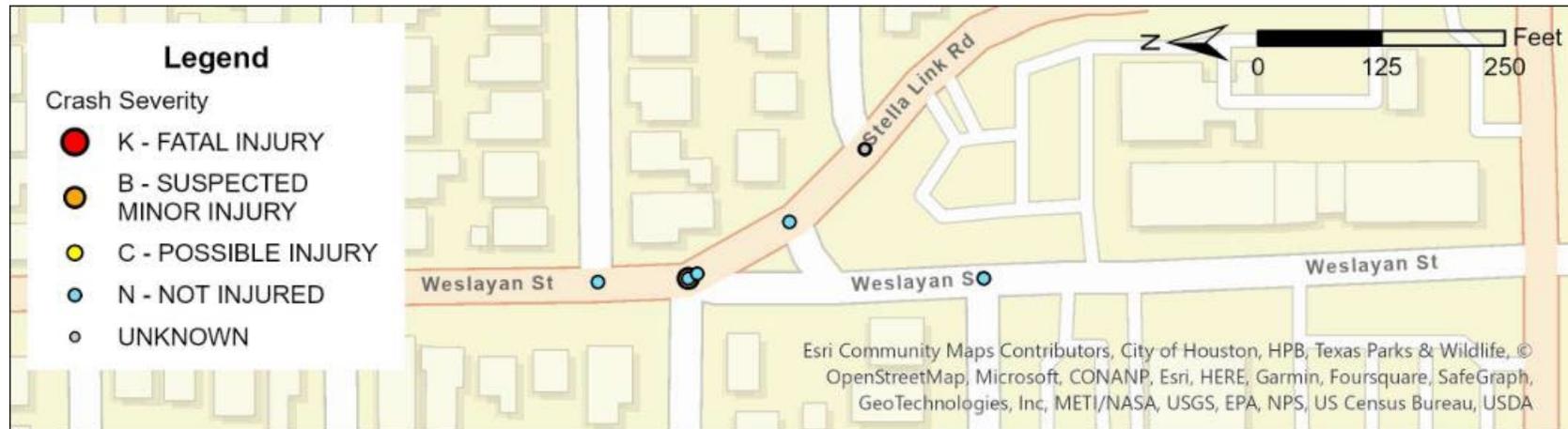
RUSKIN ST

STELLA LINK RD

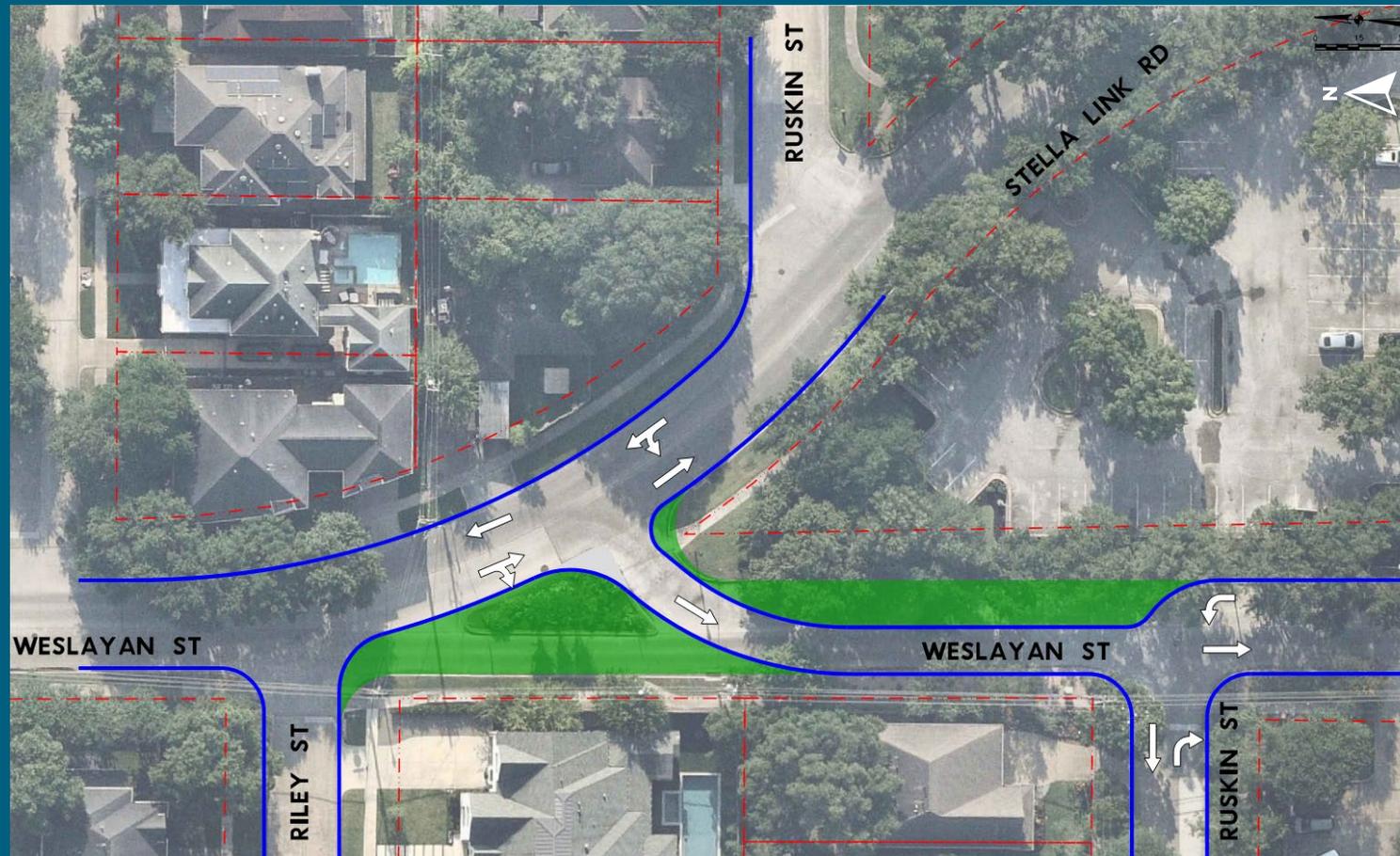
Existing Conditions – Crash History

Crash Severity	2020	2021	2022	2023*	TOTAL
B – Non-Incapacitating Injury	1	0	0	0	1
O – Not Injured	3	5	3	1	12
U – Unknown Injury	0	1	0	0	1
TOTAL	4	6	3	1	14

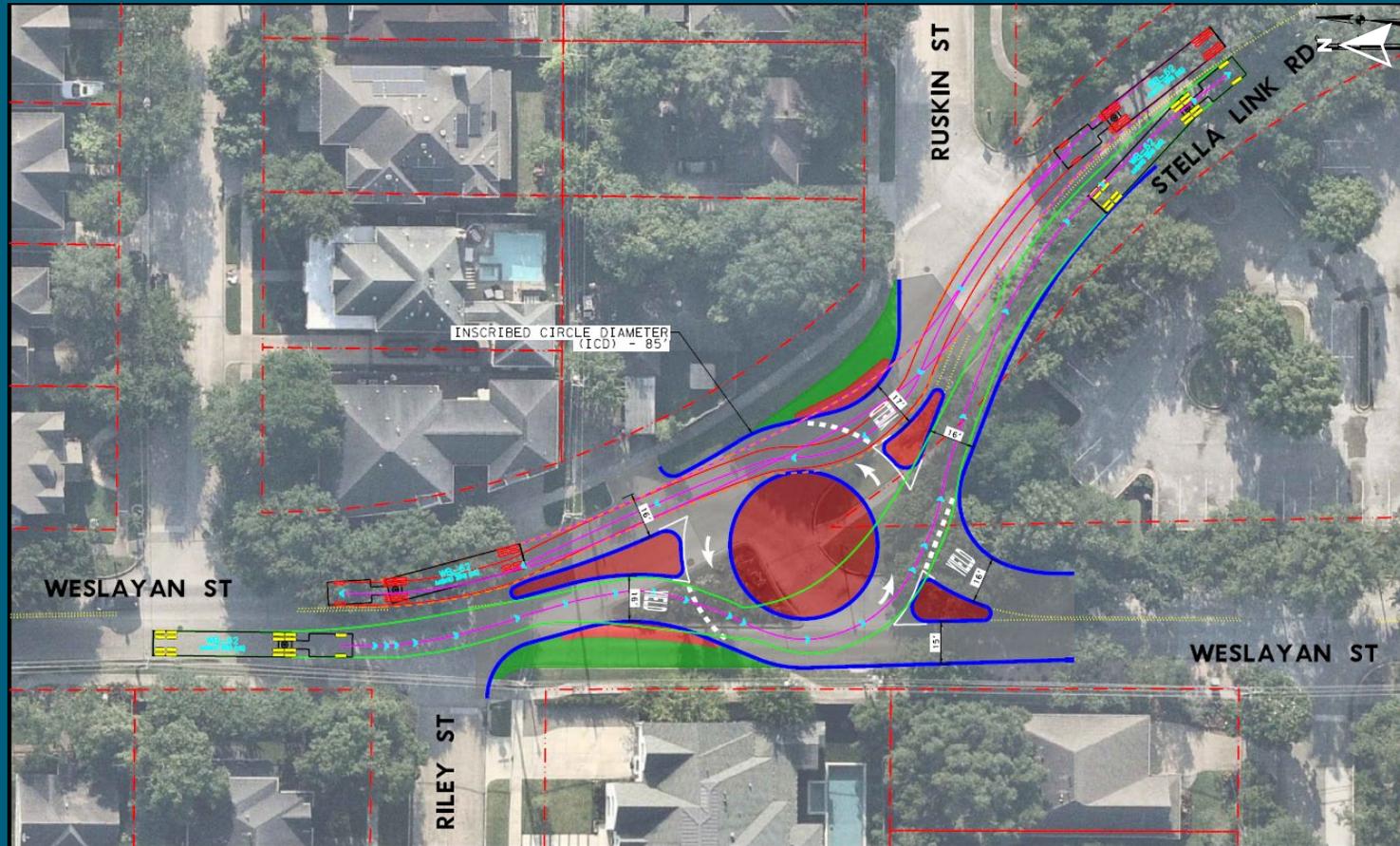
Note: *2023 Crash data available as of 6/14/2023.



