



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, July 26, 2023 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a Regular Meeting on the 26th day of July 2023 at 7:00 p.m., in the Council Chambers, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

REMOTE ACCESS:

Due to the COVID-19 status in Travis County, any citizens or applicants that wish to speak at the meeting are encouraged to attend virtually, as the number of people in the chambers will be limited due to physical distancing. Facial Coverings are not required, but highly recommended, and will be available for any that need one.

Join Zoom Meeting:

<https://us02web.zoom.us/j/3499549035>

Meeting ID: 349 954 9035

If you wish to listen to the meeting via telephone: Dial (346) 248-7799, Meeting ID 349 954 9035.

If you wish to speak during the meeting or provide written comments, please email your name, phone number, comments, and the item number you wish to speak/comment on to citysec@westlakehills.gov by 1:00 P.M. on July 26, 2023.

1. Call to Order
2. Citizen Communications The City Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters not listed on the agenda. The Council may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.
3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.

- a. Approval of the June 28, 2023 Regular Meeting Minutes.
 - b. Approval of signage for the National Night Out event on October 3, 2023.
 - c. Approval of FY23 Q3 Reports for:
 1. Building and Development Services Department;
 2. Investment;
 3. Municipal Court; and
 4. Public Safety.
4. Land Use **301 Yaupon Valley Road** - Discuss and consider action on a variance request for the removal of two (2) trees with trunk diameters of 14 inches or greater, a double trunk 6"/14" ash juniper and an 18" ash juniper (Section 22.03.304 of the West Lake Hills Code). Applicant Mark Hawkins.
 - a. Tree #29 - 18 inch ash juniper; and
 - b. Tree #33/34 - 6"/14" ash juniper.
5. Land Use **301 Yaupon Valley Road** - Discuss and consider action on a license to encroach agreement for a retaining/driveway wall in the Yaupon Valley Road right-of-way (Section 34.01.001 Streets, Sidewalks, and Other Public Ways; Authority). Applicant Mark Hawkins.
6. Land Use **1419 Redbud Trail** - Discuss and consider action on a license to encroach agreement for a private driveway and related drainage infrastructure in the Big Bend Road (unopened) right-of-way (Section 34.01.001 Streets, Sidewalks, and Other Public Ways; Authority). Applicant Mark Woodruff.
7. Administration Discussion and update on bond items regarding Proposition A (new municipal complex) and Proposition B (streets and drainage projects).
8. Administration Discuss and consider action on an Ordinance authorizing the issuance of City of West Lake Hills, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023; specifying the terms and features of said certificates; providing for the payment of said certificates by the levy of an ad valorem tax upon all taxable property within the city and a limited pledge of the surplus revenues from the operation of the City's wastewater system; and resolving other matters related thereto, including the approval and distribution of an official statement; and providing an effective date.
9. Finance Discuss and consider action to adopt the Budget Calendar for Fiscal Year 2023-24.
10. Finance Discuss and consider action on the FY 2023-24 Proposed Budget.
11. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) to discuss the following:

- a. Section 551.071 - Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:
 1. Jaffe - 1405 Wildcat Hollow;
 2. Alvarez - 1505 Wildcat Hollow;
 3. Lambert - 1600 Westlake Drive; and
 4. 1836 Real Estate, LLC - 707 Butler Cove.
- b. Section 551.072 - Deliberations about Real Property.

12. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney and deliberation about real property.

13. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the July 26, 2023 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, July 21, 2023 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Terry Blanchard, City Secretary

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request.

All items on the agenda are for discussion and/or action. City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Wednesday, June 28, 2023 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 7:01 p.m.

CITY COUNCIL PRESENT:

Mayor Linda Anthony
Mayor Pro Tem Gordon Bowman
Brian Plunkett
Beth South
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Director of BDS Jennifer Bills
Chief of Police Scott Gerdes
City Attorney Patty Akers

2. Citizen Communications The City Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters not listed on the agenda. The Council may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.

Mayor Anthony opened the meeting for public comments. One (1) written comment was received from Lester Germanio. Hearing no further comments, the public comment section was closed.

3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.

- a. Approval of the June 14, 2023 Regular Meeting Minutes.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Bowman, the Council voted three (3) for and none (0) opposed with one (1) abstention to approve the consent agenda as presented. Councilmember South abstained. Motion carried.

4. Land Use 1002 Live Oak Ridge Road - Discuss and consider action on a request for a release of easement for a 100-ft LCRA easement on a recorded plat (Section 36.01.017 of the West Lake Hills Code). Applicant Matthew Bentley and Sallie Bentley.

Director Bills gave a brief summary. Staff recommends approval. Applicant Matthew Bentley spoke with Council and stated that he had received no objections from neighbors.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Walker, the Council voted four (4) for and none (0) opposed to approve the request as presented. Motion carried.

5. Resolution Discuss and consider action on a resolution declaring the City's intent to seek certification from the International Dark Sky Association and to regulate outdoor lighting in accordance with the requirements of the Association.

Mayor Anthony gave a brief summary. City Administrator Fletcher stated that with new legislation, our city attorney recommends pursuing certification from the International Dark Sky Association to allow for the continuation of outdoor lighting regulations as they currently exist in the City Code.

Public comment - Mark Blumenthal wanted to make the Council aware of a security light that shines directly into his home.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember Plunkett, the Council voted four (4) for and none (0) opposed to approve the resolution as presented. Motion carried.

6. Administration Discussion and update on bond items regarding Proposition A (new municipal complex) and Proposition B (streets and drainage projects).

Bart Kleiman gave a review of the Project Status Report on Proposition A. The GMP booklet will be brought to Council for review and approval at a later date. Council will also need to take action regarding the changes to the intersection at Bee Cave/Camp Craft roads. City Administrator Fletcher gave a brief summary of the intersection realignment.

Charlotte Gilpin gave a report on Proposition B as follows:

- Received final comments;
- Applying to TCEQ for exception;
- TLR review;
- FEMA permitting (trying to be proactive);
- Template documents have been approved;
- Rolling process for acquisitions; and
- Will check with City of Austin regarding revisions of flood plain maps.

7. Administration Discuss and consider action on the Pavement/Street Maintenance Project prioritization.

Mayor Anthony gave a brief summary. City Administrator Fletcher provided additional information. Scott Gordon (RAS) made a presentation to the Council. Susan Turrita reported on identified projects and stated they are working with RAS to move forward with design.

The prioritized list of streets will be included in the minutes and posted on the City's website.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember South, the Council voted four (4) for and none (0) opposed to approve the lists of projects and prioritization of projects as presented. Motion carried.

8. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) to discuss the following:
- a. Section 551.071 - Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:
 - 1. Jaffe - 1405 Wildcat Hollow;
 - 2. Alvarez - 1505 Wildcat Hollow;
 - 3. Lambert - 1600 Westlake Drive;
 - 4. 1836 Real Estate, LLC - 707 Butler Cove;
 - 5. Barbour - Parcel 14, 400 Yaupon Valley Road; and
 - 6. Dumke - Parcel 16, 106 Laurel Valley Road.
 - b. Section 551.072 - Deliberations about Real Property:
 - 1. Barbour - Parcel 14, 400 Yaupon Valley Road; and
 - 2. Dumke - Parcel 16, 106 Laurel Valley Road.

Council convened into Executive Session at 8:05 p.m. to discuss Item 8(a).

Council reconvened in Open Session at 9:00 p.m.

Council convened into Executive Session at 9:02 p.m. to discuss Item 8(b).

Council reconvened in Open Session at 9:12 p.m.

Mayor and Council moved to Items #10 and #11 on agenda.

10. Resolution Discuss, consider and take action on Resolution No. 2023-06-02 to authorize the use of the power of eminent domain for the City of West Lake Hills to acquire a public drainage easement on the property located at 400 Yaupon Valley Road, West Lake Hills, Texas and being the land described as Lot 12A, of Amended Plat of Lots 12 and 13, of the Yaupon Valley Subdivision, West Lake Hills, Texas, for storm water drainage control and improvement purposes, for a City public drainage improvement on Laurel Valley Road, project extending from Westlake Drive to Yaupon Valley Road and other public uses and providing authorization to city staff, legal counsel and their designees to institute eminent domain proceedings on behalf of the City for acquisition of drainage easements and to take such steps as necessary to obtain access to the property for surveying, appraisal and other purposes as required by state law.

RECORD VOTE

MOTION: Councilmember Bowman moved that the Council of the City of West Lake Hills adopt Resolution No. 2023-06-02 and authorize the use of the power of eminent domain to acquire a drainage easement on the property located at 400 Yaupon Valley Road, West Lake Hills, Texas and being the land described as Lot 12-A Yaupon Valley Subd Amended Plat of Lots 12 & 13 of the Yaupon Valley Subdivision, West Lake Hills, Texas, for storm water drainage control and improvement purposes, for a City public drainage improvement project extending from Westlake Drive to Yaupon Valley Road and other public uses. The motion was seconded by Councilmember Walker. Motion carried with the Record Vote as follows:

RECORD VOTE	Aye	Nay	Absent / Abstain
Councilmember James Vaughan - Place 1			ABSENT
Councilmember Brian Plunkett - Place 2	AYE		
Councilmember Beth South - Place 3	AYE		
Councilmember Darin Walker - Place 4	AYE		
Councilmember Gordon Bowman - Place 5	AYE		
Mayor Linda Anthony			(does not vote)

11. Resolution Discuss, consider and take action on Resolution No. 2023-06-03 to authorize the use of the power of eminent domain for the City of West Lake Hills to acquire a public drainage easement on the property located at 106 Laurel Valley Road, West Lake Hills, Texas and being the land described as Lot 2 of Harold Burke Subdivision, West Lake Hills, Texas, for storm water drainage control and improvement purposes, for a City public drainage improvement on Laurel Valley Road, project extending from Westlake Drive to Yaupon Valley Road and other public uses and providing authorization to city staff, legal counsel and their designees to institute eminent domain proceedings on behalf of the City for acquisition of drainage easements and to take such steps as necessary to obtain access to the property for surveying, appraisal and other purposes as required by state law.

RECORD VOTE

MOTION: Councilmember Bowman moved that the Council of the City of West Lake Hills adopt Resolution No. 2023-06-03 and authorize the use of the power of eminent domain to acquire a drainage easement on the property located at 106 Laurel Valley, West Lake Hills, Texas and being the land described as Lot 2 of Harold Burke Subdivision, West Lake Hills, Texas, for storm water drainage control and improvement purposes, for a City public drainage improvement project extending from Westlake Drive to Yaupon Valley Road and other public uses. The motion was seconded by Councilmember South. Motion carried with the Record Vote as follows:

RECORD VOTE	Aye	Nay	Absent / Abstain
Councilmember James Vaughan - Place 1			ABSENT
Councilmember Brian Plunkett - Place 2	AYE		
Councilmember Beth South - Place 3	AYE		
Councilmember Darin Walker - Place 4	AYE		
Councilmember Gordon Bowman - Place 5	AYE		
Mayor Linda Anthony			(does not vote)

Council convened into Executive Session at 9:16 p.m. to continue discussion of Item 8(a).

9. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Council's discretion regarding consultation with attorney and deliberation about real property.

Council reconvened in Open Session at 9:20 p.m. No action was taken.

12. Adjournment

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember South, the Council voted four (4) for and none (0) opposed to adjourn the meeting at 9:21 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on July 26, 2023.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>July 12, 2023</u>	Item Number:	<u>3b</u>
Department:	<u>Police</u>		
Prepared By:	<u>Chief Gerdes</u>	Cost / Budget:	<u>\$0</u>
Exhibits:	<u>NNO 2023 signage</u>	Source of Funds:	<u></u>

Subject

Discuss and consider action on approval of signage for the National Night Out event on October 3, 2023.

Recommendation

Staff recommends approval of this request

Discussion

This is a request to allow banners and yard signs in the shopping center at 701 S. Cap of Texas Hwy. and yard signs in public ROW to notify residents about National Night Out 2023, which will be held on Oct 3, 2023. The items in the shopping center will be up Sept 26- Oct 4, 2023 and the signs in the ROW will be up Sept 19 – Oct 4, 2023 if approved.

The West Lake Hills Police Department is requesting signage approval for National Night Out 2023. Effective signage will help the Department promote the event, spark public interest, and improve attendance.

This year, NNO will be held on Tuesday, Oct. 3, from 6 p.m. to 8 p.m., in the Gold's Gym parking lot at 701 S Capital of Texas Hwy. The West Lake Hills Police Department has received preliminary approval for signage in the Village of Westlake shopping center from Property Manager, Kim Shook. To move forward with the Department's request, Endeavor Real Estate Group is asking for written approval from the City.

Please see the map attached for signage details in the Village of Westlake Shopping Center. The Department is asking the City to approve the display of six (6) 18x24 yard signs from Tuesday, Sept. 19 to Wednesday, Oct. 4, in addition to one (1) 6ft x 4ft banner from Tuesday, Sept. 26 to Wednesday, Oct. 4.

To conclude, the Department is also requesting to display one (1) 6ft x 4ft banner at the entrance of City Hall and eighteen (18) 18x24 yard signs along Westlake Dr. and Bee Cave Rd. from Tuesday, Sept. 19 to Wednesday, Oct. 4.



18 x 24 Yard Signs



6 ft. W x 4 ft. H Banner

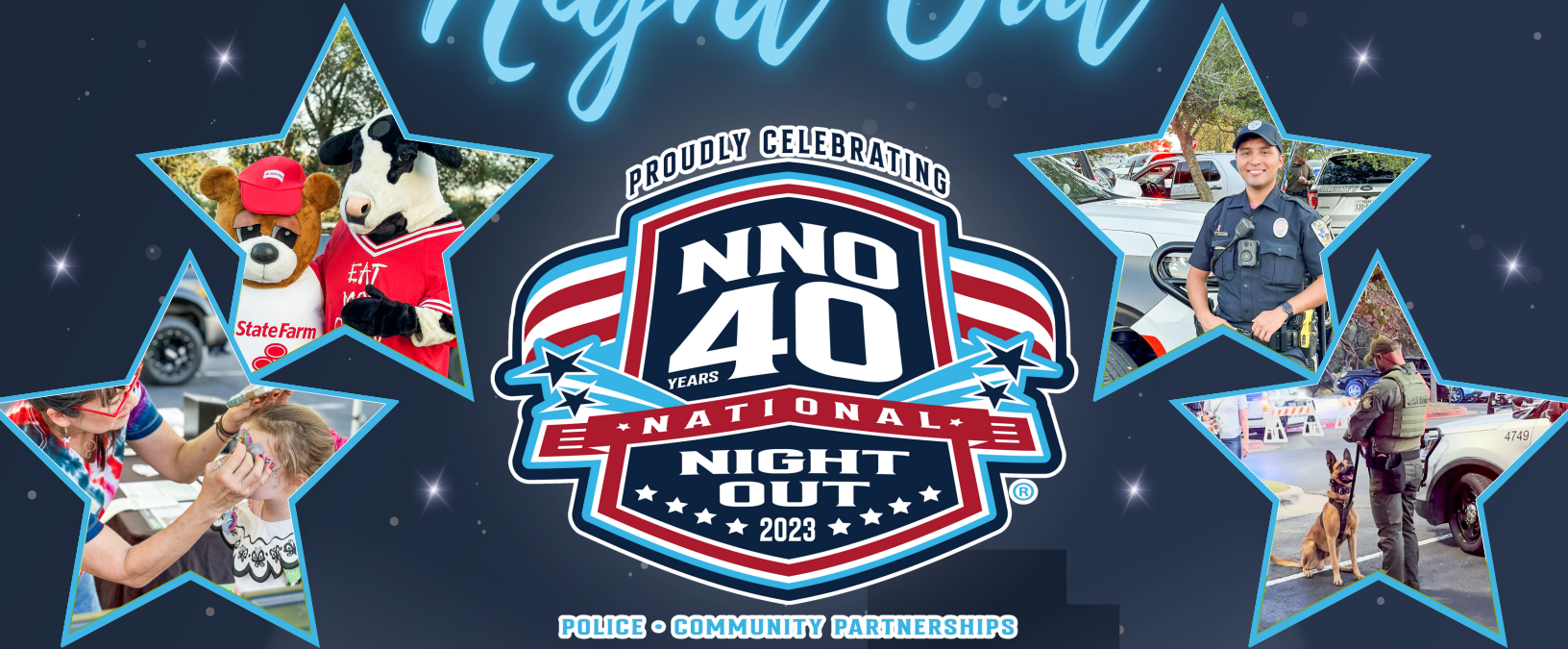


NNO Location



NATIONAL

Night Out



TUESDAY, OCTOBER 3, 2023

6 PM - 8 PM

701 S CAPITAL OF TEXAS HWY (GOLD'S GYM PARKING LOT)

**FREE FOOD & DRINKS | GAMES | GIVEAWAYS
RAFFLES | VENDORS | VEHICLE DISPLAYS
K-9 DEMONSTRATIONS | EMERGENCY PERSONNEL**

Hosted by the West Lake Hills Police Department



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	July 26, 2023	Item Number:	3B
Department:	Building and Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	See Information Below
Exhibits:	None	Source of Funds:	

Subject

Approval of the FY 2022-2023 Q3 Building and Development Services Department Report.

Recommendation

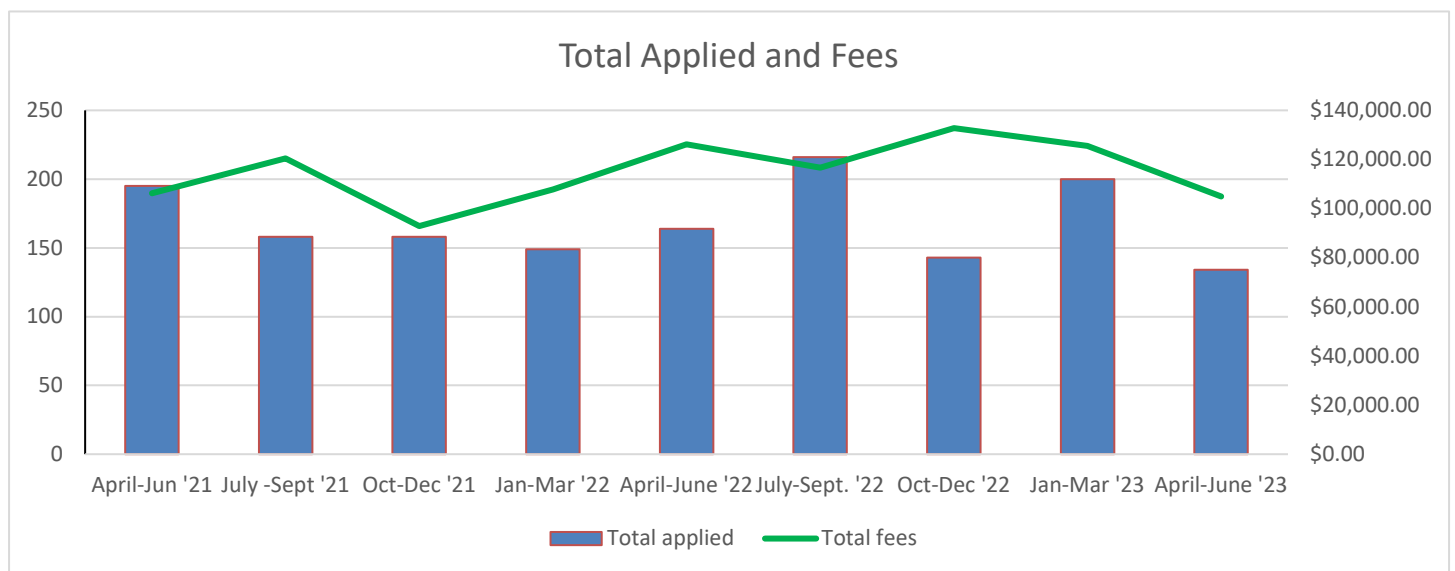
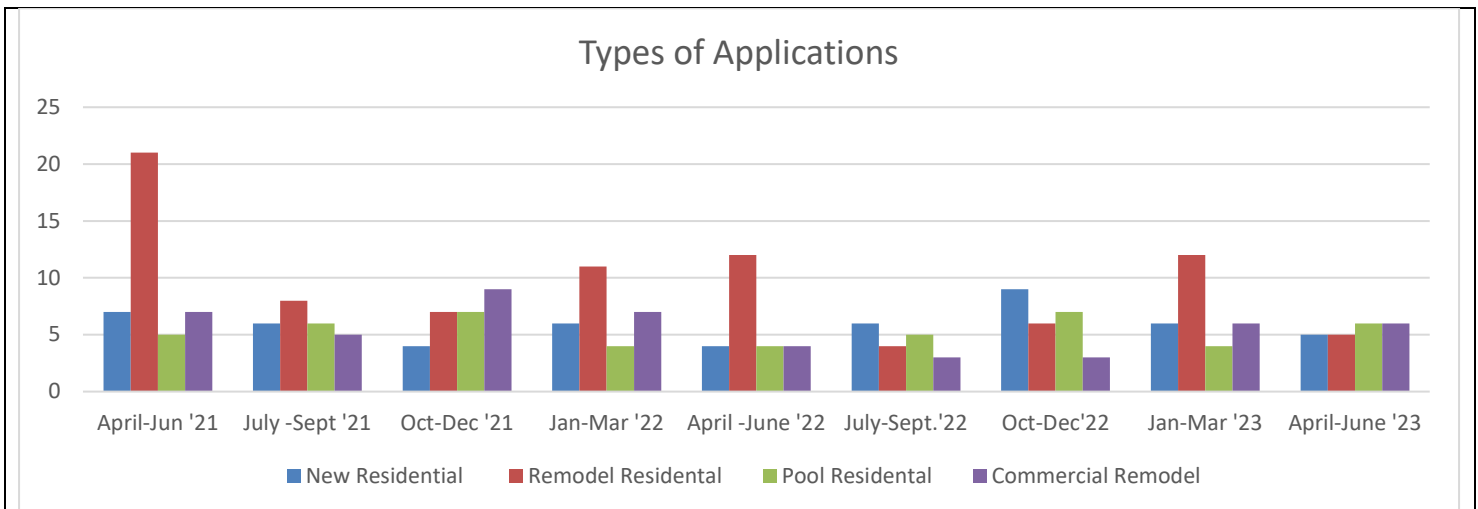
Staff recommends approval of the FY 2022-2023 Q3 Building and Development Services Department Report.

Discussion

The third quarter FY 2022-2023 report from the Building and Development Services Department includes information related to construction in the city, including types of permits, quantities and fees collected. We have included historical data to help reflect trends.

Please refer to the tables and charts below:

<u><i>Applications Requiring BOA/Council Review</i></u>	Approved	Denied	Withdrawn/ Postponed
Variances	8	1	1
Zoning Applications	0	0	0
Special Use Permits	5	0	0
Subdivision Plats	1	0	0
Easement Release Requests	1	0	0
TOTAL	15	1	1



The City collected \$33,201 in wastewater fees in Q3.

Should any Council Members have questions or feedback, please contact the Director of Building and Development Services.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>July 26, 2023</u>	Item Number:	<u>3.c.2</u>
Department:	<u>Admin/Finance</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>n/a</u>
	<u>Quarterly Investment</u>		
Exhibits:	<u>Report Ending 6/30/2023</u>	Source of Funds:	<u>n/a</u>

Subject

Quarterly Investment Report Ending 6/30/2023

Recommendation

Approval

Discussion

For the quarter April 1, 2023 – June 30, 2023, we earned an average of 5.15% interest on the \$32.7M we have in the Investment Pools. The total interest for the quarter was \$417,389.

City of West Lake Hills

Investment Report
Quarter Ended 6/30/2023

	Current Book Value	Current Market Value	Previous Book Value	Change in Book Value	Interest Earned	% of Portfolio	Annual Percentage Yield Earned
General Fund Investments							
Frost Bank - Checking Acct	241,186	241,186	1,103,523	(862,337)	-	0.70%	0.000%
Lone Star Liquidity Fund	8,799,215	8,798,547	8,686,990	112,225	112,225	25.69%	5.160%
LOGIC	3,754,070	3,754,070	3,706,312	47,758	47,758	10.96%	5.146%
Total General Fund	<u>\$ 12,794,470</u>	<u>\$ 12,793,803</u>	<u>\$ 13,496,824</u>	<u>\$ (702,354)</u>	<u>\$ 159,983</u>	<u>37.35%</u>	
2021 I&S FUND							
LOGIC	10,947	10,947	10,808	139	139	0.03%	5.146%
Total 2022 GO Bond Fund	<u>\$ 10,947</u>	<u>\$ 10,947</u>	<u>\$ 10,808</u>	<u>\$ 139</u>	<u>\$ 139</u>	<u>0.03%</u>	
2022 GO BOND FUND							
LOGIC	19,652,050	19,652,050	19,402,045	250,005	250,005	57.38%	5.146%
Total 2022 GO Bond Fund	<u>\$ 19,652,050</u>	<u>\$ 19,652,050</u>	<u>\$ 19,402,045</u>	<u>\$ 250,005</u>	<u>\$ 250,005</u>	<u>57.38%</u>	
Wastewater Fund Investments							
Lone Star Liquidity Fund	37,637	37,634	37,157	480	480	0.11%	5.160%
Total Wastewater Fund	<u>\$ 37,637</u>	<u>\$ 37,634</u>	<u>\$ 37,157</u>	<u>\$ 480</u>	<u>\$ 480</u>	<u>0.11%</u>	
Wastewater Construction Fund							
Lone Star Liquidity Fund	507,282	507,244	500,813	6,470	6,470	1.48%	5.160%
Total WW Construction Fund	<u>\$ 507,282</u>	<u>\$ 507,244</u>	<u>\$ 500,813</u>	<u>\$ 6,470</u>	<u>\$ 6,470</u>	<u>1.48%</u>	
Wastewater Debt Service Fund							
Frost Bank Money Market	1,248,676	1,248,676	1,248,364	313	313	3.65%	0.1000%
Total WW Debt Service Fund	<u>\$ 1,248,676</u>	<u>\$ 1,248,676</u>	<u>\$ 1,248,364</u>	<u>\$ 313</u>	<u>\$ 313</u>	<u>3.65%</u>	
Total	<u>\$ 34,251,063</u>	<u>\$ 34,250,354</u>	<u>\$ 34,696,010</u>	<u>\$ (444,947)</u>	<u>\$ 417,389</u>	<u>100.00%</u>	

Signature on file _____ 7/20/2023
Vonda Ragsdale, Finance Director Date

Signature on file _____ 7/20/2023
Trey Fletcher, City Administrator Date



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date: July 17, 2023
Department: Municipal Court
Prepared By: Robert Martinez, Jr.
Exhibits: FY'23 Q3 MC Dashboard

Item Number: 3
Cost / Budget: _____
Source of Funds: _____

Subject

Approval of the FY 23 Q3 Municipal Court Report

Recommendation

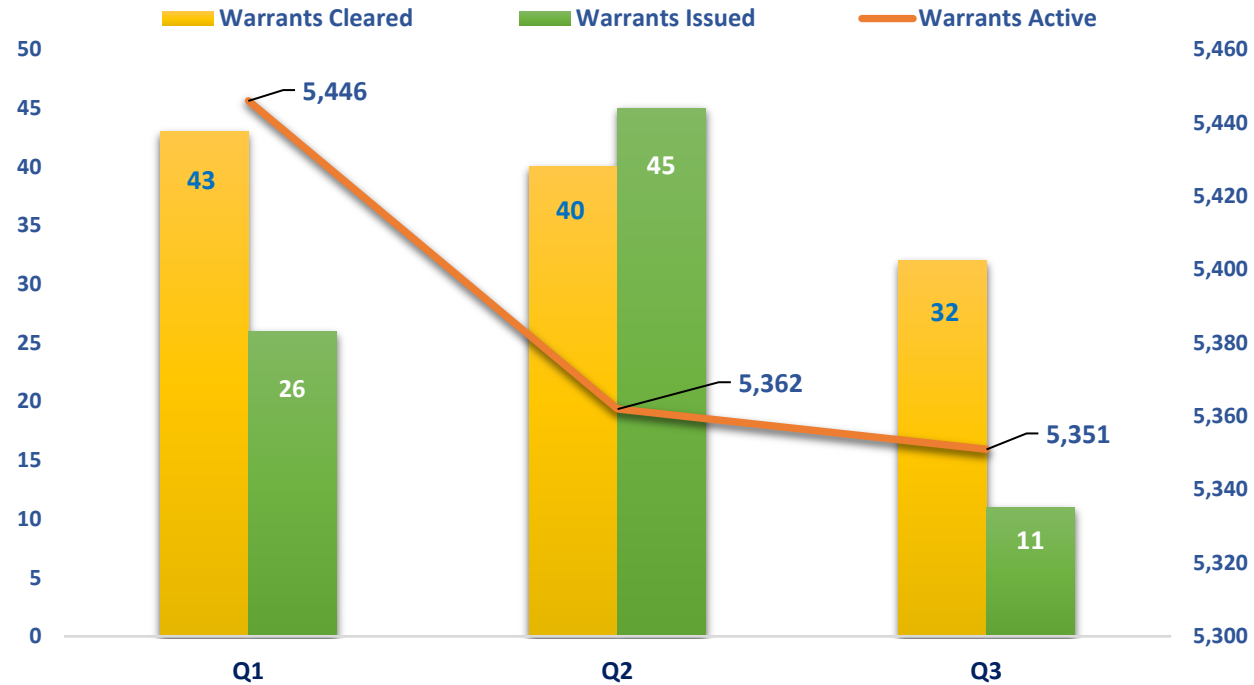
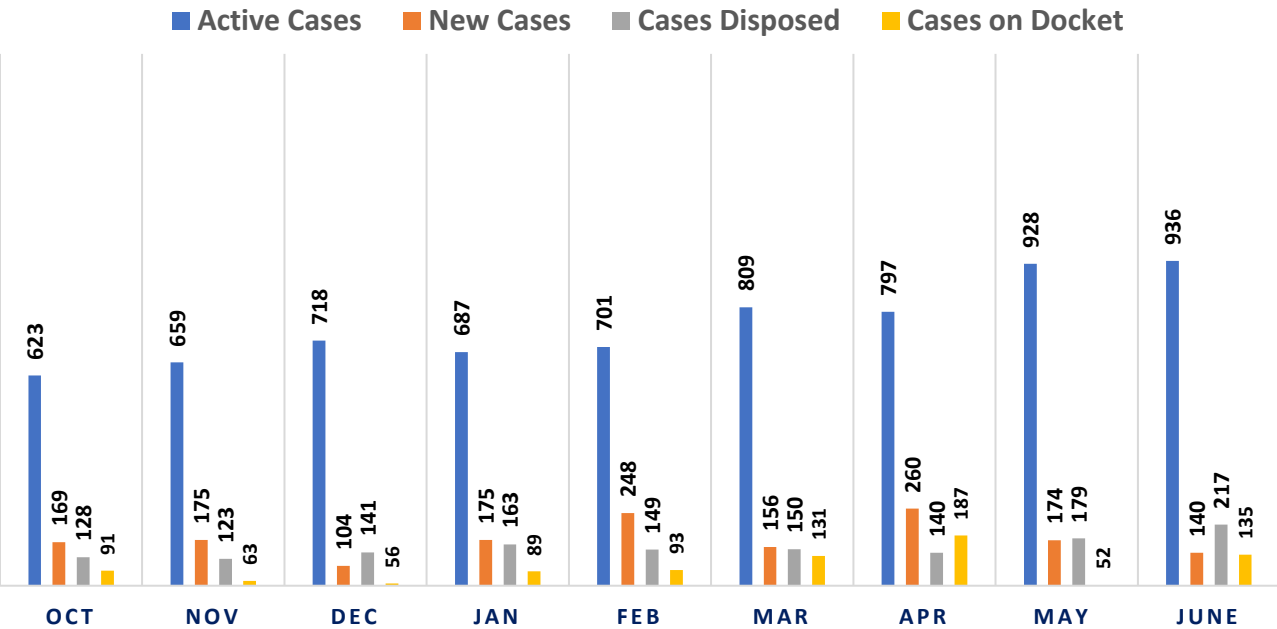
Staff recommends approval of the FY 23 Q3 Municipal Court Report

Discussion

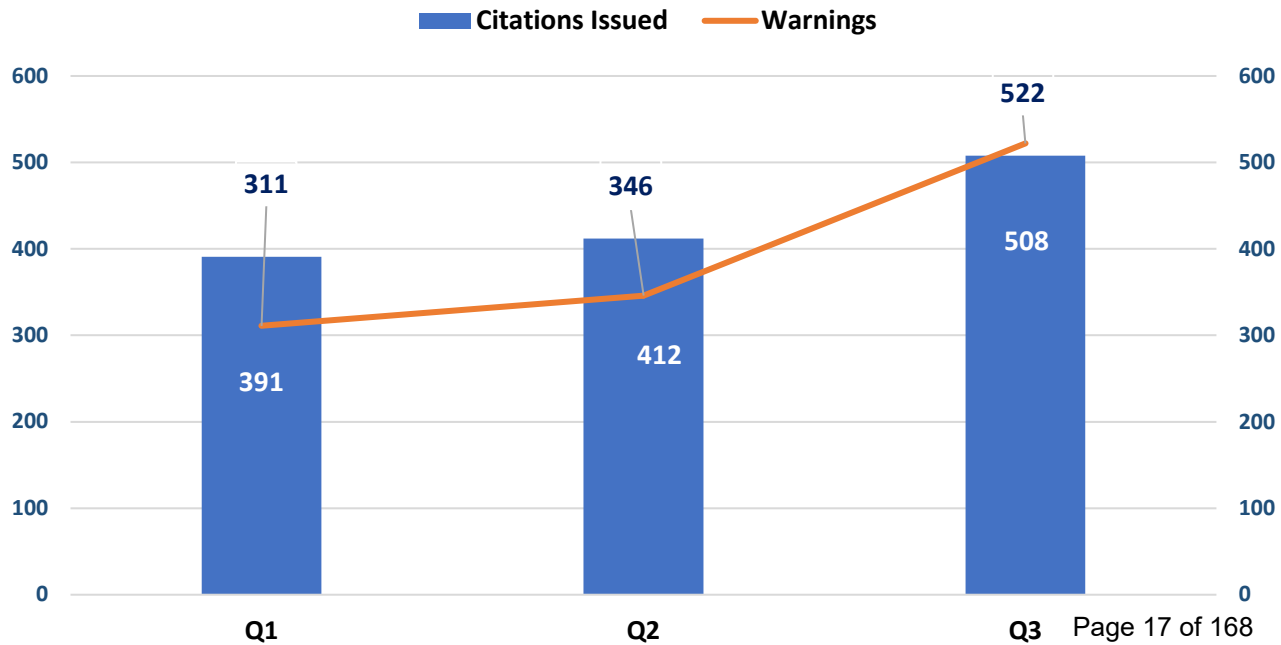
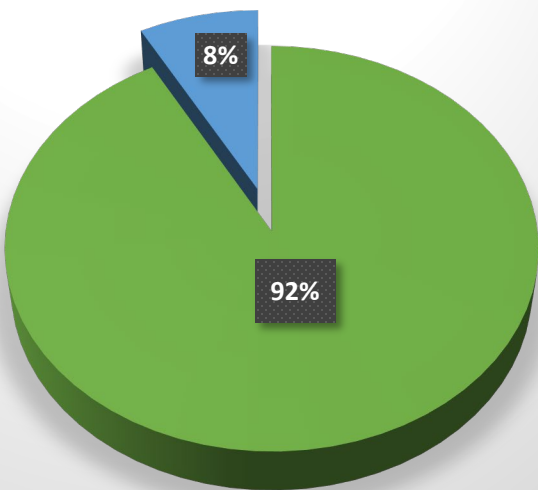
The FY' 23 Municipal Court Dashboard includes information related to citation filings, case activity as well as warrant data.

