



City of West University Place

A Neighborhood City

CITY COUNCIL

Bob Higley, Mayor
Kevin Trautner, Mayor Pro Tem
Lauri Lankford, Councilmember
John P. Barnes, Councilmember
Ed Sobash, Councilmember

STAFF

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

City Council Meeting Agenda

Notice is hereby given of a **Workshop and Regular Meeting** of the West University Place City Council to be held remotely on **Monday, April 26, 2021** beginning at **5:30 p.m.** for the purpose of considering the agenda of items listed.

Due to the Novel Coronavirus (COVID 19) pandemic and CDC's recommendation regarding social distancing measures, the meeting will be held via Zoom, which will allow for two-way communications between Council and the public for those desiring to participate. To attend the meeting via telephonic means, please **call 346-248-7799** or you can **join via <https://us02web.zoom.us/j/85283267120>**. **The Meeting ID Number is 852 8326 7120**. Should you have difficulty entering the meeting or need assistance during the meeting, email westuzoom@westutx.gov.

Any person interested in speaking 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 **one (1) hour 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 be 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 one day 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 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.**

WORKSHOP (5:30 p.m.)

1. Call Workshop to Order/Roll Call

2. Drinking Water Capacity and Efficiency Study

Matters related to the City's final presentation regarding the drinking water capacity and efficiency study. *Recommended Action: Discuss and take any desired action.* **Mr. Gerardo Barrera, Public Works Director**

3. Adjourn Workshop

REGULAR MEETING (6:30 p.m.)

4. Call Regular Meeting to Order/Roll Call

5. Pledge of Allegiance

6. 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 can 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.

7. Citywide Speed and Safety Plan Ordinance

Matters related to an ordinance approving the Citywide Speed and Safety Plan. *Recommended Action: Approve the ordinance adopting the proposed amendments to Chapter 46, Article II that adds Section 46-47.01 to the Code of Ordinances on the first of two readings. Mr. Gerardo Barrera Public Works Director* [see Agenda Memo 7]

8. Award Preliminary Engineering Report (PER) for Effluent Water Reclamation Project

Matters related to awarding PER for the Effluent Water Reclamation Project. *Recommended Action: Award contract to complete the Preliminary Engineering Report for the Effluent Water Reclamation Project to Kimley-Horn and authorize the City Manager to execute the contract. Mr. Gerardo Barrera, Public Works Director* [see Agenda Memo 8]

9. COVID-19

Matters related to COVID-19. *Recommended Action: Discuss and take any desired action. Mr. Aaron Taylor, Fire Chief and Emergency Management Coordinator* [see Agenda Memo 9]

10. 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 Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. City Council Minutes

Approve Minutes of the regular meeting of April 12, 2021. *Recommended Action: Approve Minutes of April 12, 2021. Ms. Thelma Gilliam, City Secretary* [see Agenda Memo 10A]

B. Quarterly Investment Report

Matters related to accepting the City's Quarterly Investment Report. *Recommended Action: Accept the City's March 2021 Quarterly Investment Report. Ms. Katherine DuBose, Finance Director* [see Agenda Memo 10B]

11. Adjourn Regular Meeting

In compliance with the Americans with Disabilities Act, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting to see whether the City can arrange for accommodations to assist in your participation in the meeting.

I certify that the attached amended notice and agenda of items to be considered by the West University Place City Council on April 26th, 2021 was posted on the Municipal Building bulletin board on April 23rd, 2021, at approximately 1:15 o'clock 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 | 4.26.2021 | Agenda Item | 7 |
| Approved by City Manager | Yes | Presenter(s) | G. Barrera, Director |
| Reviewed by City Attorney | Yes | Department | Public Works |
| Subject | Citywide Speed and Safety Plan Ordinance | | |
| Attachments | Ordinance Amendment | | |
| Financial Information | Expenditure Required: | | None |
| | Amount Budgeted: | | None |
| | Account Number: | | None |
| | Additional Appropriation Required: | | None |
| | Additional Account Number: | | None |

Executive Summary

In February 2020, City Council approved a Citywide Speed and Safety Traffic Study to evaluate the existing traffic conditions in the City and provide a recommendation to justify the reduction of the prima facie speed limit from 30 mph to 25 mph.

Texas Transportation Code Section 545.356(a) provides that a City Council may alter the prima facie speed limits for a highway or part of a highway in the municipality from the results of an engineering and traffic investigation.

At the February 10, 2021 and April 12, 2021 workshops with Council, the City’s Traffic Engineer (TEI) presented detailed reviews of data collected during the study, which included baseline speed and traffic volumes, crash data, pedestrian and bicycle incidents, and underlying contributing factors. The collected data, coupled with the use of the engineer’s Safe Speed Tool, resulted in the engineer’s recommendation to reduce the speed limit from 30 mph to 25mph for the majority of City streets (excluding Buffalo Speedway, the 4100-4200 blocks of Bissonnet Street and others identified in current ordinance).

At the direction of Council to proceed with implementing the reduction of the prima facie speed within the City to 25 mph, the following is the proposed addition to Chapter 46, Motor Vehicles and Traffic of the City’s Code of Ordinances:

- **Section 46-47.01 – 25 MPH Speed Limit** – Unless a special hazard exists that requires a slower speed for compliance with the Texas Transportation Code Section 541.351, the following speeds are lawful:
 - (1) 25 miles per hour in an urban district to a two lane undivided street
 - (2) Those speeds provided by Section 46-46 and 46-47 of this Code of Ordinances

A speed in excess of 25 miles per hour on a two lane undivided street is prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful.

Recommended Action

Staff recommends that City Council approve the proposed amendments to Chapter 46, Article II that adds Section 46-47.01 to the Code of Ordinances on the first of two readings.

**City of West University Place
Harris County, Texas**

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, AMENDING CHAPTER 46, MOTOR VEHICLES AND TRAFFIC, BY ADDING A NEW SECTION 46-47.01, 25 MPH SPEED LIMIT, PROVIDING A 25 MPH SPEED LIMIT FOR TWO LANE UNDIVIDED STREETS; PROVIDING FOR A PENALTY UP TO \$200.00 PER DAY FOR EACH VIOLATION; REQUIRING PUBLICATION; AND MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

Whereas, Texas Transportation Code Section 545.356(a) provides that the City Council may alter the prima facie speed limits for a highway or part of a highway (street) in the City from the results of an engineering and traffic investigation; and

Whereas, the City Council has considered the results of an engineering and traffic investigation by Traffic Engineers and city staff; and

Whereas, the City Council finds that the 30 mile per hour speed limit in an urban district on a street in the City of West University Place is unreasonable and unsafe; and

Whereas, the City Council finds and declares that 25 miles per hour is the maximum safe and reasonable speed for streets within the City that are not part of the state highway system; and

Whereas, the speed limits set by City Council are effective when City Council erects signs giving notice of the new limits;

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

Section 1. Preamble. The facts and matters set forth in the preamble of this Ordinance are found to be true and correct and incorporated herein for all purposes.

Section 2. Chapter 46, Motor Vehicles and Traffic, of the Code of Ordinances of the City of West University Place, Texas, is amended by the addition of a new Section 46-47.01, 25 MPH Speed Limit, to read as follows:

“Section 46-47.01 – 25 MPH Speed Limit

(a) Unless a special hazard exists that requires a slower speed for compliance with Texas Transportation Code Section 541.351(b), the maximum lawful speed on a two lane undivided street is 25 miles per hour.

(b) A speed in excess of the limits established by Subsection (a) or under another provision of this Chapter is prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful.”

Section 3. Signage. The Director of Public Works shall cause speed limit signs and other traffic-control devices to be erected at such locations deemed necessary to provide reasonable notice of the above speed limits.

Section 4. Penalty. A violation of this ordinance shall be a Class C misdemeanor, and the penalty for violating this ordinance shall be a fine not exceeding Two Hundred and No/100 Dollars (\$200.00) for each offense.

Section 5. Savings/Repealing Provision. All ordinances and parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict only.

Section 6. Severability. If any provision of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 7. Effective Date. This ordinance takes effect immediately upon its passage and adoption on second reading and the publication of the caption, as required by the City Charter and state law.

PASSED, APPROVED AND ADOPTED ON FIRST READING on the _ day of _____, 2021.

PASSED, APPROVED AND ADOPTED ON SECOND READING, AND SIGNED, on the _ day of _____, 2021.