Alternate Geometry Option 1 – Access Modification

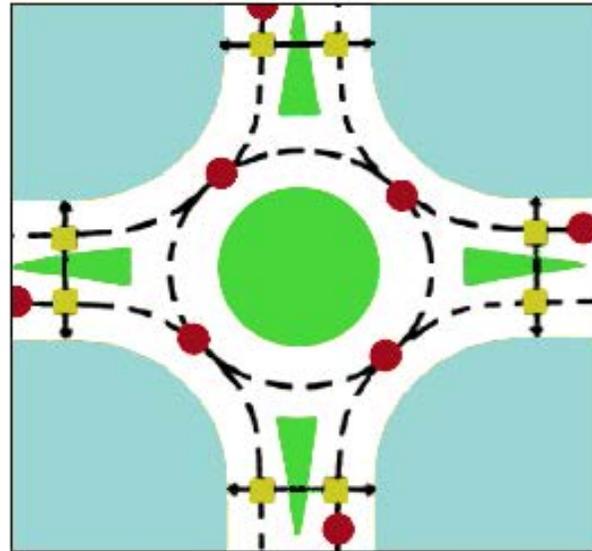


Alternate Geometry Option 2 – Mini Roundabout



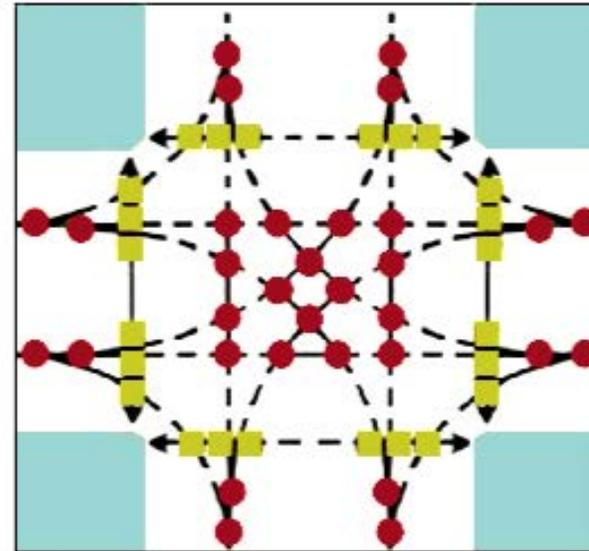
Roundabout – Conflict Points

Roundabout



- 8 Vehicle conflicts
- 8 Pedestrian conflicts

Intersection



- 32 Vehicle conflicts
- 24 Pedestrian conflicts

Options Comparison

Factors	Existing Geometry	Option 1 Access Mods	Option 2 Mini Roundabout
Conflict Points	High	Medium	Low
Impact on Speed	Same as Existing	Same as Existing	Lower
Access Restriction	No	Some	No
Traffic Detour to Side Streets	N/A	Yes	No
Cost of Construction	N/A	Low	High
Acquire Right-of-Way	N/A	No	Yes
Potential Utility Conflicts	N/A	No	Yes
Schedule of Implementation	N/A	Short	Long

Browning Street at Weslayan Street Intersection Review



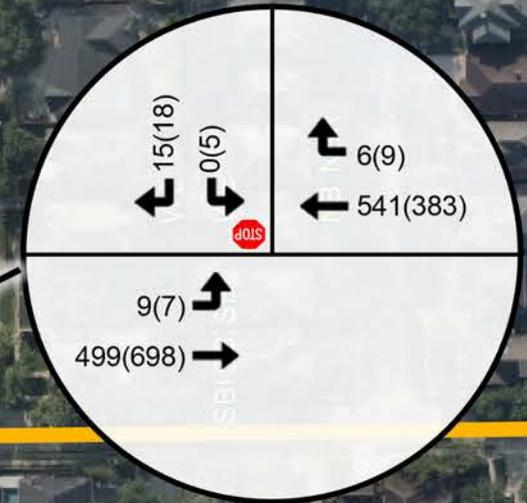
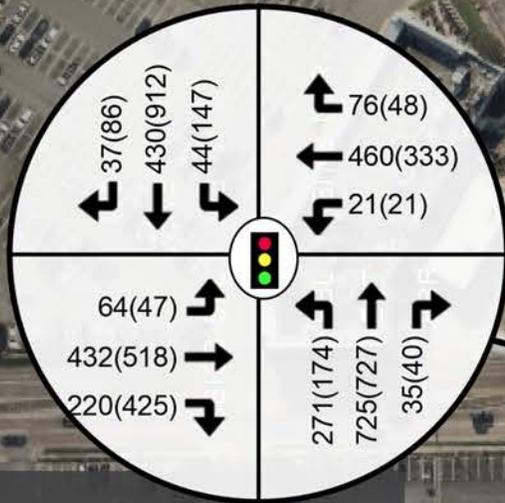
Background and Objective

Review traffic operations at the intersection of Browning Street and Wesleyan Street during peak-periods

Identify challenges with left and right turn movements from/to Browning Street and evaluate potential improvements



Existing Traffic Volumes & Signal Timing

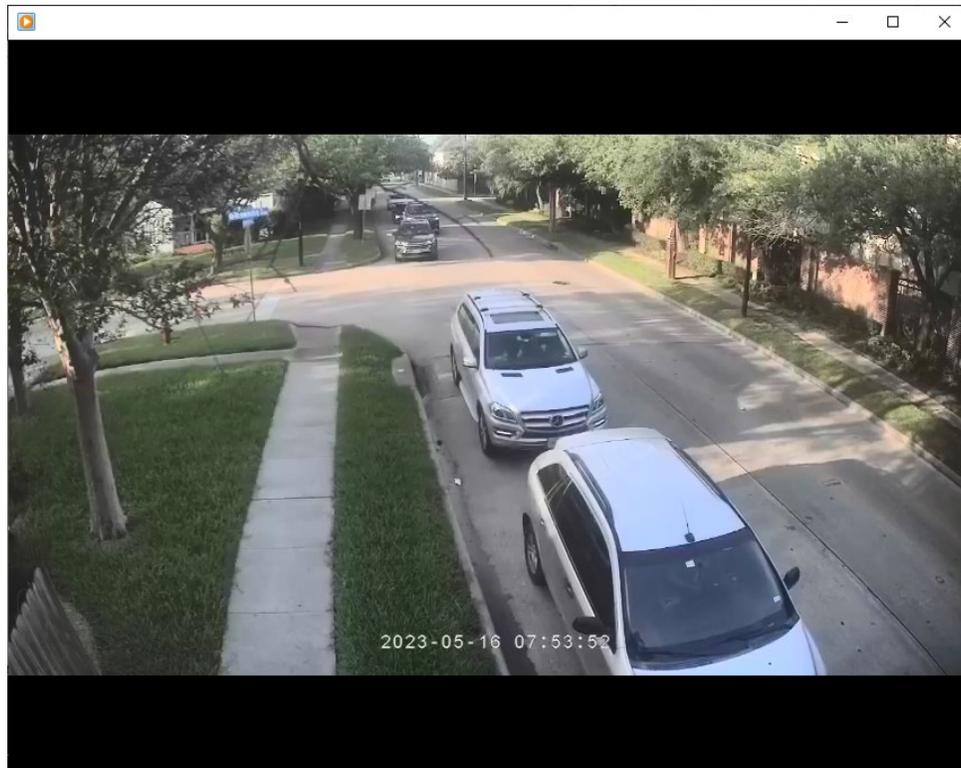


X (Y)
 X = AM Peak Hour Turning Movement Volume
 Y = PM Peak Hour Turning Movement Volume

Field Observations

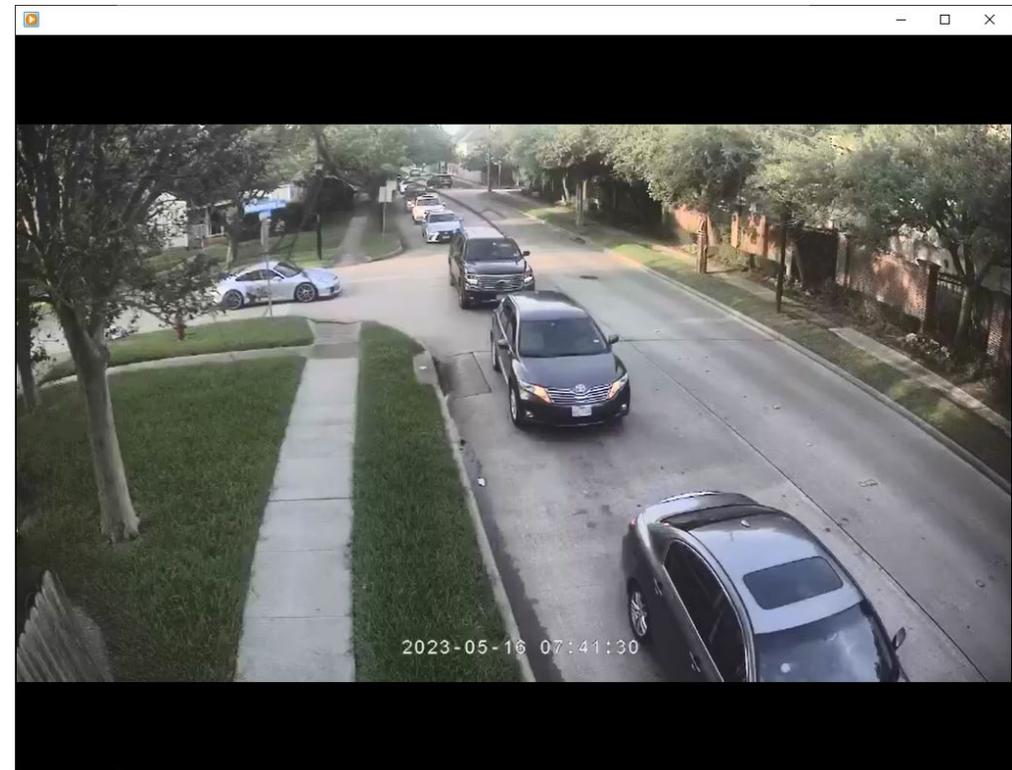
Weslayan Signal Red:

- Queuing vehicles leave gaps for vehicles to/from Browning Street



Weslayan Signal Green:

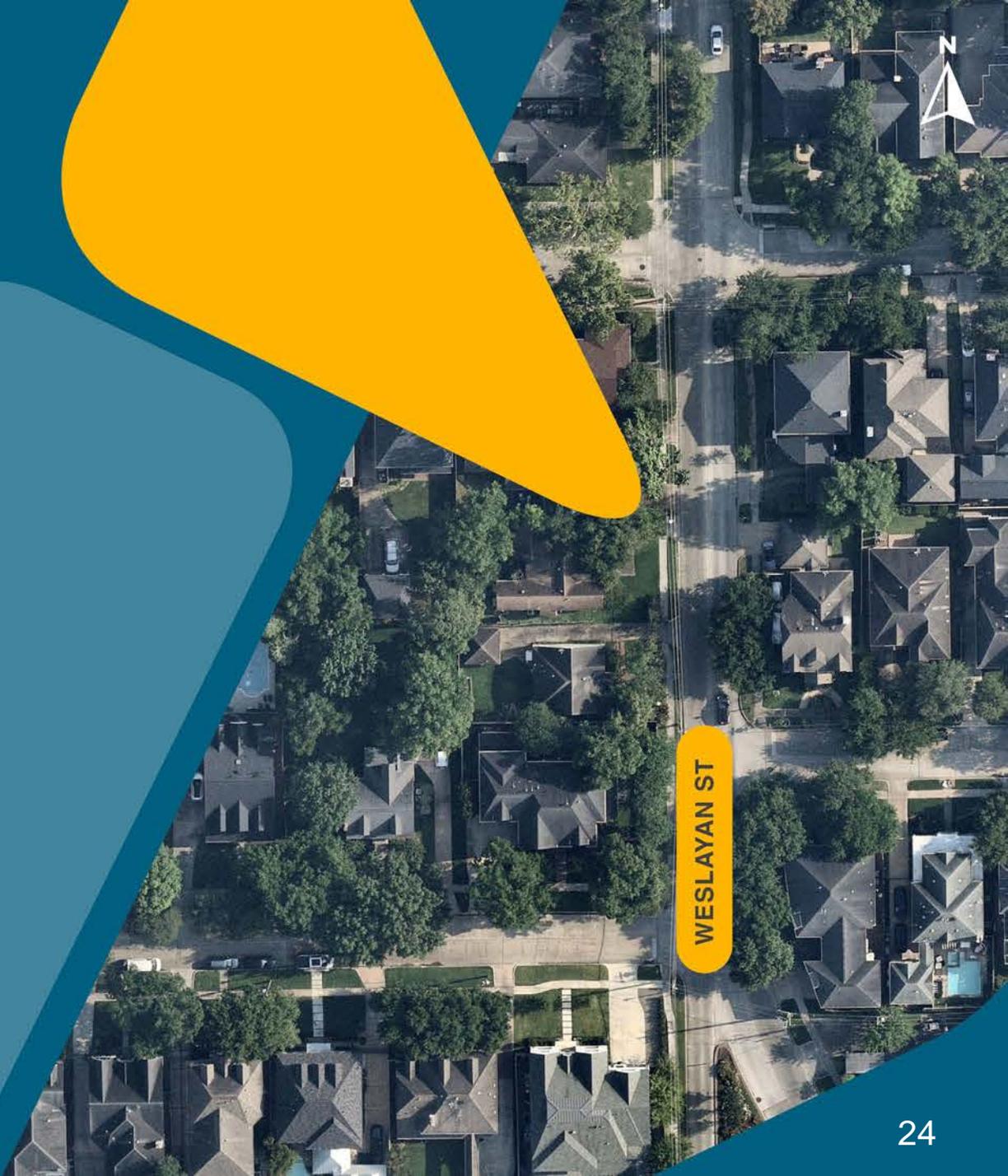
- Vehicles less likely to allow vehicles from/to Browning Street vehicles must wait for gaps



Summary

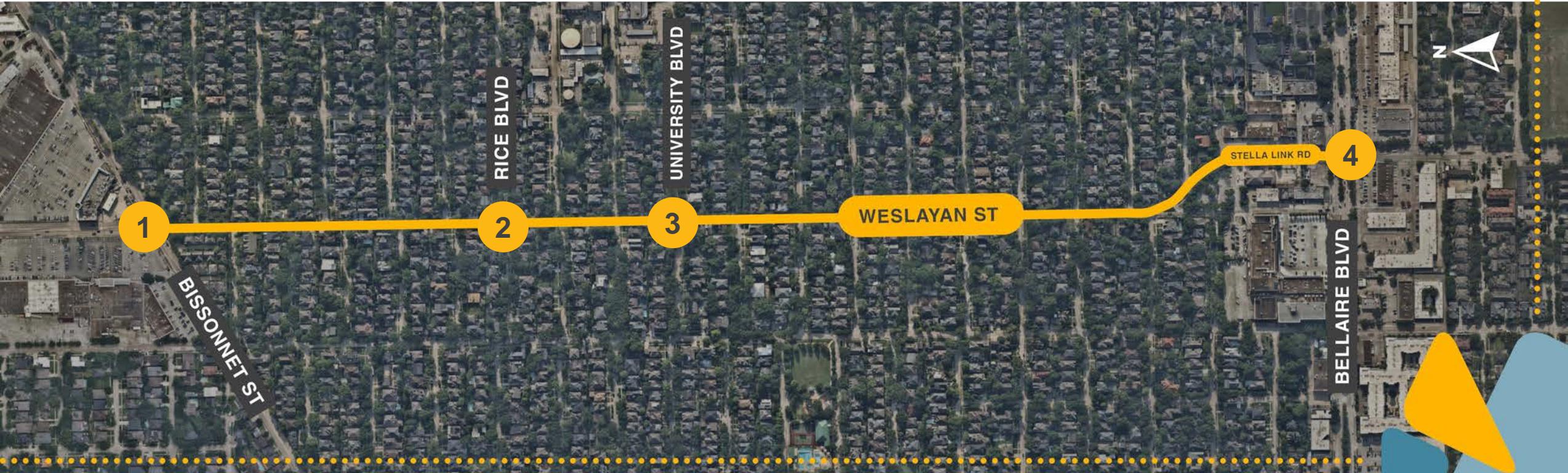
- Minor turning traffic volumes to/from Browning Street
- Existing sign for 'Do Not Block Intersection'
- Based on field observation, maximum wait time on Browning Street to turn on to Wesleyan Street is approximately 2 minutes (signal cycle length)

Weslayan Street Corridor Traffic Signal Re-Timing



Background and Objective

Improve overall traffic progression through the corridor



Existing Operations – Bissonnet & Bellaire

Bissonnet Street

(City of Houston)

- Time of Day Plans
 - AM Peak (6-9am)
 - Wesleyan: 45 sec of 120 sec cycle
 - PM Peak (3-7:30pm)
 - Wesleyan: 30 sec of 120 sec cycle

Bellaire Boulevard

(City of Southside Place)

- Time of Day Plans
 - AM Peak (6-9:30am)
 - Wesleyan: 30 sec of 120 sec cycle
 - PM Peak (3-6:30pm)
 - Wesleyan: 30 sec of 120 sec cycle

Existing Operations – Rice & University

- ‘Free’ running (uncoordinated)
- Up to 20 seconds of green time on Rice Boulevard or University Boulevard each cycle
- 65 second wait (maximum), on Rice Boulevard or University Boulevard before signal turns green
- More likely to be stopped on Wesleyan Street than if running coordinated

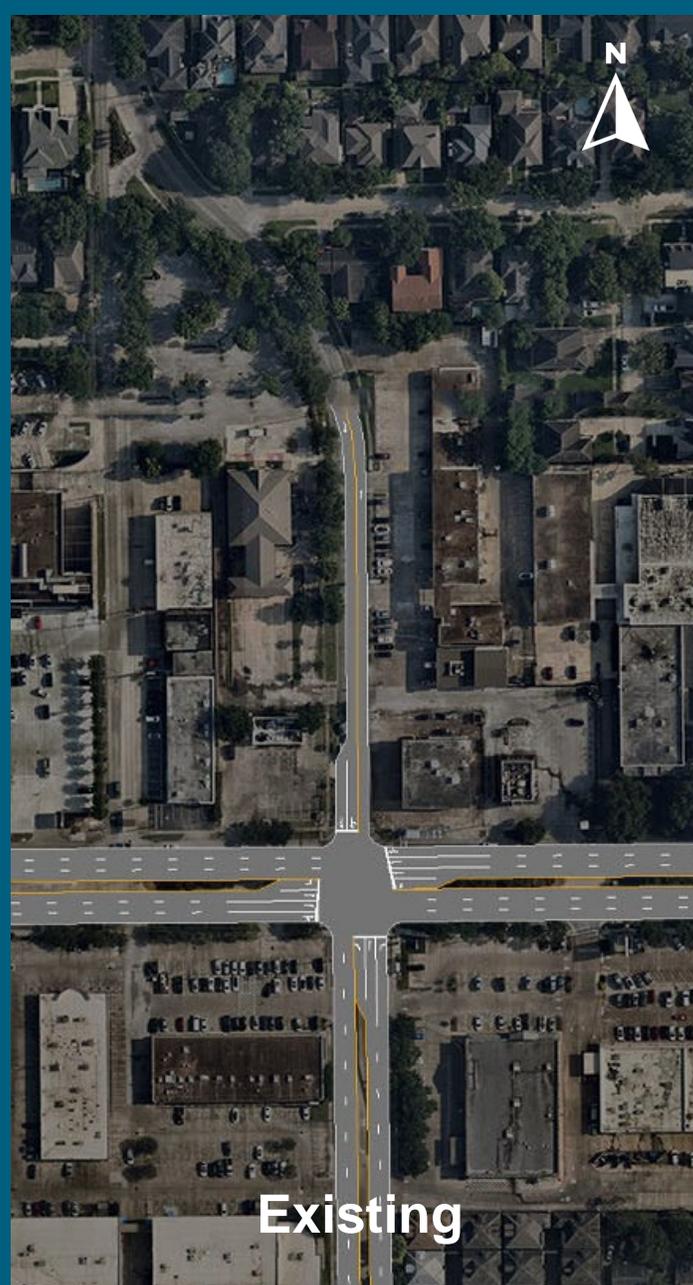
Proposed Signal Timing

Option 1: 'Free' Operations

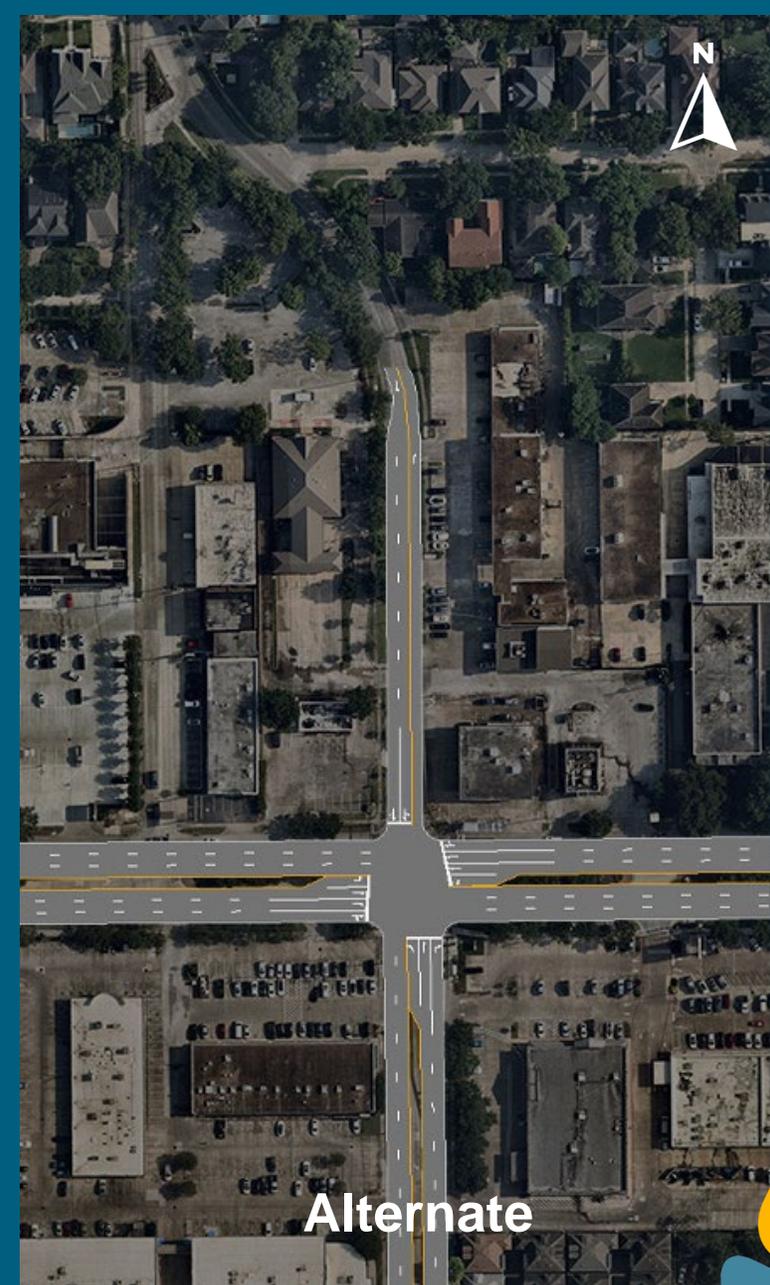
Option 2: Match Cycle Lengths at Rice Blvd and University Blvd to 120 second