MUNICIPAL COURT DASHBOARD

FY22-23 Q3



Travis County Warrant Fees Collected





City of West Lake Hills
City Council

AGENDA REPORT

Meeting Date: 7/26/23
Department: Police
Prepared By: Chief Gerdes
Exhibits: Q3 Public Safety Report

Item Number: _____
Cost / Budget: \$0
Source of Funds: _____

Subject

This is the Public Safety Report for Q3 2023

Recommendation

Staff recommends approval of this report.

Discussion

This is the report outlining Public Safety numbers for the third quarter of 2023.



West Lake Hills Police Department West Lake Hills, TX

Public Safety Report
3rd Quarter (April - June), 2023



Statistical Highlights

During the 3rd quarter (April - June) 2023, there were 30 reported NIBRS* Group A offenses, compared with 29 for the 2nd quarter of 2023 and 43 during the same quarter last year. Officers made 11 in-custody or field release arrests in Q3 2023 compared to 11 in Q2.

In Q3, our officers made 657 traffic stops, resulting in 545 violations (82.9%), and 448 warnings (68.2%). Of the 545 violations, 237 were for speeding and 81 were for speeding in a school zone. This compares to 590 traffic stops for Q2.

During Q3, West Lake Hills Police Officers responded to 455 calls for service, compared to 559 calls for service in Q2. Officers also conducted 230 close patrol checks for residents who were out of town, compared to 184 for Q2.

STR Locations

There were no calls at any of our STR locations this quarter that related to the rental of the property. We had one false alarm call, but it was not related to renting.

Training

Officers completed 224 hours of training during this quarter, compared to 328 hours during Q2. Training included Self Aid Buddy Aid, ALERRT Active Shooter Training, Field Training Officer, State and Federal Law updates, Female Enforcers, Intermediate Use of Force, Armorer, and Radar.

Charts

Attached are charts of trends over the last several quarters. Previously, we were using the calendar year for our quarters, but we have switched over to FY quarters to match up with the other quarterly reports.

*NIBRS – National Incident Based Reporting System used to report offenses to the FBI. There is information on the difference between NIBRS and UCR (Uniform Crime Reporting) on pages 2 and 3.

West Lake Hills Police Department

West Lake Hills, TX

The Difference between UCR reporting and NIBRS reporting

Uniform Crime Reporting (UCR), the method for law enforcement agencies to report offenses to the FBI, was officially retired on January 1, 2021. By that date, every law enforcement agency in the country was required to use its replacement, the National Incident Based Reporting System (NIBRS). The West Lake Hills Police Department has been using NIBRS to report offenses to the FBI since 2017 when we implemented our new Record Management System. We used UCR numbers to report on our quarterly reports until January 2021 when we switched over to NIBRS reporting on our quarterly reports. The below information is intended to give you a better idea of why the NIBRS offense numbers will always be higher than the corresponding UCR numbers have been in the past.

Changes in offenses

Both UCR and NIBRS collect data on homicide, rape, robbery, aggravated assault, burglary, motor vehicle theft, larceny-theft and arson. In the UCR world, these are called "Part 1 crimes". They both also collect data on the categories "crimes against persons" and "crimes against property." Unlike UCR, NIBRS documents animal cruelty, extortion and identity theft offenses. NIBRS also documents the category "crimes against society" which may not actually involve an injured party or piece of property. Rather, they are prohibitions against engaging in certain types of activity such as drugs, gambling, pornography, prostitution and weapon law violations.

Elimination of the hierarchy rule

A key differentiating factor of NIBRS is the elimination of the hierarchy rule. UCR employs the hierarchy rule to recognize the most serious offense per incident, whereas under NIBRS, agencies are required to submit detailed information about all offenses committed in a single incident. With NIBRS, officers can collect data on up to 10 criminal offenses within an incident. An incident is considered one or more offenses committed by the same offender or group of offenders acting in concert at the same time and place.

To give an example of hierarchy within UCR, if a thief breaks into a home, steals several items and then rides off in the homeowner's moped, only the most serious offense – burglary of a residence - would be reported. In NIBRS, every offense would be included in one report, provided the offenses are separate and distinct crimes and each are mutually exclusive crimes.

Changes in classification

The most important difference between UCR and NIBRS is that Part I and Part II offenses are discarded in favor of Group A and Group B offenses, with Group A representing 20-plus indexed crime categories rather than focusing on eight indexed offenses in the UCR system.

West Lake Hills Police Department

West Lake Hills, TX

Breakdown of Offense Groups

UCR Part 1 offenses

- Murder
- Rape
- Robbery
- Aggravated Assault
- Burglary
- Motor Vehicle Theft
- Larceny / Theft
- Arson

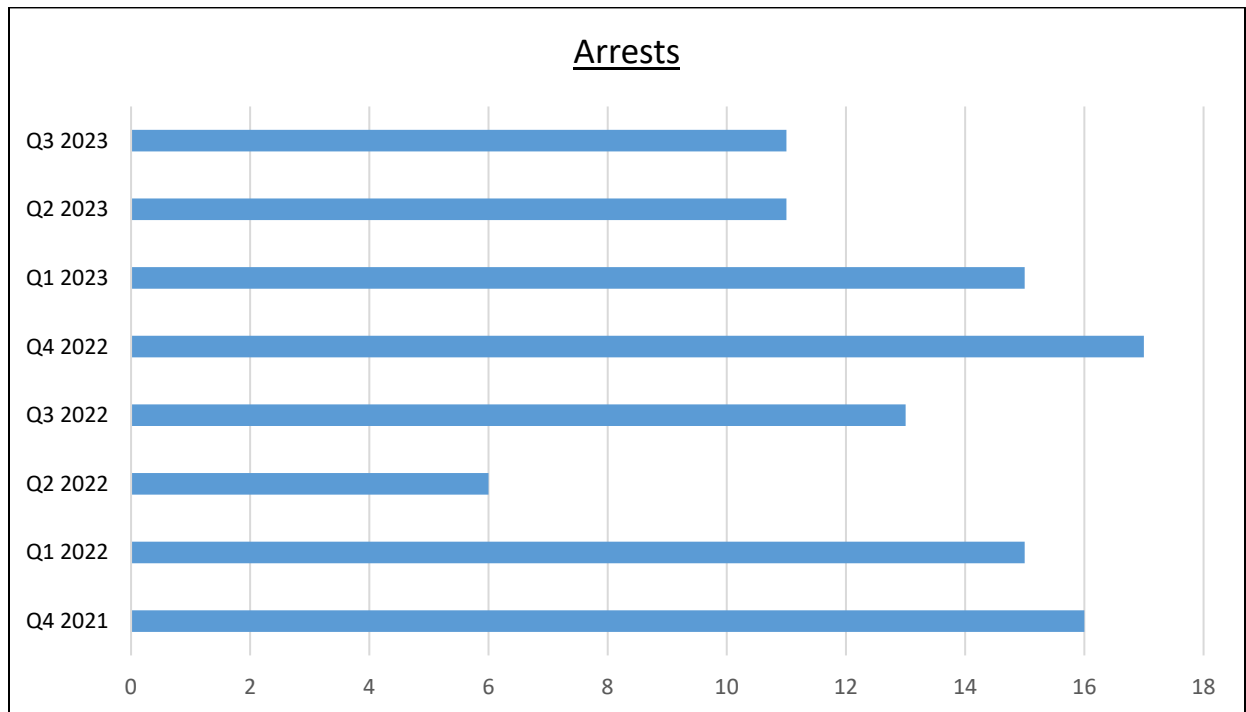
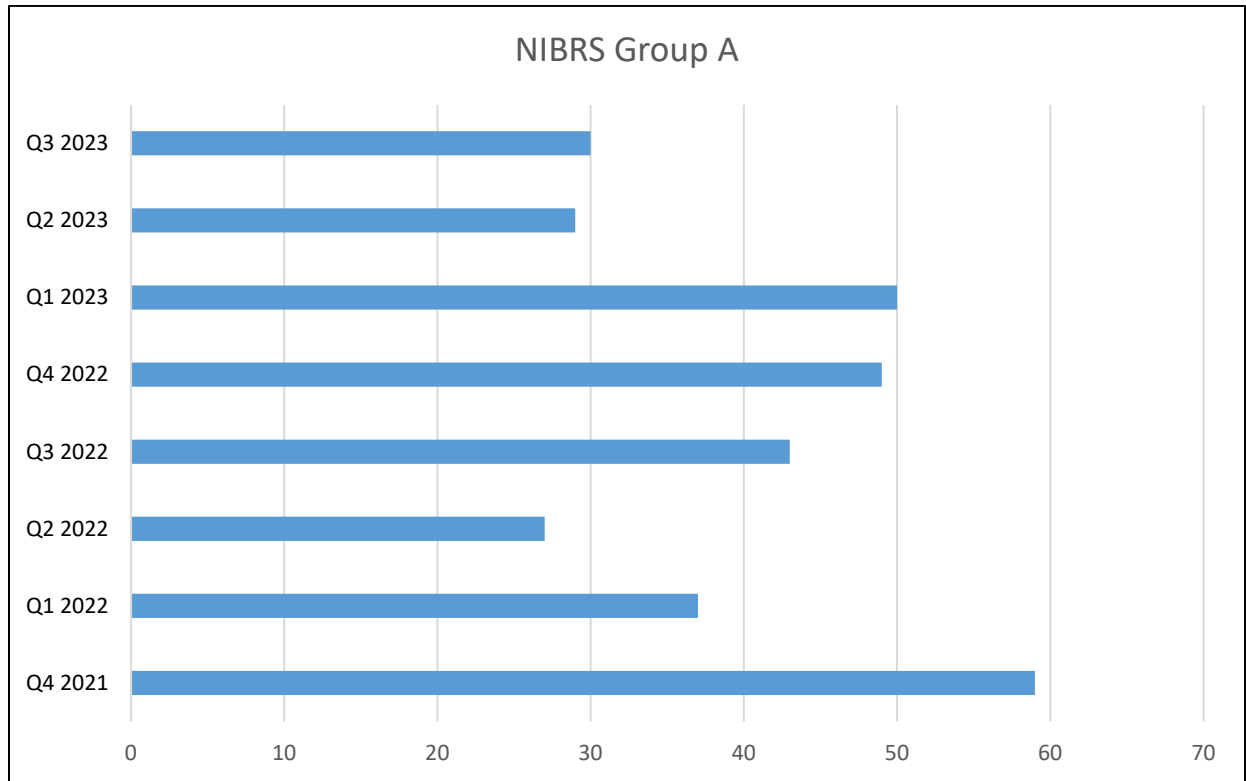
NIBRS Group A offenses

- Homicide
- Sex Offenses
- Robbery
- Assault Offenses
- Burglary
- Motor Vehicle Theft
- Larceny / Theft
- Arson
- Bribery
- Counterfeiting / Forgery
- Destruction / Damage / Vandalism
- Drug / Narcotics Violations
- Drug Equipment Violations
- Embezzlement
- Extortion / Blackmail
- Fraud Offenses
- Gambling Offenses
- Human Trafficking Offenses
- Kidnapping / Abduction
- Obscene material
- Prostitution
- Stolen Property Offenses
- Weapon Law Violations
- Animal Cruelty

I hope this gives you a better understanding of what we are talking about when we reference NIBRS Group A offenses vs the old UCR Part 1 offenses. As always, I am available to answer any questions about how we report offenses to the FBI.

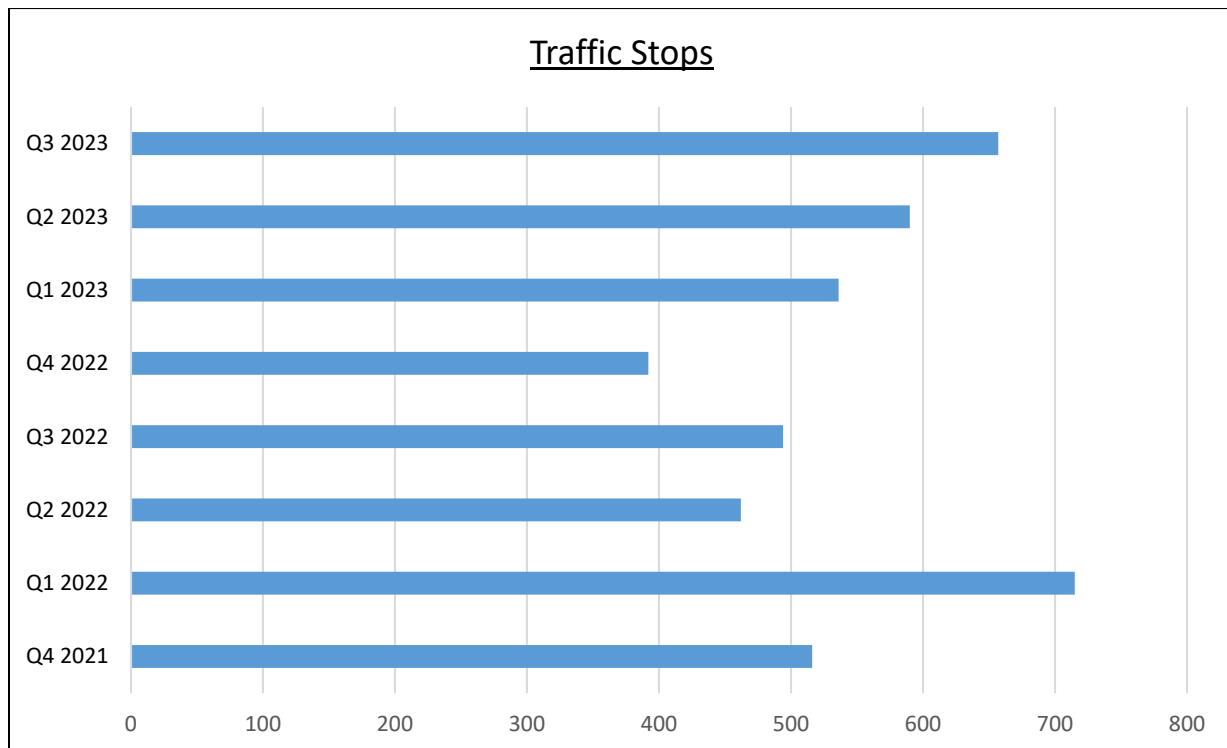
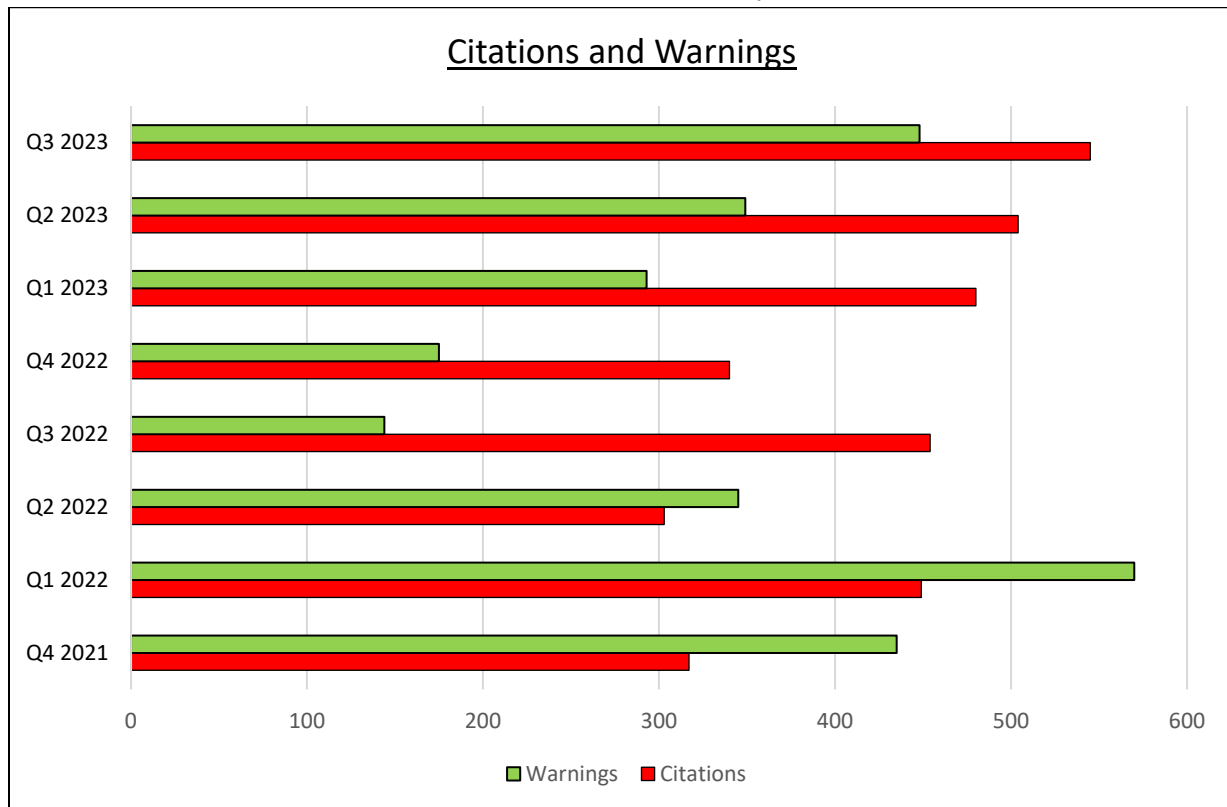
West Lake Hills Police Department

West Lake Hills, TX



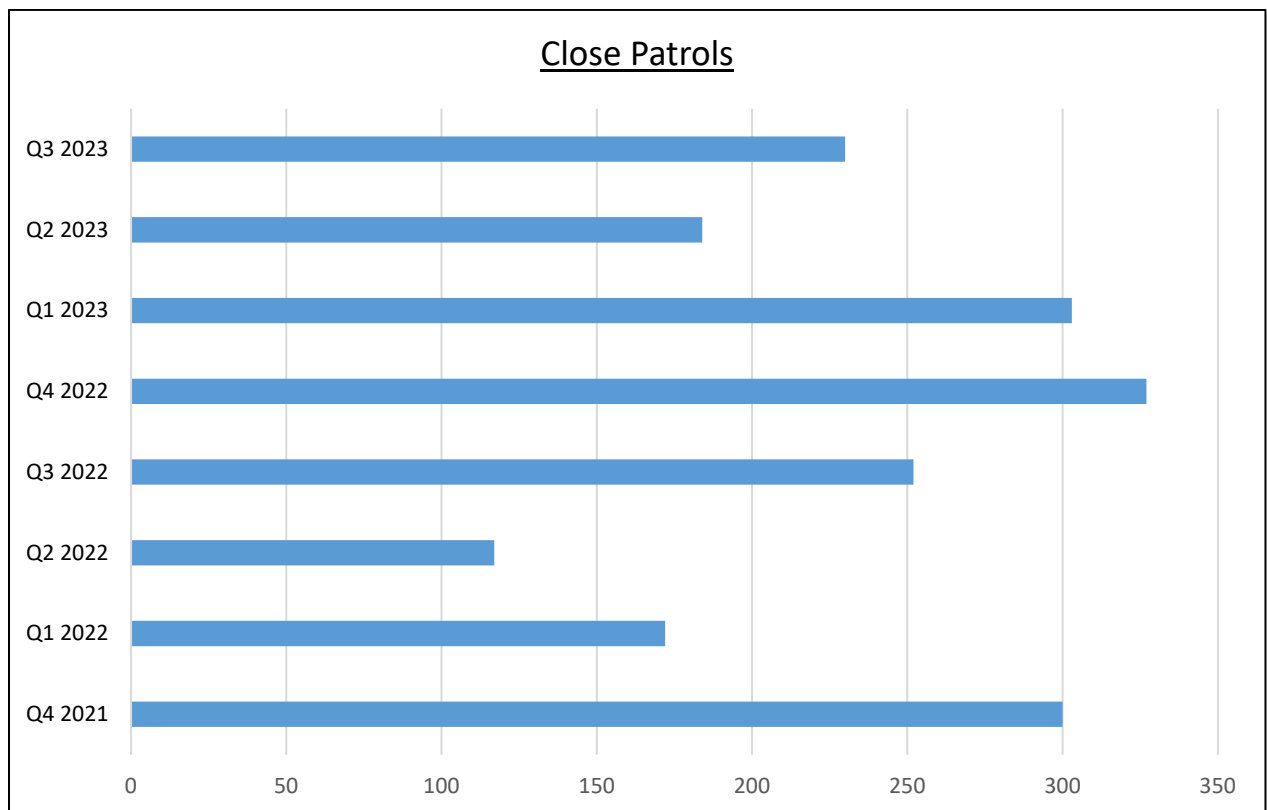
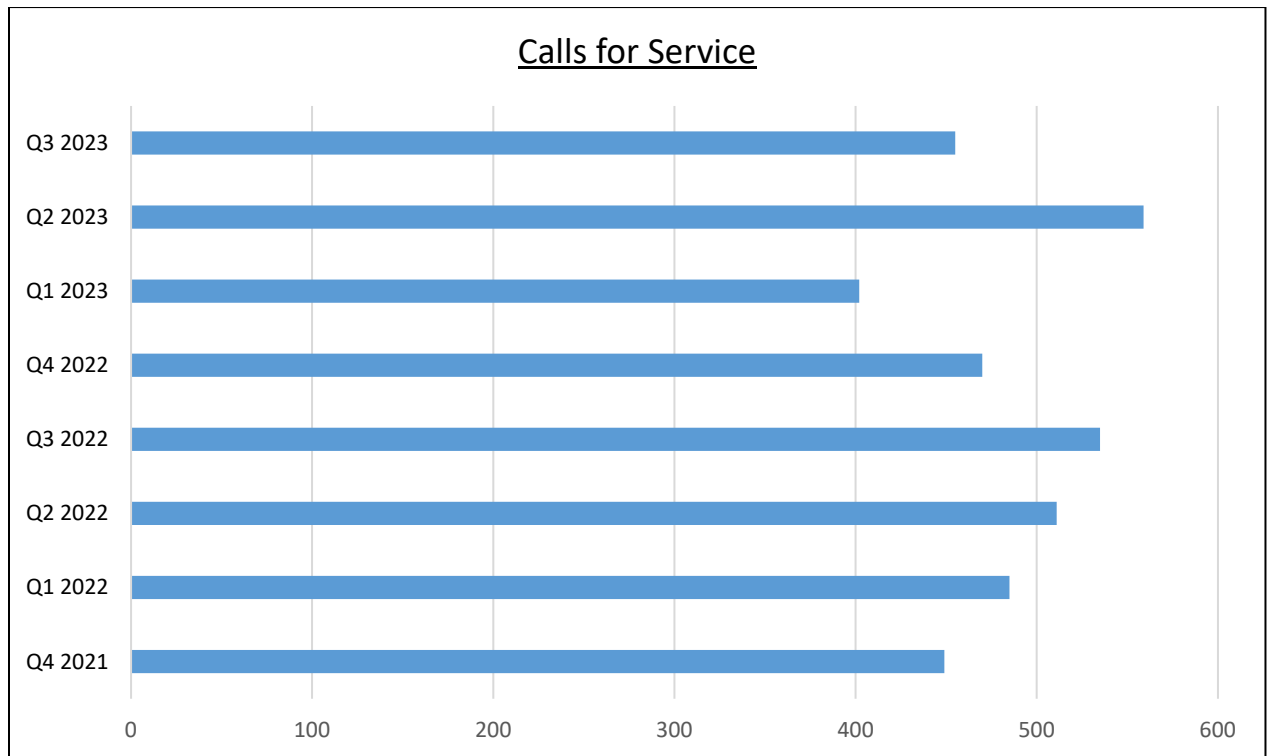
West Lake Hills Police Department

West Lake Hills, TX



West Lake Hills Police Department

West Lake Hills, TX





City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	July 26, 2023	Item Number:	4
Department:	Building & Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

301 Yaupon Valley Dr: Discuss and consider action on a variance request for the removal of two (2) trees with trunk diameters of 14 inches or greater, a double trunk 6"/14" ash juniper and an 18" ash juniper (Section 22.03.304 of the West Lake Hills Code).

Applicant: Mark Hawkins

Recommendation

Staff recommends approval of the variance request. The City Engineering team has been onsite and evaluated options regarding the slope and the existing structures in the right-of-way. Due to the existing conditions, removal of the trees and relocating the retaining wall onto private property within the front yard setback is the recommendation of the City Engineer.

This item was considered at the June 21, 2023 Zoning & Planning Commission meeting. The Commission recommended approval of the variance request by a vote of 5 to 0 (Attachment 4).

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Mark J & Laura A Hawkins

Legal Description: Laurel Valley Subdivision, Lot 1

Lot Size: 1.393 acres (60,679 sf)

Zoning: R-1 (One-Family)

The properties surrounding the subject property are zoned R-1 One Family.

Background & Analysis:

The applicant is seeking approval to remove two trees in order to relocate an existing retaining wall in the right-of-way onto the private property within the front yard setback (Attachment 1). The location of the wall will require the removal of a double trunk (6"/14") ash juniper and an 18" ash juniper (Attachment 2).

The existing house was built in 2019 by the previous owner. During construction, a retaining wall was constructed into the right-of-way, along with a portion of the driveway wall. The new owners have submitted a conceptual plan that would move the retaining wall back onto the property, necessitating variances to remove the trees and for a height variance for the proposed retaining wall within the setback. The property has a steep slope from the ROW up to the house. The city engineering team has met with the owner's contractor and

engineer on site and recommended the proposed plan as the best option to remove the retaining wall out of the ROW and secure the slope. The plans submitted for the variance are conceptual for the variance approval. Upon the approval of the variances, the owner will submit engineered plans for review and approval for the grading, structural walls, and drainage for the site.

The applicant has also submitted a request for a license to encroach for the driveway wall that is encroaching into the ROW. It is the opinion of city staff that the relocation/removal of the wall will create additional site concerns and that leaving it in place is the best option. The license to encroach will be considered at the July 12, 2023 City Council meeting.

Variance Criteria Review:

When applying for a variance, the applicant has provided the following evidence:

1. *The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.*
The open-faced cut along the street facing / front property line has existed for as long as Yaupon Valley has been a public street in WLH. It varies in height up to approx. 6'.
2. *There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.*
The natural terrain and existing flora will largely remain intact if this variance is approved. In fact, the street facing retaining wall will also feature an incorporated planter bed in front of the wall, so that an ADDITIONAL layer of permanent vegetative screening can be planted to mask the wall and provide a dense vegetative buffer between the street edge along and inside the front property line.
3. *There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.*
With respect to the street facing retaining wall...the only alternative is to do NOTHING, and allow this long standing water condition to remain as a safety hazard. As far as the shorter, upper retaining wall is concerned, it is needed to provide stabilization to the top of the detention pond and allow the spoils to be removed below it, restoring it back to natural grade. This shorter upper wall also incorporates 2 tree wells for the 2 protected trees located on the upside of the existing detention pond. If the variance for this upper wall is not granted these 2 protected trees (#26 -) are in jeopardy of losing a permanent stable soil base.
4. *The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.*
We believe that the variance requests are minimized as the proposed drainage wall and planter bed will simply provide a facing to the rock cut and provide a permanent solution to the groundwater runoff. The design helps prevent erosion, diverts runoff into pre-existing drainage features along the ROW, and enhances the streetscape by providing an area for a permanent vegetative screening buffer directly against the street edge and front property line.
5. *In addition, the variance related to the construction of a new 3' rear detention pond wall is an effort of minimization by demolishing and replacing the pre-existing / nonconforming 7' tall rear detention pond wall that currently exists.*
We believe that this variance does not violate the intent of the Zoning Ordinance and goals of the City's Comprehensive plan. We feel that the retaining wall and integrated planting / screening bed will help provide a permanent solution to the runoff issues as well as provide a location for dense vegetative

screening for the wall and green buffer between the street and the front property. We feel that this engineered design follows and meets all of the following tenets of the City's Master Plan:

- *"Provide for the health, safety, and public welfare of our citizens"*
- *"Promulgate the need for cleanliness of our street rights-of-way and beautification throughout the area"*
- *"A buffer zone of natural tree growth should be left between roads and building sites to preserve the wooded, rural character of the hills"*
- *"In areas where general planting will not prosper, other materials such as paving, walls, and fences of wood, brick, stone, rocks, and gravel shall be used."*

6. *The variance does not violate the intent of the Zoning Ordinance or goals of the Comprehensive Plan.*

We feel that the granting of these variances will not adversely affect neighboring properties or interfere with the enjoyment of the properties by their owners because the entire scope of the variances and associated improvements will directly benefit adjacent downhill property owners by diverting / eliminating the perpetual groundwater runoff and ponding issues, while providing an area of permanent vegetative screening, which currently does not exist.

7. *The variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners.*

Outdoor Lighting

Outdoor lighting is not proposed with this variance request. Any outdoor lighting will need to comply with the City's Code.

Compliance with Adopted International Building Code

The property and future construction will have to comply with all applicable City codes.

Subdivision

There is no change to the subdivision proposed with this application.