Attest:

Signed:

City Secretary (Seal)

Mayor

Recommended: _____
City Manager

Approved as to form: By: _____
Olson & Olson, LLP, City Attorney



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

| | | | |
|----------------------------------|---|---------------------|----------------------|
| Meeting Date | 4.26.2021 | Agenda Item | 8 |
| Approved by City Manager | Yes | Presenter(s) | G. Barrera, Director |
| Reviewed by City Attorney | Yes | Department | Public Works |
| Subject | Award Preliminary Engineering Report (PER) for Effluent Water Reclamation Project | | |
| Attachments | Professional Services Contract | | |
| Financial Information | Expenditure Required: | \$106,500 | |
| | Amount Budgeted: | \$110,000 | |
| | Account Number: | 340-7000-85001 | |
| | Additional Appropriation Required: | None | |
| | Additional Account Number: | None | |

Executive Summary

In February 2020, staff contracted with Kimley-Horn to evaluate alternatives for potable and non-potable uses for treated effluent water from the Wastewater Treatment Plant (WWTP). With Council's support after the September 2020 workshop, staff recommended the non-potable reuse option with an interested end user.

Since September of 2020, Kimley-Horn and City staff held a series of meetings with the interested end-user regarding their needs in terms of quantity and quality of treated effluent, which was determined to be acceptable.

The next phase of this project is to complete a preliminary engineering study, which will begin the preliminary layout of the project to get the treated effluent from the City's WWTP to the interested end user's location. Staff solicited Statements of Qualifications for this project and received two proposals from qualified firms. After review of both proposals by staff and the City Engineer, Kimley-Horn was selected to complete the PER, which is expected to take approximately three (3) months to complete after receiving the notice to proceed.

Kimley-Horn is well versed in the City's wastewater operations after completing the City's Wastewater Efficiency Study, as well as, selected to complete the city's WWTP Master Plan PER. Funding for this project is part of the WWTP Master Plan project.

Recommended Action

Staff recommends that City Council award the contract to complete the Preliminary Engineering Report for the Effluent Water Reclamation Project to Kimley-Horn in an amount not to exceed \$106,500 and authorize the City Manager to execute the contract.



The City of West University Place

PROFESSIONAL SERVICES AGREEMENT

Revised 12/13/2019

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

I. Summary of Contract Terms.

Contractor: Kimley-Horn

Description of Services/Scope of Work: Engineering Services For Reclaimed Water– Preliminary Engineering

Base Contract Price: “not to exceed” \$106,500.00

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: _____

Termination Date: _____

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 written notice to Contractor. If the City terminates 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 as provided in this paragraph 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. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City Council 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. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or

otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section IV B applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship.

- C. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Contract neither the Contractor, 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.

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. Proposal

B. City’s Additional Contract Documents:

1. City of West University Place, Required Insurance for Designated Professional Services Contracts

END OF DOCUMENT



April 14, 2021

Mr. Gerardo Barrera
Public Works Director
City of West University Place
3826 Amherst
West University Place, Texas 77005

Re: Professional Services Agreement for Reclaimed Water Preliminary Engineering Report

Dear Mr. Barrera:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of West University Place, Texas ("Client") for providing preliminary design services for implementation for a reclaimed water system at the Wastewater Treatment Plant (WWTP) and delivery to the Thermal Energy Corporation (TECO). This project phase will be followed by additional phases for final design, bid phase services, and construction phase services.

Project Understanding

The City of West University Place is the owner and operator of a WWTP located at 2801 North Braeswood Boulevard. The plant was constructed in 1982 and is permitted for an average daily flow of 2.0 million gallon per day (MGD) and a peak flow of 6.0 MGD. The WWTP is located on a parcel which is approximately 3.7 acres total area. The proposed site for delivery of reclaimed water is the Paul G. Bell Jr. TECO Energy plant located at 1615 Braeswood Blvd.

The City recently prepared a Master Plan for the WWTP to document the existing processes, provide alternatives for future operational scenarios, and provide a capital improvement plan for the WWTP. In the Master Plan, a reclaimed water project was identified, and the City authorized a study to further analyze potential uses and end users of the reclaimed WWTP effluent. TECO was identified as a potential end user and purchaser for the reclaimed water. In this scope of services, Kimley-Horn will provide professional engineering services to prepare a Preliminary Engineering Report identifying the necessary infrastructure improvements needed to delivery reclaimed water to TECO.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Prepare Preliminary Engineering Report (PER)

Kimley-Horn will prepare a PER for the Reclaimed Water System components through the following tasks:

- Attend a kick-off meeting with the Client to develop design criteria and a schedule for the project.
- Data Collection: Client has already provided WWTP effluent and operating data including: pH, hardness, iron, copper, other metals, chlorine, SO₄, silica, phosphorous, orthophosphate,

manganese, TOC, COD, NH₃, TSS, and VSS. At the request of TECO, Client will provide influent ammonia and total kjeldahl nitrogen and additional composite effluent sample analysis of these water quality parameters.

- Coordinate with TECO on delivered water quantity and quality requirements, if any
- Equipment Selection: Conduct the pre-design equipment selection process including: the following:
 - Prepare equipment selection criteria based on Client input for the following items: Booster Pumps, Reclaimed Water Storage Tank, and Tertiary Filter.
 - Preliminary Technical Specifications: Once the equipment list has been selected and approved by Client and TECO, prepare preliminary technical specification for the equipment and base design around selected equipment.
 - Civil Design: Perform preliminary civil engineering services to design and size the following Reclaimed Water system components: transmission pipeline, booster pumps, storage tank, tertiary filters, and instrumentation and controls.
- Provide analysis for three scenarios.
- Provide design calculations, hydraulic grade line, technical analysis, graphs, and technical assumptions required by TCEQ to support the design for the selected alignment.
- Coordinate with City of Houston on design criteria and acceptable location of proposed reclaimed water pipe within their right-of-way. Reclaimed water pipe alignment will be based on Texas Natural Resources Information System (TNRIS) LiDAR data and City of Houston Geographic Information Management System (GIMS) data.
- Kimley-Horn will prepare a PER document containing the findings and recommendations resulting from this Phase of work. PER will include the following items:
 - Executive Summary
 - Project Location: Describe project boundaries and locations.
 - Include location and lay-out maps.
 - Summary of Water Quality Samples of WWTP effluent
 - Summary of proposed Reclaimed Water system infrastructure improvements
 - Recommended process operation
 - Recommended Reclaimed pipeline alignment location: Describe the proposed alignment and location of the pipeline within the public right-of-way based on available City of Houston record drawing information and geographic information system.
 - Traffic Control Analysis: City of Houston driveway access change requirements
 - Description of required local and state Permits and Licenses
 - Tree/Landscaping Impacts: Describe the potential impact on existing trees/landscaping. Delineate between protected and non-protected trees under the City's ordinance and measures to protect those trees covered by the ordinance.
 - Identification of requirements to construct improvements in the Right-of-Way including sidewalks, driveways, encroachments, additions or replacements.
 - Opinion of Probable Construction Costs (OPCC): Prepare an OPCC for the recommended Project. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

- PER Exhibits
 - Project location maps: Prepare a color map of Project Area(s). Include a separate vicinity map of general Project Area(s).
 - Proposed site plan
 - Proposed process flow diagram
 - Proposed Reclaimed Water Line Alignment

Meetings:

- Prepare for and conduct two review meetings with Client.
- Prepare for and conduct one meeting with TECO

Deliverables:

- Meeting notes from kickoff meeting documenting agreed upon design criteria and project schedule.
- Six (6) copies of draft PER.
- Six (6) copies of final PER.

Services/Deliverables provided by the Client:

- Provide requested data and facilitate access to the WWTP.
- Provide End-User agreement draft between Client and TECO
- Attend kickoff and review meetings.
- Review and comment on the draft PER.

Task 2: Agency Coordination

Concurrently with the Preliminary Engineering Report Task, Kimley-Horn will assist the City in coordinating with Agencies and preparing applications for the following permits:

- TCEQ Reuse Authorization and Construction Authorization
- City of Houston Floodplain Coordination
- City of Houston Construction Coordination
- TCEQ Reuse Authorization and Construction Authorization: The Consultant will prepare a Reuse of Domestic Reclaimed Water application suitable for submittal to the Texas Commission on Environmental Quality (TCEQ) through the following tasks:
 - TCEQ Authorization Application: Consultant will prepare applications for TCEQ permit. Application will include administrative section including color maps and figures, operation and maintenance plan, and user contract (to be provided by Client) as required in the current version of the application.
 - Review Meeting: Client and Consultant will attend a review meeting at the Consultant's office to review the draft permit application for up to two (2) hours. Consultant will prepare final permit application based on comments from the review meeting.
 - Address TCEQ Comments: Consultant will prepare one revised permit application, if required, based on comments from the regulatory agency.
- City of Houston Floodplain Modifications: The City of Houston has identified portions of the WWTP site to be within a conveyance zone due to floodway or buffer or overflow and depth, which is defined as any area with a floodplain depth greater than 18-inches. The study will include analysis of proposed improvements on the TECO site which is within the FEMA Zone AE floodplain.