Proposed Signal Timing: “Maintain Existing Operations”

Stella Link/Bellaire Alternate Geometry

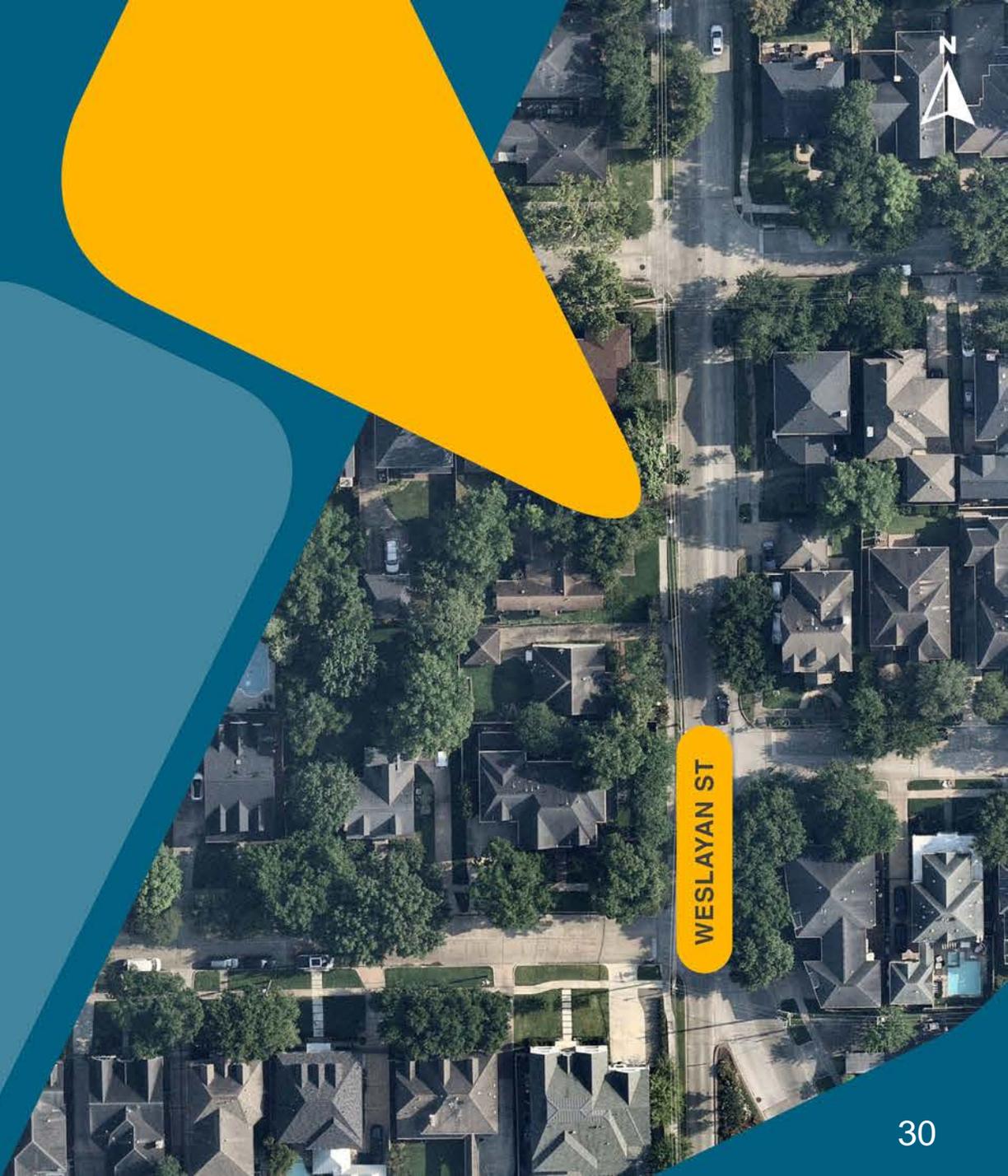


Existing



Alternate

Questions?





AGENDA MEMO

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

Meeting Date	10.23.2023	Agenda Item	8
Approved by City Manager	Yes	Presenter(s)	D. Cameron, Director
Reviewed by City Attorney	Yes	Department	Public Works
Subject	Cast Iron Waterline Replacement Package B		
Attachments	1. Professional Services Agreement 2. Location Map		
Financial Information	Expenditure Required:	\$297,060	
	Amount Budgeted:	\$300,000	
	Account Number:	PW20WATERLIN	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

The City has identified cast iron waterlines throughout the City that require replacement. The pre-1939 cast iron pipes are nearing the end of their expected service life. These pipes are susceptible to failure causing unnecessary disruption to residents, water waste, and an increased cost of repairs. The City's Capital Improvement Plan (CIP) contains the Cast Iron Water Line Replacement Program project which includes design and construction to replace cast iron waterlines over the upcoming years.

Cast Iron Waterline Replacement Package B includes approximately 4930 linear feet (LF) of cast iron waterline replacement at the following locations:

- Edloe – Abandonment of existing 12-inch cast iron waterline and installation of 12-inch PVC waterline along Edloe Street from Rice Boulevard to Sunset Boulevard (~ 2,200 LF)
- Amherst East – Abandonment of existing 10-inch cast iron waterline and installation of 10-inch PVC waterline along Amherst Street from Mercer St to Buffalo Speedway (~ 1,400 LF)
- Amherst West – Abandonment of existing 8-inch cast iron waterline and installation of 8-inch PVC waterline along Amherst Street from College Street to Auden Street (~ 650 LF)
- Mercer – Abandonment of 12-inch cast iron waterline and installation of 12-inch PVC waterline along Mercer Street from Amherst Street to University Boulevard (~ 380 LF)
- Auden – Abandonment of 6-inch and 8-inch cast iron waterline and installation of 8-inch PVC waterline along Auden Street from south of Milton Street to University Boulevard (~ 300 LF)

The scope of services includes a topographic survey, development of construction plans, and preparation of construction contract documents.

Recommended Action

Staff recommends that City Council approve a Professional Services Agreement with IDS Engineering Group in the amount not to exceed \$297,060 and authorize the City Manager to execute the agreement.



The City of West University Place

PROFESSIONAL SERVICES AGREEMENT

Revised 11/11/2021

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

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

I. Summary of Contract Terms.

Contractor: IDS Engineering

Description of Services/Scope of Work: Perform professional engineering and surveying services for Cast Iron Waterline Replacement Package B.

Base Contract Price: \$297,060.00

Length of Contract: One Year

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

Effective Date: 10/24/2023

Termination Date: 10/24/2024

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

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

CITY OF WEST UNIVERSITY PLACE:*

CONTRACTOR:

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

____ Council Approved on ____/____/____

____ City Manager

____ Department Head

____ Division Head

*Contract Signature Authority:

Division Head -\$2,999 or less

Department Head - \$3,000 to \$14,999

City Manager - \$15,000 to \$50,000

Over \$50,000 – Council approval required

Attest: City Secretary

III. Standard Contractual Provision.

A. Definitions.

Contract means this Professional Services Agreement.

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

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

C. Termination Provisions.

(1) *City Termination for Convenience.* The City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving ninety (90) days written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

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

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

of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

- E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- F. **Law Governing and Venue**. **This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.**
- G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in accordance with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

IV. Special Terms or Conditions.

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

(undocumented workers), Chapter 2270 (boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association).

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

A. Contractor's Additional Contract Documents:

1. IDS Proposal to Perform Professional Engineering & Surveying Services for Cast Iron Waterline Replacement Package B.

B. City's Additional Contract Documents:

1. REQUIRED INSURANCE PROVISIONS FOR DESIGNATED PROFESSIONAL SERVICE CONTRACTS

END OF DOCUMENT



August 15, 2023

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

Reference: Proposal to Perform Professional Engineering & Surveying Services for
Cast Iron Waterline Replacement Package B
City of West University Place, Texas
IDS Job No. 2348-009-00

Dear Mr. Cameron:

IDS Engineering Group (IDS) is pleased to present our proposal to perform professional engineering and surveying services for the above-referenced project.

The City has identified cast iron waterlines throughout the City that require replacement. The pre-1939 cast iron pipes are nearing the end of their expected service life. These pipes are susceptible to failure causing unnecessary disruption to residents, water waste, and an increased cost of repairs. The City's Capital Improvement Plan (CIP) includes the Cast Iron Water Line Replacement Program project which includes design and construction to replace cast iron waterlines over the upcoming years.

Cast Iron Waterline Replacement Package B includes approximately 4930 linear feet (LF) of cast iron waterline replacement. The following segments are included in Package B:

- Edloe – Abandonment of existing 12-inch cast iron waterline and installation of 12-inch PVC waterline along Edloe Street from Rice Boulevard to Sunset Boulevard (~ 2,200 LF)
- Amherst East – Abandonment of existing 10-inch cast iron waterline and installation of 10-inch PVC waterline along Amherst Street from Mercer St to Buffalo Speedway (~ 1,400 LF)
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- Mercer – Abandonment of 12-inch cast iron waterline and installation of 12-inch PVC waterline along Mercer Street from Amherst Street to University Boulevard (~ 380 LF)
- Auden – Abandonment of 6-inch and 8-inch cast iron waterline and installation of 8-inch PVC waterline along Auden Street from south of Milton Street to University Boulevard (~ 300 LF)

Further details on the scope of professional services is provided as follows:

SURVEY SERVICES

1. Topographic Survey

The survey will be based on City of West University Place data. Elevations will be based on North American Vertical Datum of 1988 (NAVD88), 2001 adjustment and will include 100-foot cross-sections on the roadways. We will locate fences, power poles, manholes, valves, hydrants, and inlets along with other visible structures or utilities on the property as well as trees with a diameter of 4 inches or larger. The survey will substantially conform to the Texas Society of Professional Surveyors Manual of Practice for Land Surveying in Texas for a Category 6 Survey.