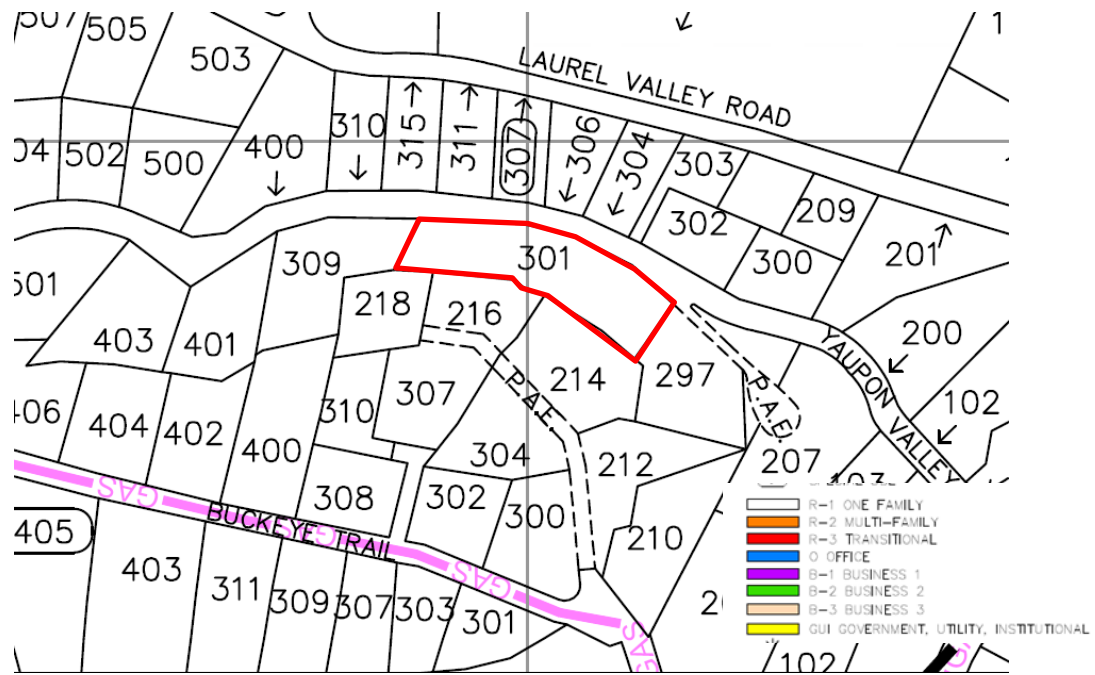
Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Section 22.03.034 Tree and Vegetation Removal and Replacement](#)
- [Section 38.05.031 Variances](#)
- [Section 22.03.511 Criteria and process required for granting variance](#)

Zoning:



Aerial:



Attachment 1

5/20/2023

Chairman Robert Meisel
West Lake Hills Zoning and Planning Commission
911 Westlake Drive
West Lake Hills, Texas 78746

Dear Chairman Meisel

In December of 2021, The Hawkins family purchased the home located at 301 Yaupon Valley Road. The house was a new build and received final inspections and subsequent Certificate of Occupancy prior to the Hawkins moving into the home.

In the time since the Hawkins moved into the home, it has been discovered that there were a number of nonconforming built conditions that were inherited on the property from the original contractor. These conditions were not identified or called out for correction by the City inspectors or City Engineers at the time of final inspections / issuance of a Certificate of Occupancy. It is our understanding that these inspections were done with former, not current staff members. This has left the Hawkins family with the task of correcting and remediating these non-conforming conditions that carried over, after the fact.

The variances included in this application are only part of a larger scope of work that the owners are seeking approval for in order to remediate and correct the non-conforming conditions.

We are enumerating each of the conditions that would require variances, as well as the other inherited non-conforming issues and their alternative paths to approval. We feel that this will be helpful in providing context to ZAPCO and BOA as to the full scope of proposed improvements and remediation that the Hawkins family is bearing the financial burden to correct.

- The original contractor installed the drainage and detention pond in a location that did not correspond with the location of the pond as indicated on the approved and permitted drainage plans. **The owner is seeking a variance to build a NEW UPHILL SUBGRADE retaining wall in the Front Setback that will now serve as the upper back portion of the detention pond. This new wall will replace the existing back portion of the detention pond and reduce the overall height of the back wall of the detention pond by approx. 3' in height. This new upper wall will also have integrated tree wells to preserve 2 large existing trees (#26 - 17" Juniper & #30 - 20" Oak) whose long term health is in jeopardy due to their unprotected proximity to the existing detention pond.**
- The original contractor did not haul off all the spoils from the excavation of the detention pond, rather spread them around in the front setback between the front property line and the 50' Front Setback. These spoils have proven to be a nuisance to the property owner and city as ice and rain events have caused some of these spoils to sluff off into the ROW. **The owner is seeking a variance to build a NEW UPHILL SUBGRADE retaining wall in the Front Setback that will allow for the removal and regrading (back to natural grade) of the spoils left behind by the original contractor, in the areas of the existing detention pond.**
- There is an existing 5 to 6' tall open faced street cut along the front property line that has long been a source of groundwater runoff which results in ponding at the ROW, onto Yaupon Valley,

and sheet flows across the street, impacting lower lying adjacent property owners. This runoff is not able to be captured by the on site detention pond, as it is only designed to capture surface runoff on the property. Portions of this open face cut are inside the existing property lines, and some of them are just beyond the front property line. It is the owner's and his engineer's desire to capture this subsurface runoff and divert it to drainage features currently being used by the City of WLH in their ROW. The proposed engineered solution to permanently resolve the subsurface runoff is to build a retaining wall INSIDE THE PROPERTY LINES and along the front face of the cut. There will be a french drain behind the wall to capture all of this runoff and then divert to adjacent drainage features. In order for this to be achieved the following variances must be applied for:

- **1) Variance to create a cut in the Front Setback that exceeds 18" in height.**
extending along the front property line that essentially trims the existing open face cut BACK INTO THE PROPERTY for the depth of the retaining wall assembly and back side french drain
- **2) Variance to create a structure in the Front Setback that exceeds 18" in height.**
The wall would only be as tall as needed to completely face the existing open cut and would vary in height along the front property line. The wall would also contain a lower planter bed directly in front of the taller wall, in order to provide a location for permanent vegetation to become established and provide screening to the wall with ivy, yaupons, laurels and other approved native vegetation.
- **3) Variances** to remove trees with diameters of 10" and greater in the front setback of the property, in order to properly install the new retaining wall. The City has asked the owner to indicate any tree over 10" in diameter that would be affected by the retaining walls and proposed drainage improvements.

The issues related to drainage improvements located OFF THE PROPERTY can not be addressed by the variance process. How that water is collected and diverted is currently being worked through between the City Inspectors, City Drainage Engineers and the Hawkins' hired engineers. We are hopeful that the City Engineers will have their assessments and recommendations prior to the scheduled June ZAPCO meeting.

- Also, the original contractor built the driveway apron and driveway retaining walls into the City ROW. **As these conditions are in the ROW, they can not be resolved through the variance process. The owner has received direction from the City of WLH with regards to these conditions and will need to follow its own separate approval process with the City. They must submit a request for a licensing agreement with the City of WLH for the driveway apron and driveway retaining walls that exist beyond the property lines of the lot.**

Please do not hesitate contacting the owner, their engineers or myself with any questions or concerns regarding this proposal or the contents of this application. I look forward to being in attendance with the owner and their engineers to present this to you at the June Zoning and Planning Committee meeting.

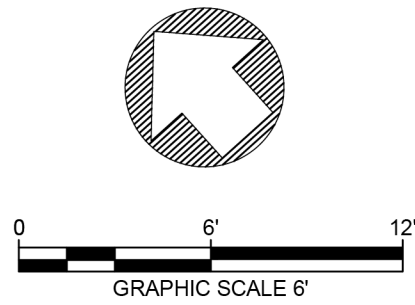
Kind Regards,

Mark Hawkins (Applicant) and Davin Fillpot (Code Consultant)

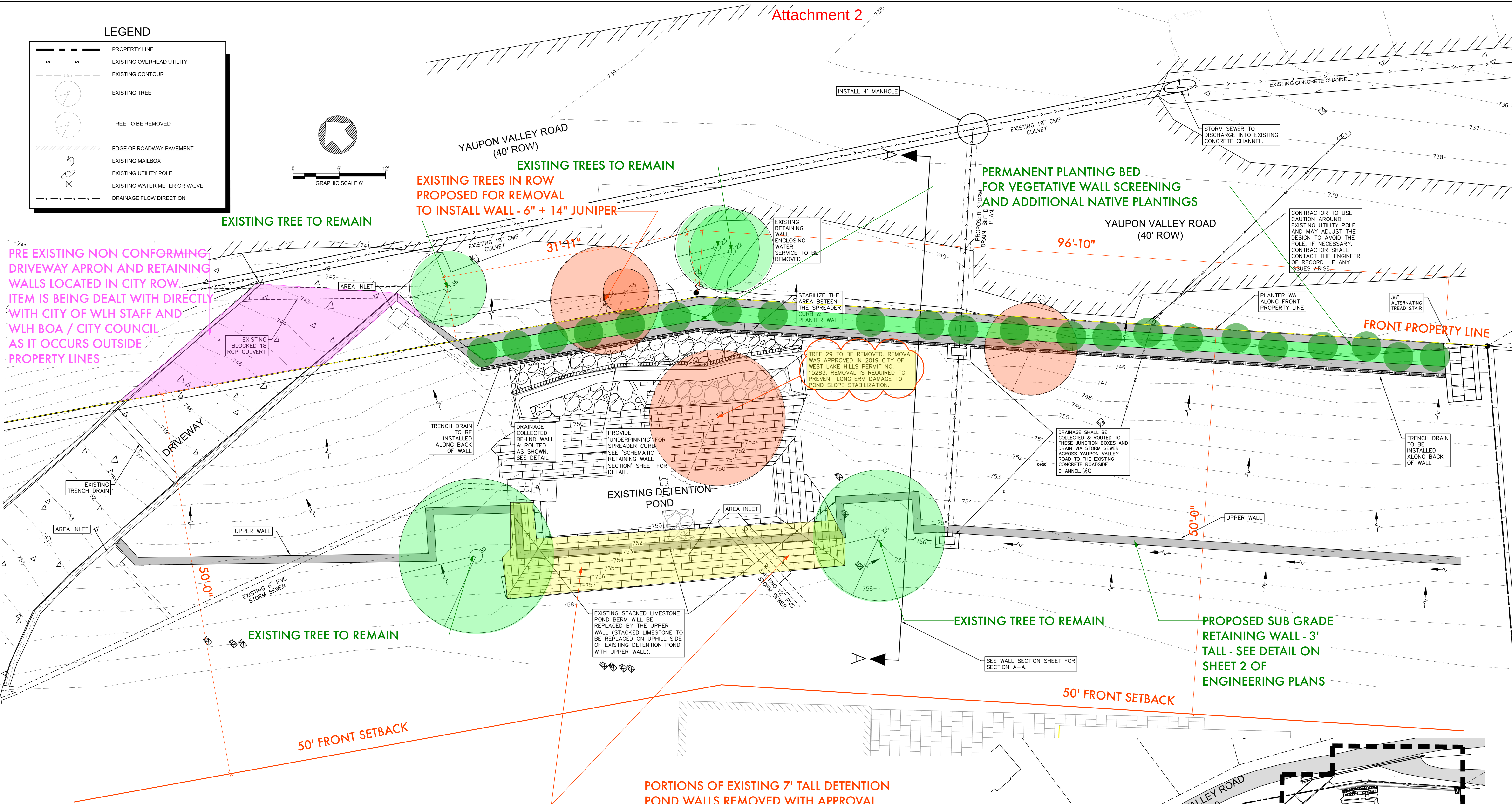
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LEGEND

	PROPERTY LINE
	EXISTING OVERHEAD UTILITY
	EXISTING CONTOUR
	EXISTING TREE
	TREE TO BE REMOVED
	EDGE OF ROADWAY PAVEMENT
	EXISTING MAILBOX
	EXISTING UTILITY POLE
	EXISTING WATER METER OR VALVE
	DRAINAGE FLOW DIRECTION

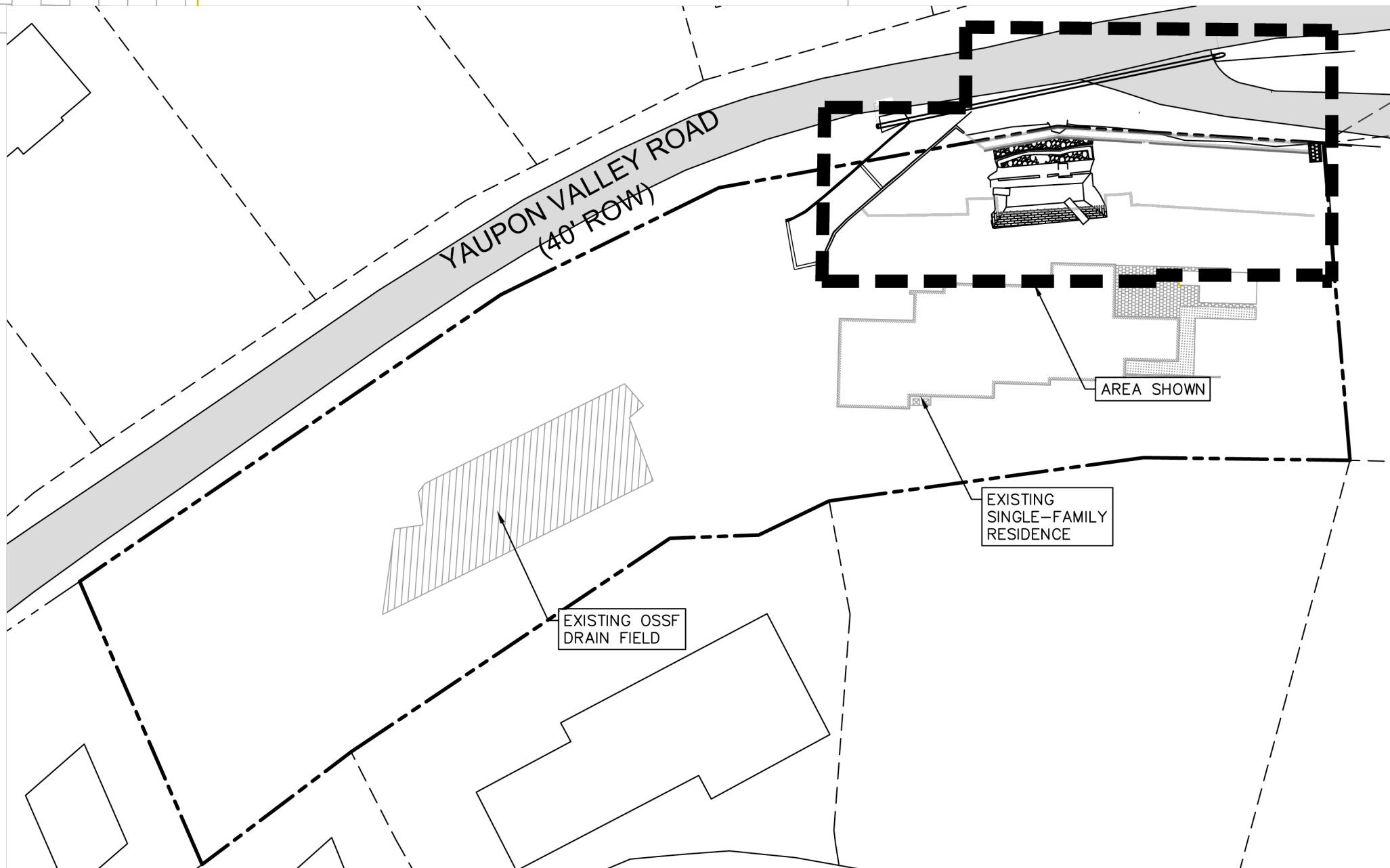


PRE EXISTING NON CONFORMING DRIVEWAY APRON AND RETAINING WALLS LOCATED IN CITY ROW. ITEM IS BEING DEALT WITH DIRECTLY WITH CITY OF WLH STAFF AND WLH BOA / CITY COUNCIL AS IT OCCURS OUTSIDE PROPERTY LINES



TREE TABLE				
TREE NUMBER	SIZE	SPECIES	REMOVED	
17	12"	JUNIPER ASH	YES	
22	11"	MAPLE	NO	
23	11"	JUNIPER ASH	NO	
26	17"	JUNIPER ASH	NO	
29	18"	JUNIPER ASH	YES	
30	20"	OAK	NO	
33	6"	JUNIPER ASH	YES	
34	14"	JUNIPER ASH	YES	
36	10"	MAPLE	NO	

PORTIONS OF EXISTING 7' TALL DETENTION POND WALLS REMOVED WITH APPROVAL OF NEW REAR POND DETENTION WALL (YELLOW)



AREA OVERVIEW 1" = 50'

Drawn: PCM	Checked: ECM	Approved: ECM	Date: 5/19/2023	No.	DATE	REVISIONS	RECOM'D
FOR REVIEW ONLY NOT FOR CONSTRUCTION							
THE MOORE GROUP Firm Reg. # 249				ENGINEERING, SURVEYING & PLANNING 1000 CUERNAVACA AUSTIN, TEXAS 78733			
301 YAUPON VALLEY SITE DEVELOPMENT AUSTIN, TRAVIS COUNTY, TEXAS				SCHEMATIC GRADING PLAN			
SHEET NO. _____ OF XX SHEETS							

18" Ash Juniper



6"/14" Ash Juniper



CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, June 21, 2023 at 6:30 PM

1. Call to Order. Chairman Robert Meisel.

With a quorum present, Chairman Robert Meisel called the meeting to order at 6:30 p.m.

ZAPCO MEMBERS PRESENT:

**Chairman Robert Meisel
Vice-Chairman Jim Pledger
Laurie Maccini
Karen Bartoletti
Julia Webber
Patrick Stewart**

CITY STAFF PRESENT:

**Director of BDS Jennifer Bills
ZAPCO Secretary Mark Littrell
Asst. City Attorney Nicole Warren**

Chairman Meisel changes the order of Agenda Items taking Item 5 and Item 6 together relating to 301 Yaupon Valley Road.

2. Consent Agenda The following items are considered to be self-explanatory by the Commission and will be enacted with one motion. There will be no separate discussion of these item/s unless a Commission Member or citizen so requests.

- Approval of the May 17, 2023 Zoning and Planning Commission Meeting Minutes

Chairman Meisel: Please note in the minutes that ZAPCO recommends Denial or Approval. We don't approve or deny anything.

Motion for Approval made by Vice-Chairman Pledger with a Second by Commissioner Stewart.

Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays.

3. Land Use 434 Brady Lane - Discuss and make a recommendation on proposed variances for the removal of two (2) trees with trunk diameters of 14 inches or greater, a double trunk 14"/19" live oak and an 18" live oak (Section 22.03.304 of the West Lake Hills Code).
Applicant: Monte Janssen, J5 Homes, LLC.

- Tree # 323 - Double trunk 14"/19" Live Oak; and
- Tree # 325 - 18" Live Oak.

Staff Briefing

Director Bills gives the Staff Report.

Staff Recommendation: Denial due to the fact it is design driver. You could build a smaller house on the footprint.

Commissioner Maccini: Were there more plans submitted?

Director Bills: This is all that was submitted with the variance. They have submitted plans that have had one round of reviews but they haven't been approved yet.

Commissioner Webber: I wanted to clarify what the zoning rules if they wanted to keep the existing house could they remodel and keep the existing footprint?

Director: So if they wanted to remodel the existing house and not change the existing footprint they can do that. If they want to add on they could keep the existing footprints as long as the addition meets the current setbacks.

Commissioner Maccini: The new home is at what percentage?

Director Bills: It's around 35%. New plans have been submitted but not approved.

Commissioner Maccini: It's higher because it's a smaller lot.

Chairman Meisel: They are increasing the house by 50%.

Presentation by Applicant

Monte Janssen is the owner. The two trees are by the deck. Based on the setbacks, we don't have room. The current house does not meet code. (Pictures are passed out at the dais). A new project is impossible with these trees.

Public Hearing

Mary Williams lives at 3 Sugar Creek. (Pictures were added to slide show). I'm concerned about the slope. Those are large trees. If they are removed we would see the house. These houses have been here since the 60's. We built within the footprint for our home. They provide privacy.

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Discussion/Recommendation

Commissioner Stewart: Has there been an arborist assessment?

Monte: I don't have anything.

Commissioner Webber: Was the existing home a AD Stanger?

Monte: Yes. We will plant for privacy.

Commissisoner Webber: The new trees, they aren't listed.

Director Bills: Tree replacement is required.

Commissioner Webber: They are large and you taking out 9 trees, replacement is not going to be easy. I'm curious about the new planting. Additional drawings would be helpful.

Commissioner Maccini: Design driven is my concern. There are more creative ways to build.

Motion for Recommend Denial made by Commissioner Webber with a Second by Vice-Chairman Pledger.

Motion for Recommend Denial carried unanimously by a vote of 5 ayes to 0 nays.

4. Land Use 1002 Live Oak Ridge Road - Discuss and make a recommendation on a release of easement for a 100-foot LCRA easement on a recorded plat (Section 36.01.017 of the West Lake Hills Code). Applicant Matthew Bentley and Sallie Bentley

Staff Briefing

Director Bills gives the Staff Report.

Staff Recommendation: Approval.

Commissioner Stewart: Any plans for building?

Director Bills: A pool.

Presentation by Applicant

Matthew and Susan Bentley are the owners since 2021. This is our forever home. We will be putting in a pool. There is no way that LCRA will come back and ask for the easement. We love our neighbors.

Public Hearing

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Discussion/Recommendation

Commissioner Maccini: No future variances for a pool?

Matthew: No.

Motion for Recommended Approval made by Vice-Chairman Pledger with a Second by Commissioner Bartoletti.

Motion for Recommended Approval carried unanimously by a vote of 5 ayes to 0 nays.

5. Land Use 301 Yaupon Valley Road - Discuss and make a recommendation on proposed variances for the removal of two (2) trees with trunk diameters of 14 inches or greater, a double trunk 6"/14" ash juniper and an 18" ash juniper (Section 22.03.304 of the West Lake Hills Code). Applicant Mark Hawkins.
- Tree #29 - 18 inch ash juniper
 - Tree #33/34 - 6"/14" ash juniper

Staff Briefing

Director Jennifer Bills gives the staff report on both items.

Staff Recommendation on Step 5 - Approval.

Staff Recommendation on Step 6 - Approval.

Commissioner Webber: The 8' retaining wall, is that measured above the planting bed or from the base of the planting bed?

Director Bills: From the base.

Presentation by Applicant

Mark Hawkins and his wife Laura are the property owners since December 2, 2021.

My dear neighbor Kay is here. She's been here for more than 35 years. I have David Kettler as a representative; we have Davin Fillpot who is helping us. Since we've moved in we have inherited some non-conforming conditions from the previous home builder. We are trying to remedy the situation. We have a significant sub-surface drainage issue that effects the neighbors across the street. The ice storm was a concern because of standing water and ice. The neighbors are supportive because the water could impact them in the long term. We're trying to do the right thing.

Public Hearing

Kay Abikhaled lives at 297 Yaupon Valley which is next door to Mark and Laura.

They have been next door for a year and I can say I'm so blessed to have such wonderful neighbors and I am here to give moral support.

Davin Fillpot lives at 404 Redbud Trail and I'm here to assist the Hawkins family and answer any questions related to the application. They are here to mediate and rectify the non-conforming conditions. Fixing those conditions are triggering those variances. I'm here to help answer any questions.

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Discussion/Recommendation

Chairman Meisel: Is there a building permit in the works?

Mark: Correcting drainage.

Commissioner Webber: The graphics are very helpful.

Chairman Meisel: The water and ice can be a real hazard.

Commissioner Maccini: When replacing the trees, there is a variety. No ligustrums. I really appreciate your being pro-active.

Motion for Recommended Approval made by Commissioner Maccini on both Item 5 and Item 6 with a Second by Commissioner Webber.

Motion for Recommended Approval carried unanimously by a vote of 5 ayes to 0 nays.

6. Land Use 301 Yaupon Valley Road - Discuss and make a recommendation on proposed variances for the height of a retaining wall in the front setback greater than 18" (Section 22.03.170 f) and a retaining wall exceeding six (6) feet in height above natural grade (Section 22.03.170 g), to allow a not to exceed 8 foot and 2.5-foot-tall retaining walls within the front yard setback. Applicant: Mark Hawkins

ITEM 6 WAS ADDRESSED WITH THE PREVIOUS ITEM.

7. Adjournment. Chairman Robert Meisel.

Chairman Meisel adjourns the meeting at 7:20 p.m.

Respectfully submitted,

ROBERT MEISEL, CHAIRMAN

ATTEST:

ZAPCO Secretary Mark Litrell

These minutes were approved on _____, 2020.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	July 12, 2023	Item Number:	5
Department:	Building & Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

301 Yaupon Valley Road: Discuss and consider action on a license to encroach agreement for a retaining/driveway wall in the right-of-way (Section 34.01.001 Streets, Sidewalks, and Other Public Ways; Authority).

Applicant: Mark Hawkins

Recommendation

Staff recommends approval of the license to encroach. Due to the existing conditions, it is the recommendation of the City Engineer to allow the driveway retaining wall to remain in place.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Mark J & Laura A Hawkins

Legal Description: Laurel Valley Subdivision, Lot 1

Lot Size: 1.393 acres (60,679 sf)

Zoning: R-1 (One-Family)

The properties surrounding the subject property are zoned R-1 One Family.

Background & Analysis:

The applicant is seeking approval to allow existing private improvements (driveway retaining wall) to encroach into the public right-of-way for Yaupon Valley Road.

During the construction of the new home at 301 Yaupon Valley in 2019, the driveway wall accidentally extended into the street right-of-way approximately 7.3 feet east side and 23.75 feet on the west side of the driveway (Attachment 1). The wall on the west side of the driveway is 3.92 feet from the edge of the street pavement, but due to the slope and curvature of the road, does not create any obstruction to vehicles (Attachment 2).

This application is being processed in conjunction with a variance for a seven-foot-tall retaining wall and a two-foot-tall retaining wall in the front yard setback and tree removal variances.

The existing house was built in 2019 by the previous owner. During construction, a retaining wall was constructed into the right-of-way, along with a portion of the driveway wall. The new owners have submitted a conceptual plan that would move the retaining wall back onto the property, necessitating variances to remove

the trees and for a height variance for the proposed retaining wall within the setback. The property has a steep slope from the ROW up to the house. The city engineering team has met with the owner's contractor and engineer on site and recommended the proposed plan as the best option to remove the retaining wall out of the ROW and secure the slope. The plans submitted for the variance are conceptual for the variance approval. Upon the approval of the variances, the owner will submit engineered plans for review and approval for the grading, structural walls, and drainage for the site.

It is the opinion of city staff that the relocation/removal of the wall will create additional site concerns and that leaving it in place is the best option.

License to Encroach Requirement:

Texas Transportation Code, Section 311.002 and 311.08

Redbud Trail is a public right of way subject to the exclusive control of City, and the authority includes the right to control, regulate, improve, close, vacate, remove encroachments or obstructions from, or to otherwise regulate the streets.

Section 34.01.004 Streets, Sidewalks and Other Public Ways

Municipal Authorization is required for an entity to place, reconstruct or alter facilities in, on, or over the public rights-of-way, and said authority must be obtained by separate instrument in accordance with this section or by operation of other laws.

If approved, a license to encroach agreement will be executed and recorded with the Travis County Clerk (Attachment 3).

Outdoor Lighting

Outdoor lighting is not proposed with this request and will not be allowed within the right-of-way.

Compliance with Adopted Development Code

The property and future construction will have to comply with all applicable City codes for the construction of the improvements.

Subdivision

There is no change to the subdivision proposed with this application.

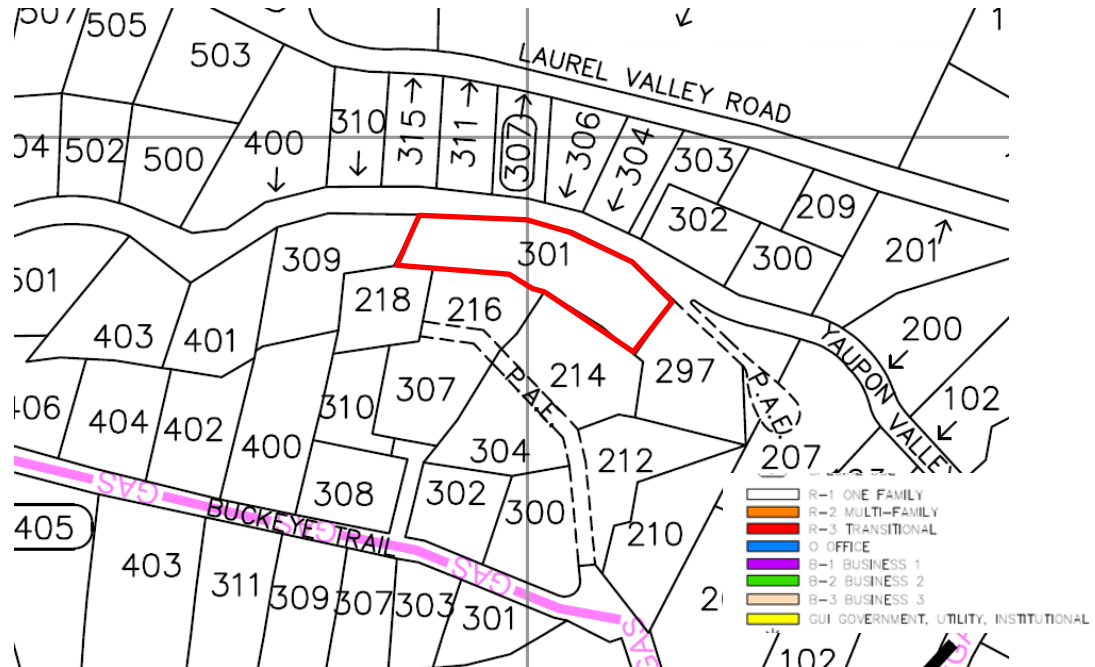
Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- West Lake Hills Code of Ordinances
 - [Section 34.01.004 Streets Sidewalks, and Other Public Ways; Municipal Authorization](#)
- Texas Transportation Code
 - [Section 311.02 and 311.08](#)

Zoning:



Aerial:



5/23/2023

BOA Chairperson
West Lake Hills Board of Adjustments
911 Westlake Drive
West Lake Hills, Texas 78746

Dear Chairperson Anthony

In December of 2021, The Hawkins family purchased the home located at 301 Yaupon Valley Road. The house was a new build and received final inspections and subsequent Certificate of Occupancy prior to the Hawkins moving into the home.

In the time since the Hawkins moved into the home, it has been discovered that there were nonconforming built conditions that were inherited on the property from the original contractor. These conditions were not identified or called out for correction by the City inspectors or City Engineers at the time of final inspections / issuance of a Certificate of Occupancy. It is our understanding that these inspections were done with former, not current staff members. This has left the Hawkins family with the task of correcting and remediating these non-conforming conditions that carried over, after the fact.

They are concurrently applying for the variances necessary to remediate issues that occur inside their property boundaries.

However, several of the nonconforming conditions that they inherited relate to the driveway apron and associated retaining walls that extend beyond the property line and into the City's ROW.

In order to address these non-conforming conditions, the homeowners have been directed by the city to apply for a "License to Encroach" agreement with the City of West Lake Hills.

Attached to this request is a property survey showing these encroachments and an Enlarged Plan indicating the area and dimensions of the encroachments. This application will be supplemented with surveyed metes and bounds as soon as the surveyor can complete their work on site.

The owners respectfully request the approval of this "License to Encroach" agreement in order to keep the existing driveway entrance and associated retaining walls in their "As Built" locations that have existed since the house was completed in 2021.