- Kimley-Horn will perform a preliminary hydraulic analysis to determine a proposed extent of improvements that will result in no-adverse impact to Brays Bayou.
- Kimley-Horn will download the effective hydraulic model for Brays Bayou (D100-00-00) from the Harris County Flood Control District (HCFCD) Model and Map Management (M3) System as the basis for this analysis.
- Kimley-Horn will modify the effective model to create a revised existing condition with updated topographic information within the subject tract. Revised existing condition geometry will be based on on-ground survey topographic information and LIDAR topographic information available from the Texas Natural Resources Information System (TNRIS).
- Kimley-Horn will modify the revised existing geometry to create a proposed condition model based on a client approved conceptual proposed condition prepared under a separate task.
- Kimley-Horn will modify the proposed condition model one time as needed to meet the City requirement of no-adverse impact.
- Kimley-Horn will summarize the results of this task in a hydraulic workmap exhibit and email for submittal to the Client. Creation and submittal of a No Impact Study can be performed as a separate task.
- City of Houston Construction Coordination: The WWTP site and TECO is within the City of Houston (CoH) jurisdiction. Reclaimed water system improvements on the WWTP site as well as the reclaimed water line installation will require coordination with the CoH permitting department for approvals of site civil plans and encroachment agreements. Kimley-Horn will coordinate the proposed design with CoH to discuss the reclaimed water project required improvements.

Meetings:

- Prepare for and conduct two review meetings with Client.

Deliverables:

- Draft TCEQ Reuse Authorization Application Packet – three (3) copies
- Review Meeting
- Final Permit Application – three (3) copies for Client, four (4) copies for TCEQ
- Revised Permit Application – three (3) copies for Client, four (4) copies for TCEQ, if required
- Floodplain hydraulic analysis memo – three (3) copies for Client, four (4) copies for City of Houston

Services/Deliverables provided by the Client:

- Provide requested data and facilitate access to the WWTP.
- Attend review meetings.
- Pay any applicable application fees.
- Review and comment on the draft documents.

Task 3: Project Management, Meetings, and Quality Control

Kimley-Horn will perform general project management related tasks such as routine communication with the Client, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule:

- Kick-off Meeting: Consultant will facilitate a kick-off meeting at Client's office. Consultant will provide agenda, detailed project schedule, and reporting procedures.
- Progress Meetings: Consultant will facilitate bi-weekly small group conference calls to discuss project schedule and deliverables. Once a month, for four months, we will meet with the City at their office for detailed progress meeting.
- Agency Meetings: Consultant will facilitate up to four coordination meetings with TCEQ, City of Houston, or other key agencies.
- Council Workshops: Kimley-Horn will conduct two workshops with the City Council during this phase of the project to share design progress and receive input and feedback. For each meeting, Kimley-Horn will provide brief handouts (estimated at 3 pages) and powerpoint presentations (estimated at 12 slides for each meeting). Up to three members of Kimley-Horn's staff will attend, present information, and answer questions at each meeting.
- Quality Control/Quality Assurance: Perform quality control/quality assurance throughout the project duration on project deliverables, design calculations, and design reports.

Meetings:

- Listed above

Deliverables:

- Meeting agendas and meeting notes.

Services/Deliverables provided by the Client:

- Attend and participate in meetings.
- Review and comment on the agendas and notes.
- City will provide a meeting space, announcement of meeting, and staff to attend and answer questions.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

- Attending meetings with or on behalf of the Client not identified in the scope.
- Preliminary Design Phase Services
- On the ground survey
- Subsurface Utility Engineering
- Final Design Phase Services
- Bid Phase Services
- Surveying Services
- Construction Contract Administration
- Resident Project Representation
- Archaeological study, cultural study, or coordination with Texas Historical Commission
- Environmental studies
- Evaluation of additional treatment technologies.
- Preparation for or attendance of mediation between the Client and other parties.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

- Water quality data listed in Task 1
- Record Drawings and previous survey documents
- Flood Study prepared by IDS Engineering Group
- End User agreement draft with TECO

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Attend kickoff meeting within 10 business days of notice to proceed.
- Provide draft PER within 90 calendar days of kickoff meeting and receipt of required data.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 through 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Preliminary Engineering Report Tasks

| | |
|--|----------|
| Task 1 Prepare Preliminary Engineering Report..... | \$70,800 |
| Task 2 Agency Coordination..... | \$13,700 |
| Task 3 Project Management, Meetings, and Quality Control | \$22,000 |

Total Lump Sum Fee \$106,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

All permitting, application, and similar project fees will be paid directly by the Client.

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to accountspayable@westutx.gov

Please copy gbarrera@westutx.gov

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

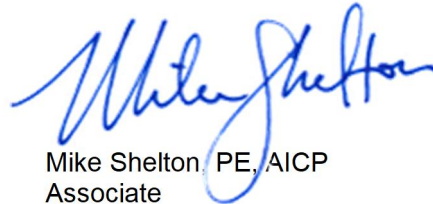
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Aaron K. Rader, PE
Vice President



Mike Shelton, PE, AICP
Associate

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.

CITY OF WEST UNIVERSITY PLACE

REQUIRED INSURANCE PROVISIONS FOR DESIGNATED PROFESSIONAL SERVICE CONTRACTS

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.



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

| | | | |
|----------------------------------|------------------------------------|---------------------|----------------------------|
| Meeting Date | 04.26.2021 | Agenda Item | 9 |
| Approved by City Manager | N/A | Presenter(s) | A. Taylor, EMC, Fire Chief |
| Reviewed by City Attorney | N/A | Department | Fire |
| Subject | COVID-19 Update | | |
| Attachments | None | | |
| Financial Information | Expenditure Required: | | None |
| | Amount Budgeted: | | None |
| | Account Number: | | None |
| | Additional Appropriation Required: | | None |
| | Additional Account Number: | | None |

Executive Summary

Update and discussion between City Council and staff on COVID-19.

Recommended Action

Report and discussion purposes only, no action recommended.



AGENDA MEMO

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

| | | | |
|----------------------------------|------------------------------------|---------------------|----------------------------|
| Meeting Date | 04.26.2021 | Agenda Item | 10A |
| 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

The regular Meeting Minutes of April 12, 2021 are attached.

Recommended Action

Staff recommends approval of the Minutes.



The City of West University Place

A Neighborhood City

CITY COUNCIL

Bob Higley, Mayor
Kevin Trautner, Mayor Pro Tem
John P. Barnes, Councilmember
Lauri Lankford, Councilmember
Ed Sobash, Councilmember

STAFF

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

CITY COUNCIL MEETING MINUTES

The City Council of the City of West University Place, Texas, **met via Zoom** in a workshop and regular meeting on **Monday, April 12, 2021**, beginning at **5:30 p.m.** due to social distancing guidelines suggested by the CDC in light of the Novel Coronavirus (COVID 19).

WORKSHOP (5:30 p.m.)

1. Call Workshop to Order/Roll Call

Mayor Higley called the virtual meeting to order at 5:30 p.m. Mayor Pro Tem Trautner and Councilmembers Barnes, Lankford and Sobash were all present.

Staff present were City Manager Beach, City Attorney Bounds, City Secretary Gilliam, Police Chief Walker, Assistant to the City Manager Thompson, and Public Works Director Barrera.

Dustin Qualls with Traffic Engineers also attended.