Establish survey control and prepare survey control sheets for control points established along the project. Prepare the Index Sheets, Control Maps, and Alignment Sheets.

DESIGN SERVICES

2. Request information from private utility companies for any "dry utilities" (gas, electric and communications) adjacent to the project. Procure available construction drawings and documents for surrounding public improvements. Public utilities in the roadway will be included in plan and profile view based on record drawings. Private utilities will be included in plan and profile view based on One Call, record drawings and typical assignments for depth. No Subsurface Utility Engineering (SUE) will be completed to field verify the depths.
3. Prepare construction drawings for the proposed improvements. Plans will be prepared in accordance with City of West University Place requirements on 22"x34" plan sheets. Drawings will include:
 - a. Cover Sheet
 - b. General Construction Notes
 - c. Survey Control Sheets (Completed by IDS Survey)
 - d. Overall Project Layout
 - e. Plan and Profile Sheets
 - f. Stormwater Pollution Prevention Plan
 - g. Paving Details
 - h. Water Details
 - i. Traffic Control Plans
 - j. Tree Protection Plans (to be provided by City's Urban Forester)
4. Submit Construction Drawings to City of West University Place for review. Submittals will include 30%, 60%, 90%, and Final Construction Plans. A construction cost estimate will be provided with each submittal.
5. Coordinate with City's Urban Forester for completion of Tree Protection Plans. Incorporate plans into final plan set.

6. Submit Construction Drawings to CenterPoint and AT&T for their review. Incorporate any comments received. When final plans are ready, obtain signatures from CenterPoint and AT&T.
7. Coordinate with Private Utility Companies as needed for relocation of existing facilities that conflict with proposed improvements.
8. Attend up to three (3) meetings with City of West University Place staff to discuss project progress.
9. Prepare contract documents including specifications, bid form and summary of work.

SERVICES NOT INCLUDED

- Subsurface Utility Engineering (SUE) for existing private utilities
- Boundary resolution and preparation of documents for ROW acquisition
- Bidding & Construction Phase Services (A separate proposal will be provided for these services)

COMPENSATION

We propose to provide the above-described services for the lump sum fees itemized below to be invoiced monthly based on percent of work complete. This work effort will be performed consistent with the terms and conditions of our existing contract with City.

Item 1	Topographic Survey	\$ 32,500	
Items 2-9	Design Services	\$ 264,560	
Total		\$ 297,060	Fee

Reimbursable expenses will be billed at cost. Reimbursable expenses include, but are not limited to, reproduction, deliveries, out-of-town travel, agency review fees, application fees.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions, please do not hesitate to contact either of us.

Respectfully submitted,



Carol D. Harrison, P.E., PMP, ENV SP
Director of Public Works



Timothy E. Buscha, P.E., CFM
President

Mr. Danny Cameron
August 15, 2023
Page 4

Accepted By:

By: _____

Name: _____

Title: _____

Date: _____

\\idseg.com\fs\Projects\2300\234800100 City Engineer for City of West U Place\Proposals\2023\09- Cast Iron WL Replacement\Proposal\2023-08-15 Proposal for Cast Iron WL Replacement Pkg B.docx



IDS Engineering Group
 13400 NW Freeway, Suite 700
 Houston, TX 77040
 713.862.3178
 14546 Fm 2728 | 11546 Fm 1010709

WEST UNIVERSITY PLACE
CAST IRON WATERLINE
REPLACEMENT PACKAGE B

0 400 800 1,600 Feet
 1 inch = 800 feet

CAST IRON WL REPLACEMENT PACKAGE B
LEVEL OF EFFORT



TASK	DESCRIPTION/JOB CATEGORY	PRINCIPAL	QA/QC	SR. PROJ MGR	PROJ ENG	SR. DESIGNER	CADD TECHNICIAN	ADMIN	TOTAL HOURS	TOTAL LABOR COST
Design Services										
	Request Private Utility Drawings, Review Record Drawings				4			10	14	\$ 1,910.00
	Internal Meetings (KO, One Line, Pre-Routing)	6	12	12	12	12			54	\$ 12,000.00
	30%, 60%, 90%, and Final Construction Plans	6	16	60	300	500	400	10	1292	\$ 211,170.00
	Site Visits (Assume 2)			10	10				20	\$ 4,150.00
	Cost Estimate (4 submittals)		2	8	30	4		2	46	\$ 8,400.00
	Meetings with CoWU (Assume 3 Meetings)	4		12	12				28	\$ 6,260.00
	Private Utility Coordination			10	20			10	40	\$ 7,050.00
	Coordination with Urban Forester & Incorporate of TPP			2	8	4			14	\$ 2,520.00
	Contract Documents, Specifications, Bid Form & Summary of Work		4	4	40			20	68	\$ 11,100.00
	DESIGN SERVICES TOTAL	16	34	118	436	520	400	52	1576	\$ 264,560.00
	Contract Labor Rates	\$ 320.00	\$ 250.00	\$ 250.00	\$ 165.00	\$ 175.00	\$ 130.00	\$ 125.00		
	TOTAL LABOR COSTS	\$ 5,120.00	\$ 8,500.00	\$ 29,500.00	\$ 71,940.00	\$ 91,000.00	\$ 52,000.00	\$ 6,500.00		

CITY OF WEST UNIVERSITY PLACE

REQUIRED INSURANCE PROVISIONS FOR DESIGNATED PROFESSIONAL SERVICE CONTRACTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain, until the work covered in the contract is completed and accepted by The City of West University Place, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
3. Commercial Automobile Liability insurance **at minimum** combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Errors & Omissions coverage as follows:
 - a. Professional Liability with minimum limits of \$1,000,000 each wrongful act and a \$2,000,000 annual aggregate.
 - b. Contractor and employee's of Contractor must be bonded.
 - c. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the City of West University Place.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of West University Place accepts **no responsibility** arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of West University Place shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of West University Place shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of West University Place of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City of West University Place will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City of West University Place as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City of West University Place.
9. Insurance must be purchased from insurers having a minimum AmBest financial rating of A.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance; be an admitted carrier in the State of Texas. Certificates of Insurance shall be prepared and executed by the insurance company or it's authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of West University Place.

Upon request, Contractor shall furnish the City of West University Place with certified copies of all insurance policies.

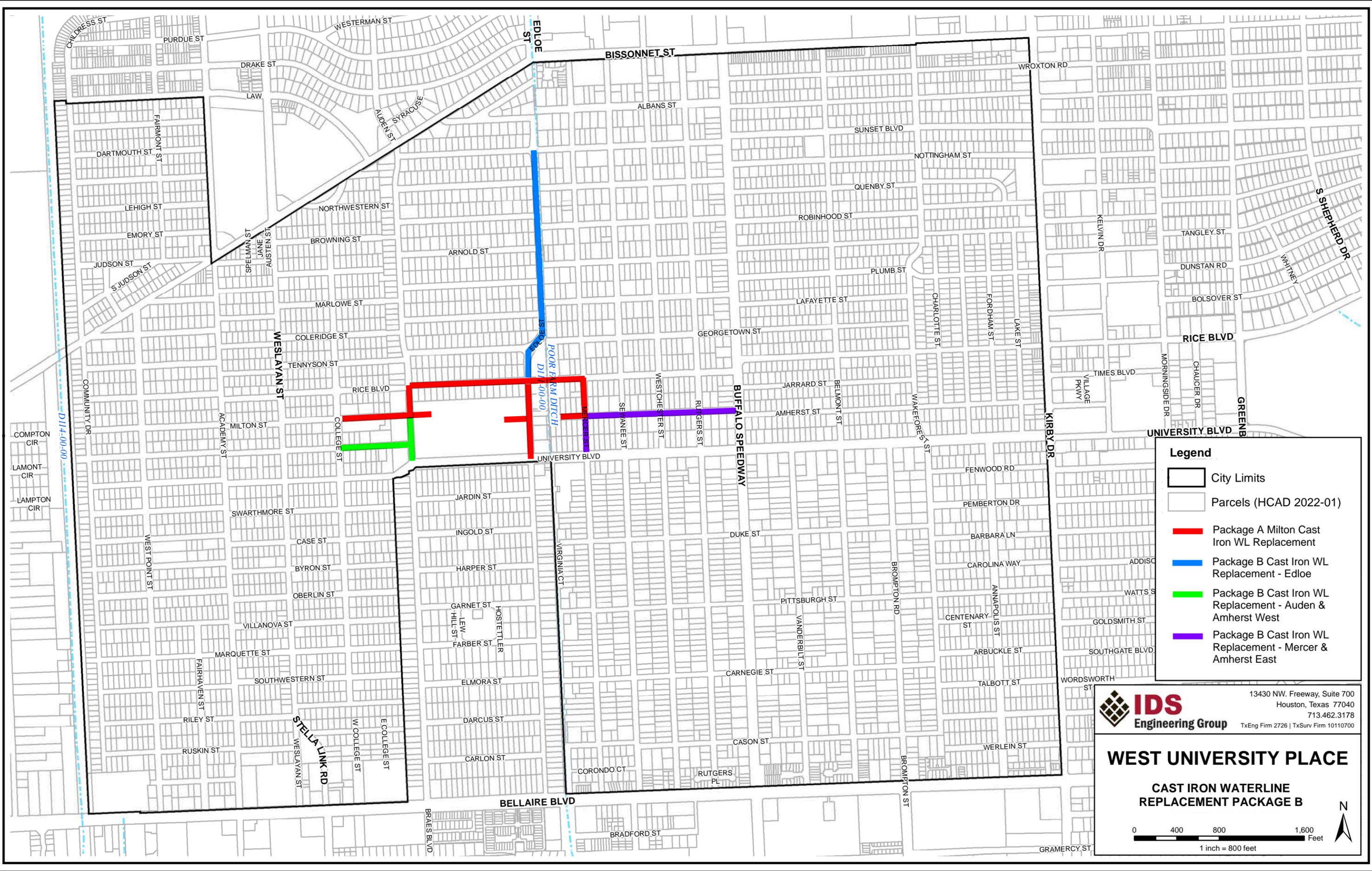
A valid certificate of insurance verifying each of the coverage's required above shall be issued directly to the City of West University Place within ten (10) business days after contract award by the successful contractor's insurance agent of record or insurance company. The certificate of insurance shall be sent to:

City of West University Place
City Secretary's Office
3800 University Blvd.
West University Place, TX 77005

Reduction or Waiver of Insurance Requirements

The City may at any time reduce or waive all or part of the insurance requirements established by this document for any contractor that has entered into an agreement with the City to provide the services for which this insurance applies, if the City determines that the reduction or waiver will not unreasonably expose the City to a risk of liability or loss. An authorized City representative must authorize any reduction or waiver of these insurance requirements in writing before the reduction or waiver is effective.