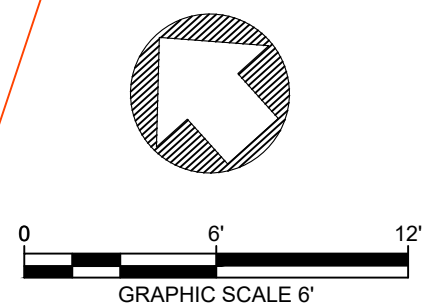
Kind Regards,

Mark Hawkins (Applicant) and Davin Fillpot (Code Consultant)

LEGEND

	PROPERTY LINE
	EXISTING OVERHEAD UTILITY
	EXISTING CONTOUR
	EXISTING TREE
	TREE TO BE REMOVED
	EDGE OF ROADWAY PAVEMENT
	EXISTING MAILBOX
	EXISTING UTILITY POLE
	EXISTING WATER METER OR VALVE
	DRAINAGE FLOW DIRECTION

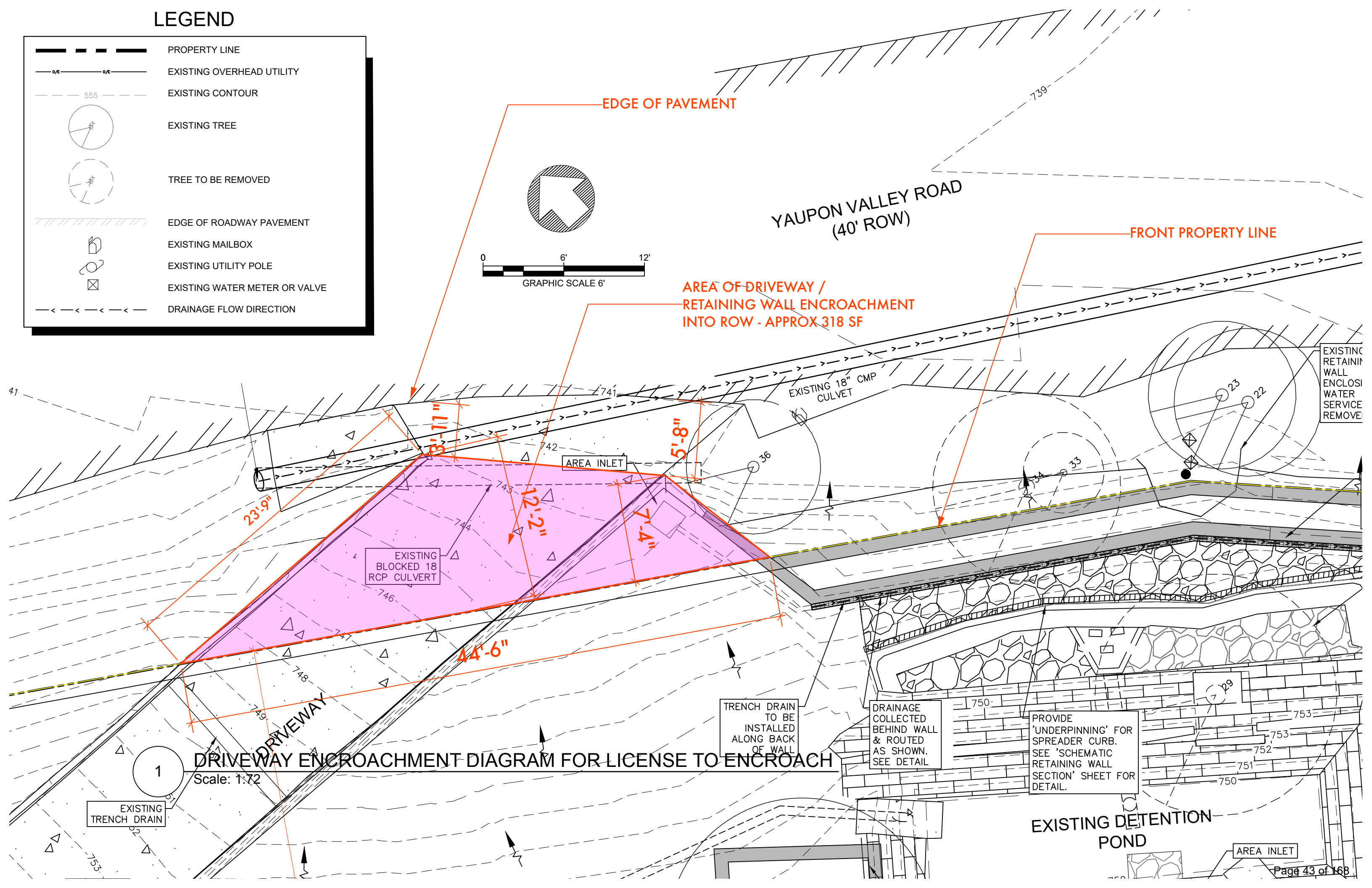
EDGE OF PAVEMENT



YAUPON VALLEY ROAD
(40' ROW)

FRONT PROPERTY LINE

AREA OF DRIVEWAY /
RETAINING WALL ENCROACHMENT
INTO ROW - APPROX 318 SF



DRIVEWAY ENCROACHMENT DIAGRAM FOR LICENSE TO ENCROACH

Scale: 1:72

EXISTING
TRENCH DRAIN

EXISTING
BLOCKED 18
RCP CULVERT

AREA INLET

TRENCH DRAIN
TO BE
INSTALLED
ALONG BACK
OF WALL

DRAINAGE
COLLECTED
BEHIND WALL
& ROUTED
AS SHOWN.
SEE DETAIL

PROVIDE
'UNDERPINNING' FOR
SPREADER CURB.
SEE 'SCHEMATIC
RETAINING WALL
SECTION' SHEET FOR
DETAIL.

EXISTING DETENTION
POND

AREA INLET

LICENSE TO ENCROACH AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This is a license agreement for the use of certain right-of-way (Exhibit A-1) located adjacent to 301 Yaupon Valley Road (Laurel Valley Subdivision, Lot 1), also known as “Improvements” encroachments of constructing a driveway with retaining walls (Exhibit A-2) between the City of West Lake Hills, acting by and through its Mayor (hereinafter “City”) and the Almondsbury Trust, acting through its trustee Mark J. and Laura A. Hawkins (hereinafter “Licensee”). Collectively, City and Licensee will be referred to as the “Parties.”

RECITALS

The Parties acknowledge and agree on the following:

1. City is the owner of the public right-of-way as described on Exhibit A-1 (“the Property”).
2. Yaupon Valley Road is public right of way subject to the exclusive control of City, as provided by Sections 311.002 and 311.008, Texas Transportation Code, which authority includes the right to control, regulate, improve, close, vacate, remove encroachments or obstructions from, or to otherwise regulate the streets.
3. City has considered the requirements of Chapter 316, Texas Transportation Code, and does hereby make the findings required by Sections 316.003 and 316.007.
4. The encroachment is located adjacent to the parcel on which Licensee conducts activities.
5. The City finds that there are no negligible negative impacts from this Agreement will have on the public’s use of the right-of-way for the allowed encroachments.
6. This Agreement is supported by full and adequate consideration.

GRANT OF LICENSE AND AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree to the following terms:

ARTICLE 1 **PREMISES AND PRIVILEGES**

For and in consideration of the terms, conditions, and covenants of this Agreement to be performed by Licensee, all of which Licensee accepts, City authorizes and permits Licensee to have the non-exclusive use of the right-of-way for the encroachment as shown in Exhibit A-2 ("Licensed Premises"). The herein described privileges are transferable and shall convey with the sale of the property for the term of the agreement described in Article 2. Licensee accepts the condition of the Property as is, where is, in its condition as of the effective date of this Agreement with no expectation that City will incur any expense in connection with the Property.

ARTICLE 2

TERM AND COMPENSATION

1. The term of this Agreement shall be for a period of one year, beginning on the effective date of this Agreement. Unless and until the Agreement is terminated, this Agreement will renew itself automatically on each anniversary of the Agreement for an additional one-year term.
 - A. The City may terminate this agreement without cause.
2. Compensation. Consideration for this Agreement shall be the improved conditions to and from Licensee's Project. No annual fee is required. As further consideration, Licensee agrees to hold City harmless and indemnify City as described in Paragraph 7.

ARTICLE 3

OBLIGATIONS OF LICENSEE

In addition to any other obligations imposed by this Agreement, Licensee accepts and will perform the following obligations:

1. Licensee shall not deny access to utility or tele-communication providers.
2. Wherein construction on the Licensed Premises would interfere with traffic on Yaupon Valley Road, Licensee shall be required to obtain from the City an approved traffic management plan to minimize to the maximum extent practical adverse traffic impacts and delays created by construction within the Licensed Premises. The traffic management plan can be administratively approved by the City Administrator and upon approval shall be included in this Agreement as a condition of this Agreement.
3. In case of emergency, City may enter the Licensed Premises without giving notice and without incurring any obligation to Licensee, in order to take whatever action is necessary by virtue of the emergency. In addition, City shall be authorized to enter the Licensed Premises for the purpose of (a) observing or inspecting the Improvements; (b) exercising City's rights or duties with respect to the Licensed Premises; (c) protecting persons or property; or (d) for the public health or safety.

4. Licensee shall neither construct nor permit any buildings, structures or improvements other than those listed in this agreement without approval of the City of West Lake Hills in writing.
5. Licensee shall bear all costs of installing, maintaining, and repairing any public or private improvements which may be damaged or removed by the construction of the Improvements, and shall be responsible for overseeing the construction process and obtaining and supervising all contractors used to install the same or to construct any related improvements, whether such improvements or features are temporary or permanent.
6. Licensee shall comply with all applicable federal, state, and local laws, including all City ordinances, codes, and regulations in the design and construction of the Improvements and failure to obtain any necessary approval of City prior to construction or failure to comply with all applicable federal, state and local law including all City ordinances, codes, and regulations, shall constitute a material breach of this Agreement. In addition, Licensee shall obtain all permits, approvals and inspections required by City's Code of Ordinances and any other permits or approvals issued by the City, as applicable to the Improvements or activities and matters licensed by this Agreement. Nothing in this Agreement is intended to amend, waive or diminish the requirements of such ordinances or approvals.
7. **LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY CALLED "INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, CAUSES OF ACTION, EXPENSES OR DEMANDS (COLLECTIVELY "COSTS") OF ANY NATURE WHATSOEVER, SAVE AND EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY INDEMNITEES, ON ACCOUNT OF PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHICH ARISES, OR IS CLAIMED TO ARISE, OUT OF OR IS, OR IS CLAIMED TO BE, IN ANY MANNER CONNECTED WITH, PLACEMENT, CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR, OF THE IMPROVEMENTS OR PURSUANT TO THIS AGREEMENT. LICENSEE SHALL, AT ITS OWN EXPENSE, INVESTIGATE ALL THOSE CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON AND PAY ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF THE AFORESAID CLAIMS, DEMANDS OR CAUSES OF ACTION.**
8. Licensee shall maintain the Property that is encroaching or remove if not maintained.

9. Licensee agrees all future work within the right-of-way will require a request through the permit process, and approval by the City Administrator.
10. Licensee acknowledges that City may desire to repair, repave or otherwise improve the right-of-way. In this event, Licensee shall allow the City access for such period of time as is necessary. The City also retains the right to access the property for all other rights incidental to and necessary in connection with any utility lines or facilities which may be located on or under the Property.

ARTICLE 4

NOT A CONVEYANCE OF REAL PROPERTY INTEREST

The Parties agree and acknowledge that this Agreement is not a conveyance or transfer of any tenancy, leasehold, or ownership interest of any kind in the Right-of-Way.

ARTICLE 5

NO LIABILITY FOR CITY

The Parties agree that City shall have no liability for any losses or damages, direct or consequential, resulting from the loss of any things on the Property, real or personal, whether by theft, vandalism, negligence, act of God, or other event or occurrence.

ARTICLE 6

TERMINATION

This Agreement shall terminate upon the occurrence of any of the following:

1. If Licensee fails to construct, remedy or correct any material deficiency in the work contemplated by this Agreement, abandons the work contemplated by this Agreement, changes the design or construction requirements without approval of the City, fails to pay when due all costs and expenses associated with design and construction of the Improvements or fails to successfully complete the Improvements, City shall provide written notice to Licensee specifying the construction needed, maintenance or repair work needed or the deficiency or default of a term or condition of this Agreement. If the City Administrator receives no substantive response within ten (10) business days following such Notification to Licensee (the "Notification"), then City may at Licensee's cost to remove, repair, replace, correct, maintain or otherwise remedy the default or failure associated with the Improvements or the failure or default by Licensee with regard to one or more terms or conditions of the Agreement.
2. Upon termination of this Agreement by either party, Licensee shall remove all things placed within the right-of-way by Licensee or its agents, servants, or employees. Licensee

shall restore the Property as nearly as practical to its condition prior to the initial execution of this Agreement. If the Licensee fails to restore the Property to its condition as stated herein, the City may, at Licensee's sole cost, restore the Property to its initial condition prior to the execution of this Agreement.

3. Either the City or the Licensee may terminate this Agreement without cause by submitting 30 (thirty) days written notice of such to the other Party.

The failure of City to declare this Agreement in default shall not operate to bar or waive the right of City to terminate this Agreement because of any subsequent violation of the Agreement.

ARTICLE 7

MISCELLANEOUS GENERAL PROVISIONS

1. Attorney's Fees. In any action brought for the enforcement of the obligations in this Agreement, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.
2. Misrepresentation. All terms and conditions with respect to this Agreement are expressly contained in this document. Licensee agrees that no representative or agent of the City has made any representation or promise with respect to this Agreement not expressly contained in the Agreement.
3. Findings. Pursuant to Ch. 316, Texas Transportation Code, City finds that the rights granted to Licensee under this Agreement, including the placement of the Improvements, will not create a hazardous condition or obstruction of public travel on the streets; and that the design and location of the Improvements includes all reasonable planning to minimize potential injury or interference to the public in the use of the municipal street or Licensed Premise. Any encroachment within the right of way and effect on vehicular or pedestrian traffic, as contained in this Agreement, is found by City to be allowed pursuant to Sec. 316.007(b), Transportation Code.
4. Paragraph Headings. The paragraph headings are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
5. Notices. Notices that are sent pursuant to any provision of this Agreement, at a minimum, shall be sent to the following:

City:

The City of West Lake Hills
ATTN: City Secretary
911 Westlake Drive
West Lake Hills, TX 78746

Licensee:

Mark Hawkins, Trustee
Almondsbury Trust
301 Yaupon Valley Road
West Lake Hills, Texas 78746

6. Choice of Law and Venue. This Agreement is made and entered into by the Parties in West Lake Hills, Travis County, Texas, and is intended to be performed in West Lake Hills. This Agreement shall be construed in accordance with the laws of the State of Texas and the venue of any suits arising from this Agreement shall be Travis County, Texas.
7. Entire Agreement Amendment. This Agreement including all exhibits constitutes the full and entire understanding and agreement between the Parties and supersedes any prior or contemporaneous written or oral agreements between the Parties. This Agreement may not be amended except by a written instrument signed by both Parties.
8. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
9. Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative; and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.
10. Agreement Approval: Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.
11. Originals: This Agreement may be executed in multiple or duplicate originals. A duplicate original or copy of this Agreement is as fully enforceable as an Original, whether the document is "hard copy" or electronic. This Agreement may be signed, and a pdf copy of the document transmitted electronically which shall then constitute an original signature on the document.
12. Effective Date: The effective date of this Agreement shall be on the date last signed by a Party.

{SIGNATURE PAGE TO FOLLOW}

AGREED:

City of West Lake Hills, Texas

By: _____ Date: _____
Linda Anthony, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by Linda Anthony, Mayor of the City of West Lake Hills, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires: _____

AGREED:

By: _____ Date: _____
Mark J. Hawkins, Trustee of the Almondsbury Trust

By: _____ Date: _____
Laura A. Hawkins, Trustee of the Almondsbury Trust

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by Mark J. Hawkins, Trustee of the Almondsbury Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2023, by Laura A. Hawkins, Trustee of the Almondsbury Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT-A-1

METES AND BOUNDS DESCRIPTION A 0.014 ACRE TRACT OF LAND TRAVIS COUNTY, TEXAS

LICENSE AGREEMENT AREA

BEING 0.014 ACRES [611.00 SQ.FT.] OF LAND OVER AND ACROSS A PORTION OF THE YAUPON VALLEY ROAD RIGHT-OF-WAY AND ABUTTING LOT 1, LAUREL VALLEY SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 99, PAGE 101, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.014 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a (5/8)-inch iron rod found at an angle point in the southwest Right-of-Way line of Yaupon Valley Road, being on the northeast line of said Lot 1, Laurel Valley Subdivision;

THENCE, North 59 degrees 31 minutes 20 seconds West, with the northeast line of said Lot 1, Laurel Valley Subdivision, a distance of 30.63-feet to a calculated point, for the southeast corner of this tract of land and the **POINT OF BEGINNING** [N: 10079264.5676, E: 3094885.8489];

THENCE, North 59 degrees 31 minutes 20 seconds West, with the northeast line of said Lot 1, Laurel Valley Subdivision, a distance of 47.00-feet to a calculated point, for the southwest corner of this tract of land;

THENCE, North 30 degrees 28 minutes 40 seconds East, turning at a perpendicular angle from the previous course, a distance of 13.00-feet to a calculated point, for the northwest corner of this tract of land;

THENCE, South 59 degrees 31 minutes 20 seconds East, running parallel to the northeast line of said Lot 1, Laurel Valley Subdivision, a distance of 47.00-feet to a calculated point, for the northeast corner of this tract of land;

THENCE, South 30 degrees 28 minutes 40 seconds West, turning at a perpendicular angle from the previous course, a distance of 13.00-feet to a calculated point, for the southeast corner of this tract of land and the **POINT OF BEGINNING** [N: 10079264.5676, E: 3094885.8489]; containing 0.014 acres [611.00 Sq. Ft] more or less;

All coordinates, bearings, and distances noted within this metes and bounds description are in U.S. Survey Feet and in grid coordinates and reference the Texas State Plane Coordinate System Central Zone 4203.

A survey plat of even date accompanies this metes and bounds description.



Manuel Carrizales Date
Registered Professional Land Surveyor
Texas Registration Number 6388

6-7-2023

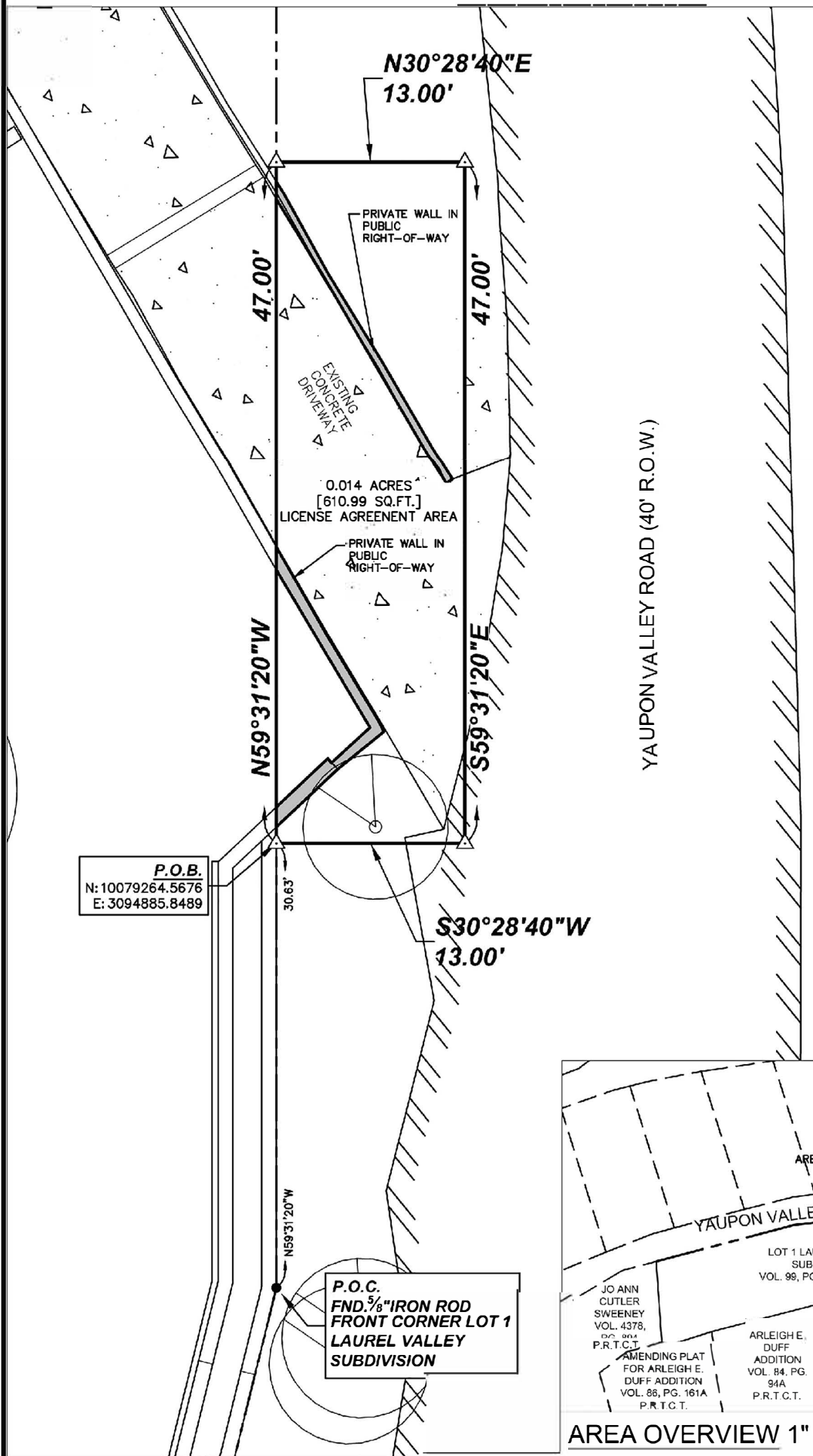
Date



Carrizales Land Surveying, LLC
Texas Registered Surveying Firm
TBPELS FIRM No:10194417
1000 Cuernavaca Drive,
Austin, TX 78733
Office: 512-442-0377
www.cls.land

Sheet 01 of 01
Job. No. e22-01

EXHIBIT - A-2



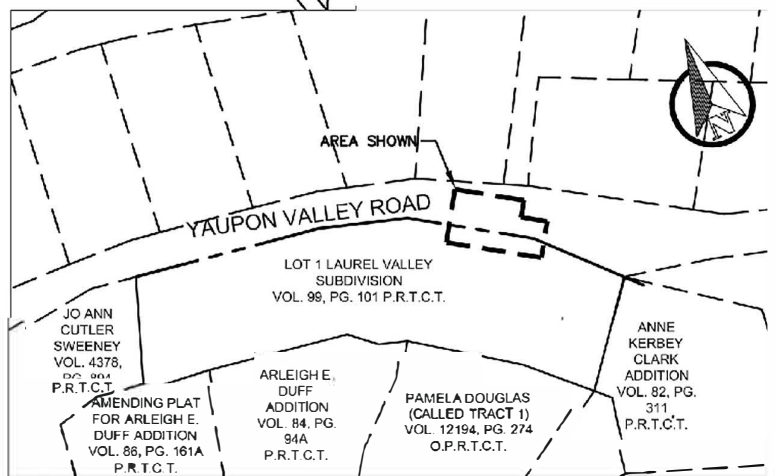
0 5' 10'

SCALE: 1"=10'

BASIS OF BEARINGS:
TEXAS STATE PLANE
COORDINATE SYSTEM
CENTRAL ZONE 4203

LEGEND

- BOUNDARY LINE
- - - RIGHT OF WAY LINE
- - FOUND 1/2" IRON ROD OR AS NOTED
- △ - CALCULATED POINT
- ▨ - ASPHALT
- ▤ - CONCRETE
- FND. - FOUND
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- R.O.W. - RIGHT OF WAY
- VOL. - VOLUME
- PG. - PAGE
- O.R.T.C.T. - OFFICIAL RECORDS TRAVIS COUNTY TEXAS
- P.R.T.C.T. - PLAT RECORDS TRAVIS COUNTY TEXAS



AREA OVERVIEW 1" = 200'

PLAT SHOWING:

0.014 ACRES [611.00 SQ.FT.] OF LAND
OVER AND ACROSS A PORTION OF THE YAUPON VALLEY ROAD
RIGHT-OF-WAY AND ABUTTING LOT 1, LAUREL VALLEY SUBDIVISION, A
SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT
THEREOF RECORDED IN VOLUME 99, PAGE 101, PLAT RECORDS OF TRAVIS
COUNTY, TEXAS.

NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS NOT SHOWN THAT MAY AFFECT THIS PROPERTY.
2. ALL ADJOINER INFORMATION SHOWN HEREON AS PER TRAVIS COUNTY APPRAISAL DISTRICT RECORDS.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.
4. SURVEY VALID ONLY WITH ORIGINAL SEAL AND SIGNATURE.

JOB NO. 622-017

SHEET 02 OF 02



I, MANUEL CARRIZALES, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION IN THE MONTH OF JUNE, 2023 AND THAT THE NOTES SHOWN HEREON ARE TRUE AND CORRECT.

Manuel Carrizales 16-7-2023
MANUEL CARRIZALES DATE
R.P.L.S. #6388



Carrizales Land Surveying, LLC
Texas Registered Surveying Firm
TBPLS FIRM No:10194417
1006 CUERNAVACA DRIVE,
AUSTIN, TX 78733
OFFICE: 512-442-0377
WWW.CLS-LAND

THE MOORE GROUP

Engr. Firm Reg. #249

ENGINEERING & PLANNING
1000 CUERNAVACA PH. (512) 442-0377
AUSTIN, TEXAS 78733 FAX (512) 442-7807



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	July 26, 2023	Item Number:	6
Department:	Building & Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

1419 Redbud Trail: Discuss and consider action on a license to encroach agreement for a private driveway and related drainage infrastructure in the Big Bend West Road (unopened) right-of-way (Section 34.01.001 Streets, Sidewalks, and Other Public Ways; Authority).

Applicant: Mark Woodruff

Recommendation

Staff recommends approval of the license to encroach. The City of West Lake does not have any future plans to develop Big Bend West Road at this time.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Woodruff Family Trust

Legal Description: 1.402 acres of the TJ Chambers Survey No. 504 Abstract No. 198

Lot Size: 1.402 acres (61,071 sf)

Zoning: R-1 (One-Family)

The properties surrounding the subject property are zoned R-1 One Family.

Background & Analysis:

The applicant is seeking approval to construct a private driveway with related drainage within the Big Bend West Road right-of-way. Big Bend West Road does have existing utility infrastructure within the right-of-way, but the street is unopened, as there are no improvements for vehicular traffic. The existing driveway takes partial access at the intersection of Redbud Trail and Big Bend West Road. The applicant would like to extend the driveway down the right-of-way in order to extend to the back of the property. The property has an approved Special Use Permit for the guest quarters behind the main house.

License to Encroach Requirement:

Texas Transportation Code, Section 311.002 and 311.08

Redbud Trail is a public right of way subject to the exclusive control of City, and the authority includes the right to control, regulate, improve, close, vacate, remove encroachments or obstructions from, or to otherwise regulate the streets.

Section 34.01.004 Streets, Sidewalks and Other Public Ways

Municipal Authorization is required for an entity to place, reconstruct or alter facilities in, on, or over the public rights-of-way, and said authority must be obtained by separate instrument in accordance with this section or by operation of other laws.

If approved, a license to encroach agreement will be executed and recorded with the Travis County Clerk (Attachment 3). The licensee will be required to submit permits and meet code requirements for all improvements constructed within the right-of-way.

Outdoor Lighting

Outdoor lighting is not proposed with this request and will not be allowed within the right-of-way.

Compliance with Adopted Development Code

The property and future construction will have to comply with all applicable City codes for the construction of the improvements.

Subdivision

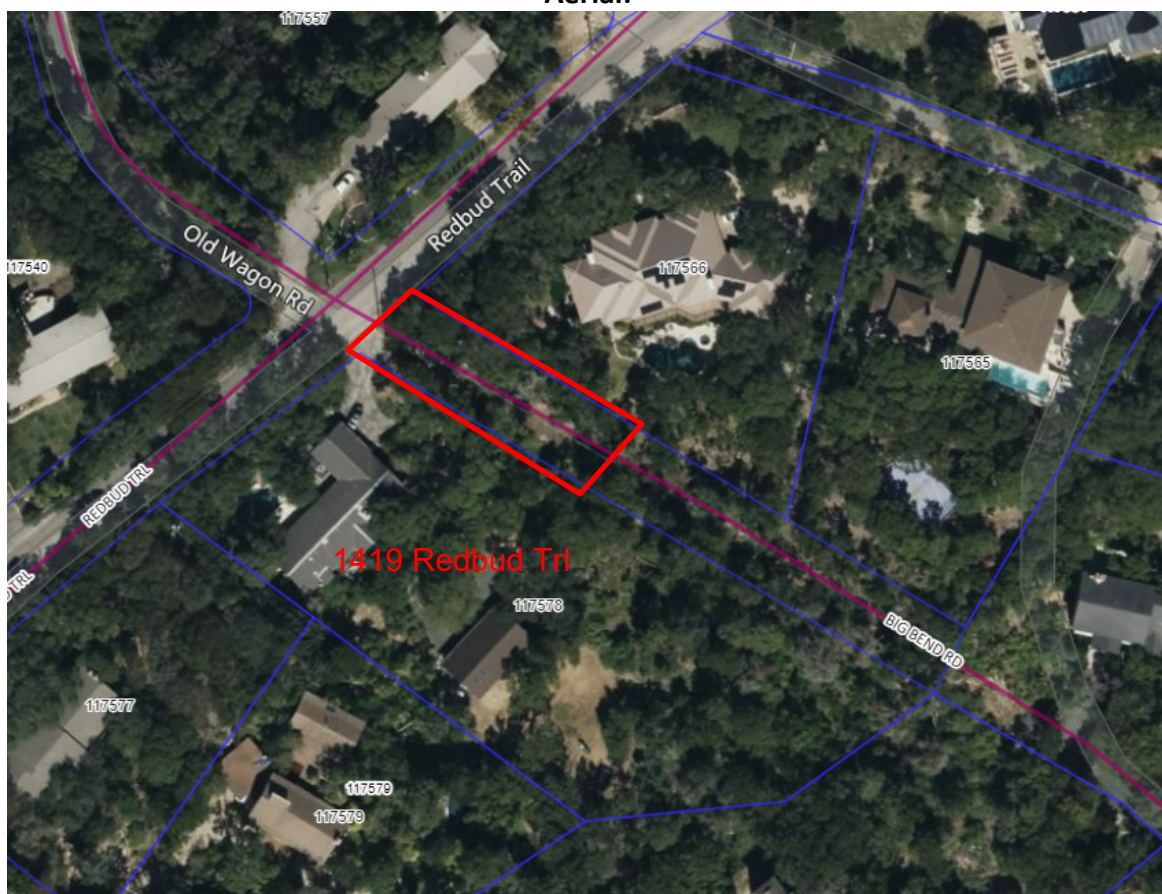
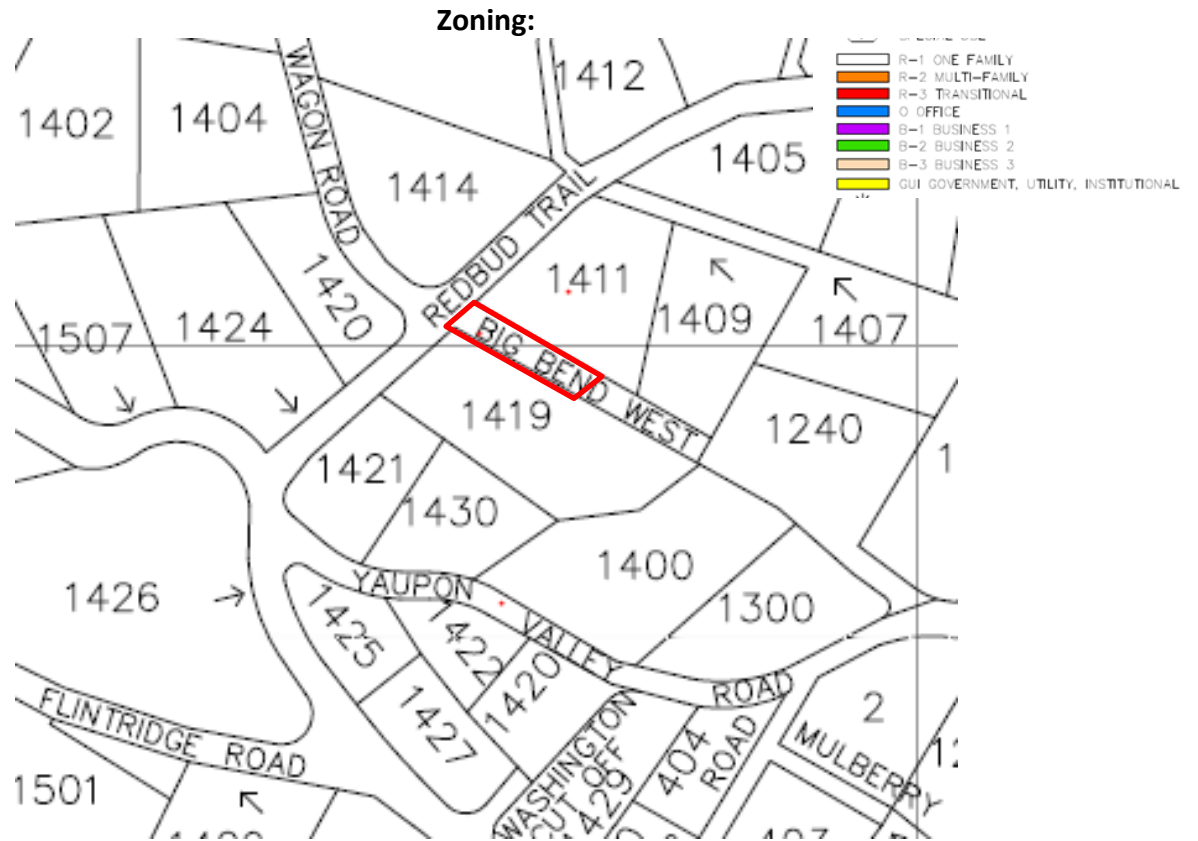
There is no change to the subdivision proposed with this application.

Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- West Lake Hills Code of Ordinances
 - [Section 34.01.004 Streets Sidewalks, and Other Public Ways; Municipal Authorization](#)
- Texas Transportation Code
 - [Section 311.02 and 311.08](#)



LICENSE TO ENCROACH AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This is a license agreement for the use of certain right-of-way Big Bend West Road (Exhibit A) located adjacent to 1419 Redbud Trail, also known as “Improvements” encroachments of constructing a driveway and related drainage (Exhibit B) between the City of West Lake Hills, acting by and through its Mayor (hereinafter “City”) and Woodruff Family Trust, acting by and through its trustees Mark Woodruff and Lyn Woodruff (hereinafter “Licensee”). Collectively, City and Licensee will be referred to as the “Parties.”

RECITALS

The Parties acknowledge and agree on the following:

1. City is the owner of the public right-of-way as described on Exhibit A (“the Property”).
2. Big Bend West is public right of way subject to the exclusive control of City, as provided by Sections 311.002 and 311.008, Texas Transportation Code, which authority includes the right to control, regulate, improve, close, vacate, remove encroachments or obstructions from, or to otherwise regulate the streets.
3. City has considered the requirements of Chapter 316, Texas Transportation Code, and does hereby make the findings required by Sections 316.003 and 316.007.
4. The encroachment is located adjacent to the parcel on which Licensee conducts activities.
5. The City finds that there are no negligible negative impacts from this Agreement will have on the public’s use of the right-of-way for the allowed encroachments.
6. This Agreement is supported by full and adequate consideration.

GRANT OF LICENSE AND AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree to the following terms:

ARTICLE 1 **PREMISES AND PRIVILEGES**

For and in consideration of the terms, conditions, and covenants of this Agreement to be performed by Licensee, all of which Licensee accepts, City authorizes and permits Licensee to have the non-

exclusive use of the right-of-way for the encroachment as shown in Exhibit B (“Licensed Premises”). The herein described privileges are transferable and shall convey with the sale of the property for the term of the agreement described in Article 2. Licensee accepts the condition of the Property as is, where is, in its condition as of the effective date of this Agreement with no expectation that City will incur any expense in connection with the Property.

ARTICLE 2

TERM AND COMPENSATION

1. The term of this Agreement shall be for a period of one year, beginning on the effective date of this Agreement. Unless and until the Agreement is terminated, this Agreement will renew itself automatically on each anniversary of the Agreement for an additional one-year term.
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2. Compensation. Consideration for this Agreement shall be the improved conditions to and from Licensee’s Project. No annual fee is required. As further consideration, Licensee agrees to hold City harmless and indemnify City as described in Paragraph 7.

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OBLIGATIONS OF LICENSEE

In addition to any other obligations imposed by this Agreement, Licensee accepts and will perform the following obligations:

1. Licensee shall not deny access to utility or tele-communication providers.
2. Wherein construction on the Licensed Premises would interfere with traffic on Redbud Trail, Licensee shall be required to obtain from the City an approved traffic management plan to minimize to the maximum extent practical adverse traffic impacts and delays created by construction within the Licensed Premises. The traffic management plan can be administratively approved by the City Administrator and upon approval shall be included in this Agreement as a condition of this Agreement.
3. In case of emergency, City may enter the Licensed Premises without giving notice and without incurring any obligation to Licensee, in order to take whatever action is necessary by virtue of the emergency. In addition, City shall be authorized to enter the Licensed Premises for the purpose of (a) observing or inspecting the Improvements; (b) exercising City’s rights or duties with respect to the Licensed Premises; (c) protecting persons or property; or (d) for the public health or safety.
4. Licensee shall neither construct nor permit any buildings, structures or improvements other than those listed in this agreement without approval of the city of West Lake Hills in writing.

5. Licensee shall bear all costs of installing, maintaining, and repairing any public or private improvements which may be damaged or removed by the construction of the Improvements, and shall be responsible for overseeing the construction process and obtaining and supervising all contractors used to install the same or to construct any related improvements, whether such improvements or features are temporary or permanent.
6. Licensee shall comply with all applicable federal, state, and local laws, including all City ordinances, codes, and regulations in the design and construction of the Improvements and failure to obtain any necessary approval of City prior to construction or failure to comply with all applicable federal, state and local law including all City ordinances, codes, and regulations, shall constitute a material breach of this Agreement. In addition, Licensee shall obtain all permits, approvals and inspections required by City's Code of Ordinances and any other permits or approvals issued by the City, as applicable to the Improvements or activities and matters licensed by this Agreement. Nothing in this Agreement is intended to amend, waive or diminish the requirements of such ordinances or approvals.
7. **LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY CALLED "INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, CAUSES OF ACTION, EXPENSES OR DEMANDS (COLLECTIVELY "COSTS") OF ANY NATURE WHATSOEVER, SAVE AND EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY INDEMNITEES, ON ACCOUNT OF PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHICH ARISES, OR IS CLAIMED TO ARISE, OUT OF OR IS, OR IS CLAIMED TO BE, IN ANY MANNER CONNECTED WITH, PLACEMENT, CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR, OF THE IMPROVEMENTS OR PURSUANT TO THIS AGREEMENT. LICENSEE SHALL, AT ITS OWN EXPENSE, INVESTIGATE ALL THOSE CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON AND PAY ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF THE AFORESAID CLAIMS, DEMANDS OR CAUSES OF ACTION.**
8. Licensee shall maintain the Property that is encroaching or remove if not maintained.
9. Licensee agrees all future work within the right-of-way will require a request through the permit process, and approval by the City Administrator.

10. Licensee acknowledges that City may desire to repair, repave or otherwise improve the right-of-way. In this event, Licensee shall allow the City access for such period of time as is necessary. The City also retains the right to access the property for all other rights incidental to and necessary in connection with any utility lines or facilities which may be located on or under the Property.

ARTICLE 4 **NOT A CONVEYANCE OF REAL PROPERTY INTEREST**

The Parties agree and acknowledge that this Agreement is not a conveyance or transfer of any tenancy, leasehold, or ownership interest of any kind in the Right-of-Way.

ARTICLE 5 **NO LIABILITY FOR CITY**

The Parties agree that City shall have no liability for any losses or damages, direct or consequential, resulting from the loss of any things on the Property, real or personal, whether by theft, vandalism, negligence, act of God, or other event or occurrence.

ARTICLE 6 **NO ASSIGNMENT**

Licensee shall not assign this Agreement without the prior written consent of the City. Licensee shall provide City with a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.

ARTICLE 7 **TERMINATION**

This Agreement shall terminate upon the occurrence of any of the following:

1. If Licensee fails to construct, remedy or correct any material deficiency in the work contemplated by this Agreement, abandons the work contemplated by this Agreement, changes the design or construction requirements without approval of the City, fails to pay when due all costs and expenses associated with design and construction of the Improvements or fails to successfully complete the Improvements, City shall provide written notice to Licensee specifying the construction needed, maintenance or repair work needed or the deficiency or default of a term or condition of this Agreement. If the City Administrator receives no substantive response within ten (10) business days following such Notification to Licensee (the "Notification"), then City may at Licensee's cost to remove, repair, replace, correct, maintain or otherwise remedy the default or failure

associated with the Improvements or the failure or default by Licensee with regard to one or more terms or conditions of the Agreement.

2. Upon termination of this Agreement by either party, Licensee shall remove all things placed within the right-of-way by Licensee or its agents, servants, or employees. Licensee shall restore the Property as nearly as practical to its condition prior to the initial execution of this Agreement. If the Licensee fails to restore the Property to its condition as stated herein, the City may, at Licensee's sole cost, restore the Property to its initial condition prior to the execution of this Agreement.
3. Either the City or the Licensee may terminate this Agreement without cause by submitting 30 (thirty) days written notice of such to the other Party.

The failure of City to declare this Agreement in default shall not operate to bar or waive the right of City to terminate this Agreement because of any subsequent violation of the Agreement.

ARTICLE 8

MISCELLANEOUS GENERAL PROVISIONS

1. Attorney's Fees. In any action brought for the enforcement of the obligations in this Agreement, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.
2. Misrepresentation. All terms and conditions with respect to this Agreement are expressly contained in this document. Licensee agrees that no representative or agent of the City has made any representation or promise with respect to this Agreement not expressly contained in the Agreement.
3. Findings. Pursuant to Ch. 316, Texas Transportation Code, City finds that the rights granted to Licensee under this Agreement, including the placement of the Improvements, will not create a hazardous condition or obstruction of public travel on the streets; and that the design and location of the Improvements includes all reasonable planning to minimize potential injury or interference to the public in the use of the municipal street or Licensed Premise. Any encroachment within the right of way and effect on vehicular or pedestrian traffic, as contained in this Agreement, is found by City to be allowed pursuant to Sec. 316.007(b), Transportation Code.
4. Paragraph Headings. The paragraph headings are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
5. Notices. Notices that are sent pursuant to any provision of this Agreement, at a minimum, shall be sent to the following:

City:

The City of West Lake Hills

ATTN: City Secretary
911 Westlake Drive
West Lake Hills, TX 78746

Licensee:

Mark Woodruff, Trustee
Woodruff Family Trust
1419 Redbud Trail
West Lake Hills, Texas 78746

6. Choice of Law and Venue. This Agreement is made and entered into by the Parties in West Lake Hills, Travis County, Texas, and is intended to be performed in West Lake Hills. This Agreement shall be construed in accordance with the laws of the State of Texas and the venue of any suits arising from this Agreement shall be Travis County, Texas.
7. Entire Agreement Amendment. This Agreement including all exhibits constitutes the full and entire understanding and agreement between the Parties and supersedes any prior or contemporaneous written or oral agreements between the Parties. This Agreement may not be amended except by a written instrument signed by both Parties.
8. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
9. Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative; and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.
10. Agreement Approval: Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.
11. Originals: This Agreement may be executed in multiple or duplicate originals. A duplicate original or copy of this Agreement is as fully enforceable as an Original, whether the document is "hard copy" or electronic. This Agreement may be signed, and a pdf copy of the document transmitted electronically which shall then constitute an original signature on the document.
12. Effective Date: The effective date of this Agreement shall be on the date last signed by a Party.

{SIGNATURE PAGE TO FOLLOW}

AGREED:

City of West Lake Hills, Texas

By: _____ Date: _____
Linda Anthony, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires: _____

AGREED:

By: _____ Date: _____
Mark Woodruff, Trustee

By: _____ Date: _____
Lyn Woodruff, Trustee

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires: _____

LICENSE TO ENCROACH AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This is a license agreement for the use of certain right-of-way Big Bend West Road (Exhibit A) located adjacent to 1419 Redbud Trail, also known as “Improvements” encroachments of constructing a driveway and related drainage (Exhibit B) between the City of West Lake Hills, acting by and through its Mayor (hereinafter “City”) and Woodruff Family Trust, acting by and through its trustees Mark Woodruff and Lyn Woodruff (hereinafter “Licensee”). Collectively, City and Licensee will be referred to as the “Parties.”

RECITALS

The Parties acknowledge and agree on the following:

1. City is the owner of the public right-of-way as described on Exhibit A (“the Property”).
2. Big Bend West is public right of way subject to the exclusive control of City, as provided by Sections 311.002 and 311.008, Texas Transportation Code, which authority includes the right to control, regulate, improve, close, vacate, remove encroachments or obstructions from, or to otherwise regulate the streets.
3. City has considered the requirements of Chapter 316, Texas Transportation Code, and does hereby make the findings required by Sections 316.003 and 316.007.
4. The encroachment is located adjacent to the parcel on which Licensee conducts activities.
5. The City finds that there are no negligible negative impacts from this Agreement will have on the public’s use of the right-of-way for the allowed encroachments.
6. This Agreement is supported by full and adequate consideration.

GRANT OF LICENSE AND AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree to the following terms:

ARTICLE 1 **PREMISES AND PRIVILEGES**

For and in consideration of the terms, conditions, and covenants of this Agreement to be performed by Licensee, all of which Licensee accepts, City authorizes and permits Licensee to have the non-

exclusive use of the right-of-way for the encroachment as shown in Exhibit B (“Licensed Premises”). The herein described privileges are transferable and shall convey with the sale of the property for the term of the agreement described in Article 2. Licensee accepts the condition of the Property as is, where is, in its condition as of the effective date of this Agreement with no expectation that City will incur any expense in connection with the Property.

ARTICLE 2

TERM AND COMPENSATION

1. The term of this Agreement shall be for a period of one year, beginning on the effective date of this Agreement. Unless and until the Agreement is terminated, this Agreement will renew itself automatically on each anniversary of the Agreement for an additional one-year term.
 - A. The City may terminate this agreement without cause.
2. Compensation. Consideration for this Agreement shall be the improved conditions to and from Licensee’s Project. No annual fee is required. As further consideration, Licensee agrees to hold City harmless and indemnify City as described in Paragraph 7.

ARTICLE 3

OBLIGATIONS OF LICENSEE

In addition to any other obligations imposed by this Agreement, Licensee accepts and will perform the following obligations:

1. Licensee shall not deny access to utility or tele-communication providers.
2. Wherein construction on the Licensed Premises would interfere with traffic on Redbud Trail, Licensee shall be required to obtain from the City an approved traffic management plan to minimize to the maximum extent practical adverse traffic impacts and delays created by construction within the Licensed Premises. The traffic management plan can be administratively approved by the City Administrator and upon approval shall be included in this Agreement as a condition of this Agreement.
3. In case of emergency, City may enter the Licensed Premises without giving notice and without incurring any obligation to Licensee, in order to take whatever action is necessary by virtue of the emergency. In addition, City shall be authorized to enter the Licensed Premises for the purpose of (a) observing or inspecting the Improvements; (b) exercising City’s rights or duties with respect to the Licensed Premises; (c) protecting persons or property; or (d) for the public health or safety.
4. Licensee shall neither construct nor permit any buildings, structures or improvements other than those listed in this agreement without approval of the city of West Lake Hills in writing.

5. Licensee shall bear all costs of installing, maintaining, and repairing any public or private improvements which may be damaged or removed by the construction of the Improvements, and shall be responsible for overseeing the construction process and obtaining and supervising all contractors used to install the same or to construct any related improvements, whether such improvements or features are temporary or permanent.
6. Licensee shall comply with all applicable federal, state, and local laws, including all City ordinances, codes, and regulations in the design and construction of the Improvements and failure to obtain any necessary approval of City prior to construction or failure to comply with all applicable federal, state and local law including all City ordinances, codes, and regulations, shall constitute a material breach of this Agreement. In addition, Licensee shall obtain all permits, approvals and inspections required by City's Code of Ordinances and any other permits or approvals issued by the City, as applicable to the Improvements or activities and matters licensed by this Agreement. Nothing in this Agreement is intended to amend, waive or diminish the requirements of such ordinances or approvals.
7. **LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY CALLED "INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, CAUSES OF ACTION, EXPENSES OR DEMANDS (COLLECTIVELY "COSTS") OF ANY NATURE WHATSOEVER, SAVE AND EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY INDEMNITEES, ON ACCOUNT OF PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHICH ARISES, OR IS CLAIMED TO ARISE, OUT OF OR IS, OR IS CLAIMED TO BE, IN ANY MANNER CONNECTED WITH, PLACEMENT, CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR, OF THE IMPROVEMENTS OR PURSUANT TO THIS AGREEMENT. LICENSEE SHALL, AT ITS OWN EXPENSE, INVESTIGATE ALL THOSE CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON AND PAY ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF THE AFORESAID CLAIMS, DEMANDS OR CAUSES OF ACTION.**
8. Licensee shall maintain the Property that is encroaching or remove if not maintained.
9. Licensee agrees all future work within the right-of-way will require a request through the permit process, and approval by the City Administrator.

10. Licensee acknowledges that City may desire to repair, repave or otherwise improve the right-of-way. In this event, Licensee shall allow the City access for such period of time as is necessary. The City also retains the right to access the property for all other rights incidental to and necessary in connection with any utility lines or facilities which may be located on or under the Property.

ARTICLE 4 **NOT A CONVEYANCE OF REAL PROPERTY INTEREST**

The Parties agree and acknowledge that this Agreement is not a conveyance or transfer of any tenancy, leasehold, or ownership interest of any kind in the Right-of-Way.

ARTICLE 5 **NO LIABILITY FOR CITY**

The Parties agree that City shall have no liability for any losses or damages, direct or consequential, resulting from the loss of any things on the Property, real or personal, whether by theft, vandalism, negligence, act of God, or other event or occurrence.

ARTICLE 6 **NO ASSIGNMENT**

Licensee shall not assign this Agreement without the prior written consent of the City. Licensee shall provide City with a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.

ARTICLE 7 **TERMINATION**

This Agreement shall terminate upon the occurrence of any of the following:

1. If Licensee fails to construct, remedy or correct any material deficiency in the work contemplated by this Agreement, abandons the work contemplated by this Agreement, changes the design or construction requirements without approval of the City, fails to pay when due all costs and expenses associated with design and construction of the Improvements or fails to successfully complete the Improvements, City shall provide written notice to Licensee specifying the construction needed, maintenance or repair work needed or the deficiency or default of a term or condition of this Agreement. If the City Administrator receives no substantive response within ten (10) business days following such Notification to Licensee (the "Notification"), then City may at Licensee's cost to remove, repair, replace, correct, maintain or otherwise remedy the default or failure

associated with the Improvements or the failure or default by Licensee with regard to one or more terms or conditions of the Agreement.

2. Upon termination of this Agreement by either party, Licensee shall remove all things placed within the right-of-way by Licensee or its agents, servants, or employees. Licensee shall restore the Property as nearly as practical to its condition prior to the initial execution of this Agreement. If the Licensee fails to restore the Property to its condition as stated herein, the City may, at Licensee's sole cost, restore the Property to its initial condition prior to the execution of this Agreement.
3. Either the City or the Licensee may terminate this Agreement without cause by submitting 30 (thirty) days written notice of such to the other Party.

The failure of City to declare this Agreement in default shall not operate to bar or waive the right of City to terminate this Agreement because of any subsequent violation of the Agreement.

ARTICLE 8

MISCELLANEOUS GENERAL PROVISIONS

1. Attorney's Fees. In any action brought for the enforcement of the obligations in this Agreement, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.
2. Misrepresentation. All terms and conditions with respect to this Agreement are expressly contained in this document. Licensee agrees that no representative or agent of the City has made any representation or promise with respect to this Agreement not expressly contained in the Agreement.
3. Findings. Pursuant to Ch. 316, Texas Transportation Code, City finds that the rights granted to Licensee under this Agreement, including the placement of the Improvements, will not create a hazardous condition or obstruction of public travel on the streets; and that the design and location of the Improvements includes all reasonable planning to minimize potential injury or interference to the public in the use of the municipal street or Licensed Premise. Any encroachment within the right of way and effect on vehicular or pedestrian traffic, as contained in this Agreement, is found by City to be allowed pursuant to Sec. 316.007(b), Transportation Code.
4. Paragraph Headings. The paragraph headings are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
5. Notices. Notices that are sent pursuant to any provision of this Agreement, at a minimum, shall be sent to the following:

City:

The City of West Lake Hills

ATTN: City Secretary
911 Westlake Drive
West Lake Hills, TX 78746

Licensee:

Mark Woodruff, Trustee
Woodruff Family Trust
1419 Redbud Trail
West Lake Hills, Texas 78746

6. Choice of Law and Venue. This Agreement is made and entered into by the Parties in West Lake Hills, Travis County, Texas, and is intended to be performed in West Lake Hills. This Agreement shall be construed in accordance with the laws of the State of Texas and the venue of any suits arising from this Agreement shall be Travis County, Texas.
7. Entire Agreement Amendment. This Agreement including all exhibits constitutes the full and entire understanding and agreement between the Parties and supersedes any prior or contemporaneous written or oral agreements between the Parties. This Agreement may not be amended except by a written instrument signed by both Parties.
8. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
9. Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative; and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.
10. Agreement Approval: Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.
11. Originals: This Agreement may be executed in multiple or duplicate originals. A duplicate original or copy of this Agreement is as fully enforceable as an Original, whether the document is "hard copy" or electronic. This Agreement may be signed, and a pdf copy of the document transmitted electronically which shall then constitute an original signature on the document.
12. Effective Date: The effective date of this Agreement shall be on the date last signed by a Party.

{SIGNATURE PAGE TO FOLLOW}

AGREED:

City of West Lake Hills, Texas

By: _____ Date: _____
Linda Anthony, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires: _____

AGREED:

By: _____ Date: _____
Mark Woodruff, Trustee

By: _____ Date: _____
Lyn Woodruff, Trustee

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires: _____

FIELD NOTES

BEING 0.1063 ACRE/4630 SQUARE FEET LICENSE AGREEMENT TRACT IN THE RIGHT OF WAY OF BIG BEN ROAD AT 1419 REDBUD TRAIL, BEING A 30 FOOT PUBLIC RIGHT OF WAY, ADJACENT TO LOT 1, RESUBDIVISION OF LOT B OF THE DOBBINS SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN VOLUME 63, PAGE 45, PLAT RECORDS, AND FURTHER BEING ADJACENT TO 1.4018 ACRES (1.402 AC) OUT OF THE T.J. CHAMBERS SURVEY NO. 504, ABSTRACT NO. 198 IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME (1.402) ACRES CONVEYED TO MARK E. WOODRUFF AND LYN A. WOODRUFF AS TRUSTEES OF THE WOODRUFF FAMILY TRUST BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2018092879, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

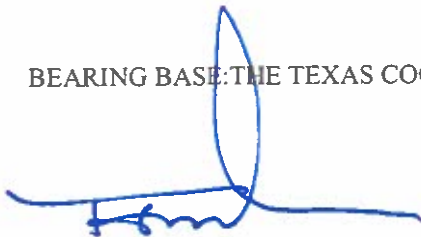
BEGINNING at a 1/2" iron rod found at the intersection of the SE line Red Bud Trail and the south line of Big Ben Road for the NW corner of a 1.4018 acre tract out of the T.J. Chambers Suvey 504, Abstract No. 198, in Travis County, Texas conveyed to the Woodruff Family Trust by deed recorded in Document No. 2018092879, Official Public Records, for the SW corner hereof, from which point a 1/2" iron rod set at an angle point in the NW line of said 1.4018 acre tract bears S51°55'09"W at a distance of 145.96 feet;

THENCE N45°05'23"E, crossing the most westerly end of Big Ben Road, along the SE line of Redbud Trail for a distance of 31.58 feet to the SW corner of Lot 1, Resubdivision of Lot B of the Dobbins Subdivision, being a calculated point, for the NW corner hereof;

THENCE the following three (3) courses and distances along the ROW of Big Ben Road:

- (1) S60°54'45"E for a distance of 148.22 along the north line of said Big Ben Road to a point in said Lot 1, for the NE corner hereof, from which point, a 1/2" iron rod found at the SE corner of said Lot 1 bears S60°54'45"E at a distance of 126.87 feet;
- (2) S29°05'15"W, crossing through said Big Ben Road for a distance of 30.34 feet to a point in the north line of said 1.4018 acre tract, for the SE corner hereof, from which point, a 1/2" iron rod found at the NE corner of said 1.4018 acre tract bears S60°55'06"E at a distance of 244.41 feet;
- (3) N60°55'06"W for a distance of 156.93 feet along the south line of Big Ben Road to the **POINT OF BEGINNING** of this license agreement, containing 0.1063 acre/4630 square feet, more or less.

BEARING BASE: THE TEXAS COORDINATE SYSTEM OF NAD83 CENTRAL ZONE BASED ON GPS OBSERVATION



Thomas P. Dixon R.P.L.S. 4324
Waterloo Surveyors, LLC
P.O. Box 160176
Austin, Tx 78716
(512) 481-9602
T.B.P.L.S. FIRM #10124400

6-29-23

Date



REFERENCES
TCAD Parcel No. 117578

OWNER:

WOODRUFF FAMILY TRUST

LICENSE AGREEMENT**ADDRESS:**1419 REDBUD TRAIL
CITY OF WESTLAKE HILLS, TX 78746*EXHIBIT "B"***LEGAL DESCRIPTION:**

BEING 0.1063 ACRE/4630 SQ FT LICENSE AGREEMENT TRACT IN THE RIGHT OF WAY OF BIG BEN ROAD AT 1419 REDBUD TRAIL, BEING A 30 FOOT PUBLIC RIGHT OF WAY, ADJACENT TO LOT 1, RESUBDIVISION OF LOT B OF THE DOBBINS SUBDIVISION AS SHOWN ON THE PLAT IN VOLUME 63, PAGE 45, PLAT RECORDS, AND FURTHER BEING ADJACENT TO 1.4018 ACRES (1.402 AC) OUT OF THE T.J. CHAMBERS SURVEY NO. 504 ABSTRACT NO. 198 IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME (1.402 AC) CONVEYED TO MARK E. WOODRUFF AND LYN A. WOODRUFF AS TRUSTEES OF THE WOODRUFF FAMILY TRUST BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2018092879, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

LEGEND

FOUND 1/2" IRON PIPE	FIP
FOUND 1/2" IRON ROD	FIR
FOUND "X" IN CONC	FND X
CALCULATED POINT	△
BEGINNING FOR REFERENCE	BFR
POINT OF BEGINNING	POB

BEARING BASE:

THE TEXAS COORDINATE SYSTEM OF NAD83 CENTRAL
ZONE BASED ON GPS OBSERVATION

GRAPHIC SCALE

(IN FEET)

1 INCH = 50 FT.

The undersigned surveyor hereby certifies that this sketch, and the accompanying field notes were made from an actual and accurate survey made by me or under my direct supervision.



Thomas P. Dixon
Thomas P. Dixon R.P.L.S. 4324

Waterloo Surveyors, LLC
P.O. Box 160176
Austin, Texas 78716-0176
Ph. (512) 481-9602
T.B.P.L.S. FIRM# 10124400
A0190LA

Sketch to Accompany Field Notes

PAGE 2 OF 2

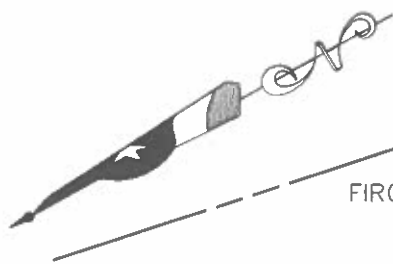
LOT 4 + VACATED ROW
RESUB LOT B DOBBINS SUBD
V 63/PG 45
DOC NO. 2012187047

LICENSE AGREEMENT

EXHIBIT "___"

LOT 2
RESUB LOT B DOBBINS SUBD
V 63/PG 45
MEACHIN FAMILY MGMT TRUST
DOC# 2022184875

LOT 2 BLOCK Y
STONEHEDGE ESTATES BLOCK Y
V 75/PG 346
JANIS MARIE MUNIZ
DOC NO. 2019103390



SCALE
1"=50'

LOT 1
RESUB LOT B DOBBINS SUBD
V 63/PG 45
STEVE ROSEN
DOC NO. 2019154773

LICENSE AGREEMENT
0.1063 AC
4630 Sq.ft.

Big Ben Road

1.4018 AC
(1.402 AC)
DOC NO. 2018092879

TRACT 2
DOBBINS SUBD NO. 2
V 58/PG 70
AVERY T. BENNET
DOC NO. 2000183005

TRACT 1
DOBBINS SUBD NO. 2
V 58/PG 70

5398/2010
BERNARD TEJADA
CLAUDIA A. TEJADA

Waterloo Surveyors, LLC
P.O. Box 160176
Austin, Texas 78716-0176
Ph. (512) 481-9602
T.B.P.L.S. FIRM# 10124400
A0190LA

Redbud Trail

N45°05'23"E
31.58'

145.96'(145.91')
S51°55'09"W

TO SIRC

TO FIR

319.20'(319.14')
N54°41'19"W

30.34'
S29°05'15"W

N60°55'06"W

mulch drive

asphalt drive

asphalt drive

mulch drive
18" corrug metal pipe

coliche drive

S60°55'06"E
401.34'(401.33')
TOTAL

124.44'
S60°54'45"E

126.87'
S60°54'45"E

FIRC

FIRC

S60°55'06"E 244.41'

FIR

FIR IN CONC

FIR

121.12'(121.11')
S82°46'01"W

110.61'(110.69')
S52°44'37"W

31.09'
N41°53'46"E



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	July 26, 2023	Item Number:	
Department:	Administration		
Prepared By:	Trey Fletcher, City Administrator	Cost / Budget:	See 'Discussion' section
Exhibits:		Source of Funds:	2022 GO Bonds

Subject

Discussion and update on bond items regarding Proposition A (new municipal complex) and Proposition B (street and drainage projects).

Recommendation

Receive the report and provide direction as appropriate.

Discussion

The purpose of this item is to provide the City Council with an update regarding both bond project initiatives regarding project scope and development status, schedule and budget and costs.

Prop A authorized \$13.2 million and due to land acquisition and cost escalation considerations, City Council has authorized an additional \$9.5 million in certificates of obligation. Bond pricing via competitive sale / bid opening is scheduled for July 26 and closing on August 22. The Design Development Phase set of plans and project manual were received by the City on July 20, 2023.

Prop B authorized \$11.8 million. Projects are fully designed, pending easement acquisitions. Submittals have been made to regulatory entities (THC for antiquities permit, TCEQ for Edwards Aquifer review and TDLR for accessibility review).



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>July 26, 2023</u>	Item Number:	<u>8</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>Will be provided at meeting</u>
Exhibits:	<u>Will be provided at meeting</u>	Source of Funds:	<u>Ad Valorem Tax</u>

Subject

Discuss and consider action on an Ordinance authorizing the issuance of City of West Lake Hills, Texas, Combination Tax And Revenue Certificates of Obligation, Series 2023; specifying the terms and features of said certificates; providing for the payment of said certificates by the levy of an ad valorem tax upon all taxable property within the city and a limited pledge of the surplus revenues from the operation of the City's wastewater system; and resolving other matters related thereto, including the approval and distribution of an official statement; and providing an effective date.

Recommendation

Approval of Ordinance.

Discussion

5/24/2023 - The first Notice of Intent to issue Certificate of Obligation was published in the newspaper, due to additional funds needed to support the construction of the new municipal complex located at 4010 Bee Cave Rd., offsetting the cost of land acquisition and construction cost escalation.

5/31/2023 – Second Notice of Intent to issue Certificate of Obligation published in newspaper.

6/26/2023 – Call with S&P Rating Agency.

7/14/2023 – Received Bond Rating from S&P.

7/26/2023 - Ordinance is approved for the Bond Pricing of the Combination Tax and Revenue Certificates of Obligation, Series 2023,

The next steps are:

7/27/2023 – Circulate draft Final Official Statement to working group.

8/1/2023 – Submit final comments on draft Final Official Statement

8/2/2023 – Post Final Official Statement electronically.

8/4/2023 – Final Official Statement due to underwriter – Circulate draft closing memorandum.

8/11/2023 – Submit comments on draft closing memorandum.

8/16/2023 – Circulate final closing memorandum.

8/22/2023 – Bond Closing.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF WEST LAKE HILLS, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE SURPLUS REVENUES FROM THE OPERATION OF THE CITY'S WASTEWATER SYSTEM; AND RESOLVING OTHER MATTERS RELATED THERETO, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$[9,500,000] for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, improving, renovating, expanding and developing the new City Hall and Police Building and related infrastructure and (ii) related professional services, including legal, fiscal, engineering and design fees, and costs of issuance, has been (1) duly published in a newspaper hereby found and determined to be of general circulation in the City of West Lake Hills, Texas (the "City"), once a week for two consecutive weeks, the date of the first publication being at least 46 days before the date of this Ordinance, and (2) posted continuously on the City's website for at least 45 days before the date of this Ordinance; and

WHEREAS, no petition protesting the issuance of the Certificates (as defined herein) and bearing valid petition signatures of at least five percent (5%) of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, the City Council hereby finds and determines that the Certificates described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS:

Section 1: Authorization; Designation; Principal Amount; Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$[_____], to be designated and bear the title "City of West Lake Hills, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023" (hereinafter referred to as

the “Certificates”), for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, improving, renovating, expanding and developing the new City Hall and Police Building and related infrastructure and (ii) related professional services, including legal, fiscal, engineering and design fees, and costs of issuance, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Subchapter C of Chapter 271, Texas Local Government Code, as amended.

Section 2: Fully Registered Obligations; Authorized Denominations; Stated Maturities; Date. The Certificates are issuable in fully registered form only; shall be dated August 1, 2023 (the “Certificate Date”) and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on February 15 in each of the years (the “Stated Maturities”) and in principal amounts and bear interest at the per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024	\$	%
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		

The Certificates shall bear interest on the unpaid principal amounts from the date of their initial delivery to the Purchaser (as defined herein) (the “Delivery Date”) at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30 day months), and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2024, until Stated Maturity or earlier redemption.