2. City-wide Traffic Study

Matters related to an update on a citywide speed and safety traffic study. **Mr. Gerardo Barrera, Public Works Director and Mr. Dustin Qualls with Traffic Engineers**

Mr. Dustin Qualls of Traffic Engineers, Inc. gave the presentation. He said the goal of the presentation was to review:

- Plan objectives from the previous workshop
- Existing conditions utilized in speed studies (to identify areas for detailed study and safety enhancements and capitalize on city-wide detailed data collection to develop a Safe Streets Toolbox for the City)
- Safe speed study methodology
- Preliminary toolbox features

After discussion, Mr. Qualls summarized the final recommendations outlined below:

- 25 mph for City-wide speed limit for non-posted speeds above and beyond 25 mph
- Existing school zones and 20 mph park zones would remain
- Buffalo Speedway, Bissonnet Street, Wesleyan Street will all remain at their existing speed limits
- All other minor arterials and major collectors to be reduced to 25 mph

Councilmember Barnes inquired as to why there is not a recommendation for 20 mph along WestPoint adjacent to the Rec Center due to it being a part of the City's park system and being a safety issue with children in the area all the time. Mr. Qualls said he does not have the answer to that right now, but if it is considered a park it should be consistent with the 20 mph around other West U Parks. Public Works Director Barrera said per ordinance he does not believe the Rec Center is designated as a park so it would not warrant the 20 mph. City Manager Beach said staff review this issue.

Regarding a question about the intersection at Bissonnet and Westchester, Public Works Director Barrera said those counts are not included in this study because those streets are in the City of Houston's jurisdiction. City Manager Beach said if the City's engineers feel that West U needs to have the Bissonnet counts, the City will collect those counts and notify the City of Houston as a courtesy.

Based on everything heard tonight, Public Works Director Barrera said staff would come back before Council with the recommendation to change the ordinance to lower the prima facie speed limit from 30 mph to 25 mph, with caveats relating to the Rec Center and the stretch of Wroxton between Buffalo Speedway and Kirby.

City Manager Beach confirmed with Council his intent to bring an ordinance before Council at its meeting on April 26, 2021 recommending that the speed limits within West U be reduced to 25 mph, unless otherwise posted.

3. Adjourn Workshop

At 6:25 p.m., Mayor Higley adjourned the workshop.

A copy of the workshop audio in its entirety is on the City's website or contact the City Secretary's office for a copy of the audio and/or the presentation.

REGULAR MEETING (6:30 p.m.)

4. Call Regular Meeting to Order/Roll Call

Mayor Higley called the virtual meeting to order at 6:30 p.m. Mayor Pro Tem Trautner and Councilmembers Barnes, Lankford and Sobash were all present.

Staff present were City Manager Beach, City Secretary Gilliam, City Attorney Bounds, Public Works Director Barrera, Assistant to the City Manager Thompson, Police Chief Walker, Parks and Recreation Director White, Senior Services Manager Brooks, and Fire Chief Taylor.

5. Pledge of Allegiance

Mayor Higley led the Pledge.

6. Older Americans and Volunteer Month Proclamation

Matters related to a proclamation for Older Americans and Volunteer Month. *Recommendation: Proclaim the Month of May 2021 as Older Americans and Volunteer Month. Mayor Bob Higley & Ms. Toby Brooks, Senior Services Manager*

Mayor Higley proclaimed May 2021 as Older Americans and Volunteer Month and recognized members of the Senior Services Board and the Good Neighbor Team.

7. Public Comments

This is an opportunity for citizens to speak to the Council relating to agenda and non-agenda items.

Melanie Bell, 3123 Plumb Street, deferred her comments until discussion of Item 10 relating to the Virtual Gate Security System.

Buckley Morlot, 6711 Belmont, spoke regarding Colonial Park Pool regulations for the summer. Fire Chief Taylor stated that staff is evaluating the activities at Colonial Park Pool and plan to re-open the facility in May at an increased capacity to what was experienced last year and that staff will continue to evaluate and either increase or decrease capacity depending on the COVID-19 situation.

8. COVID-19

Matters related to COVID-19. *Recommended Action: Discuss and take any desired action. Mr. Aaron Taylor, Fire Chief and Emergency Management Coordinator*

Chief Taylor reported:

- COVID hospitalization rate for the trauma service area is at 6.33 percent as of April 10.
- In Texas 2,200 new case were reported as of April 9.
- Positivity rates for Texas is 5.52 percent; Harris County is at 8.5 percent; the Texas Medical Center is at 4.6 percent.
- Texas Medical Center is reporting that the ICU status to be at 80 percent capacity of the combined Phase I and Phase II capacities.
- Harris County Public Health data indicates West U to have a total of 577 total confirmed cases; 14 active cases; 560 recovered cases; and a range of 0-5 deaths.
- Vaccine data indicates that 32.1% of Texans have received at least the first dose of the vaccine and 19.5% are fully vaccinated.

Chief Taylor gave a brief presentation on the City's schedule to re-open based on the current COVID situation and based on the assumption that the trend will continue to stabilize through 2021. He said COVID-19 guidelines would continue to be required for programmed events and that facemasks will continue to be required upon entry into City facilities.

9. Wastewater Treatment Plant Master Plan – Preliminary Engineering Report (PER)

Matters related to awarding a contract to complete the Preliminary Engineering Report (PER) for the Wastewater Treatment Plan Master Plan. *Recommended Action: Award contract to Kimley-Horn in the amount not to exceed \$300,000 and authorize the City Manager to execute the contract. Mr. Gerardo Barrera Public Works Director*

After a brief overview of contract details by Public Works Director Barrera, Mayor Pro Tem Trautner moved to award the contract to complete the Wastewater Treatment Plant Master Plan Preliminary Engineering Report to Kimley-Horn in the amount not to exceed \$300,000 and authorize the City Manager to execute the contract. Councilmember Sobash seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash
Noes: None
Absent: None

10. Virtual Gate Security System – Phase II

Matters related to awarding a contract for Phase II of the Virtual Gate project. *Recommended Action: Award contract for Phase II of the Virtual Gate project to Minuteman Security Technologies in the amount not to exceed \$1,765,890 and authorize the City Manager to execute the contract. Mr. Ken Walker, Police Chief*

Before discussion of this item by Council, Mayor Higley called on Melanie Bell, 3123 Plumb, who deferred her comment until discussion of this item.

Ms. Bell spoke regarding her concerns that Council is moving into Phase II without Phase I being complete. She said she wanted to be clear that she is not expressing concerns regarding the Virtual Gate itself but rather the project timing and scheduling to fund Phase II.

Chief Walker spoke to say Phase I included 15 locations, of which seven (7) have been installed and are working properly as designed. He said the remaining eight (8) cameras not yet installed are awaiting permitting approval from the City of Houston. He said Phase II includes 25 locations – all within the City of West U.

Councilmember Barnes asked Chief Walker if there are any concerns about the City's ability to assess system performance or vendor capabilities based upon the seven (7) cameras that are currently operational regardless of the delay in implementing the remaining (eight) 8 that have been delayed by City of Houston permits. Chief Walker responded that the cameras are functional as designed and as promised by the vendor.

City Manager Beach noted that the original contract included a Proof of Concept for two locations, which was the City's trial period for this project, and staff monitored those two locations to ensure that the cameras would perform as designed, which they are.

Councilmember Sobash asked if there is a direct cost of delay associated with proceeding to Phase II at a later date. City Manager Beach said there is no delay cost per the contract if the City does not move forward with Phase II, there would be an inflationary cost in any material and labor, as well as delays in delivery of the product. Mayor Trautner said there would also be a delay in security for the City's residents.

Councilmember Sobash said he really thinks this is a financial question and asked if the cost of moving forward worth proceeding with the data the City has.

City Attorney Bounds said penalties are in Section 15 of the contract being proposed. He said it is standard wording and said as long as it relates to the work that is expected from the contractor, the contractor would be liable for the liquidated damages.

Mayor Pro Tem Trautner said he thinks Council should lock it in and proceed, because it has been tested and proven to work.

Councilmember Sobash said the City was originally scheduled to be complete with the project in the January timeframe so did the City experience any type of price difference from the January date to now or is the City still on budget with what Phase II was predicted to be charged. City Manager Beach responded that the City is under budget for Phase II.

Mayor Pro Tem Trautner moved to approve to award the contract for Phase II of the Virtual Gate project to Minutemen Security Technologies in the amount not to exceed \$1,765,890 and authorize the City Manager to execute the contract. Councilmember Barnes seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford
Noes: Sobash
Absent: None

11. 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 Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. City Council Minutes

Approve Minutes of the regular meeting of March 22, 2021.