IDS Engineering Group \\houston\gisdb1\Projects\2300\2348-001-00_CityofWestUPlace\WestU_StreetMap_11x17.mxd Plotted: 11/7/2022 at 1:22:12 PM by pboard



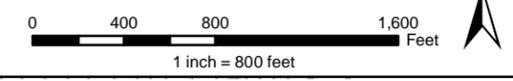
Legend

- City Limits
- Parcels (HCAD 2022-01)
- Package A Milton Cast Iron WL Replacement
- Package B Cast Iron WL Replacement - Edloe
- Package B Cast Iron WL Replacement - Auden & Amherst West
- Package B Cast Iron WL Replacement - Mercer & Amherst East

IDS Engineering Group
 13430 NW. Freeway, Suite 700
 Houston, Texas 77040
 713.462.3178
 TxEng Firm 2726 | TxSurv Firm 10110700

WEST UNIVERSITY PLACE

CAST IRON WATERLINE REPLACEMENT PACKAGE B





AGENDA MEMO

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

Meeting Date	10.23.2023	Agenda Item	9A
Approved by City Manager	N/A	Presenter(s)	T. Gilliam, City Secretary
Reviewed by City Attorney	N/A	Department	Administration
Subject	City Council Meeting Minutes		
Attachments	Minutes		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:	N/A	
	Additional Appropriation Required:	N/A	
	Additional Account Number:	N/A	

Executive Summary

Approve the City Council Meeting Minutes of October 9, 2023.

Recommended Action

Staff recommends approval of the City Council Minutes of October 9, 2023.



The City of West University Place

A Neighborhood City

CITY COUNCIL

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

STAFF

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

CITY COUNCIL MEETING MINUTES

The City Council of the City of West University Place, Texas, met on **Monday, October 9, 2023**, at **6:00 p.m.**, in the Municipal Building at 3800 University Boulevard, for the purpose of considering the agenda of items listed. The meeting was held in person and via Zoom.

SPECIAL MEETING (6:00 PM)

Agenda items were as follows:

1. Call Special Meeting to Order

Mayor Sample called the special meeting to order at 6:00 p.m. In attendance were Mayor Pro Tem Montgomery, Councilmembers Carroll, Hart and Brett, City Manager Beach, City Secretary Gilliam, City Attorney Bounds, Police Chief Walker, and Police Captain Stavinoha

2. Recess Meeting and Convene Executive Session

City Council will recess to consult with the attorney and as permitted by Tex. Gov't Code Section 551.071 about:

1. City of West University Place v. DV1, LLC and Brent Franklin, Cause No. 2023-63640, Harris County District Court;
2. City of West University Place v. Thomas Tran Park, Cause No. 2023-08661, Harris County District Court; and
3. Draft interlocal agreement regarding Poor Farm Ditch.

Council will also deliberate real property in accordance with Section 551.072, and Personnel Matters related to Board and Commission appointments in accordance with Section 551.074, of the Texas Government Code and Section 551 and Section 551.074 **Mr. Dave Beach, City Manager and Mr. Scott Bounds, City Attorney**

Mayor Sample recessed the special meeting to convene the Executive Session at 6:00 PM.

3. Adjourn Executive Session and Reconvene Special Meeting

Matters related to any action resulting from Executive Session deliberation.

With no action taken, at 6:37 p.m., Mayor Pro Tem Montgomery moved to adjourn the executive session and reconvene the special meeting. Councilmember Hart seconded the motion. **MOTION PASSED.**

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

4. Adjourn Special Meeting

Councilmember Carroll moved to adjourn the special meeting at 6:37 p.m. Mayor Pro Tem Montgomery seconded the motion. **MOTION PASSED.**

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

REGULAR MEETING (6:30 PM)

Agenda items were as follows:

5. Call Regular Meeting to Order

Mayor Sample called the regular meeting to order at 6:38 p.m. Council in attendance were Mayor Pro Tem Montgomery and Councilmembers, Carroll, Brett, and Hart. Staff in attendance were City Manager Beach, City Secretary Gilliam, City Attorney Bounds, Fire Chief Maxwell, Assistant to the City Manager Bishop, Public Works Director Cameron, Assistant Public Works Director Cast, Finance Director Kalka, IT Director Brown, and Police Chief Walker.

6. Pledge of Allegiance

Scout Troop 54 led the Pledge.

7. Public Comments

This is an opportunity for citizens to speak to the Council relating to agenda and non-agenda items. Speakers are required to register in advance and must limit their presentations to three minutes each.

John Barnes, 3419 Plumb, spoke at the time Agenda Item #8 was discussed.

Dick Yehle, 6401 Rutgers, spoke regarding pedestrian crossings on Buffalo at the corner of Duke and the corner of Rice. Audio did not record entire comments.

Josh Kuba, 3618 Corondo Court, spoke regarding the Interlocal Agreement for Poor Farm Ditch improvements. He said he wants the Council to memorialize its commitment to a green screen in writing and to appoint a committee of residents and contractors to advocate for affected residents.

Alida Drewes, a resident who preferred not to provide address, spoke to say she agrees with comments from the last speaker. She also spoke on various issues including, but not limited to, police vehicles, the budget, services to residents, taxes, and transparency.

Roya Abyaneh, 3615 Corondo Court, spoke regarding Poor Farm Ditch and her concerns in relation to access from Holcombe to Corondo Court and how the fence there will be maintained during and after construction. She said she is also concerned about the foundation and asked for open discussion as to how the soil will be retained and addressed going forward.

Roger Gregory, 6624 Mercer, spoke to thank Council for the hard work on this project and to say that he is in support of the Poor Farm Ditch Project because the infrastructure is dilapidated and needs to be repaired. He said there are some legitimate concerns brought up by the residents, but they do not invalidate the need for the infrastructure project and hope Council votes in favor of it.

8. Poor Farm Ditch Project – Interlocal Agreement

Matters related to an Interlocal Agreement with Harris County Flood Control District and Southside Place regarding the Poor Farm Ditch Project. *Recommended Action: Approve Interlocal Agreement with Harris County Flood Control District and Southside Place. Mr. Dave Beach, City Manager*

City Manager Beach presented and provided background information regarding this agreement.

John Barnes, 3419 Plumb, who requested to speak during discussion of this topic, spoke to say he is supportive about doing something to Poor Farm Ditch, but would like concerns addressed about the project and the agreement. He said he would also like the Council to consider releasing the previous 90 percent design drawing so people can properly evaluate the progress of the project.

City Manager Beach said staff is trying to schedule a public engagement meeting before the end of the year to get feedback from the public before moving forward to finalize the design documents. He also said the city will dedicate a project page on the city’s website within the next two weeks.

After discussions, Councilmember Brett moved to approve the Interlocal Agreement with Harris County Flood Control District and Southside Place as presented. Councilmember Carroll seconded the motion. **MOTION PASSED.**

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

For audio of this discussion, visit the City’s website or contact the City Secretary’s.

9. 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 the special meeting of September 22, 2023, and regular meeting of September 25, 2023. *Recommended Action: Approve all sets of Minutes as presented Ms. Thelma Gilliam, City Secretary*

B. Police Vehicle In-Car Video Systems

Matters related to the purchase of in-car video systems for police vehicles. *Recommended Action: Approve the contract with Axon Enterprises through BuyBoard Contract 648-21 for In-Car Video Systems and authorize the City Manager to execute the contract. Mr. Ken Walker, Police Chief and Mr. Russell Brown, IT Director*

C. Uninterrupted Power Supply Replacement

Matters related to the purchase of an Uninterrupted Power Supply (UPS) unit to replace the current unit. *Recommended Action: Approve purchase the purchase from SolidIT Networks and authorize the City Manager to make payment in the amount of \$129,421.00. Mr. Russell Brown, IT Director*

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

Matters related to an Interlocal Agreement with the Houston-Galveston Subsidence District to participate in the H2O Lab, which is a conservation/public education program. *Recommended*

*Action: Approve the Interlocal Agreement with the Harris-Galveston Subsidence District and authorize the City Manager to execute the agreement. **Mr. Danny Cameron, Public Works Director***

E. July 2023 Monthly Finance Report

Matters related to receiving the City's July 2023 Monthly Finance Report. *Recommended Action: Receive the City's July 2023 Monthly Financial Report. **Ms. Marie Kalka, Finance Director***

F. Police Interceptors Vehicle Purchase

Matters related to an ordinance amending the 2023 Budget to fund the purchase of police vehicles. *Recommended Action: Adopt the ordinance amending the 2023 Budget in the amount of \$140,000 from the Vehicle Replacement Fund, award the contract to Phil Brannen Ford of Perry as a sole source due to the limited number of fleet vehicles available in the current market, and authorize the city manager to purchase the three (3) Ford Police Interceptors. **Mr. Brett Cast, Assistant Public works Director***

Mayor Pro Tem Montgomery pulled items 9B, 9C, 9D, and 9F for discussion.

Councilmember Brett moved to approve Items 9A and 9E as presented. Councilmember Hart seconded the motion. **MOTION PASSED.**

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

After a brief discussion, Councilmember Hart moved to approve Item 9B as presented. Councilmember Brett seconded the motion. **MOTION PASSED.**

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

After a brief discussion, Mayor Pro Tem Montgomery moved to approve Item 9C as presented. Councilmember Hart seconded the motion. **MOTION PASSED.**

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

After a brief discussion, Mayor Pro Tem Montgomery moved to approve Item 9D as presented. Councilmember Brett seconded the motion. **MOTION PASSED.**

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

After a brief discussion, Mayor Pro Tem Montgomery moved to approve Item 9F as presented. Councilmember Brett seconded the motion. **MOTION PASSED.**

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

10. Recess Meeting and Continue Executive Session

If necessary, City Council will recess to conduct a closed in accordance with Sections of the Texas Government Code outlined in Agenda Item 2.

City Council did not reconvene the executive session.

11. Adjourn Executive Session and Reconvene Meeting

Matters related to any action resulting from Executive Session deliberation.

12. Adjourn Meeting

With no further business, Councilmember Carroll moved to adjourn the meeting at approximately 7:25 p.m. Councilmember Hart seconded the motion. **MOTION PASSED.**

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

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

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

Council Approved:



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

Meeting Date	10.23.23	Agenda Item	9B
Approved by City Manager	Yes	Presenter(s)	Marie Kalka, Finance Director
Reviewed by City Attorney	N/A	Department	Finance
Subject	Quarterly Investment Report		
Attachments	September 2023 Quarterly Investment Report		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:	N/A	
	Additional Appropriation Required:	N/A	
	Additional Account Number:	N/A	

Executive Summary

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

The quarterly report ending September 30, 2023, meets the requirements established by the PFIA and the investment strategies outlined in the City's Investment Policy.

Recommended Action

Staff recommends City Council accepts the City's September 2023 Quarterly Investment Report.