Section 3: Terms of Payment; Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of U.S. Bank Trust Company, National Association, Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form presented with this Ordinance, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in Dallas, Texas, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five

business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 2034 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot or other customary random selection method by the Paying Agent/Registrar), on February 15, 2033, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least 45 days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) [Mandatory Sinking Fund Redemption. The Certificates maturing on February 15, [] and February 15, [], will be issued as term certificates (the "Term Certificates") and shall be subject to the following mandatory redemption requirements:

Term Certificates Maturing February 15, 20__

Mandatory Redemption Date (February 15)	Principal Amount	Redemption Price
	\$	%

*

*final maturity

Term Certificates Maturing February 15, 20__

Mandatory Redemption Date (February 15)	Principal Amount	Redemption Price
	\$	%

*

*final maturity

To the extent that such Term Certificates have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Certificates so redeemed or purchased.

In lieu of mandatorily redeeming the Term Certificates, the City reserves the right to purchase for cancellation Term Certificates of the same maturity at a price no greater than the applicable redemption price of such Term Certificates.

At least 45 days prior to each mandatory redemption date, the Paying Agent/Registrar will select by lot or other customary random selection method the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Certificates having the same maturity which have been purchased or redeemed by the City as follows, at least 45 days prior to the mandatory redemption date: (1) if the City directs the Paying Agent/Registrar to purchase Term Certificates with money in the debt service fund for the Certificates (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Term Certificates purchased may be made against the next mandatory redemption installment due, or (2) if the City purchases or redeems Term Certificates with other available moneys, then the principal amount of such Term Certificates may be credited against future mandatory redemption installments in any order, and in any annual amount, that the City may direct.]

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot or other customary random selection method. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates or portion thereof, within such maturity or maturities and in such principal amounts for redemption.

(d) Notice of Redemption. Not less than 30 days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of

mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

With respect to any optional redemption of the Certificates, unless all prerequisites to such redemption required by this Ordinance have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed having been received by the Paying Agent/Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 5: Registration; Transfer and Exchange of Certificates; Predecessor Certificates.

The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated

Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates (other than the Initial Certificate authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. To the extent possible, new Certificates issued in an exchange or transfer of Certificates will be delivered to the Holder or assignee of the Holder in not more than three business days after the receipt of the Certificates to be canceled, and the written instrument of transfer or request for exchange duly executed by the Holder or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

Section 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a

limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the “Depository Agreement”).

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the “DTC Participants”). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7: Execution; Registration. The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the Purchaser and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

Section 8: Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully registered certificate in the total principal amount stated in Section 1 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (hereinafter called the “Initial Certificate”) and shall be registered in the name of the Purchaser or the designee thereof. The Initial Certificate shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the

Comptroller of Public Accounts of the State of Texas and delivered to the Purchaser. Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the Purchaser, or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9: Forms. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in Exhibit A hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates, as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

The definitive Certificates and the Initial Certificate shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all determined by the officers executing such Certificates as evidenced by their execution.

Section 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Surplus Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term “Certificates” shall mean the “City of West Lake Hills, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023” authorized by this Ordinance.

(b) The term “Certificate Fund” shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term “Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(d) The term “Covered Parity Bonds” shall mean Parity Bonds designated as Covered Parity Bonds.

(e) The term “Covered Parity Obligations” shall mean all Covered Parity Bonds, as well as any other obligations issued or incurred by the City that are determined

and declared by the City Council of the City to be on a parity with the Covered Parity Bonds, including obligations of the City issued or incurred under the terms of a Credit Facility.

(f) The term “Credit Agreement” shall mean, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase Parity Bonds, purchase or sale agreements, interest rate swap agreements, currency exchange agreements, interest rate floor or cap agreements, or commitments or other contracts or agreements authorized, recognized and approved by the City as a Credit Agreement in connection with the authorization, issuance, security, or payment of Parity Bonds and on a parity therewith.

(g) The term “Credit Facility” shall mean (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on Parity Bonds would rate the Parity Bonds fully insured by a standard policy issued by the issuer in its two highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Parity Bonds would rate the parity obligations in its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Parity Bonds and the interest thereon; and, in any case, no lower than the rating assigned by a Rating Agency to the Parity Bonds.

(h) The term “Debt” shall mean all:

(1) indebtedness incurred or assumed by the City for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of the City that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(2) all other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(3) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by the City whether or not the City has assumed or become liable for the payment thereof.

For the purpose of determining the “Debt” of the City, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements prepared by or for the benefit of the City in prior Fiscal Years.

(i) The term “Fiscal Year” shall mean the twelve-month period ending September 30 of each year, unless otherwise designated by the City.

(j) The term “Fund” shall mean any fund established pursuant to the terms of this Ordinance or an ordinance authorizing the issuance of Parity Obligations.

(k) The term “Government Securities” shall mean any securities and obligations now or hereafter authorized by State law that are eligible to discharge the Certificates. Current State law permits defeasance with the following types of securities (1) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date City Council adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (1), (2) or (3), may be in book-entry form.

(l) The term “Net Revenues” means all income, revenues and receipts of every nature derived from and received by virtue of the operation of the Wastewater System including interest income and earnings received from the investment of moneys in the special Funds created by this Ordinance or ordinances authorizing Parity Obligations, after deducting and paying, and making provisions for the payment of, current expenses of maintenance and operation thereof, including all salaries, materials, repairs and extensions necessary to render efficient service; provided, however, only such expenses for repairs and extensions as in the judgment of the City Council reasonably and fairly exercised, are necessary to keep the Wastewater System in operation and to render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from Net Revenues of the Wastewater System, shall be deducted in determining “Net Revenues”. Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the Wastewater System to the extent provided in the contract incurred therefor and as may be authorized by law. Depreciation shall never be considered as an expense of operation and maintenance.

(m) The term “Non-Recourse Debt” shall mean any Debt secured by a lien (other than a lien on Net Revenues), liability for which is effectively limited to the property subject to such lien with no recourse, directly or indirectly, to any other property of the City attributable to the Wastewater System; provided, however, that such Debt is being incurred in connection with the acquisition of property only, which property is not, at the time of such occurrence, owned by the City and being used in the operations of the City.

(n) The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(o) The term “Parity Bonds” shall mean the Previously Issued Parity Bonds and any additional bonds issued after the date hereof secured by a first lien on and pledge of the Net Revenues of the Wastewater System.

(p) The term “Parity Obligations” shall mean all Parity Bonds, as well as any other obligations issued or incurred by the City that are determined and declared by the City Council of the City to be on a parity with the Parity Bonds, including obligations of the City issued or incurred under the terms of a Credit Agreement.

(q) The term “Previously Issued Parity Bonds” shall mean the City of West Lake Hills, Texas, Wastewater System Revenue Refunding Bonds, Series 2019.

(r) The term “Rating Agency” shall mean Moody’s Investors Service, Inc., Fitch Ratings or S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, or their respective successors.

(s) The term “Surplus Revenues” shall mean Net Revenues of the Wastewater System remaining after satisfaction of all payment obligations related to the Parity Obligations.

(t) The term “Wastewater System” shall mean the wastewater system components of the City, including all properties and interests in properties (real, personal or mixed and tangible or intangible) owned, operated, maintained, and vested in, the City for the collection and treatment of watered wastes, together with all future additions, extensions, replacements and improvements thereto; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term Wastewater System shall not include any facilities which are declared not to be a part of

the Wastewater System and which are acquired or constructed by the City with the proceeds from the issuance of “Special Facilities Bonds”, which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Net Revenues as defined herein, but which are secured by and payable solely from special contract revenues or payments received from any other legal entity in connection with such facilities, and thus constitute Non-Recourse Debt; and such revenues or payments shall not be considered as or constitute gross revenues of the Wastewater System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such “Special Facilities Bonds”.

Section 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the “Special Series 2023 Tax and Revenue Certificate of Obligation Fund” (the “Certificate Fund”) and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at the City’s depository bank. Authorized officials of the City are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates, as the same become due and payable, and to cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the “Public Funds Investment Act” (Chapter 2256, Texas Government Code, as amended); provided that all such investments shall be made in such a manner that the money required to be expended from said Certificate Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

Section 12: Tax Levy. To provide for the payment of the “Debt Service Requirements” on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% of the principal amount of the Bonds (whichever amount shall be the greater), there shall be and there is hereby levied, a sufficient tax on each one hundred dollars’ valuation of taxable property in the City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and said tax shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Surplus Revenues and other lawfully available funds appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Surplus Revenues and other lawfully available funds appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

Section 13: Limited Pledge of Surplus Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the Wastewater System to the payment and security of Parity Obligations, the Surplus Revenues in an amount not to exceed \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Surplus Revenues herein made for the payment of the Certificates shall constitute a lien on the Surplus Revenues until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

Section 14: Revenue Fund. The City covenants and agrees that all revenues of the Wastewater System (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Parity Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "City of West Lake Hills, Texas, Wastewater System Revenue Fund" (hereinafter called the "Revenue Fund"). All revenues of the Wastewater System immediately shall be credited to the Revenue Fund upon receipt. The Revenue Fund shall be kept separate and apart from all

other funds of the City, and, further shall be pledged and appropriated to the following uses and in the order of precedence shown:

First: To the payment of all necessary and reasonable maintenance and operation expenses of the Wastewater System, as said expenses are defined by law.

Second: To the payment of all amounts required to be deposited in the special funds created and established for the payment, security and benefit of Parity Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Parity Obligations.

Third: To the reserve fund established in connection with the Parity Obligations for the payment or deposit of amounts required to be paid or deposited therein to establish and maintain the required reserve amount in accordance with any ordinance authorizing the issuance of Covered Parity Obligations.

Fourth: To the payment of the limited amounts pledged to the payment of the Certificates.

Fifth: To any other purpose of the City now or hereafter permitted by law.

Section 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Surplus Revenues in the Revenue Fund, the amount of Surplus Revenues pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Surplus Revenues (\$1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates.

Section 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Surplus Revenues to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Sections 1502.056 and 1502.058, Texas Government Code, as amended, and Sections 271.041, et seq., Texas Local Government Code, as amended; and

(b) Other than for the payment of the Parity Obligations, certificates of obligation payable in whole or in part from the revenues of the Wastewater System which have not fully paid the pledge of the revenues associated with such certificates, and the Certificates, the Surplus Revenues of the Wastewater System have not in any manner been pledged to the payment of any debt or obligation of the City or of the Wastewater System.

Section 18: Issuance of Parity Obligations; Additional Obligations. The City hereby expressly reserves the right to hereafter issue Parity Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the revenues of the Wastewater System (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue additional obligations payable, in whole or in part, from the Surplus Revenues and, to the extent provided, secured by a lien on and pledge of the Surplus Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

Section 19: Application of Parity Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the Wastewater System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Parity Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Parity Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Parity Obligations.

Section 20: Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates, notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

Section 21: Satisfaction of Obligation of City.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the limited pledge of taxes levied under this Ordinance and the Surplus Revenues of the Wastewater System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

(b) The City may defease the provisions of this Ordinance and discharge its obligations to pay the principal of and interest on any or all of the Certificates (a "Defeased Certificate") in any manner now or hereafter permitted by law, including, but not limited to, by depositing with the Paying Agent/Registrar, a trust company or commercial bank other than the Paying Agent/Registrar, or with the Comptroller of Public Accounts of the State of Texas either:

(1) cash in an amount equal to the principal amount of such Certificates and premium, if any, and interest thereon to the date of maturity or redemption; or

(2) pursuant to an escrow or trust agreement, cash and/or Government Securities, which (in the case of Government Securities) may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Certificates are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

(c) Any agreement pursuant to which the money and/or Government Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Government Securities or the substitution of other Government Securities upon the satisfaction of the requirements specified in subsection (b) above. All income from such Government Securities which is not required for the payment of the Defeased Certificates, with respect to which such money has been

so deposited, shall be remitted to the City or deposited as directed in writing by the City. Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City.

(d) Any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Section 22: Ordinance a Contract; Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 31 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

Section 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Closing Date” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148 1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality

thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the

City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, or other appropriate fund, or it permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager or Chief Financial Officer, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they

deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 24: Sale of Certificates. Pursuant to a public sale for the Certificates, the bid submitted by [] (herein referred to as the “Purchaser”) is declared to be the best bid received and produces the lowest net effective interest rate to the City, and the sale of the Certificates to said Purchaser at a price equal to \$[] (representing the principal amount of the Certificates, plus a cash premium of \$[], with no accrued interest) is hereby approved and confirmed. Delivery of the Certificates to the Purchaser shall occur upon payment being made therefor in accordance with the terms of sale.

Section 25: Official Statement. The use of the Notice of Sale and Bidding Instructions and the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Notice of Sale and Bidding Instructions and Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. It is further hereby officially found, determined and declared that, as of the date thereof, the Preliminary Official Statement was an official statement of the City with respect to the Certificates that was deemed “final” by an authorized official of the City except for the omission of no more than the information permitted by subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission.

The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro-Tem, City Manager, Chief Financial Officer, and City Secretary, individually or collectively), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement in the reoffering, sale and delivery of the Certificates to the public. The Mayor and City Secretary are further authorized and directed to execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchaser.

Further, the City Council hereby ratifies, authorizes, and approves the actions of the Mayor, the City’s financial advisor and other consultants in seeking ratings on the Certificates, and such actions are hereby ratified and confirmed.

Section 26: Proceeds of Sale. The proceeds of sale of the Certificates shall be deposited in a special fund maintained at the City’s depository bank and used for the purposes set forth in Section 1 of this Ordinance or used to pay costs of issuance. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Chapter 2256, Texas Government Code, as amended, including guaranteed investment contracts permitted by Section 2256.015 et seq., Texas Government Code, as amended, and the City’s investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by an authorized officer of the City. Any surplus proceeds of sale of

the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

Section 27: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates and the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and the Mayor shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

Furthermore, the Mayor, Mayor Pro Tem, City Administrator, the Finance Director of the City, and City Secretary, individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate to the Purchaser and the initial exchange thereof for definitive Certificates.

Section 28: Notices to Holders; Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 29: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

Section 30: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Orrick, Herrington & Sutcliffe LLP,

Austin, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

Section 31: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2 12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2023, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 25 of this Ordinance, being information of the type described in Exhibit B hereto, and (2) within 12 months after the end of each fiscal year of the City ending in or after 2023, if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices. The City shall notify the MSRB, in a timely manner (not in excess of ten business days after the occurrence of the event), of any of the following events with respect to the Certificates or the City:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of trustee, if material;

- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Identifying Information. All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (b) hereof of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or

otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time. to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted underwriters to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (i) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (ii) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 32: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and

neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

Section 33: Benefits of Ordinance. Nothing in this Ordinance; expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

Section 34: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing the Certificates.

Section 35: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 36: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 37: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 38: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 39: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 41: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof.

[signature page follows]

PASSED AND ADOPTED this July 26, 2023.

CITY OF WEST LAKE HILLS, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A
FORM OF CERTIFICATE

(a) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WEST LAKE HILLS, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2023

Certificate Date:	Delivery Date:	Interest Rate:	Stated Maturity:	CUSIP NO:
August 1, 2023	August 22, 2023	_____	_____	_____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of West Lake Hills (hereinafter referred to as the “City”), a municipal corporation of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Delivery Date at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2024, until Stated Maturity or earlier redemption. Principal of this Certificate is payable at its Stated Maturity or earlier redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last day of the calendar month immediately preceding the applicable interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer

Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$[] (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, improving, renovating, expanding and developing the new City Hall and Police Building and related infrastructure and (ii) related professional services, including legal, fiscal, engineering and design fees, and costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates having Stated Maturities on and after February 15, 2034 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot or customary random selection method by the Paying Agent/Registrar), on February 15, 2033, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

[The Certificates maturing on February 15, [] and February 15, [], will be issued as term certificates (the "Term Certificate") and shall be subject to the following mandatory redemption requirements:

Term Certificates Maturing February 15, 20

Mandatory Redemption Date (February 15)	Principal Amount	Redemption Price
_____	\$ _____	% _____

*

*final maturity

Term Certificates Maturing February 15, 20

Mandatory Redemption Date (February 15)	Principal Amount	Redemption Price
_____	_____	_____

\$

%

*

*final maturity

To the extent that such Term Certificates have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Certificates so redeemed or purchased.

In lieu of mandatorily redeeming the Term Certificates, the City reserves the right to purchase for cancellation Term Certificates of the same maturity at a price no greater than the applicable redemption price of such Term Certificates.

At least 45 days prior to each mandatory redemption date, the Paying Agent/Registrar will select by lot the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Certificates having the same maturity which have been purchased or redeemed by the City as follows, at least 45 days prior to the mandatory redemption date: (1) if the City directs the Paying Agent/Registrar to purchase Term Certificates with money in the debt service fund for the Certificates (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Term Certificates purchased may be made against the next mandatory redemption installment due, or (2) if the City purchases or redeems Term Certificates with other available moneys, then the principal amount of such Term Certificates may be credited against future mandatory redemption installments in any order, and in any annual amount, that the City may direct.

At least 30 days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

With respect to any optional redemption of the Certificates, unless all prerequisites to such redemption have been met, including moneys sufficient to pay the principal of the Certificates to be redeemed having been received by the Paying Agent/Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the City, by

conditional upon the satisfaction of all such prerequisites on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City, and are additionally payable from and equally and ratably secured by a lien on and limited pledge of the Surplus Revenues (as defined in the Ordinance) of the City's Wastewater System (the "Wastewater System"), such lien and pledge being limited to an amount not in excess of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the Wastewater System securing the payment of "Parity Obligations" (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Parity Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Surplus Revenues of the Wastewater System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the nature and extent of the pledge of the Surplus Revenues securing the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar, the terms and provisions upon which the tax levy and the pledge of the Surplus Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying

Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF WEST LAKE HILLS, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in Dallas, Texas, is the "Designated Payment/Transfer Office" for this Certificate.

(e) The Initial Certificate shall be in the form set forth in paragraph (a), (b) and (d) of this Exhibit A, except that the beginning of such form through the first paragraph thereof shall be replaced with the following:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WEST LAKE HILLS, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2023

Certificate Date: August 1, 2023

Delivery Date: August 22, 2023

Registered Owner: _____

Principal Amount: _____

The City of West Lake Hills (hereinafter referred to as the “City”), a municipal corporation of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
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(Information to be inserted from schedule in Section 2 of the Ordinance).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Delivery Date at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2024, until Stated Maturity or earlier redemption. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by Wilmington Trust, National Association (the “Paying Agent/Registrar”), upon presentation and surrender, at its designated offices in Dallas, Texas (the “Designated Payment/Transfer Office”). Interest is payable to the registered owner of this Certificate whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last day of the calendar month immediately preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the

Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 31 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.
2. The information in the Official Statement under Tables 1 through 6 and 8 through 12.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>July 26, 2023</u>	Item Number:	<u>9</u>
Department:	<u>Admin/Finance</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>n/a</u>
Exhibits:	<u>Budget Calendar</u>	Source of Funds:	<u>n/a</u>

Subject

Budget Process and Schedule for Fiscal Year 2023-2024 (Budget Calendar)

Recommendation

Adoption

Discussion

This is to discuss and adopt the Budget Calendar for Fiscal Year 2023-2024. Please note the one Special Called City Council Meeting on September 6, 2023, for the Budget and Property Tax Rate Hearing that is required before the adoption of the budget and property tax rate on September 13, 2023.

Budget Process and Schedule for Fiscal Year 2023-2024

July 25th – Travis County Appraisal District

- Deadline for Chief Appraiser to send estimated appraisal rolls to jurisdictions.

July 26th – Regular City Council Meeting

- Mayor presents Proposed FY 2023-24 Budget to Council.
- Council adopts Budget Calendar.
- Presentation of First Budget Group: Administration, Municipal Court, and Wastewater
- Presentation of Second Budget Group: Police Department, Planning & Development, Public Works, and Discretionary Items.

August 9th – Regular City Council Meeting

- Continue FY 2023-24 Proposed Budget discussion.
- Council to approve the Certified Appraisal Roll and approve the proposed Ad Valorem Tax Rate for Debt Service for the FY 2023-24 Budget.

August 11th – File Proposed Budget with the Municipal Clerk and on City website

- *(Must be filed at least 30 days before tax rate adopted)*
- Post calculated tax rates along with certain debt information on City website.

August 23rd – Regular City Council Meeting

- Continue discussing Proposed Budget.

August 24th – Publish Public Hearing Notice

- Publish public hearing on proposed property tax rate and budget in newspaper.
 - *(Must be published at least 10 days before Public Hearing)*
 - *(May NOT be in the part of the paper in which legal notices and classified ads appear)*

September 6th – Special Called City Council Meeting

- Budget & Property Tax Rate Public Hearing.
 - *(Must be at least 15 days after proposed budget filed with Municipal Clerk)*
 - *(Public Hearing on budget shall be before the date of the tax levy)*
- Council vote to postpone the final vote on budget to a specific date and time.
- Continue FY 2023-24 Proposed Budget discussion.
- FY 2022-23 Budget Amendment discussion.

September 13th – Regular City Council Meeting

- *(Either at the Public Hearing or no later than 7th day after the Public Hearing)*
- Council adopts FY 2023-24 Budget (*ordinance*).
- Council ratifies the property tax revenue increase reflected in the budget (*ordinance*).
- Council adopts property tax rate (*ordinance*).
- Council approves the General Fund Balance Policy (*resolution*).
- Council approves the Investment Policy & Strategy and the Financial Procedures & Controls

October – Regular City Council Meeting

- Council adopts Amended FY 2022-23 Budget (*ordinance*).

**** NOTE:** Except if a tax rate is adopted that exceeds the voter-approval tax rate, not later than the 71st day before the next uniform election date in November of that year (August 28th) – In this instance, the calendar would need to be modified to satisfy the compacted timeline.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>July 26, 2023</u>	Item Number:	<u>10</u>
Department:	<u>Admin/Finance</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>n/a</u>
	<u>FY 2023-2024 Proposed</u>		
Exhibits:	<u>Budget</u>	Source of Funds:	<u>n/a</u>

Subject

Discuss and consider action on the FY 2023-2024 Proposed Budget

Recommendation

Discussion

Discussion

This is to discuss the FY 2023-2024 Proposed Budget. The Proposed Budget does include a Property Tax Rate increase up to the DeMinimus Rate allowed by cities to raise up to \$500,000 more revenue than the previous year (See page I in the Proposed Budget for details). This Property Tax Rate does not include the tax rate for the upcoming 2023 Certificate of Obligations that will be issued in August. That estimated tax rate should be up to an additional \$0.017.



City of West Lake Hills

Fiscal Year 2023-2024

Linda Anthony, Mayor

PROPOSED BUDGET - JULY 26, 2023

PROPOSED TAX RATE

FY 2023-2024 PROPOSED PROPERTY TAX RATE FOR CITY OF WEST LAKE HILLS

This budget will raise more revenue from property taxes than last year's budget by an amount of \$499,119 which is a 10.76% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$74,228.

Property Tax Rate Comparison	FY 2022-23	FY 2023-24
Proposed Tax Rate	\$0.1504/100	\$0.1577/100
No New Revenue Tax Rate	\$0.0668/100	\$0.1424/100
Maintenance and Operations Rate	\$0.1061/100	\$0.1157/100
Debt Rate	\$0.0443/100	\$0.0420/100
Voter Approval Rate	\$0.1504/100	\$0.1474/100
De Minimis Rate	\$0.1273/100	\$0.1577/100

City of West Lake Hills City Council Recorded Roll Call Vote:

Vote

(Mayor does not vote unless required to break a tie.)

Mayor Linda Anthony

Council Members:

Place 1 James Vaughn

Place 2 Brian Plunkett

Place 3 Beth South

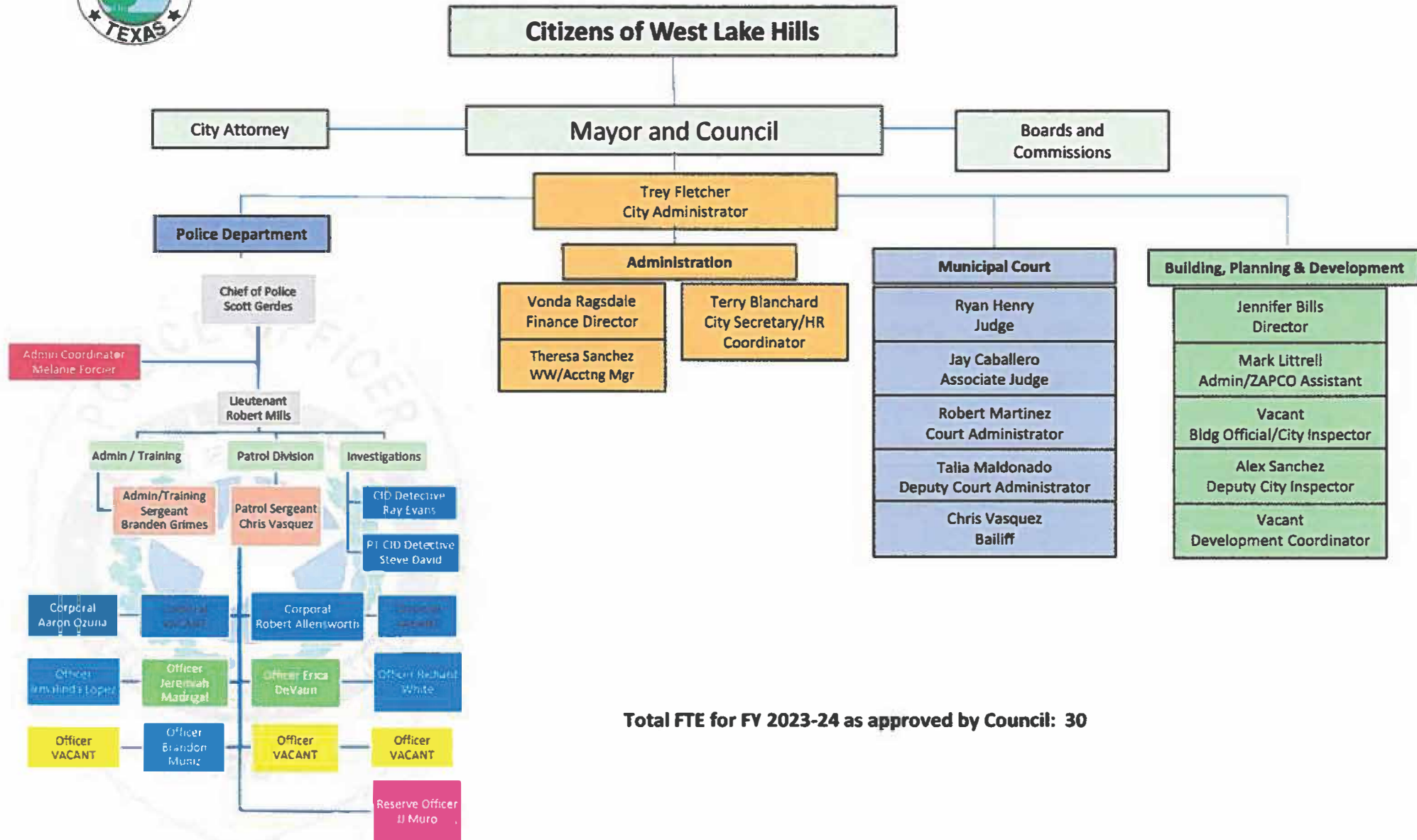
Place 4 Darin Walker

Place 5 Gordon Bowman, Mayor Pro Tem

FOR	AGAINST	ABSENT
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City of West Lake Hills Organization Chart, Fiscal Year 2023-2024



Total FTE for FY 2023-24 as approved by Council: 30

City of West Lake Hills
Estimated Available General Fund Balance
FY 2023-2024 as of 7/26/23

Audited Fund Balance as of 9/30/22	\$ 10,548,315
FY 2022-23 Estimated Year End Budget Revenue vs. Expense Impact	\$ 1,921,415
FY 2022-23 General Fund Balance Transfer to Operating	\$ (1,700,000)
Estimated Fund Balance as of 9/30/23	<u>\$ 10,769,730</u>
FY 2023-24 Proposed Budget Revenue vs. Expense Impact	\$ 753,741
Estimated Fund Balance as of 9/30/24	<u>\$ 11,523,471</u>
2021 Street Maintenance Fund (1)	\$ (416,158)
Court Special Revenue Fund (1)	\$ (183,651)
PD Special Revenue Fund (1)	\$ (32,869)
Stan Graham Memorial Tree Fund (1)	\$ (258,437)
Stabilization Cash Reserve (2)	\$ (2,500,000)
Legal Counsel Cash Reserve (2)	\$ (300,000)
Contingency Cash Reserve (2)	\$ (500,000)
Brush Pickup Reserve (2)	\$ (100,000)
City Hall Construction Cash Reserve Fund (2)	\$ (3,000,000)
Estimated Available Fund Balance as of 9/30/24	<u>\$ 4,232,356</u>

(1) The fund balance for the four special revenue funds are all positive amounts, but they are shown as a reduction in the available fund balance because these funds are reserved for specific purposes.