B. Zoning Ordinance Amendment

Matters related to an ordinance amending the Zoning Ordinance. *Recommended Action: Approve ordinance amending the Zoning Ordinance on the second and final reading. Mr. Gerardo Barrera, Public Works Director*

C. Colonial Park Pool Concessions

Matters related to a contract for concessionaire services at Colonial Park Swimming Pool. *Recommended Action: Approve a one-year contract renewal with Jami's Fine Foods for concessionaire services at the Colonial Park Pool for 2021 season and authorize the City Manager to execute the contract. Ms. Susan White, Parks and Recreation Director*

D. Agreement with Southside Place Relating to Virtual Gate Poles

Matters related an agreement with the City of Southside Place regarding City of West University Place's virtual gate poles within Southside Place's right-of-way. *Recommended Action: Approve agreement between the City of West University Place and the City of Southside Place and authorize the Mayor to execute the final agreement. Mr. Ken Walker, Police Chief*

E. Memorandum of Understanding with West U Baptist Church

Matters related to approval of an MOU with the Baptist Church. *Recommended Action: Approve and authorize the City Manager to execute the revised Memorandum of Understanding with the West U Baptist Church. Mr. Gerardo Barrera, Public Works Director*

F. Budget Amendment – Upfitting Fire Marshal Vehicle

Matters related to approving an ordinance amending the 2021 Budget to authorize the expenditure to upfit the City's Fire Marshal vehicle. *Recommended Action: Approve ordinance on the first and final reading amending the 2021 Budget to appropriate \$5,536 from the Vehicle Replacement Fund for equipment upfit to the Fire Marshal vehicle. Mr. Aaron Taylor, Fire Chief*

Councilmember Lankford removed Item E from the Consent Agenda for discussion.

Councilmember Sobash moved to approve the remaining items on the Consent Agenda as presented. Councilmember Barnes seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash
Noes: None
Absent: None

Regarding Item E, the Memorandum of Understanding with West U Baptist Church, Councilmember Lankford said in combining the two previous MOUs, the proposed MOU only references Parking Lot 3. She said it does not reference any of the other parking lots.

Councilmember Beach said the third "Whereas" in the MOU includes all of the other lots, but staff can add something to that "Whereas" to identify all the lots individually and recommended that Council approve the MOU as amended with clarifying language in the third "Whereas."

Mayor Pro Tem Trautner moved to approve the MOU with the amendment as recommended by the City Manager. Councilmember Lankford Seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash
Noes: None
Absent: None

12. Senate Bill 1661 Relating to November Elections

Matters related to discussion regarding Senate Bill 1661. *Recommended Action: Discuss and take any desired action.* **Mr. Dave Beach, City Manager and Ms. Thelma Gilliam, City Secretary**

City Manager Beach said Senate Bill 1661 relating to moving City elections to November. He said it does not look like it is not going anywhere and recommended tabling this item until something changes.

Councilmember Barnes moved to table this item. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash
Noes: None
Absent: None

13. Recess Regular Meeting and Convene into Executive Session

City Council will recess the regular meeting and convene into executive session in accordance with the following provision of Chapter 551 of the Texas Government Code (TGC):

Mayor Higley recessed the regular meeting at 7:32 p.m., to convene an execution session in accordance with Section 551.072 of the Texas Government Code to deliberate regarding real property.

14. Adjourn Executive Session / Reconvene Regular Meeting

Matters related to any desired action resulting from the executive session. City Council may take action on the matters discussed in Executive Session as deemed appropriate.

At 7:45 p.m., Mayor Higley adjourned the executive session and resumed the regular meeting. No Action taken.

15. Adjourn Regular Meeting

At 7:45 p.m., Councilmember Barnes moved to adjourn the meeting. Mayor Pro Tem Trautner seconded the motion. **MOTION PASSED.**

Ayes: Higley, Trautner, Barnes, Lankford, Sobash
Noes: None
Absent: None



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

| | | | |
|----------------------------------|--|---------------------|----------------------------|
| Meeting Date | 04.26.21 | Agenda Item | 10B |
| Approved by City Manager | Yes | Presenter(s) | Katherine DuBose, Director |
| Reviewed by City Attorney | N/A | Department | Finance |
| Subject | Quarterly Investment Report | | |
| Attachments | March 2021 Quarterly Investment Report | | |
| Financial Information | Expenditure Required: | | None |
| | Amount Budgeted: | | None |
| | Account Number: | | None |
| | Additional Appropriation Required: | | None |
| | Additional Account Number: | | None |

Executive Summary

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

The quarterly report ending March 31, 2021 meets the requirements established by the PFIA and the investment strategies outlined in the City's Investment Policy.

Recommended Action

Staff recommends that City Council accept the City's March 2021 Quarterly Investment Report.



City of
**West University
Place**

QUARTERLY INVESTMENT REPORT

MARCH 31, 2021

Presented April 26, 2021

ECONOMIC SUMMARY - March 2021

- The Federal Reserve convened twice during the first quarter. The overnight funds target rate remains unchanged at 0.25%. The last decrease from 1.25% to 0.25% was during the first quarter of 2020. The current rate is a direct result of the COVID-19 pandemic affecting the United States and the world. The latest guidance from the Federal Reserve is that the rate will stay at the current level until labor market conditions have reached levels consistent with the committee's analysis of maximum employment and inflation has risen to 2% and is on track to exceed 2%. Market consensus is that rates will remain near the current levels through 2021 and possibly through 2022.

- Metro Houston lost 233,000 jobs from February 2020 to February 2021 which was a decrease of 7.3%. The national average during the same time period was 5.9%. The Bureau of Labor Statistics noted that in regards to the 12 largest metropolitan areas in the country, Houston ranked 7th in the least percentage job loss. The unemployment rate for the Houston MSA for February 2021 was 8.4% compared to 7.5% for the State and 6.6% nationwide. Note that the unemployment rate has decreased since the onset of COVID-19 as compared to the second quarter of 2020 (Houston - 13.9%, State - 13.0%, Nationwide - 13.3%).

- Consumer Price Index for the Houston MSA core based statistical area increased by 0.9% for the two months ending in February 2021 and increased 1.0% over last year, for all items. Excluding energy (motor fuels and electricity) and food, CPI is unchanged compared to last year.

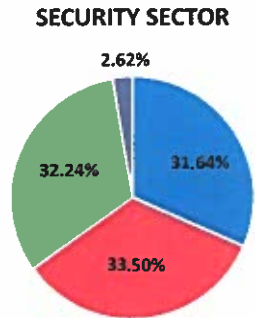
PORTFOLIO TRANSACTIONS - For the Quarter Ended March 2021

- Total Book Value of the City's portfolio decreased by \$14,502,191 from \$64.3 million to \$49.8 million for the quarter, which was primarily due to a payment of \$17.6 million for the Buffalo Speedway project. Note that the City receives most of its property tax receipts during the first and fourth quarters of each year.

- Investments in TexPool decreased by \$24,100,131 for the quarter, from \$40.7 million to \$16.6 million, which was due to payments for the Buffalo Speedway project, partial defeasance of the 2017 GO bonds, debt service, and easement acquisition. Investments in TexasClass increased by \$5,001,861 for the quarter, from \$10.7 to \$15.7 million, which was due to the proceeds of a matured security being transferred into TexasClass. Cash in JP Morgan Chase Bank decreased by \$430,819 for the quarter, from \$1.7 million to \$1.3 million mainly due to timing differences for operating cash needs at the end of each period. Investments in securities increased by \$5,026,898 from \$11.1 million to \$16.2 million due to a matured security. The City's average yield to maturity decreased from 0.113% in December to 0.078% in March mainly as a result of the overall economic situation.

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

CITY OF WEST UNIVERSITY PLACE
 Monthly Investment Report
 Period Ending: March 31, 2021



■ TexasClass ■ TexPool ■ US Agency ■ JPMorgan

| | | December 31, 2020 | March 31, 2021 |
|----------------------------------|---|-------------------|----------------|
| | | Beginning Balance | Ending Balance |
| CASH AND INVESTMENT POOLS | | | |
| JPMorgan Chase Bank * | Market Value | 1,731,899.63 | 1,301,080.56 |
| TexPool | Market Value | 40,727,097.31 | 16,626,966.19 |
| TexasClass | Market Value | 10,701,889.40 | 15,703,750.19 |
| AGENCY SECURITIES | | | |
| | Book Value | 11,149,253.17 | 16,176,151.41 |
| | Market Value | 11,137,380.00 | 16,177,110.00 |
| | Par Value | 11,000,000.00 | 16,000,000.00 |
| TOTAL PORTFOLIO | | | |
| | Book Value | 64,310,139.51 | 49,807,948.35 |
| | Market Value | 64,298,266.34 | 49,808,906.94 |
| | Par Value | 64,160,886.34 | 49,631,796.94 |
| | Weighted Average Call/Maturity (in Days) ** | | 72 |
| | Weighted Average Maturity (in Days) ** | | 72 |
| | Weighted Average Yield to Maturity ** | | 0.0780% |
| | Earnings / Current Year to Date | | 12,061.32 |
| | Accrued Interest | | 3,460.21 |
| COMPARATIVE YIELDS | | | |
| | Treasury Bill / 3 Month | | 0.03% |
| | Treasury Bill / 6 Month | | 0.05% |
| | Treasury Note / 2 Year | | 0.15% |

* 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.