City of
**West University
Place**

QUARTERLY INVESTMENT REPORT

30-Sep-23

Presented October 23, 2023

ECONOMIC SUMMARY - SEPTEMBER 2023

- The Federal Reserve convened twice during the third quarter. The Committee decided to maintain the target range for the federal funds rate at 5 1/4 to 5 1/2%. The U.S. banking system is sound and resilient. Tighter credit conditions for households and businesses are likely to weigh on economic activity, hiring, and inflation. The extent of these effects remains uncertain. The Committee remains highly attentive to inflation risks.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. In determining the extent of additional policy firming that may be appropriate to return inflation to 2 percent over time, the Committee will take into account the cumulative tightening of monetary policy, the lags with which monetary policy affects economic activity and inflation, and economic and financial developments. In addition, the Committee will continue reducing its holdings of Treasury securities and agency debt and agency mortgage-backed securities, as described in its previously announced plans.

- Metro Houston jobs increased 2.7% from August 2022 to August 2023.

- Consumer Price Index for the Houston MSA core based statistical area advanced 1% for the two months ending in August 2023. The index for all items less food and energy advanced 0.4 percent in the latest two-month period.

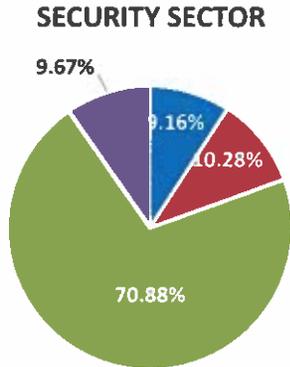
PORTFOLIO TRANSACTIONS - For the Quarter Ended September 2023

- Total Book Value of the City's portfolio decreased by \$1,955,670 from \$117.78 million to \$115.8 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 \$4 million for the quarter, from \$15.6 million to \$11.6 million as the City moved funds into the operating cash account for operating expenditures as noted above. Investments in TexasClass increased by \$133 thousand in interest. Cash in JP Morgan Chase Bank increased by \$462 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: September 30, 2023



■ TexasClass ■ TexPool ■ US Agency ■ JPMorgan

		<u>June 30, 2023</u>	<u>September 30, 2023</u>
		Beginning Balance	Ending Balance
CASH AND INVESTMENT POOLS			
JPMorgan Chase Bank *	Market Value	\$ 10,482,672.07	\$ 10,944,921.46
TexPool	Market Value	\$ 15,618,785.73	\$ 11,639,236.13
Texas CLASS	Market Value	\$ 10,238,978.48	\$ 10,371,919.14
AGENCY SECURITIES			
	Book Value	\$ 79,489,103.39	\$ 79,161,977.49
	Market Value	\$ 79,348,631.79	\$ 79,040,482.51
	Par Value	\$ 80,233,000.00	\$ 80,233,000.00
TOTAL PORTFOLIO			
	Book Value	\$ 115,829,539.67	\$ 112,118,054.22
	Market Value	\$ 115,689,068.07	\$ 111,996,559.24
	Par Value	\$ 116,573,436.28	\$ 113,189,076.73
	Weighted Average Call/Maturity (in days)		126
	Weighted Average Maturity (in days)		126
	Weighted Average Yield to Maturity		4.69%
	Earnings / Current Year to Date	\$ 3,630,908.43	
	Accrued Interest	\$ 4,089,294.63	

COMPARATIVE YIELDS

Treasury Bill / 3 Month	5.56%
Treasury Bill / 6 Month	5.51%
Treasury Note / 1 Year	5.44%

* 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
 Finance Manager

Marie Kalka
 Finance Director

City of West University Place
Quarterly Portfolio Holdings
As of 9/30/2023

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	10,944,921.46	10,944,921.46	10,944,921.46	10,944,921.46	N/A	1		9.67
Sub Total / Average Cash			0.000	10,944,921.46	10,944,921.46	10,944,921.46	10,944,921.46		1	0.00	9.67
FAMC Bond											
FAMC 0 10/31/2023	31315KNR7	5/17/2023	5.024	10,233,000.00	9,999,923.57	10,189,734.32	10,185,155.04	10/31/2023	31	0.00	9.04
FAMC 0 6/11/2024	31315KXZ8	8/11/2023	5.363	10,000,000.00	9,565,375.00	9,636,625.00	9,626,666.67	6/11/2024	255	0.00	8.83
Sub Total / Average FAMC Bond			5.192	20,233,000.00	19,565,298.57	19,826,359.32	19,811,821.71		142	0.00	17.88
FHLB Bond											
FHLB 5.125 2/27/2024	3130AV4V1	2/28/2023	5.233	10,000,000.00	9,989,600.00	9,995,717.65	9,979,252.70	2/27/2024	150	46,979.17	8.83
FHLB 5.34 2/7/2024	3130AWDV9	6/7/2023	5.340	10,000,000.00	10,000,000.00	10,000,000.00	9,989,500.00	2/7/2024	130	78,616.67	8.83
FHLB 5.35 5/17/2024	3130AVRX2	9/14/2023	5.461	10,000,000.00	9,992,600.00	9,993,087.24	9,974,361.20	5/17/2024	230	237,777.78	8.83
Sub Total / Average FHLB Bond			5.345	30,000,000.00	29,982,200.00	29,988,804.89	29,943,113.90		170	363,373.62	26.50
Local Government Investment Pool											
LGIP LGIP	TEXASCLASS	10/26/2020	5.187	10,371,919.14	10,371,919.14	10,371,919.14	10,371,919.14	N/A	1		9.16
LGIP LGIP	TEXPOOL	9/30/2008	5.322	11,639,236.13	11,639,236.13	11,639,236.13	11,639,236.13	N/A	1		10.28
Sub Total / Average Local Government Investment Pool			5.258	22,011,155.27	22,011,155.27	22,011,155.27	22,011,155.27		1	0.00	19.45
Treasury Note											
T-Note 0.375 8/15/2024	91282CCT6	9/14/2023	5.428	10,000,000.00	9,553,125.00	9,574,404.76	9,568,359.40	8/15/2024	320	4,687.50	8.83
T-Note 0.75 12/31/2023	91282CDR9	11/10/2022	4.760	10,000,000.00	9,560,558.00	9,902,815.71	9,886,328.12	12/31/2023	92	18,750.00	8.83
T-Note 2.5 4/30/2024	91282CEK3	5/17/2023	4.818	10,000,000.00	9,786,328.13	9,869,592.81	9,830,859.38	4/30/2024	213	103,940.22	8.83
Sub Total / Average Treasury Note			5.002	30,000,000.00	28,900,011.13	29,346,813.28	29,285,546.90		208	127,377.72	26.50
Total / Average			4.693	113,189,076.73	111,403,586.43	112,118,054.22	111,996,559.24		126	490,751.34	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	10,482,672.07	10,944,921.46	10,482,672.07	10,944,921.46	10,482,672.07	10,944,921.46	1	1	0.000	0.00	N/A
Sub Total/Average Cash				10,482,672.07	10,944,921.46	10,482,672.07	10,944,921.46	10,482,672.07	10,944,921.46	1	1	0.000	0.00	0.00
Local Government Investment Pool														
LGIP LGIP	TEXASCLASS	10/26/2020	N/A	10,238,978.48	10,371,919.14	10,238,978.48	10,371,919.14	10,238,978.48	10,371,919.14	1	1	5.187	132,940.66	N/A
LGIP LGIP	TEXPOOL	9/30/2008	N/A	15,618,785.73	11,639,236.13	15,618,785.73	11,639,236.13	15,618,785.73	11,639,236.13	1	1	5.322	290,364.78	N/A
Sub Total/Average Local Government Investment Pool				25,857,764.21	22,011,155.27	25,857,764.21	22,011,155.27	25,857,764.21	22,011,155.27	1	1	5.258	423,305.44	0.00
US Agency														
FAMC 0 10/31/2023	31315KNR7	5/17/2023	10/31/2023	10,055,214.42	10,185,155.04	10,061,332.93	10,189,734.32	10,233,000.00	10,233,000.00	31	31	5.024	128,401.39	0.00
FAMC 0 6/11/2024	31315KXZ8	8/11/2023	6/11/2024	0.00	9,626,666.67	0.00	9,636,625.00	0.00	10,000,000.00	255	255	5.363	71,250.00	0.00
FHLB 0 7/28/2023	313384JS9	3/14/2023	7/28/2023	9,957,844.44	0.00	9,962,192.22	0.00	10,000,000.00	0.00				37,807.78	0.00
FHLB 0 9/29/2023	313384MH9	11/10/2022	9/29/2023	9,880,100.00	0.00	9,883,216.67	0.00	10,000,000.00	0.00				116,783.33	0.00
FHLB 5.125 2/27/2024	3130AV4V1	2/28/2023	2/27/2024	9,969,219.80	9,979,252.70	9,993,095.80	9,995,717.65	10,000,000.00	10,000,000.00	150	150	5.233	130,746.85	46,979.17
FHLB 5.34 2/7/2024	3130AVDV9	6/7/2023	2/7/2024	9,987,800.00	9,989,500.00	10,000,000.00	10,000,000.00	10,000,000.00	10,000,000.00	130	130	5.340	133,500.00	78,616.67
FHLB 5.35 5/17/2024	3130AVRX2	9/14/2023	5/17/2024	0.00	9,974,361.20	0.00	9,993,087.24	0.00	10,000,000.00	230	230	5.461	24,265.02	237,777.78
Sub Total/Average US Agency				49,850,178.66	49,754,935.61	49,899,837.62	49,815,164.21	50,233,000.00	50,233,000.00	159	159	5.284	642,754.37	363,373.62
US Treasury														
T-Note 0.375 8/15/2024	91282CCT6	9/14/2023	8/15/2024	0.00	9,568,359.40	0.00	9,574,404.76	0.00	10,000,000.00	320	320	5.428	22,910.19	4,687.50
T-Note 0.75 12/31/2023	91282CDR9	11/10/2022	12/31/2023	9,778,906.25	9,886,328.12	9,805,631.42	9,902,815.71	10,000,000.00	10,000,000.00	92	92	4.760	115,934.29	18,750.00
T-Note 2.5 4/30/2024	91282CEK3	5/17/2023	4/30/2024	9,760,546.88	9,830,859.38	9,813,266.70	9,869,592.81	10,000,000.00	10,000,000.00	213	213	4.818	118,826.11	103,940.22
T-Note 2.75 8/31/2023	9128284X5	3/14/2023	8/31/2023	9,959,000.00	0.00	9,970,367.65	0.00	10,000,000.00	0.00				75,963.87	0.00
Sub Total/Average US Treasury				29,498,453.13	29,285,546.90	29,589,265.77	29,346,813.28	30,000,000.00	30,000,000.00	208	208	5.000	333,634.46	127,377.72
Total / Average				115,689,068.07	111,996,559.24	115,829,539.67	112,118,054.22	116,573,436.28	113,189,076.73	126	126	4.686	1,399,694.27	490,751.34

City of West University Place
Quarterly Investment Report - By Transaction
Begin Date: 6/30/2023, End Date: 9/30/2023