(2) The fund balance for the five reserve funds listed are all positive amounts, but they are shown as a reduction in the available fund balance that was established by Resolution No. 2023-01-01 - General Fund Balance Policy for the City of West Lake Hills

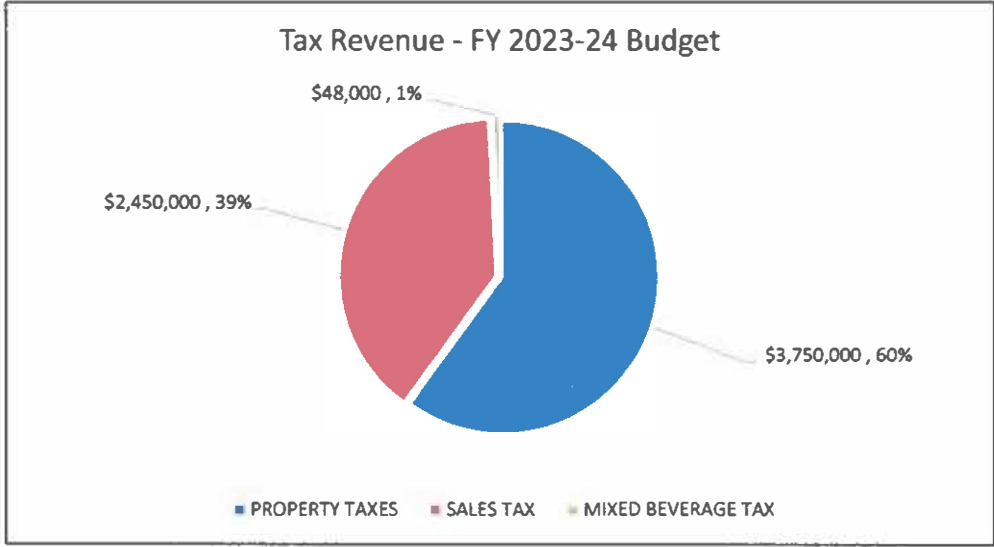
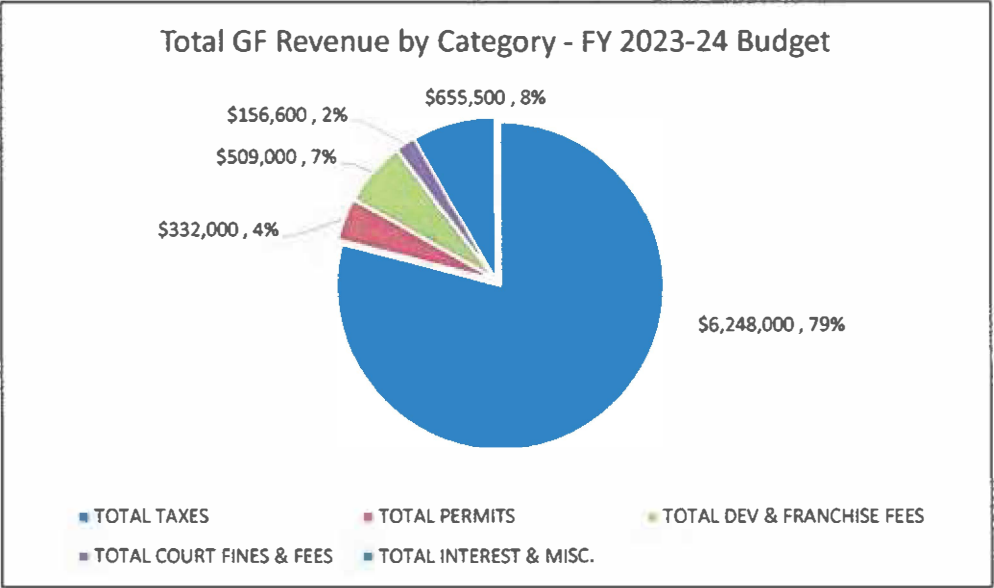
CITY OF WEST LAKE HILLS
PROPOSED BUDGET SUMMARY TOTALS - ALL GENERAL FUNDS
FY 2023-2024

AS OF 7/26/23

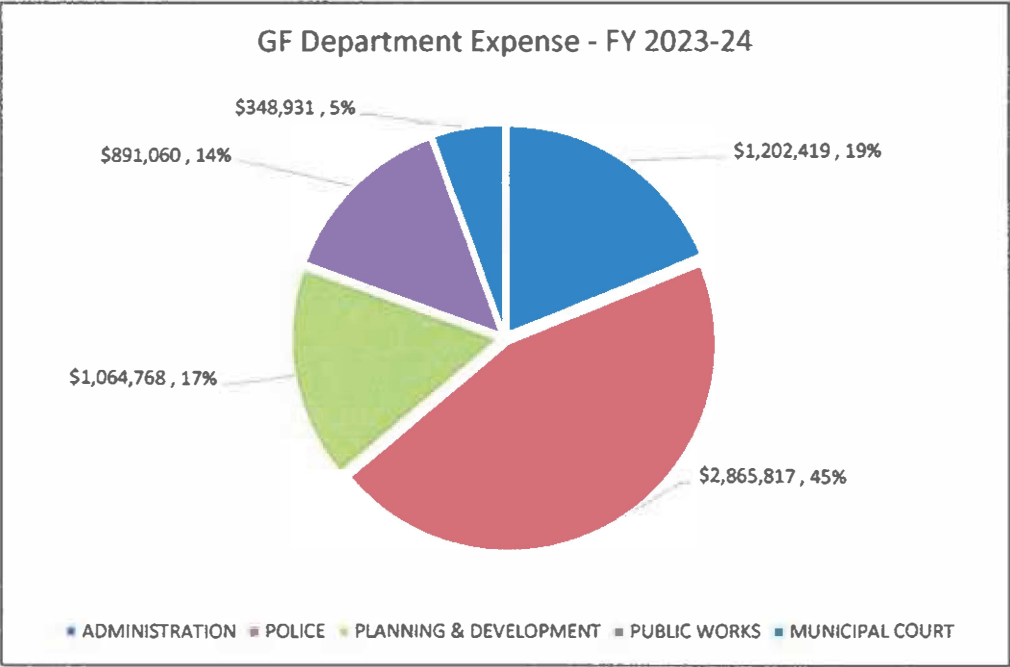
	GENERAL FUNDS					TOTAL GENERAL FUNDS
	01 GENERAL FUND	04 2021 STREET MAINT. FUND	06 COURT SPECIAL REVENUE FUND	07 PD SPECIAL REVENUE FUND	08 STAN GRAHAM MEMORIAL TREE FUND	
REVENUE SOURCE						
TAXES	\$ 6,248,000	\$ 1,225,000	\$ -	\$ -	\$ -	\$ 7,473,000
PERMITS	332,000		-	-	-	332,000
FEES	509,000		-	-	-	509,000
FINES & WARRANTS	156,600		-	-	-	156,600
INTEREST & MISC REVENUE	655,500		25,100	1,500	5,000	687,100
TRANSFER IN FROM FUND BALANCE	-		-	-	-	-
TOTAL REVENUE	\$ 7,901,100	\$ 1,225,000	\$ 25,100	\$ 1,500	\$ 5,000	\$ 9,157,700
DEPARTMENTAL EXPENSE						
ADMINISTRATION	\$ 1,201,269		\$ -	\$ -	\$ -	\$ 1,201,269
POLICE	2,684,067		-	6,500	-	2,690,567
PLANNING & DEVELOPMENT	1,062,768		-	-	-	1,062,768
PUBLIC WORKS	806,060	50,000				856,060
MUNICIPAL COURT	348,931		21,372	-	-	370,303
CAPITAL OUTLAY - GF	269,900	1,933,842	-	-		2,203,742
TREE FUND	-		-	-	19,250	19,250
TOTAL EXPENSE	\$ 6,372,995	\$ 1,983,842	\$ 21,372	\$ 6,500	\$ 19,250	\$ 8,403,959
BUDGET SURPLUS/ (SHORTFALL)	\$ 1,528,105	\$ (758,842)	\$ 3,728	\$ (5,000)	\$ (14,250)	\$ 753,741

GENERAL FUND	PROPOSED				
	Audited 9/30/20	Audited 9/30/21	Audited 9/30/22	Est YE Budget FY22-23	Budget FY23-24
General Fund Balance	\$ 6,876,356	\$ 8,692,136	\$ 10,548,315	\$ 10,769,730	\$ 11,523,471
Less: 2021 Street Maint. Fund	\$ -	\$ -	\$ -	\$ (1,175,000)	\$ (416,158)
Less: Court Special Revenue Fund Balance-Restricted	(132,019)	(137,276)	(162,105)	(179,923)	(183,651)
Less: PD Special Revenue Fund Balance-Restricted	(44,706)	(41,975)	(43,172)	(37,869)	(32,869)
Less: Stan Graham Memorial Tree Fund Balance-Designated	(138,786)	(193,025)	(217,262)	(272,687)	(258,437)
Less: Stabilization Cash Reserve	(2,400,000)	(2,400,000)	(2,400,000)	(2,500,000)	(2,500,000)
Less: Legal Counsel Cash Reserve	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
Less: Contingency Cash Reserve	(500,000)	(500,000)	(500,000)	-	(500,000)
Less: Brush Pickup Reserve	(100,000)	-	(100,000)	-	(100,000)
Less: City Hall Cash Reserve Fund	-	-	-	(3,000,000)	(3,000,000)
Unrestricted General Fund Balance	\$ 3,260,845	\$ 5,119,860	\$ 6,825,776	\$ 3,304,251	\$ 4,232,356

GENERAL FUND M&O REVENUE FY2023-2024



GENERAL FUND M&O EXPENSES FY2023-24



CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023

01 -GENERAL FUND

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

REVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)		(----- 2023-2024 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
TAXES								
01-40100 PROPERTY TAXES	1,600,706	1,873,782	2,027,107	3,263,628	3,211,460	3,263,628	3,750,000	
01-40200 SALES TAX	3,006,414	3,438,498	3,814,133	2,166,667	1,991,375	2,450,000	2,450,000	
01-40250 MIXED BEVERAGE TAX	29,448	34,041	40,815	48,000	33,987	48,000	48,000	
TOTAL TAXES	4,636,568	5,346,321	5,882,055	5,478,295	5,236,822	5,761,628	6,248,000	
PERMITS								
01-41000 BUILDING PERMITS	192,961	255,317	393,337	330,000	263,623	330,000	330,000	
01-41010 TECHNOLOGY FEE - PLANNING	0	0	1,395	2,000	2,028	2,000	2,000	
TOTAL PERMITS	192,961	255,317	394,732	332,000	265,651	332,000	332,000	
FEES								
01-42000 SUBDIVISION PLATS	2,800	1,900	468	1,000	0	1,000	1,000	
01-42010 STREET MAINT FEES	28,195	18,191	31,461	18,000	7,263	8,000	8,000	
01-42020 ZONING FEES	45,109	77,900	96,373	73,000	32,500	40,000	40,000	
01-42025 INSPECTION FEES	31,880	28,620	41,285	45,000	41,120	52,000	52,000	
01-42030 ADMINISTRATIVE FEES	11,377	12,371	10,767	11,000	9,534	11,000	13,000	
01-42040 TELECOM FRANCHISE/ROW FEES	104,565	54,575	61,817	55,000	41,348	55,000	55,000	
01-42043 NATURAL GAS FRANCHISE FEES	28,924	34,933	48,783	40,000	22,745	40,000	40,000	
01-42045 ELECTRIC FRANCHISE FEES	335,162	243,981	245,517	250,000	275,005	250,000	250,000	
01-42050 CABLE FRANCHISE FEES	51,363	48,970	48,724	50,000	36,420	50,000	50,000	
TOTAL FEES	639,375	521,440	585,194	543,000	465,935	507,000	509,000	
FINES & WARRANTS								
01-44000 FINES	126,986	94,452	141,280	130,000	119,891	140,000	140,000	
01-44100 WARRANT FEES	1,600	1,800	1,600	1,600	300	1,600	1,600	
01-44150 ADMINISTRATIVE FEES	13,561	9,963	16,956	15,000	13,750	15,000	15,000	
TOTAL FINES & WARRANTS	142,147	106,215	159,836	146,600	133,941	156,600	156,600	
INTEREST & MISC.								
01-45000 INTEREST INCOME	74,105	7,879	81,257	450,000	363,491	550,000	550,000	
01-45005 PROPERTY TAX P & I	6,457	7,506	10,005	20,000	21,966	23,000	16,000	
01-45007 LEASES	220,896	72,926	76,177	76,185	74,472	77,900	79,500	
01-45008 LEASE-PARKING LOT	0	0	0	5,000	3,286	5,000	0	
01-45010 MISCELLANEOUS INCOME	11,683	111,585	146,523	10,000	9,393	10,000	10,000	
01-45012 POLICE GRANT REVENUE	0	0	0	50,598	50,598	50,598	0	
01-45013 CORONAVIRUS RELIEF FUND-COUNTY	0	155,648	0	0	0	0	0	
01-45017 TxDOT REIMBURSEMENT	0	11,285	0	0	0	0	0	
01-45018 CLRF GRANT (ARPA)	0	124,433	56,811	82,730	82,730	82,730	0	
01-45019 OPIOID SETTLEMENT	0	0	0	5,354	5,354	5,354	0	
01-45040 SALE OF ASSETS	53,164	326	8,500	2,637	2,637	3,000	0	
01-45045 TRANSFER FROM FUND BALANCE	0	0	0	1,700,000	1,700,000	1,700,000	0	
TOTAL INTEREST & MISC.	366,306	491,589	379,274	2,402,504	2,313,928	2,507,582	655,500	
TOTAL REVENUES	5,977,356	6,720,882	7,401,091	8,902,399	8,416,277	9,264,810	7,901,100	

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

01 -GENERAL FUND
ADMINISTRATION

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
01-60050 BUILDING MAINTENANCE	7,973	2,819	3,243	13,000	15,858	15,000	5,000	
01-60055 COMPUTER MAINTENANCE	44,688	31,426	27,354	40,000	29,196	40,000	42,500	
TOTAL MAINTENANCE	52,661	34,245	30,596	53,000	45,053	55,000	47,500	
REPAIRS								
01-60140 EQUIPMENT CONTRACTS	645	645	645	3,500	843	3,500	3,500	
01-60190 JANITORIAL	4,497	5,379	6,141	7,500	4,479	7,500	7,500	
TOTAL REPAIRS	5,142	6,024	6,785	11,000	5,322	11,000	11,000	
CONTRACT SERVICES								
01-60200 OUTSIDE LEGAL COUNSEL	4,147	18,493	94,964	75,000	16,666	45,000	75,000	
01-60205 CONSULTANT FEES	60,272	11,033	28,069	60,000	52,388	60,000	70,500	
01-60206 CITY HALL/911 PROJECT MANAGER	0	0	0	26,136	26,136	26,136	0	
01-60210 CITY ATTORNEY FEES	63,841	40,150	62,925	75,000	59,680	75,000	75,000	
01-60210 CITY ATTORNEY - LITIGATION	91,415	20,548	4,128	5,000	29,572	35,000	5,000	
01-60212 CODIFICATION	6,520	4,637	4,421	5,000	2,225	5,000	19,000	
01-60214 TAX COLLECTION EXPENSE	4,957	4,991	4,911	5,620	5,612	5,620	6,200	
01-60215 APPRAISAL DISTRICT EXPENSE	6,983	7,472	8,295	9,938	14,907	20,000	22,000	
01-60216 AUDITING SERVICES	23,970	20,140	23,160	24,500	16,800	24,500	26,400	
01-60219 CITY COUNCIL EXPENSES	0	0	0	0	0	0	3,000	
01-60220 TRAINING	7,877	1,930	4,159	13,000	14,460	13,000	16,000	
01-60221 MEMBERSHIPS/SUBSCRIPTIONS	4,156	2,831	4,649	8,000	2,500	8,000	9,750	
01-60230 OFFICE SUPPLIES	3,470	3,299	2,231	3,000	1,040	3,000	3,000	
01-60235 ELECTION EXPENSES	0	150	16,817	10,500	4,752	10,500	10,500	
01-60250 POSTAGE	2,439	604	562	1,000	2,302	1,000	1,000	
01-60260 EMPLOYMENT ADS/RECRUITMENT	0	0	41,856	250	0	250	250	
01-60266 CREDIT CARD FEES	2,346	1,578	24	0	0	0	0	
01-60270 PRINTING/PUBLICATIONS	1,226	2,163	2,422	26,000	9,060	26,000	26,000	
01-60280 PUBLIC NOTICES	9,537	3,968	15,153	10,000	949	10,000	10,000	
01-60290 RECORDS STORAGE & MAINTENANCE	1,596	857	832	1,700	958	1,700	1,700	
TOTAL CONTRACT SERVICES	294,752	144,844	319,578	359,644	260,006	369,706	380,300	
PAYROLL								
01-60330 SALARIES	490,710	434,585	397,471	477,520	368,674	477,520	514,920	
01-60331 ANNUAL MERIT INCREASES	0	0	0	50,000	0	50,000	0	
01-60340 PAYROLL TAX	34,456	34,979	28,983	37,402	27,187	37,402	40,302	
01-60341 RETIREMENT	70,401	75,026	67,402	82,169	62,191	82,169	97,381	
01-60342 LONGEVITY	2,013	552	715	920	610	920	1,370	
01-60343 VEHICLE/PHONE ALLOWANCE	64	9,536	6,700	10,840	8,040	10,840	10,340	
01-60344 MEDICAL/DENTAL INSURANCE	53,828	47,366	52,441	69,922	62,835	69,922	61,675	
01-60346 WORKERS COMP INSURANCE	1,287	782	713	630	670	630	680	
01-60350 CONTRACT/TEMPORARY SUPPORT	43,247	520	0	0	0	0	0	
TOTAL PAYROLL	696,005	603,345	554,424	729,403	530,207	729,403	726,668	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023

01 -GENERAL FUND
ADMINISTRATION

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
UTILITIES & SUNDRY								
01-60430 PUBLIC INFORMATION SERVICES	4,725	4,961	4,169	10,000	2,604	10,000	10,000	
01-60440 SUNDRY	4,264	1,446	2,732	2,000	1,169	2,000	2,000	
01-60450 TELECOM	10,366	4,710	4,692	5,000	3,284	5,000	5,000	
01-60465 GENERAL INSURANCE	2,723	2,233	2,677	3,500	3,064	3,500	3,801	
01-60469 UNEMPLOYMENT CLAIMS (TWC)	14,831	3,296	0	0	0	0	0	
01-60475 COMMUNITY RELATIONS	387	0	0	0	0	0	0	
01-60477 TEAM DEVELOPMENT	2,302	1,563	3,213	5,000	4,584	5,000	5,000	
01-60480 RECORDING FEES	500	0	0	0	0	0	0	
01-60485 UNIFORMS	0	0	0	500	259	500	500	
01-60490 UTILITIES	9,458	7,750	9,343	9,000	9,463	9,000	9,500	
TOTAL UTILITIES & SUNDRY	49,557	25,958	26,826	35,000	24,427	35,000	35,801	
CAPITAL OUTLAY								
01-60550 COMPUTERS/FURNITURE/EQUIP	4,789	2,613	9,243	40,000	39,295	40,000	1,150	
TOTAL CAPITAL OUTLAY	4,789	2,613	9,243	40,000	39,295	40,000	1,150	
TRANSFERS								
TOTAL ADMINISTRATION	1,102,906	817,030	947,453	1,228,047	904,310	1,240,109	1,202,419	

PROPOSED BUDGET WORKSHEET

AS OF: JULY 31ST, 2023

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

01 -GENERAL FUND
POLICE DEPARTMENT

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)		(----- 2023-2024 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
MAINTENANCE								
01-61050 BUILDING MAINTENANCE	18,057	7,196	6,219	10,000	5,333	10,000	10,000	
01-61055 COMPUTER MAINTENANCE	57,015	66,704	57,249	70,000	64,707	70,000	70,000	
01-61060 VEHICLE M & O	16,974	22,353	13,638	20,000	23,011	25,000	22,000	
01-61061 FUEL	29,210	24,378	33,243	48,000	22,102	43,000	48,000	
01-61080 RADAR REP/CALIBRATION	984	60	440	1,000	400	1,000	1,000	
TOTAL MAINTENANCE	122,241	120,691	110,789	149,000	115,553	149,000	151,000	
REPAIRS								
01-61150 EQUIPMENT CONTRACTS/REPAIRS	22,383	22,524	25,959	25,000	28,816	30,000	27,000	
01-61190 JANITORIAL	6,019	7,182	6,709	7,500	6,479	7,500	7,500	
TOTAL REPAIRS	28,402	29,705	32,667	32,500	35,295	37,500	34,500	
CONTRACT SERVICES								
01-61200 CITY ATTORNEY FEES	1,049	2,221	4,459	2,500	660	2,500	2,500	
01-61210 MEDICAL EXAMINATIONS	1,901	408	1,040	3,000	233	3,000	3,000	
01-61211 PSYCHOLOGICAL EXAMINATIONS	3,500	3,050	3,850	4,000	3,550	4,000	4,000	
01-61213 PSYCHOLOGICAL COUNSELING	0	2,100	650	2,000	200	2,000	2,000	
01-61215 OPIOID SETTLEMENT EXPENSES	0	0	1,620	0	0	0	0	
01-61221 MEMBERSHIPS/SUBSCRIPTIONS	5,272	5,316	6,990	4,800	2,283	4,800	4,800	
01-61225 BODY CAMERA STORAGE GRANT EXP	0	0	3,520	0	0	0	0	
01-61230 OFFICE SUPPLIES	5,659	5,206	5,032	5,000	3,939	5,000	5,000	
01-61240 POLICE SUPPLIES	26,329	18,546	20,489	22,000	16,209	22,000	22,000	
01-61250 POSTAGE	381	264	349	500	125	500	500	
01-61256 DISPATCH/CTECC	92,577	106,464	122,434	140,800	140,799	140,800	161,919	
01-61260 EMPLOYMENT ADS/RECRUITING	538	327	3,074	2,000	1,433	2,000	2,000	
01-61290 RECORDS STORAGE & MAINTENANCE	1,281	771	693	1,500	578	1,500	1,500	
TOTAL CONTRACT SERVICES	138,486	144,672	174,200	188,100	170,008	188,100	209,219	
PAYROLL								
01-61330 SALARIES	1,163,548	1,158,115	1,204,416	1,380,152	1,019,616	1,350,000	1,460,092	
01-61335 CERTIFICATION PAY	16,492	16,537	18,158	18,304	11,924	18,304	18,278	
01-61336 BI-LINGUAL INCENTATIVE	0	0	0	2,400	0	2,400	2,400	
01-61340 PAYROLL TAXES	89,932	94,312	94,397	106,513	77,893	106,513	114,638	
01-61341 RETIREMENT	197,919	195,481	199,471	233,245	167,463	233,245	276,245	
01-61342 LONGEVITY	6,543	6,158	7,660	8,135	5,970	8,135	7,890	
01-61343 VEHICLE/PHONE ALLOWANCE	0	7,920	7,920	8,420	6,270	8,420	8,420	
01-61344 MEDICAL/DENTAL INSURANCE	179,838	170,877	178,772	208,313	147,366	208,313	224,780	
01-61346 WORKERS COMP INSURANCE	22,583	32,337	29,405	33,500	33,115	33,500	34,955	
01-61350 CONTRACT/TEMPORARY SUPPORT	389	1,360	0	0	0	0	0	
TOTAL PAYROLL	1,677,243	1,683,097	1,740,199	1,998,982	1,469,617	1,968,830	2,147,698	

PROPOSED BUDGET WORKSHEET

AS OF: JULY 31ST, 2023

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

01 -GENERAL FUND
POLICE DEPARTMENT

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)		(----- 2023-2024 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
UTILITIES & SUNDRY								
01-61450 TELECOM	19,200	25,582	24,311	26,000	19,447	26,000	26,000	
01-61465 GENERAL INSURANCE	23,204	21,416	23,553	26,000	25,508	26,000	28,250	
01-61470 TRAINING	15,909	15,782	15,652	17,500	19,227	22,500	37,500	
01-61475 COMMUNITY RELATIONS/NNO	4,982	3,440	5,713	6,000	2,700	6,000	6,000	
01-61477 TEAM DEVELOPMENT	1,978	1,822	2,929	2,000	2,106	2,000	6,000	
01-61480 UNIFORM ALLOWANCE	9,964	15,276	18,528	16,400	16,178	16,400	16,400	
01-61485 FIRING RANGE/AMMUNITION/GUNS	5,336	8,653	10,573	8,500	6,735	8,500	8,500	
01-61490 UTILITIES	13,763	11,506	13,841	13,000	12,815	13,000	13,000	
TOTAL UTILITIES & SUNDRY	94,335	103,478	115,101	115,400	104,716	120,400	141,650	
CAPITAL OUTLAY								
01-61550 COMPUTERS/FURNITURE/EQUIP	15,314	6,855	20,618	27,500	25,623	27,500	33,500	
01-61551 DIGITAL VIDEO SYST FOR CARS	12,075	0	5,935	14,000	3,583	14,000	8,000	
01-61553 PATROL VEHICLES	115,324	0	68,047	133,000	0	133,000	77,850	
01-61554 RADIOS	15,219	0	0	0	0	0	40,000	
01-61555 VESTS	5,845	1,530	3,960	5,500	4,664	5,500	4,000	
01-61556 RADAR EQUIPMENT	6,255	0	3,579	6,770	6,769	6,770	3,200	
01-61558 CAPITAL OUTLAY-TASERS	4,608	5,836	6,080	7,000	0	7,000	8,000	
01-61559 CO - PD GRANT EXPENSE	0	0	0	47,958	47,958	47,958	0	
01-61560 CAPITAL OUTLAY-BODY CAMERAS	5,911	5,601	4,025	6,400	0	6,400	7,200	
TOTAL CAPITAL OUTLAY	180,551	19,822	112,242	248,128	88,597	248,128	181,750	
TRANSFERS								
TOTAL POLICE DEPARTMENT	2,241,258	2,101,465	2,285,198	2,732,110	1,983,786	2,711,958	2,865,817	

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

01 -GENERAL FUND
PLANNING & DEVELOPMENT

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)		(----- 2023-2024 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
MAINTENANCE								
01-63055 COMPUTER MAINTENANCE	11,970	30,316	33,789	37,500	28,487	37,000	48,600	
01-63060 VEHICLE M & O	139	117	502	1,000	354	1,000	2,200	
01-63061 FUEL	542	332	650	1,000	1,120	1,500	1,500	
TOTAL MAINTENANCE	12,651	30,765	34,941	39,500	29,962	39,500	52,300	
REPAIRS								
01-63140 EQUIPMENT CONTRACTS	0	0	0	1,250	708	1,250	1,250	
01-63157 CODE COMPLIANCE EXPENSE	722	0	400	500	96	500	500	
TOTAL REPAIRS	722	0	400	1,750	804	1,750	1,750	
CONTRACT SERVICES								
01-63200 OUTSIDE LEGAL COUNSEL	0	0	1,950	0	0	0	0	
01-63205 CONSULTANT FEES	45,116	92,303	151,634	200,000	152,171	200,000	140,000	
01-63207 CITY ENGINEER	0	0	0	0	0	0	100,000	
01-63210 CITY ATTORNEY FEES	0	24,318	26,721	30,000	20,203	30,000	30,000	
01-63220 TRAINING	4,083	3,229	2,502	7,500	1,177	7,500	7,500	
01-63230 OFFICE SUPPLIES	2,114	1,178	1,626	1,500	993	1,500	1,500	
01-63240 MEMBERSHIPS/PROFESSIONAL FEES	370	2,012	1,307	3,500	1,194	3,500	5,000	
01-63245 INSPECTIONS/PLAN REVIEWS-ATS	31,123	54,045	68,683	65,000	53,746	65,000	75,000	
01-63250 POSTAGE	391	1,800	2,353	2,000	416	2,000	2,000	
01-63266 CREDIT CARD FEES	0	3,692	9,731	10,000	10,981	14,000	10,000	
01-63270 PRINTING	0	1,387	2,271	1,000	1,517	2,000	1,000	
01-63280 PUBLIC NOTICES/ADVERTISING	0	278	100	1,000	0	1,000	1,000	
01-63290 RECORDS STORAGE & MAINTENANCE	0	1,302	1,155	1,200	701	1,200	1,000	
TOTAL CONTRACT SERVICES	83,197	185,544	270,032	322,700	243,099	327,700	374,000	
PAYROLL								
01-63330 SALARIES	135,527	309,696	368,315	360,000	288,439	360,000	433,750	
01-63336 BI-LINGUAL INCENTATIVE	0	0	0	1,200	900	1,200	1,200	
01-63340 PAYROLL TAX	10,570	22,334	28,612	27,600	22,370	27,600	33,850	
01-63341 RETIREMENT	23,330	48,944	61,040	60,000	48,526	60,000	81,790	
01-63342 LONGEVITY	0	1,840	1,900	1,960	1,500	1,960	2,150	
01-63343 VEHICLE/PHONE ALLOWANCE	0	3,200	4,280	5,090	3,530	5,090	5,300	
01-63344 MEDICAL/DENTAL INSURANCE	19,764	24,943	39,196	49,580	43,614	49,580	62,730	
01-63346 WORKERS COMP INSURANCE	951	1,396	1,206	1,100	1,135	1,100	1,188	
01-63350 CONTRACT/TEMPORARY SUPPORT	0	3,251	2,127	70,000	68,225	70,000	3,500	
TOTAL PAYROLL	190,142	415,606	506,675	576,530	478,239	576,530	625,458	
UTILITIES & SUNDRY								
01-63440 SUNDRY	0	0	0	500	186	500	500	
01-63450 TELECOM	1,795	3,222	3,876	4,000	3,027	4,000	4,000	
01-63465 GENERAL INSURANCE	1,912	2,020	2,213	3,000	2,231	3,000	3,260	
01-63469 UNEMPLOYMENT CLAIMS (TWC)	0	4,129	0	0	0	0	0	
01-63480 RECORDING FEES	0	0	698	500	0	500	500	
01-63485 UNIFORMS	0	0	944	1,000	195	1,000	1,000	
TOTAL UTILITIES & SUNDRY	3,707	9,371	7,731	9,000	5,638	9,000	9,260	

PROPOSED BUDGET WORKSHEET

AS OF: JULY 31ST, 2023

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

01 -GENERAL FUND
PLANNING & DEVELOPMENT

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
<u>CAPITAL OUTLAY</u>								
01-63540 COMPUTERS/FURNITURE/EQUIP	27,106	2,560	0	13,150	13,149	13,150	2,000	
TOTAL CAPITAL OUTLAY	27,106	2,560	0	13,150	13,149	13,150	2,000	
<u>TRANSFERS</u>								
TOTAL PLANNING & DEVELOPMENT	317,524	643,846	819,779	962,630	770,891	967,630	1,064,768	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023

01 -GENERAL FUND
PUBLIC WORKS

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
REPAIRS								
01-64151 DRAINAGE REPAIRS & MAINT	126,945	117,284	78,741	120,000	27,815	100,000	120,000	
01-64155 ROW MAINTENANCE	74,759	158,121	212,801	130,000	151,565	150,000	130,000	
01-64160 FIRE SAFETY/BRUSH PICKUP	0	243,282	0	1,820,000	1,816,670	1,820,000	0	
01-64165 SIGN MAINTENANCE	14,661	2,745	414	2,500	235	2,500	2,500	
01-64170 STREET LIGHTING	65	208	163	250	154	250	250	
01-64175 STREET REPAIRS	18,313	4,956	7,924	5,000	6,778	7,000	10,000	
TOTAL REPAIRS	234,743	526,596	300,044	2,077,750	2,003,216	2,079,750	262,750	
CONTRACT SERVICES								
01-64205 CONSULTANT FEES	0	0	0	21,500	0	0	0	
01-64217 SOLID WASTE SERVICES	447,866	467,246	482,364	511,300	385,510	511,300	543,165	
TOTAL CONTRACT SERVICES	447,866	467,246	482,364	532,800	385,510	511,300	543,165	
UTILITIES & SUNDRY								
01-64465 GENERAL INSURANCE	0	0	0	130	130	130	145	
TOTAL UTILITIES & SUNDRY	0	0	0	130	130	130	145	
CAPITAL OUTLAY								
01-64550 STREET IMPRV/TRAFFIC CALMING	0	0	8,430	4,807	4,807	4,807	0	
01-64552 CITY ENTRANCE SIGNAGE	0	0	0	85,000	0	85,000	85,000	
01-64553 CITY HALL REMODEL/REBUILD	1,835	0	0	0	0	0	0	
01-64555 DRAINAGE IMPROVEMENTS	0	12,000	0	0	0	0	0	
01-64565 STREET REPAVING/MAINT - WD10	110,989	141,624	0	0	0	0	0	
01-64566 ANNUAL MAINT-CEDAR OAK-YR 3	0	0	37,882	636,087	636,087	636,087	0	
01-64567 ANNUAL MAINT-HRBRVW & WLDCT HL	120,729	53,971	322,988	2,500	3,266	3,420	0	
01-64568 ANNUAL MAINTENANCE-YEAR 4	0	0	40,517	5,000	4,792	5,000	0	
01-64569 ANNUAL MAINTENANCE-YEAR 5	0	0	73,631	5,000	4,792	5,000	0	
01-64570 ANNUAL MAINTENANCE-YEAR 6	0	0	0	1,000	942	1,000	0	
TOTAL CAPITAL OUTLAY	233,553	207,595	483,448	739,394	654,686	740,314	85,000	
TRANSFERS								
TOTAL PUBLIC WORKS	916,161	1,201,437	1,265,856	3,350,074	3,043,543	3,331,494	891,060	

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

01 -GENERAL FUND
MUNICIPAL COURT

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)		(----- 2023-2024 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
REPAIRS								
01-67140 EQUIPMENT CONTRACTS	0	0	0	500	708	1,000	1,000	
01-67150 COMPUTER MAINTENANCE/UPGRADE	18,792	28,047	24,457	29,500	24,827	29,500	29,500	
TOTAL REPAIRS	18,792	28,047	24,457	30,000	25,536	30,500	30,500	
CONTRACT SERVICES								
01-67220 TRAINING	2,230	1,037	2,520	4,500	4,405	4,500	3,000	
01-67221 MEMBERSHIPS/SUBSCRIPTIONS	181	150	195	400	0	400	300	
01-67230 COURT SUPPLIES	871	1,850	1,077	1,250	555	1,250	1,250	
01-67250 POSTAGE	471	849	816	1,000	354	1,000	1,000	
01-67260 PROSECUTOR FEES	24,858	32,423	28,177	35,000	34,900	35,000	50,000	
01-67266 CREDIT CARD FEES	5,514	4,674	8,400	8,500	6,642	8,500	6,500	
01-67290 RECORDS STORAGE & MAINTENANCE	719	718	582	1,000	295	1,000	1,000	
TOTAL CONTRACT SERVICES	34,844	41,700	41,767	51,650	47,151	51,650	63,050	
PAYROLL								
01-67330 SALARIES	130,695	130,159	145,913	166,305	121,848	166,305	176,019	
01-67336 BI-LINGUAL INCENTATIVE	0	0	0	2,400	900	2,400	2,400	
01-67340 PAYROLL TAXES	9,763	10,232	11,313	13,019	9,457	13,019	13,970	
01-67341 RETIREMENT	19,552	18,900	21,142	28,602	18,748	28,602	28,462	
01-67342 LONGEVITY	1,031	1,118	1,330	1,740	1,385	1,740	2,040	
01-67343 VEHICLE/PHONE ALLOWANCE	0	0	0	2,420	1,690	2,420	2,420	
01-67344 MEDICAL/DENTAL INSURANCE	23,545	21,829	24,752	24,483	21,331	24,483	24,855	
01-67346 WORKERS COMP INSURANCE	501	782	661	575	622	575	510	
TOTAL PAYROLL	185,088	183,019	205,110	239,545	175,981	239,544	250,676	
UTILITIES & SUNDRY								
01-67430 PUBLIC INFORMATION SERVICES	0	0	2,480	2,500	2,604	2,500	2,500	
01-67450 TELECOM	0	0	2,331	2,400	1,793	2,400	1,100	
01-67465 GENERAL INSURANCE	359	434	588	600	761	600	655	
01-67475 PUBLIC EDUCATION/COMM RELATION	0	250	155	250	0	250	250	
01-67485 UNIFORMS	0	0	0	200	141	200	200	
TOTAL UTILITIES & SUNDRY	359	683	5,554	5,950	5,299	5,950	4,705	
CAPITAL OUTLAY								
01-67550 COMPUTERS/FURNITURE/EQUIP	0	0	0	7,500	4,493	7,500	0	
TOTAL CAPITAL OUTLAY	0	0	0	7,500	4,493	7,500	0	
TRANSFERS								
TOTAL MUNICIPAL COURT	239,083	253,450	276,889	334,645	258,460	335,144	348,931	
TOTAL EXPENDITURES	4,816,932	5,017,228	5,595,174	8,607,506	6,960,990	8,586,335	6,372,995	
REVENUE OVER/ (UNDER) EXPENDITURES	1,160,424	1,703,654	1,805,917	294,893	1,455,287	678,475	1,528,105	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023