Darla Steubing
 Fiscal Services Officer

Katherine DuBose
 Finance Director

City of West University Place
Quarterly Investment Report - Portfolio Holdings
As of 3/31/2021

| Description | CUSIP/Ticker | Settlement Date | Face Amount/ Shares | Cost Value | Market Value | Book Value | YTM @ Cost | Maturity Date | Days To Maturity | Accrued Interest |
|---|--------------|-----------------|----------------------|----------------------|----------------------|----------------------|--------------|---------------|------------------|------------------|
| Cash | | | | | | | | | | |
| JPMorgan Chase Cash | CASH8159 | 12/31/2015 | 1,301,080.56 | 1,301,080.56 | 1,301,080.56 | 1,301,080.56 | 0.000 | N/A | 1 | |
| Sub Total / Average Cash | | | 1,301,080.56 | 1,301,080.56 | 1,301,080.56 | 1,301,080.56 | 0.000 | | 1 | 0.00 |
| Local Government Investment Pool | | | | | | | | | | |
| LGIP LGIP | TEXASCLASS | 10/26/2020 | 15,703,750.19 | 15,703,750.19 | 15,703,750.19 | 15,703,750.19 | 0.037 | N/A | 1 | |
| LGIP LGIP | TEXPOOL | 09/30/2008 | 16,626,966.19 | 16,626,966.19 | 16,626,966.19 | 16,626,966.19 | 0.019 | N/A | 1 | |
| Sub Total / Average Local Government Investment Pool | | | 32,330,716.38 | 32,330,716.38 | 32,330,716.38 | 32,330,716.38 | 0.028 | | 1 | 0.00 |
| US Agency | | | | | | | | | | |
| FFCB 0.1 11/30/2021 | 3133EMHS4 | 12/11/2020 | 2,000,000.00 | 2,000,058.11 | 2,000,240.00 | 2,000,039.79 | 0.097 | 11/30/2021 | 244 | 666.67 |
| FHLB 2.625 12/10/2021 | 313376C94 | 12/11/2020 | 3,000,000.00 | 3,075,564.90 | 3,051,930.00 | 3,052,411.31 | 0.097 | 12/10/2021 | 254 | 24,281.25 |
| Sub Total / Average US Agency | | | 5,000,000.00 | 5,075,623.01 | 5,052,170.00 | 5,052,451.10 | 0.097 | | 250 | 24,947.92 |
| US Treasury | | | | | | | | | | |
| T-Note 2 12/31/2021 | 912828U81 | 02/10/2021 | 5,000,000.00 | 5,085,546.88 | 5,071,900.00 | 5,072,609.23 | 0.070 | 12/31/2021 | 275 | 24,861.88 |
| T-Note 2.125 9/30/2021 | 912828F21 | 12/11/2020 | 5,000,000.00 | 5,081,329.10 | 5,052,150.00 | 5,050,795.99 | 0.096 | 09/30/2021 | 183 | 0.00 |
| T-Note 2.375 4/15/2021 | 9128284G2 | 10/02/2019 | 1,000,000.00 | 1,011,036.20 | 1,000,890.00 | 1,000,295.09 | 1.644 | 04/15/2021 | 15 | 10,896.29 |
| Sub Total / Average US Treasury | | | 11,000,000.00 | 11,177,912.18 | 11,124,940.00 | 11,123,700.31 | 0.225 | | 210 | 35,758.17 |
| Total / Average | | | 49,631,796.94 | 49,885,332.13 | 49,808,906.94 | 49,807,948.35 | 0.078 | | 72 | 60,706.09 |

City of West University Place
Quarterly Investment Report - Summary Page
Begin Date: 12/31/2020, End Date: 3/31/2021

| 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 | 1,731,899.63 | 1,301,080.56 | 1,731,899.63 | 1,301,080.56 | 1,731,899.63 | 1,301,080.56 | 1 | 1 | 0.000 | 0.00 | N/A |
| Sub Total/Average Cash | | | | 1,731,899.63 | 1,301,080.56 | 1,731,899.63 | 1,301,080.56 | 1,731,899.63 | 1,301,080.56 | 1 | 1 | 0.000 | 0.00 | 0.00 |
| Local Government Investment Pool | | | | | | | | | | | | | | |
| LGIP LGIP | TEXASCLASS | 10/26/2020 | N/A | 10,701,889.40 | 15,703,750.19 | 10,701,889.40 | 15,703,750.19 | 10,701,889.40 | 15,703,750.19 | 1 | 1 | 0.037 | 1,860.79 | N/A |
| LGIP LGIP | TEXPOOL | 09/30/2008 | N/A | 40,727,097.31 | 16,626,966.19 | 40,727,097.31 | 16,626,966.19 | 40,727,097.31 | 16,626,966.19 | 1 | 1 | 0.019 | 2,982.91 | N/A |
| Sub Total/Average Local Government Investment Pool | | | | 51,428,986.71 | 32,330,716.38 | 51,428,986.71 | 32,330,716.38 | 51,428,986.71 | 32,330,716.38 | 1 | 1 | 0.028 | 4,843.70 | 0.00 |
| US Agency | | | | | | | | | | | | | | |
| FFCB 0.1 11/30/2021 | 3133EMHS4 | 12/11/2020 | 11/30/2021 | 2,000,080.00 | 2,000,240.00 | 2,000,054.78 | 2,000,039.79 | 2,000,000.00 | 2,000,000.00 | 244 | 244 | 0.097 | 485.01 | 666.67 |
| FHLB 2.625 12/10/2021 | 313376C94 | 12/11/2020 | 12/10/2021 | 3,070,890.00 | 3,051,930.00 | 3,071,355.16 | 3,052,411.31 | 3,000,000.00 | 3,000,000.00 | 254 | 254 | 0.097 | 743.65 | 24,281.25 |
| Sub Total/Average US Agency | | | | 5,070,970.00 | 5,052,170.00 | 5,071,409.94 | 5,052,451.10 | 5,000,000.00 | 5,000,000.00 | 250 | 250 | 0.097 | 1,228.66 | 24,947.92 |
| US Treasury | | | | | | | | | | | | | | |
| T-Note 2 12/31/2021 | 912828U81 | 02/10/2021 | 12/31/2021 | 0.00 | 5,071,900.00 | 0.00 | 5,072,609.23 | 0.00 | 5,000,000.00 | 275 | 275 | 0.070 | 598.26 | 24,861.88 |
| T-Note 2.125 9/30/2021 | 912828F21 | 12/11/2020 | 09/30/2021 | 5,060,000.00 | 5,052,150.00 | 5,075,777.63 | 5,050,795.99 | 5,000,000.00 | 5,000,000.00 | 183 | 183 | 0.096 | 1,288.96 | 0.00 |
| T-Note 2.375 4/15/2021 | 912828G2 | 10/02/2019 | 04/15/2021 | 1,006,410.00 | 1,000,890.00 | 1,002,065.60 | 1,000,295.09 | 1,000,000.00 | 1,000,000.00 | 15 | 15 | 1.644 | 4,101.74 | 10,896.29 |
| Sub Total/Average US Treasury | | | | 6,066,410.00 | 11,124,940.00 | 6,077,843.23 | 11,123,700.31 | 6,000,000.00 | 11,000,000.00 | 210 | 210 | 0.224 | 5,988.96 | 35,758.17 |
| Total / Average | | | | 64,298,266.34 | 49,808,906.94 | 64,310,139.51 | 49,807,948.35 | 64,160,886.34 | 49,631,796.94 | 72 | 72 | 0.078 | 12,061.32 | 60,706.09 |