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	10,482,672.07	10,944,921.46	10,482,672.07	10,944,921.46	10,482,672.07	10,944,921.46	0.000	0.000	N/A	0.00	0.00
Cash		10,482,672.07	10,944,921.46	10,482,672.07	10,944,921.46	10,482,672.07	10,944,921.46	0.000	0.000	0.00	0.00	0.00
Local Government Investment Pool												
LGIP LGIP	TEXASCLASS	10,238,978.48	10,371,919.14	10,238,978.48	10,371,919.14	10,238,978.48	10,371,919.14	4.959	5.187	N/A	132,940.66	132,940.66
LGIP LGIP	TEXPOOL	15,618,785.73	11,639,236.13	15,618,785.73	11,639,236.13	15,618,785.73	11,639,236.13	5.054	5.322	N/A	290,364.78	290,364.78
Local Government Investment Pool		25,857,764.21	22,011,155.27	25,857,764.21	22,011,155.27	25,857,764.21	22,011,155.27	5.017	5.258	0.00	423,305.44	423,305.44
US Agency												
FAMC 0 10/31/2023	31315KNR7	10,233,000.00	10,233,000.00	10,055,214.42	10,185,155.04	10,061,332.93	10,189,734.32	5.024	5.024	0.00	0.00	128,401.39
FAMC 0 6/11/2024	31315KXZ8	0.00	10,000,000.00	0.00	9,626,666.67	0.00	9,636,625.00		5.363	0.00	0.00	71,250.00
FHLB 0 7/28/2023	313384JS9	10,000,000.00	0.00	9,957,844.44	0.00	9,962,192.22	0.00	4.952		0.00	0.00	37,807.78
FHLB 0 9/29/2023	313384MH9	10,000,000.00	0.00	9,880,100.00	0.00	9,883,216.67	0.00	4.820		0.00	0.00	116,783.33
FHLB 5.125 2/27/2024	3130AV4V1	10,000,000.00	10,000,000.00	9,969,219.80	9,979,252.70	9,993,095.80	9,995,717.65	5.233	5.233	46,979.17	256,250.00	130,746.85
FHLB 5.34 2/7/2024	3130AWDV9	10,000,000.00	10,000,000.00	9,987,800.00	9,989,500.00	10,000,000.00	10,000,000.00	5.340	5.340	78,616.67	89,000.00	133,500.00
FHLB 5.35 5/17/2024	3130AVRX2	0.00	10,000,000.00	0.00	9,974,361.20	0.00	9,993,087.24		5.461	237,777.78	0.00	24,265.02
US Agency		50,233,000.00	50,233,000.00	49,850,178.66	49,754,935.61	49,899,837.62	49,815,164.21	5.076	5.284	363,373.62	345,250.00	642,754.37
US Treasury												
T-Note 0.375 8/15/2024	91282CCT6	0.00	10,000,000.00	0.00	9,568,359.40	0.00	9,574,404.76		5.428	4,687.50	0.00	22,910.19
T-Note 0.75 12/31/2023	91282CDR9	10,000,000.00	10,000,000.00	9,778,906.25	9,886,328.12	9,805,631.42	9,902,815.71	4.760	4.760	18,750.00	0.00	115,934.29
T-Note 2.5 4/30/2024	91282CEK3	10,000,000.00	10,000,000.00	9,760,546.88	9,830,859.38	9,813,266.70	9,869,592.81	4.818	4.818	103,940.22	0.00	118,826.11
T-Note 2.75 8/31/2023	9128284X5	10,000,000.00	0.00	9,959,000.00	0.00	9,970,367.65	0.00	4.541		0.00	137,500.00	75,963.87
US Treasury		30,000,000.00	30,000,000.00	29,498,453.13	29,285,546.90	29,589,265.77	29,346,813.28	4.705	5.000	127,377.72	137,500.00	333,634.46
		116,573,436.28	113,189,076.73	115,689,068.07	111,996,559.24	115,829,539.67	112,118,054.22	4.506	4.686	490,751.34	906,055.44	1,399,694.27

City of West University Place
Quarterly Transaction Summary - by Action
Begin Date: 06/30/2023, End Date: 09/30/2023

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													
FAMC 0 6/11/2024	31315KXZ8	0.000	US Agency	FAMC Bond	6/11/2024	8/11/2023	8/10/2023	10,000,000.00	9,565,375.00	0.00	9,565,375.00	95.65375	5.363
FHLB 5.35 5/17/2024	3130AVRX2	5.350	US Agency	FHLB Bond	5/17/2024	9/14/2023	9/13/2023	10,000,000.00	9,992,600.00	214,000.00	10,206,600.00	99.926	5.461
T-Note 0.375 8/15/2024	91282CCT6	0.375	US Treasury	Treasury Note	8/15/2024	9/14/2023	9/13/2023	10,000,000.00	9,553,125.00	3,057.07	9,556,182.07	95.53125	5.428
Sub Total / Average Buy								30,000,000.00	29,111,100.00	217,057.07	29,328,157.07		
Deposit													
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	8/31/2023	8/31/2023	718,485.89	718,485.89	0.00	718,485.89	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/30/2023	9/30/2023	83,531.23	83,531.23	0.00	83,531.23	100	0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/30/2023	9/30/2023	44,115.41	44,115.41	0.00	44,115.41	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/25/2023	9/25/2023	350,000.00	350,000.00	0.00	350,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/14/2023	9/14/2023	300,000.00	300,000.00	0.00	300,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/7/2023	9/7/2023	32.51	32.51	0.00	32.51	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/6/2023	9/6/2023	5,653.17	5,653.17	0.00	5,653.17	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/6/2023	9/6/2023	11,254.47	11,254.47	0.00	11,254.47	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/5/2023	9/5/2023	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	8/31/2023	8/31/2023	106,723.18	106,723.18	0.00	106,723.18	100	0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/31/2023	8/31/2023	45,254.22	45,254.22	0.00	45,254.22	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/30/2023	8/30/2023	2,199.08	2,199.08	0.00	2,199.08	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/25/2023	8/25/2023	34,845.64	34,845.64	0.00	34,845.64	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/25/2023	8/25/2023	62,173.92	62,173.92	0.00	62,173.92	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/25/2023	8/25/2023	600,000.00	600,000.00	0.00	600,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/18/2023	8/18/2023	40,069.83	40,069.83	0.00	40,069.83	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/10/2023	8/10/2023	9,620.77	9,620.77	0.00	9,620.77	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/10/2023	8/10/2023	21,420.47	21,420.47	0.00	21,420.47	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/4/2023	8/4/2023	66.56	66.56	0.00	66.56	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/4/2023	8/4/2023	690.55	690.55	0.00	690.55	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/4/2023	8/4/2023	1,527.36	1,527.36	0.00	1,527.36	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/3/2023	8/3/2023	29,942.25	29,942.25	0.00	29,942.25	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/3/2023	8/3/2023	49,060.19	49,060.19	0.00	49,060.19	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/3/2023	8/3/2023	8,700,000.00	8,700,000.00	0.00	8,700,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/31/2023	7/31/2023	100,110.37	100,110.37	0.00	100,110.37	100	0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/31/2023	7/31/2023	43,571.03	43,571.03	0.00	43,571.03	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/26/2023	7/26/2023	13,337.28	13,337.28	0.00	13,337.28	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/26/2023	7/26/2023	30,286.77	30,286.77	0.00	30,286.77	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/24/2023	7/24/2023	450,000.00	450,000.00	0.00	450,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/20/2023	7/20/2023	6,975.92	6,975.92	0.00	6,975.92	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/20/2023	7/20/2023	15,990.28	15,990.28	0.00	15,990.28	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/17/2023	7/17/2023	49.66	49.66	0.00	49.66	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/6/2023	7/6/2023	16,139.38	16,139.38	0.00	16,139.38	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/6/2023	7/6/2023	36,650.42	36,650.42	0.00	36,650.42	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/3/2023	7/3/2023	8,650,000.00	8,650,000.00	0.00	8,650,000.00	100	0.000
Sub Total / Average Deposit								30,579,777.81	30,579,777.81	0.00	30,579,777.81		
Interest													
FHLB 5.125 2/27/2024	3130AV4V1	5.125	US Agency	FHLB Bond	2/27/2024	8/27/2023	8/27/2023	0.00	0.00	256,250.00	256,250.00	0.000	0.000
FHLB 5.34 2/7/2024	3130AWDV9	5.340	US Agency	FHLB Bond	2/7/2024	8/7/2023	8/7/2023	0.00	0.00	89,000.00	89,000.00	0.000	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/30/2023	9/30/2023	0.00	0.00	83,531.23	83,531.23	0.000	0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/30/2023	9/30/2023	0.00	0.00	44,115.41	44,115.41	0.000	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/31/2023	8/31/2023	0.00	0.00	106,723.18	106,723.18	0.000	0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	8/31/2023	8/31/2023	0.00	0.00	45,254.22	45,254.22	0.000	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/31/2023	7/31/2023	0.00	0.00	100,110.37	100,110.37	0.000	0.000
LGIP LGIP	TEXASCLASS	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/31/2023	7/31/2023	0.00	0.00	43,571.03	43,571.03	0.000	0.000
T-Note 2.75 8/31/2023	9128284X5	2.750	US Treasury	Treasury Note	8/31/2023	8/31/2023	8/31/2023	0.00	0.00	137,500.00	137,500.00	0.000	0.000
Sub Total / Average Interest								0.00	0.00	906,055.44	906,055.44		
Matured													
FHLB 0 7/28/2023	313384JS9	0.000	US Agency	FHLB Bond	7/28/2023	7/28/2023	7/28/2023	10,000,000.00	10,000,000.00	0.00	10,000,000.00	0	0.000
FHLB 0 9/29/2023	313384MH9	0.000	US Agency	FHLB Bond	9/29/2023	9/29/2023	9/29/2023	10,000,000.00	10,000,000.00	0.00	10,000,000.00	0	0.000
T-Note 2.75 8/31/2023	9128284X5	2.750	US Treasury	Treasury Note	8/31/2023	8/31/2023	8/31/2023	10,000,000.00	10,000,000.00	0.00	10,000,000.00	0	0.000
Sub Total / Average Matured								30,000,000.00	30,000,000.00	0.00	30,000,000.00		
Withdraw													
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	9/30/2023	9/30/2023	15,157.56	15,157.56	0.00	15,157.56	0	0.000
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	7/31/2023	7/31/2023	241,078.94	241,078.94	0.00	241,078.94	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/28/2023	9/28/2023	750,000.00	750,000.00	0.00	750,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/14/2023	9/14/2023	9,556,182.07	9,556,182.07	0.00	9,556,182.07	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/14/2023	9/14/2023	10,206,600.00	10,206,600.00	0.00	10,206,600.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	9/7/2023	9/7/2023	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	8/14/2023	8/14/2023	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	8/11/2023	8/11/2023	9,565,375.00	9,565,375.00	0.00	9,565,375.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/27/2023	7/27/2023	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	7/27/2023	7/27/2023	1,727,525.88	1,727,525.88	0.00	1,727,525.88	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	7/12/2023	7/12/2023	800,000.00	800,000.00	0.00	800,000.00	0	0.000
Sub Total / Average Withdraw								33,961,919.45	33,961,919.45	0.00	33,961,919.45		