City of West University Place
Quarterly Investment Report - By Transaction
Begin Date: 12/31/2020, End Date: 3/31/2021

| 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 | 1,731,899.63 | 1,301,080.56 | 1,731,899.63 | 1,301,080.56 | 1,731,899.63 | 1,301,080.56 | 0.000 | 0.000 | N/A | 0.00 | 0.00 |
| Sub Total/Average Cash | | 1,731,899.63 | 1,301,080.56 | 1,731,899.63 | 1,301,080.56 | 1,731,899.63 | 1,301,080.56 | 0.000 | 0.000 | 0.00 | 0.00 | 0.00 |
| Local Government Investment Pool | | | | | | | | | | | | |
| LGIP LGIP | TEXASCLASS | 10,701,889.40 | 15,703,750.19 | 10,701,889.40 | 15,703,750.19 | 10,701,889.40 | 15,703,750.19 | 0.088 | 0.037 | N/A | 1,860.79 | 1,860.79 |
| LGIP LGIP | TEXPOOL | 40,727,097.31 | 16,626,966.19 | 40,727,097.31 | 16,626,966.19 | 40,727,097.31 | 16,626,966.19 | 0.091 | 0.019 | N/A | 2,982.91 | 2,982.91 |
| Sub Total/Average Local Government Investment Pool | | 51,428,986.71 | 32,330,716.38 | 51,428,986.71 | 32,330,716.38 | 51,428,986.71 | 32,330,716.38 | 0.090 | 0.028 | 0.00 | 4,843.70 | 4,843.70 |
| US Agency | | | | | | | | | | | | |
| FFCB 0.1 11/30/2021 | 3133EMHS4 | 2,000,000.00 | 2,000,000.00 | 2,000,080.00 | 2,000,240.00 | 2,000,054.78 | 2,000,039.79 | 0.097 | 0.097 | 666.67 | 0.00 | 485.01 |
| FHLB 2.625 12/10/2021 | 313376C94 | 3,000,000.00 | 3,000,000.00 | 3,070,890.00 | 3,051,930.00 | 3,071,355.16 | 3,052,411.31 | 0.097 | 0.097 | 24,281.25 | 0.00 | 743.65 |
| Sub Total/Average US Agency | | 5,000,000.00 | 5,000,000.00 | 5,070,970.00 | 5,052,170.00 | 5,071,409.94 | 5,052,451.10 | 0.097 | 0.097 | 24,947.92 | 0.00 | 1,228.66 |
| US Treasury | | | | | | | | | | | | |
| T-Note 2 12/31/2021 | 912828U81 | 0.00 | 5,000,000.00 | 0.00 | 5,071,900.00 | 0.00 | 5,072,609.23 | | 0.070 | 24,861.88 | 0.00 | 598.26 |
| T-Note 2.125 9/30/2021 | 912828F21 | 5,000,000.00 | 5,000,000.00 | 5,060,000.00 | 5,052,150.00 | 5,075,777.63 | 5,050,795.99 | 0.096 | 0.096 | 0.00 | 53,125.00 | 1,288.96 |
| T-Note 2.375 4/15/2021 | 9128284G2 | 1,000,000.00 | 1,000,000.00 | 1,006,410.00 | 1,000,890.00 | 1,002,065.60 | 1,000,295.09 | 1.644 | 1.644 | 10,896.29 | 0.00 | 4,101.74 |
| Sub Total/Average US Treasury | | 6,000,000.00 | 11,000,000.00 | 6,066,410.00 | 11,124,940.00 | 6,077,843.23 | 11,123,700.31 | 0.353 | 0.224 | 35,758.17 | 53,125.00 | 5,988.96 |
| Total / Average | | 64,160,886.34 | 49,631,796.94 | 64,298,266.34 | 49,808,906.94 | 64,310,139.51 | 49,807,948.35 | 0.113 | 0.078 | 60,706.09 | 57,968.70 | 12,061.32 |

City of West University Place
Quarterly Transaction Summary - by Action
Begin Date: 12/31/2020, End Date: 03/31/2021

| Description | CUSIP/Ticker | Coupon Rate | Security Sector | Security Type | Maturity Date | Settlement Date | Trade Date | Face Amount/ Shares | Principal | Interest/ Dividends | Total | Price | YTM @ Cost |
|--------------------------------|--------------|-------------|----------------------------------|----------------------------------|---------------|-----------------|------------|---------------------|---------------------|---------------------|---------------------|------------|------------|
| Buy | | | | | | | | | | | | | |
| T-Note 2 12/31/2021 | 912828U81 | 2.000 | US Treasury | Treasury Note | 12/31/2021 | 02/10/2021 | 02/09/2021 | 5,000,000.00 | 5,085,546.88 | 11,325.97 | 5,096,872.85 | 101.710938 | 0.070 |
| Sub Total / Average Buy | | | | | | | | 5,000,000.00 | 5,085,546.88 | 11,325.97 | 5,096,872.85 | | |
| Deposit | | | | | | | | | | | | | |
| JPMorgan Chase Cash | CASH8159 | N/A | Cash | Cash | N/A | 03/31/2021 | 03/31/2021 | 362,157.31 | 362,157.31 | 0.00 | 362,157.31 | 100 | 0.000 |
| JPMorgan Chase Cash | CASH8159 | N/A | Cash | Cash | N/A | 02/28/2021 | 02/28/2021 | 340,685.27 | 340,685.27 | 0.00 | 340,685.27 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/31/2021 | 03/31/2021 | 280.71 | 280.71 | 0.00 | 280.71 | 100 | 0.000 |
| LGIP LGIP | TEXASCLASS | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/31/2021 | 03/31/2021 | 499.27 | 499.27 | 0.00 | 499.27 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/30/2021 | 03/30/2021 | 15,017.77 | 15,017.77 | 0.00 | 15,017.77 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/30/2021 | 03/30/2021 | 28,454.14 | 28,454.14 | 0.00 | 28,454.14 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/26/2021 | 03/26/2021 | 9,301.38 | 9,301.38 | 0.00 | 9,301.38 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/26/2021 | 03/26/2021 | 17,708.16 | 17,708.16 | 0.00 | 17,708.16 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/23/2021 | 03/23/2021 | 14,340.22 | 14,340.22 | 0.00 | 14,340.22 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/23/2021 | 03/23/2021 | 27,165.48 | 27,165.48 | 0.00 | 27,165.48 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/18/2021 | 03/18/2021 | 14,483.51 | 14,483.51 | 0.00 | 14,483.51 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/18/2021 | 03/18/2021 | 26,962.63 | 26,962.63 | 0.00 | 26,962.63 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/15/2021 | 03/15/2021 | 42,000.58 | 42,000.58 | 0.00 | 42,000.58 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/15/2021 | 03/15/2021 | 78,144.06 | 78,144.06 | 0.00 | 78,144.06 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/11/2021 | 03/11/2021 | 69.47 | 69.47 | 0.00 | 69.47 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/09/2021 | 03/09/2021 | 5,453.50 | 5,453.50 | 0.00 | 5,453.50 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/09/2021 | 03/09/2021 | 10,333.38 | 10,333.38 | 0.00 | 10,333.38 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/04/2021 | 03/04/2021 | 42,900.36 | 42,900.36 | 0.00 | 42,900.36 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/04/2021 | 03/04/2021 | 81,109.24 | 81,109.24 | 0.00 | 81,109.24 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/26/2021 | 02/26/2021 | 735.47 | 735.47 | 0.00 | 735.47 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/26/2021 | 02/26/2021 | 21,519.93 | 21,519.93 | 0.00 | 21,519.93 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/26/2021 | 02/26/2021 | 40,816.07 | 40,816.07 | 0.00 | 40,816.07 | 100 | 0.000 |
| LGIP LGIP | TEXASCLASS | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/26/2021 | 02/26/2021 | 628.96 | 628.96 | 0.00 | 628.96 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/24/2021 | 02/24/2021 | 140.35 | 140.35 | 0.00 | 140.35 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/22/2021 | 02/22/2021 | 14,087.04 | 14,087.04 | 0.00 | 14,087.04 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/22/2021 | 02/22/2021 | 26,692.25 | 26,692.25 | 0.00 | 26,692.25 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/16/2021 | 02/16/2021 | 41,212.70 | 41,212.70 | 0.00 | 41,212.70 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/16/2021 | 02/16/2021 | 78,289.09 | 78,289.09 | 0.00 | 78,289.09 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/11/2021 | 02/11/2021 | 176.63 | 176.63 | 0.00 | 176.63 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/10/2021 | 02/10/2021 | 148,781.83 | 148,781.83 | 0.00 | 148,781.83 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/10/2021 | 02/10/2021 | 281,842.84 | 281,842.84 | 0.00 | 281,842.84 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/09/2021 | 02/09/2021 | 528,810.41 | 528,810.41 | 0.00 | 528,810.41 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/09/2021 | 02/09/2021 | 1,000,363.82 | 1,000,363.82 | 0.00 | 1,000,363.82 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/05/2021 | 02/05/2021 | 336,054.95 | 336,054.95 | 0.00 | 336,054.95 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/05/2021 | 02/05/2021 | 636,345.86 | 636,345.86 | 0.00 | 636,345.86 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/04/2021 | 02/04/2021 | 354,917.88 | 354,917.88 | 0.00 | 354,917.88 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/04/2021 | 02/04/2021 | 672,500.89 | 672,500.89 | 0.00 | 672,500.89 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/01/2021 | 02/01/2021 | 114,225.44 | 114,225.44 | 0.00 | 114,225.44 | 100 | 0.000 |

City of West University Place
 Quarterly Transaction Summary - by Action
 Begin Date: 12/31/2020, End Date: 03/31/2021

| 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 |
|------------------------------------|--------------|-------------|----------------------------------|----------------------------------|---------------|-----------------|------------|----------------------|----------------------|---------------------|----------------------|-------|------------|
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/01/2021 | 02/01/2021 | 215,755.87 | 215,755.87 | 0.00 | 215,755.87 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/29/2021 | 01/29/2021 | 1,966.73 | 1,966.73 | 0.00 | 1,966.73 | 100 | 0.000 |
| LGIP LGIP | TEXASCLASS | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/29/2021 | 01/29/2021 | 732.56 | 732.56 | 0.00 | 732.56 | 100 | 0.000 |
| LGIP LGIP | TEXASCLASS | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/28/2021 | 01/28/2021 | 5,000,000.00 | 5,000,000.00 | 0.00 | 5,000,000.00 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/27/2021 | 01/27/2021 | 80,920.87 | 80,920.87 | 0.00 | 80,920.87 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/27/2021 | 01/27/2021 | 153,329.36 | 153,329.36 | 0.00 | 153,329.36 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/26/2021 | 01/26/2021 | 156,022.86 | 156,022.86 | 0.00 | 156,022.86 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/26/2021 | 01/26/2021 | 295,632.89 | 295,632.89 | 0.00 | 295,632.89 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/25/2021 | 01/25/2021 | 207,572.08 | 207,572.08 | 0.00 | 207,572.08 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/25/2021 | 01/25/2021 | 393,308.99 | 393,308.99 | 0.00 | 393,308.99 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/22/2021 | 01/22/2021 | 101,665.37 | 101,665.37 | 0.00 | 101,665.37 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/22/2021 | 01/22/2021 | 192,636.18 | 192,636.18 | 0.00 | 192,636.18 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/21/2021 | 01/21/2021 | 67,885.69 | 67,885.69 | 0.00 | 67,885.69 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/21/2021 | 01/21/2021 | 128,695.08 | 128,695.08 | 0.00 | 128,695.08 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/19/2021 | 01/19/2021 | 171,625.34 | 171,625.34 | 0.00 | 171,625.34 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/19/2021 | 01/19/2021 | 325,220.63 | 325,220.63 | 0.00 | 325,220.63 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/15/2021 | 01/15/2021 | 56.62 | 56.62 | 0.00 | 56.62 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/15/2021 | 01/15/2021 | 200,978.01 | 200,978.01 | 0.00 | 200,978.01 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/15/2021 | 01/15/2021 | 380,449.70 | 380,449.70 | 0.00 | 380,449.70 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/14/2021 | 01/14/2021 | 207,509.03 | 207,509.03 | 0.00 | 207,509.03 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/14/2021 | 01/14/2021 | 392,940.21 | 392,940.21 | 0.00 | 392,940.21 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/13/2021 | 01/13/2021 | 136,329.05 | 136,329.05 | 0.00 | 136,329.05 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/13/2021 | 01/13/2021 | 258,285.84 | 258,285.84 | 0.00 | 258,285.84 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/12/2021 | 01/12/2021 | 819,282.77 | 819,282.77 | 0.00 | 819,282.77 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/12/2021 | 01/12/2021 | 1,552,107.31 | 1,552,107.31 | 0.00 | 1,552,107.31 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/11/2021 | 01/11/2021 | 162,711.26 | 162,711.26 | 0.00 | 162,711.26 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/11/2021 | 01/11/2021 | 308,585.80 | 308,585.80 | 0.00 | 308,585.80 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/07/2021 | 01/07/2021 | 465,670.35 | 465,670.35 | 0.00 | 465,670.35 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/07/2021 | 01/07/2021 | 882,482.41 | 882,482.41 | 0.00 | 882,482.41 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/06/2021 | 01/06/2021 | 240,431.30 | 240,431.30 | 0.00 | 240,431.30 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/06/2021 | 01/06/2021 | 455,424.40 | 455,424.40 | 0.00 | 455,424.40 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/05/2021 | 01/05/2021 | 171,843.95 | 171,843.95 | 0.00 | 171,843.95 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/05/2021 | 01/05/2021 | 325,423.96 | 325,423.96 | 0.00 | 325,423.96 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/04/2021 | 01/04/2021 | 126,723.20 | 126,723.20 | 0.00 | 126,723.20 | 100 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/04/2021 | 01/04/2021 | 239,759.77 | 239,759.77 | 0.00 | 239,759.77 | 100 | 0.000 |
| Sub Total / Average Deposit | | | | | | | | 20,235,174.29 | 20,235,174.29 | 0.00 | 20,235,174.29 | | |
| Interest | | | | | | | | | | | | | |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/31/2021 | 03/31/2021 | 0.00 | 0.00 | 280.71 | 280.71 | | 0.000 |
| LGIP LGIP | TEXASCLASS | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/31/2021 | 03/31/2021 | 0.00 | 0.00 | 499.27 | 499.27 | | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/26/2021 | 02/26/2021 | 0.00 | 0.00 | 735.47 | 735.47 | | 0.000 |
| LGIP LGIP | TEXASCLASS | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/26/2021 | 02/26/2021 | 0.00 | 0.00 | 628.96 | 628.96 | | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/29/2021 | 01/29/2021 | 0.00 | 0.00 | 1,966.73 | 1,966.73 | | 0.000 |

City of West University Place
Quarterly Transaction Summary - by Action
Begin Date: 12/31/2020, End Date: 03/31/2021

| 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 |
|-------------------------------------|--------------|-------------|----------------------------------|----------------------------------|---------------|-----------------|------------|----------------------|----------------------|---------------------|----------------------|-------|------------|
| LGIP LGIP | TEXASCLASS | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/29/2021 | 01/29/2021 | 0.00 | 0.00 | 732.56 | 732.56 | | 0.000 |
| T-Note 2.125 9/30/2021 | 912828F21 | 2.125 | US Treasury | Treasury Note | 09/30/2021 | 03/31/2021 | 03/31/2021 | 0.00 | 0.00 | 53,125.00 | 53,125.00 | | 0.000 |
| Sub Total / Average Interest | | | | | | | | 0.00 | 0.00 | 57,968.70 | 57,968.70 | | |
| Withdraw | | | | | | | | | | | | | |
| JPMorgan Chase Cash | CASH8159 | N/A | Cash | Cash | N/A | 01/29/2021 | 01/29/2021 | 1,133,661.65 | 1,133,661.65 | 0.00 | 1,133,661.65 | 0 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/25/2021 | 03/25/2021 | 1,000,000.00 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/04/2021 | 03/04/2021 | 2,964,934.51 | 2,964,934.51 | 0.00 | 2,964,934.51 | 0 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 03/01/2021 | 03/01/2021 | 900,000.00 | 900,000.00 | 0.00 | 900,000.00 | 0 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/26/2021 | 02/26/2021 | 400,000.00 | 400,000.00 | 0.00 | 400,000.00 | 0 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/11/2021 | 02/11/2021 | 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 | 02/09/2021 | 02/09/2021 | 5,000,000.00 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 02/04/2021 | 02/04/2021 | 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 | 01/28/2021 | 01/28/2021 | 5,000,000.00 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/27/2021 | 01/27/2021 | 4,300,000.00 | 4,300,000.00 | 0.00 | 4,300,000.00 | 0 | 0.000 |
| LGIP LGIP | TEXPOOL | N/A | Local Government Investment Pool | Local Government Investment Pool | N/A | 01/14/2021 | 01/14/2021 | 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 | 01/04/2021 | 01/04/2021 | 17,565,667.53 | 17,565,667.53 | 0.00 | 17,565,667.53 | 0 | 0.000 |
| Sub Total / Average Withdraw | | | | | | | | 39,764,263.69 | 39,764,263.69 | 0.00 | 39,764,263.69 | | |