04 -2021 STREET MAINT FUND

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
TAXES								
04-40200 SALES TAX	0	0	0	1,083,333	995,537	1,225,000	1,225,000	
TOTAL TAXES	0	0	0	1,083,333	995,537	1,225,000	1,225,000	
TOTAL REVENUES	0	0	0	1,083,333	995,537	1,225,000	1,225,000	

PROPOSED BUDGET WORKSHEET

AS OF: JULY 31ST, 2023

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

04 -2021 STREET MAINT FUND
PUBLIC WORKS

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
CONTRACT SERVICES								
04-64205 CONSULTANT FEES	0	0	0	50,000	44,055	50,000	50,000	
TOTAL CONTRACT SERVICES	0	0	0	50,000	44,055	50,000	50,000	
CAPITAL OUTLAY								
04-64570 ANNUAL MAINTENANCE-FY22-23	0	0	0	365,325	0	0	1,105,249	
04-64571 ANNUAL MAINTENANCE-FY23-24	0	0	0	0	0	0	828,593	
TOTAL CAPITAL OUTLAY	0	0	0	365,325	0	0	1,933,842	
TOTAL PUBLIC WORKS	0	0	0	415,325	44,055	50,000	1,983,842	
TOTAL EXPENDITURES	0	0	0	415,325	44,055	50,000	1,983,842	
REVENUE OVER/ (UNDER) EXPENDITURES	0	0	0	668,008	951,482	1,175,000	(758,842)	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023

06 -COURT SPECIAL REVENUE

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
FINES & WARRANTS								
06-44170 LTPDF-LOCAL TRIANCY PREVENTION	1,475	3,445	6,420	6,000	6,160	6,250	4,000	
06-44180 LMJF-LOCAL MUNICIPAL JURY FUND	30	69	128	120	123	140	100	
06-44200 SECURITY FEES	4,317	3,912	6,663	6,000	6,150	6,300	6,000	
06-44300 TECHNOLOGY FEES	4,610	3,430	5,628	5,500	5,084	5,500	5,000	
TOTAL FINES & WARRANTS	10,431	10,856	18,839	17,620	17,517	18,190	15,100	
CHILD SAFETY REVENUE								
06-45015 CHILD SAFETY & HEALTH REVENUE	10,139	7,843	10,704	11,000	10,539	11,000	10,000	
TOTAL CHILD SAFETY REVENUE	10,139	7,843	10,704	11,000	10,539	11,000	10,000	
TOTAL REVENUES	20,570	18,699	29,543	28,620	28,056	29,190	25,100	

PROPOSED BUDGET WORKSHEET

AS OF: JULY 31ST, 2023

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

06 -COURT SPECIAL REVENUE
MUNICIPAL COURT

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
CONTRACT SERVICES								
06-67290 SECURITY EXPENSE	1,235	359	2,803	7,872	4,589	7,872	7,872	
06-67291 TECHNOLOGY EXPENSE	1,542	5,409	1,571	2,500	2,427	2,500	2,500	
06-67292 TRANSLATION SERVICES	0	0	340	1,000	720	1,000	1,000	
TOTAL CONTRACT SERVICES	2,777	5,768	4,714	11,372	7,736	11,372	11,372	
PAYROLL								
CAPITAL OUTLAY								
06-67555 CO - SECURITY EXPENSE	0	0	0	0	0	0	10,000	
06-67560 CO - TECHNOLOGY EXPENSE	8,939	7,675	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	8,939	7,675	0	0	0	0	10,000	
TOTAL MUNICIPAL COURT	11,716	13,443	4,714	11,372	7,736	11,372	21,372	
TOTAL EXPENDITURES	11,716	13,443	4,714	11,372	7,736	11,372	21,372	
REVENUE OVER/ (UNDER) EXPENDITURES	8,854	5,256	24,829	17,248	20,320	17,818	3,728	

*** END OF REPORT ***

PROPOSED BUDGET WORKSHEET

AS OF: JULY 31ST, 2023

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

07 -PD SPECIAL REVENUE

REVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)		(----- 2023-2024 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
PD SPECIAL REVENUE								
07-45010 MISCELLANEOUS INCOME	5	0	0	0	0	0	0	
07-45014 POLICE TRAINING REV (LEOSE)	1,518	1,382	1,197	1,197	1,197	1,197	1,500	
07-45040 SALE OF ASSETS	3,200	0	0	0	0	0	0	
TOTAL PD SPECIAL REVENUE	4,723	1,382	1,197	1,197	1,197	1,197	1,500	
TOTAL REVENUES	4,723	1,382	1,197	1,197	1,197	1,197	1,500	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

07 -PD SPECIAL REVENUE
POLICE DEPARTMENT

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)		(----- 2023-2024 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
UTILITIES & SUNDRY								
07-61470 LEOSE TRAINING	528	1,121	0	1,500	1,313	1,500	1,500	
07-61471 SPECIAL REVENUE TRAINING	0	2,993	0	5,000	1,040	5,000	5,000	
TOTAL UTILITIES & SUNDRY	528	4,113	0	6,500	2,353	6,500	6,500	
TOTAL POLICE DEPARTMENT	528	4,113	0	6,500	2,353	6,500	6,500	
TOTAL EXPENDITURES	528	4,113	0	6,500	2,353	6,500	6,500	
REVENUE OVER/(UNDER) EXPENDITURES	4,195	(2,732)	1,197	(5,303)	(1,156)	(5,303)	(5,000)	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023

08 -STAN GRAHAM MEM TREE FUND

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
REVENUE								
08-40200 OAK WILT FEE	9,000	13,050	17,250	14,000	9,000	14,000	5,000	
08-40260 TREE REPLACEMENT REVENUE	12,450	46,943	31,100	71,100	71,100	71,100	0	
TOTAL REVENUE	21,450	59,993	48,350	85,100	80,100	85,100	5,000	
DONATIONS								
08-45020 DONATIONS-STAN GRAHAM	250	1,375	0	75	75	75	0	
TOTAL DONATIONS	250	1,375	0	75	75	75	0	
TOTAL REVENUES	21,700	61,368	48,350	85,175	80,175	85,175	5,000	

PROPOSED BUDGET WORKSHEET

AS OF: JULY 31ST, 2023

FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

08 -STAN GRAHAM MEM TREE FUND
TREE FUND

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)		(----- 2023-2024 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
<u>MAINTENANCE</u>								
08-60050 BRADTIFICATION	5,720	5,820	22,973	15,000	25,363	25,500	15,000	
TOTAL MAINTENANCE	5,720	5,820	22,973	15,000	25,363	25,500	15,000	
<u>REPAIRS</u>								
08-60156 CITY SIGN MAINT & LANDSCAPING	1,655	1,309	1,140	4,250	2,829	4,250	4,250	
TOTAL REPAIRS	1,655	1,309	1,140	4,250	2,829	4,250	4,250	
<u>UTILITIES & SUNDRY</u>								
TOTAL TREE FUND	7,376	7,129	24,113	19,250	28,192	29,750	19,250	
TOTAL EXPENDITURES	7,376	7,129	24,113	19,250	28,192	29,750	19,250	
REVENUE OVER/ (UNDER) EXPENDITURES	14,324	54,239	24,237	65,925	51,983	55,425	(14,250)	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
AMENDED BUDGET SUMMARY TOTALS -WASTEWATER
FY 2023-2024

AS OF 7/26/23

WASTEWATER (WW) FUNDS			
02	10	11	
WW FUND	WW DEBT SERVICE FUND	WW CONSTR. FUND	TOTAL WW FUNDS
REVENUES			
\$ -	\$ -	\$ -	\$ -
2,516,100	1,500	20,000	2,537,600
\$ 2,516,100	\$ 1,500	\$ 20,000	\$ 2,537,600
EXPENSES			
\$ -	\$ -	\$ -	\$ -
2,291,730	-	-	2,291,730
\$ 2,291,730	\$ -	\$ -	\$ 2,291,730
BUDGET SURPLUS/ (SHORTFALL)			
\$ 224,370	\$ 1,500	\$ 20,000	\$ 245,870

	Audited	Audited	Audited	Estimated YE	PROPOSED
WW FUND	9/30/20	9/30/21	9/30/22	Budget	Budget
				FY22-23	FY23-24
WW Fund Balance	\$ 2,405,620	\$ 3,263,244	\$ 4,087,338	\$ 4,407,105	\$ 4,652,975

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

2 -WASTE WATER FUND

REVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)		(----- 2023-2024 -----)		PROPOSED BUDGET SELECTED
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	
REVENUE								
02-50100 WASTEWATER REVENUE	1,986,364	2,202,658	2,331,124	2,200,000	1,580,486	2,400,000	2,475,000	
02-50200 WASTEWATER PENALTIES	3,683	2,640	14,087	10,000	7,693	10,000	5,000	
02-50250 INDUSTRIAL SURCHARGE REVENUE	91,993	81,072	31,707	30,500	20,154	30,500	30,500	
02-50300 REIMBURSEMENT REVENUE	6,983	5,549	7,580	3,880	5,220	7,000	0	
02-50400 ENGINEERING ASSESSMENT FEE	2,435	822	1,503	1,065	1,065	1,065	0	
02-50500 ADMINISTRATIVE FEES	5,554	8,429	4,489	4,000	2,492	4,000	4,000	
02-50505 CREDIT CARD FEES	3,645	3,339	0	0	0	0	0	
02-50700 IMPACT FEES	133,952	7,661	7,661	22,983	22,983	22,983	0	
02-50750 INTEREST INCOME	419	35	298	1,600	1,100	1,600	1,600	
TOTAL REVENUE	2,235,026	2,312,204	2,398,449	2,274,028	1,641,192	2,477,148	2,516,100	
TOTAL REVENUES	2,235,026	2,312,204	2,398,449	2,274,028	1,641,192	2,477,148	2,516,100	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

2 -WASTE WATER FUND
ASTENATER DEPARTMENT

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----) (----- 2023-2024 -----)				
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
02-60005 SYSTEM MAINTENANCE	11,708	0	0	0	0	0	0	
02-60055 COMPUTER MAINTENANCE	14,668	0	0	0	0	0	0	
TOTAL MAINTENANCE	26,376	0	0	0	0	0	0	
CONTRACT SERVICES								
02-60205 WASTEWATER PROJECT CONSULTANT	6,651	0	0	10,000	0	0	10,000	
02-60210 RATE ANALYSIS	0	0	1,375	0	0	0	0	
02-60220 TREATMENT CHARGES (COA)	381,001	426,497	412,631	410,000	361,610	410,000	410,000	
02-60225 TRAINING	580	0	0	0	0	0	1,000	
02-60230 BILLING FEES/AWR	5,694	36,793	54,385	55,000	43,303	55,000	63,600	
02-60235 OFFICE SUPPLIES	597	0	0	0	0	0	0	
02-60240 LEGAL SERVICES	0	0	0	0	1,540	2,000	1,500	
02-60250 WW CHEMICALS	31,052	45,447	19,292	10,000	5,349	10,000	10,000	
02-60260 WW UTILITIES	7,214	7,047	7,457	9,000	5,539	9,000	9,000	
02-60266 CREDIT CARD/BANK FEES	5,223	5,152	1,660	250	75	250	250	
02-60270 WW M & O - FIXED/CROSSROADS	27,105	27,105	27,105	70,800	34,018	65,000	75,000	
02-60275 WW M & O - VARIABLE/CROSSROADS	187,324	168,701	177,370	165,000	156,076	235,000	250,000	
02-60290 RECORDS STORAGE & MAINTENANCE	0	18	0	250	154	250	250	
TOTAL CONTRACT SERVICES	652,440	716,760	701,276	730,300	607,662	786,500	830,600	
PAYROLL								
02-60330 WW SALARIES	44,766	11	0	0	0	0	0	
02-60340 PAYROLL TAXES	3,559	4	0	0	0	0	0	
02-60341 RETIREMENT	6,223	0	0	0	0	0	0	
02-60344 MEDICAL/DENTAL INSURANCE	7,618	0	0	0	0	0	0	
02-60346 WORKERS COMP INSURANCE	267	0	0	0	0	0	0	
TOTAL PAYROLL	62,434	15	0	0	0	0	0	
UTILITIES & SUNDRY								
02-60410 ENGINEERING	8,932	17,645	21,087	25,000	19,901	25,000	20,000	
02-60450 TELECOM	922	0	0	0	0	0	0	
02-60465 GENERAL INSURANCE	6,156	6,162	6,676	6,195	7,549	7,150	7,150	
TOTAL UTILITIES & SUNDRY	16,010	23,808	27,762	31,195	27,451	32,150	27,150	
CAPITAL OUTLAY								
02-60510 DEBT PAYMENTS	215,793	243,429	228,251	1,191,914	104,274	1,190,231	1,263,980	
02-60515 DEBT PMT TO GENERAL FUND	0	0	0	150,000	0	150,000	150,000	
02-60565 CAPITAL OUTLAY - WW SYSTEM	0	0	0	20,000	14,228	20,000	20,000	
TOTAL CAPITAL OUTLAY	215,793	243,429	228,251	1,361,914	118,502	1,360,231	1,433,980	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

2 -WASTE WATER FUND
WASTEWATER DEPARTMENT

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(------ 2022-2023 -----) (------ 2023-2024 -----)				
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
TRANSFERS								
02-60998 DEPRECIATION	620,084	621,152	621,201	0	0	0	0	
TOTAL TRANSFERS	620,084	621,152	621,201	0	0	0	0	
TOTAL WASTEWATER DEPARTMENT	1,593,138	1,605,163	1,578,490	2,123,409	753,614	2,178,881	2,291,730	
TOTAL EXPENDITURES	1,593,138	1,605,163	1,578,490	2,123,409	753,614	2,178,881	2,291,730	
REVENUE OVER/ (UNDER) EXPENDITURES	641,888	707,042	819,959	150,619	887,578	298,267	224,370	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

0 -WASTEWATER DEBT SERVICE

REVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
INCOME								
10-40100 INTEREST INCOME	5,247	112	112	1,500	955	1,500	1,500	
TOTAL INCOME	5,247	112	112	1,500	955	1,500	1,500	
TOTAL REVENUES	5,247	112	112	1,500	955	1,500	1,500	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

.0 -WASTEWATER DEBT SERVICE
W DEBT SERVICE

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
CAPITAL OUTLAY								
REVENUE OVER/ (UNDER) EXPENDITURES	5,247	112	112	1,500	955	1,500	1,500	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

1 -WASTEWATER CONSTRUCTION

REVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----) (----- 2023-2024 -----)				
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
INCOME								
11-40100 INTEREST INCOME	5,646	471	4,023	20,000	14,821	20,000	20,000	
TOTAL INCOME	5,646	471	4,023	20,000	14,821	20,000	20,000	
TOTAL REVENUES	5,646	471	4,023	20,000	14,821	20,000	20,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

1 -WASTEWATER CONSTRUCTION
EXPENSE

	(----- 2022-2023 -----) (----- 2023-2024 -----)							
EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
REPAIRS								
CONTRACT SERVICES								
CAPITAL OUTLAY								
TRANSFERS								
REVENUE OVER/ (UNDER) EXPENDITURES	5,646	471	4,023	20,000	14,821	20,000	20,000	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET SUMMARY TOTALS
2022 GO BOND FUNDS
FY 2023-2024

AS OF 7/26/23

2022 GO BOND FUNDS		
21	22	
2022 GO BOND I&S FUND	2022 GO BOND CAPITAL PROJ FUND	TOTAL 2022 GO BOND FUNDS
REVENUES		
\$ -	\$ -	\$ -
1,366,844	700,000	2,066,844
\$ 1,366,844	\$ 700,000	\$ 2,066,844
EXPENSES		
1,366,344	1,810,000	3,176,344
\$ 1,366,344	\$ 1,810,000	\$ 3,176,344
BUDGET SURPLUS/ (SHORTFALL)		
\$ 500	\$ (1,110,000)	\$ (1,109,500)

	Audited FY21-22	EST YE Budget FY22-23	PROPOSED BUDGET FY23-24
2022 GO BOND FUNDS			
2022 GO BOND FUNDS	\$ 17,963,484	\$ 16,555,334	\$ 15,445,834

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

1 -2022 GO BOND I & S FUND

EVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	2022-2023			2023-2024	
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
EVENUE								
21-40100 PROPERTY TAXES I&S	0	0	0	1,364,139	1,342,890	1,364,139	1,366,344	
TOTAL REVENUE	0	0	0	1,364,139	1,342,890	1,364,139	1,366,344	
INTEREST & MISC								
21-45000 INTEREST INCOME	0	0	7	500	318	500	500	
21-45105 ISSUED BONDS PREMIUM	0	0	10,575	0	0	0	0	
TOTAL INTEREST & MISC	0	0	10,582	500	318	500	500	
TOTAL REVENUES	0	0	10,582	1,364,639	1,343,207	1,364,639	1,366,844	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

1 -2022 GO BOND I & S FUND
022 GO BOND FUND I&S

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
APITAL OUTLAY								
21-60510 DEBT PAYMENT-PRINCIPAL	0	0	0	240,000	240,000	240,000	605,000	
21-60515 DEBT PAYMENTS-INTEREST	0	0	0	1,124,139	735,904	1,124,139	761,344	
TOTAL CAPITAL OUTLAY	0	0	0	1,364,139	975,904	1,364,139	1,366,344	
TOTAL 2022 GO BOND FUND I&S	0	0	0	1,364,139	975,904	1,364,139	1,366,344	
TOTAL EXPENDITURES	0	0	0	1,364,139	975,904	1,364,139	1,366,344	
REVENUE OVER/ (UNDER) EXPENDITURES	0	0	10,582	500	367,303	500	500	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

2 -2022 GO BOND CAPITAL PROJ

	(----- 2022-2023 -----)					(----- 2023-2024 -----)		
EVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
NTEREST & ISSUANCE COSTS								
22-45000 INTEREST INCOME	0	0	146,736	700,000	570,791	700,000	700,000	
22-45100 ISSUED BONDS PAR VALUE	0	0	23,825,000	0	0	0	0	
22-45105 ISSUED BONDS PREMIUM	0	0	1,459,079	0	0	0	0	
TOTAL INTEREST & ISSUANCE COSTS	0	0	25,430,815	700,000	570,791	700,000	700,000	
OTAL REVENUES	0	0	25,430,815	700,000	570,791	700,000	700,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2023
FY 2023-2024 PROPOSED BUDGET AS OF 7/26/2023

2 -2022 GO BOND CAPITAL PROJ
022 GO BOND FUND CAP PRJ

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
				CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
							PB	SELECTED
APITAL OUTLAY								
22-64500 CITY HALL - LAND PURCHASE	0	0	6,323,664	0	0	0	0	
22-64501 CITY HALL CONSTRUCTION	0	0	0	1,000	1,150	1,150	300,000	
22-64502 CITY HALL PROJECT MANAGER	0	0	0	300,000	109,174	300,000	0	
22-64503 CITY HALL-GEO & MATERIAL TEST	0	0	0	0	17,216	27,500	0	
22-64504 CITY HALL-ARCHITECTURE EXPENSE	0	0	0	1,000,000	507,402	1,000,000	750,000	
22-64505 CAMP CRAFT/EANES CREEK	0	0	204,649	150,000	78,357	150,000	150,000	
22-64510 LAUREL VALLEY RD	0	0	185,390	150,000	100,219	150,000	150,000	
22-64515 REDBUD TRAIL	0	0	136,822	100,000	59,472	100,000	100,000	
22-64520 TERRACE MOUNTAIN	0	0	60,868	40,000	53,713	60,000	40,000	
22-64525 WESTLAKE DRIVE	0	0	161,995	130,000	116,828	130,000	130,000	
22-64530 YAUPON VALLEY RD	0	0	120,446	90,000	76,190	90,000	90,000	
22-64535 ROADS-PROJECT MANAGEMENT	0	0	0	100,000	51,392	100,000	100,000	
TOTAL CAPITAL OUTLAY	0	0	7,193,834	2,061,000	1,171,113	2,108,650	1,810,000	
TRANSFERS								
22-64999 DEBT ISSUANCE COSTS	0	0	284,079	0	0	0	0	
TOTAL TRANSFERS	0	0	284,079	0	0	0	0	
TOTAL 2022 GO BOND FUND CAP PRJ	0	0	7,477,912	2,061,000	1,171,113	2,108,650	1,810,000	
TOTAL EXPENDITURES	0	0	7,477,912	2,061,000	1,171,113	2,108,650	1,810,000	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	17,952,902	(1,361,000)	(600,322)	(1,408,650)	(1,110,000)	

*** END OF REPORT ***

POLICE DEPARTMENT

BUDGET PLAN ITEMS FY 2023/24

			FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
Item	Average useful life	# needed per year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Vehicles	5 years	2 per year	\$80,000	\$80,000	\$94,000	\$108,000	\$110,500	\$110,500	\$133,000	\$77,850	\$160,000	\$160,000
	# needed per year					2	2	2	2	1	2	2
	cost per unit					\$54,000	\$55,250	\$55,250	\$66,500	\$77,850	\$80,000	\$80,000
	total cost (est.)					\$108,000	\$110,500	\$110,500	\$133,000	\$77,850	\$160,000	\$160,000
	Requested FY 2022/2023	2							\$133,000			
	Authorized	2							\$133,000			
	Requested FY 2023/2024	1								\$77,850		
	Authorized											
Radios - in car	5-7 years	7 year rep. cycle	\$19,653	\$19,653	\$19,653	\$11,000	\$0	\$0	\$0	\$14,000	\$14,000	\$14,000
APX6500	# needed per year					2	0	0	0	1	2	2
	cost per unit					\$5,500	\$5,500	\$5,500	\$5,500	\$7,000	\$7,000	\$7,000
	total cost (est.)					\$11,000	\$0	\$0	\$0	\$7,000	\$14,000	\$14,000
	Radio replacement	0							\$0	\$7,000		
	Reprogramming fees	0							\$0	\$7,000		
	Total FY 2023/2024	1								\$14,000		
	Authorized	0										
Radios - handheld	5-7 years	7 year rep. cycle	\$30,375	\$30,375	\$30,375	\$5,300	\$0	\$0	\$0	\$26,000	\$21,000	\$21,000
APX6000	# needed per year					1	0	0	0	0	3	3
	cost per unit					\$5,300	\$5,300	\$5,300	\$5,300	\$0	\$7,000	\$7,000
	total cost (est.)					\$5,300	\$0	\$0	\$0	\$0	\$21,000	\$21,000
	Radio replacement	0							\$0			
	Reprogramming fees	0							\$0	\$26,000		
	Total FY 2023/2024	2								\$26,000		
	Authorized											
Tasers	5 years, per Taser Int.	5 year rep. cycle	\$0	\$7,755	\$4,653	\$5,250	\$8,750	\$7,000	\$7,000	\$8,000	\$8,000	\$8,000
	# needed per year					3	5	4	4	4	4	4
	cost per unit					\$1,750	\$1,750	\$1,750	\$1,750	\$2,000	\$2,000	\$2,000
	total cost (est.)					\$5,250	\$8,750	\$7,000	\$7,000	\$8,000	\$8,000	\$8,000
	Requested FY 2022/2023	4							\$7,000			
	Authorized	4							\$7,000			
	Requested FY 2023/2024	4								\$8,000		
	Authorized											
	PAGE 1 OF 2											

POLICE DEPARTMENT

			FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
Item	Average useful life	# needed per year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Body Cameras	3-4 years	4 year rep. cycle	\$0	\$3,072	\$4,608	\$8,100	\$8,000	\$6,400	\$6,400	\$7,200	\$7,200	\$7,200
	# needed per year					4	5	4	4	4	4	4
	cost per unit (need dock 2019)					\$1,600	\$1,600	\$1,600	\$1,600	\$1,800	\$1,800	\$1,800
	total cost (est.)					\$6,400	\$8,000	\$6,400	\$6,400	\$7,200	\$7,200	\$7,200
	Requested FY 2022/2023	4							\$6,400			
	Authorized	4							\$6,400			
	Requested FY 2023/2024	4								\$7,200		
	Authorized											
Arbitrator (AXON) in car camera system	4-5 years	5 year rep. cycle	\$16,443	\$16,443	\$10,962	\$14,000	\$14,000	\$14,000	\$14,000	\$8,000	\$16,000	\$16,000
	# needed per year					2	2	2	2	1	2	2
	cost per unit					\$7,000	\$7,000	\$7,000	\$7,000	\$8,000	\$8,000	\$8,000
	total cost (est.)					\$14,000	\$14,000	\$14,000	\$14,000	\$8,000	\$16,000	\$16,000
	Requested FY 2022/2023	2							\$14,000			
	Authorized	2							\$14,000			
AXON	Requested FY 2023/2024	1								\$8,000		
	Authorized											
Stalker in car radar	5 years	5 year rep. cycle	\$9,150	\$9,150	\$6,100	\$6,400	\$6,400	\$6,400	\$6,400	\$3,200	\$6,400	\$6,400
	# needed per year					2	2	2	2	1	2	2
	cost per unit					\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200
	total cost (est.)					\$6,400	\$6,400	\$6,400	\$6,400	\$3,200	\$6,400	\$6,400
	Requested FY 2022/2023	2							\$6,400			
	Authorized	2							\$6,400			
	Requested FY 2023/2024	1								\$3,200		
	Authorized											
Toughbook laptops	3-4 years	4 year rep. cycle	\$53,449	\$0	\$13,362	\$11,000	\$11,000	\$11,000	\$22,000	\$12,000	\$12,000	\$12,000
	# needed per year					2	2	2	4	2	2	2
	cost per unit					\$5,500	\$5,500	\$5,500	\$5,500	\$6,000	\$6,000	\$6,000
	total cost (est.)					\$11,000	\$11,000	\$11,000	\$22,000	\$12,000	\$12,000	\$12,000
	Requested FY 2022/2023	4							\$22,000			
	Authorized	2							\$11,000			
	Requested FY 2023/2024	4								\$12,000		
	Authorized											
PAGE 2 OF 2												
2023-2024 requested items										\$156,250		

POLICE DEPARTMENT

BUDGET PLAN ITEMS FY 2023/24

			FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
Item	Average useful life	# needed per year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Vehicles	5 years	2 per year	\$80,000	\$80,000	\$94,000	\$108,000	\$110,500	\$110,500	\$133,000	\$77,850	\$160,000	\$160,000
	# needed per year					2	2	2	2	1	2	2
	cost per unit					\$54,000	\$55,250	\$55,250	\$66,500	\$77,850	\$80,000	\$80,000
	total cost (est.)					\$108,000	\$110,500	\$110,500	\$133,000	\$77,850	\$160,000	\$160,000
	Requested FY 2022/2023	2							\$133,000			
	Authorized	2							\$133,000			
	Requested FY 2023/2024	1								\$77,850		
	Authorized											
Radios - in car	5-7 years	7 year rep. cycle	\$19,653	\$19,653	\$19,653	\$11,000	\$0	\$0	\$0	\$14,000	\$14,000	\$14,000
APX6500	# needed per year					2	0	0	0	1	2	2
	cost per unit					\$5,500	\$5,500	\$5,500	\$5,500	\$7,000	\$7,000	\$7,000
	total cost (est.)					\$11,000	\$0	\$0	\$0	\$7,000	\$14,000	\$14,000
	Radio replacement	0							\$0	\$7,000		
	Reprogramming fees	0							\$0	\$7,000		
	Total FY 2023/2024									\$14,000		
	Authorized	0										
Radios - handheld	5-7 years	7 year rep. cycle	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
APX6000	# needed per year		\$30,375	\$30,375	\$30,375	\$5,300	\$0	\$0	\$0	\$26,000	\$21,000	\$21,000
	cost per unit					\$5,300	\$5,300	\$5,300	\$5,300	\$0	\$7,000	\$7,000
	total cost (est.)					\$5,300	\$0	\$0	\$0	\$0	\$21,000	\$21,000
	Radio replacement	0							\$0			
	Reprogramming fees	0							\$0	\$26,000		
	Total FY 2023/2024									\$26,000		
	Authorized											
Tasers	5 years, per Taser Int.	5 year rep. cycle	\$0	\$7,755	\$4,653	\$5,250	\$8,750	\$7,000	\$7,000	\$8,000	\$8,000	\$8,000
	# needed per year					3	5	4	4	4	4	4
	cost per unit					\$1,750	\$1,750	\$1,750	\$1,750	\$2,000	\$2,000	\$2,000
	total cost (est.)					\$5,250	\$8,750	\$7,000	\$7,000	\$8,000	\$8,000	\$8,000
	Requested FY 2022/2023	4							\$7,000			
	Authorized	4							\$7,000			
	Requested FY 2023/2024	4								\$8,000		
	Authorized											
	PAGE 1 OF 2											

POLICE DEPARTMENT

			FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
Item	Average useful life	# needed per year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Body Cameras	3-4 years	4 year rep. cycle	\$0	\$3,072	\$4,608	\$8,100	\$8,000	\$6,400	\$6,400	\$7,200	\$7,200	\$7,200
	# needed per year					4	5	4	4	4	4	4
	cost per unit (need dock 2019)					\$1,600	\$1,600	\$1,600	\$1,600	\$1,800	\$1,800	\$1,800
	total cost (est.)					\$6,400	\$8,000	\$6,400	\$6,400	\$7,200	\$7,200	\$7,200
	Requested FY 2022/2023	4							\$6,400			
	Authorized	4							\$6,400			
	Requested FY 2023/2024	4								\$7,200		
	Authorized											
Arbitrator (AXON) in car camera system	4-5 years	5 year rep. cycle	\$16,443	\$16,443	\$10,962	\$14,000	\$14,000	\$14,000	\$14,000	\$8,000	\$16,000	\$16,000
	# needed per year					2	2	2	2	1	2	2
	cost per unit					\$7,000	\$7,000	\$7,000	\$7,000	\$8,000	\$8,000	\$8,000
	total cost (est.)					\$14,000	\$14,000	\$14,000	\$14,000	\$8,000	\$16,000	\$16,000
	Requested FY 2022/2023	2							\$14,000			
	Authorized	2							\$14,000			
AXON	Requested FY 2023/2024	1								\$8,000		
	Authorized											
Stalker in car radar	5 years	5 year rep. cycle	\$9,150	\$9,150	\$6,100	\$6,400	\$6,400	\$6,400	\$6,400	\$3,200	\$6,400	\$6,400
	# needed per year					2	2	2	2	1	2	2
	cost per unit					\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200
	total cost (est.)					\$6,400	\$6,400	\$6,400	\$6,400	\$3,200	\$6,400	\$6,400
	Requested FY 2022/2023	2							\$6,400			
	Authorized	2							\$6,400			
	Requested FY 2023/2024	1								\$3,200		
	Authorized											
Toughbook laptops	3-4 years	4 year rep. cycle	\$53,449	\$0	\$13,362	\$11,000	\$11,000	\$11,000	\$22,000	\$12,000	\$12,000	\$12,000
	# needed per year					2	2	2	4	2	2	2
	cost per unit					\$5,500	\$5,500	\$5,500	\$5,500	\$6,000	\$6,000	\$6,000
	total cost (est.)					\$11,000	\$11,000	\$11,000	\$22,000	\$12,000	\$12,000	\$12,000
	Requested FY 2022/2023	4							\$22,000			
	Authorized	2							\$11,000			
	Requested FY 2023/2024	4								\$12,000		
	Authorized											
PAGE 2 OF 2												
2023-2024 requested items										\$156,250		

CITY OF WEST LAKE HILLS MAINTENANCE LIST

ID	Street	Description	Est. Drainage Cost*	Est. Street Cost	Est. Total Cost	Year	Estimated Annual Cost
1	ROAD RUNNER ROAD	Culvert Replacement and Paving	\$ 100,000	\$ 200,000	\$ 300,000		
2	ROCKY RIVER ROAD	Mill & Overlay	\$ -	\$ 254,400	\$ 254,400		
3	WREN VALLEY CV	Full Depth Repair	\$ -	\$ 138,000	\$ 138,000		
4	SPURLOCK VALLEY RD	Drainage and Pavement	\$ 229,000	\$ 34,000	\$ 263,000		
5	LIVE OAK RIDGE RD	Surface Preservation + Patching x1		\$ 19,961	\$ 19,961		
6	LAS LOMAS	Surface Preservation + Patching x1	\$ 45,000	\$ 31,830	\$ 76,830		
7	PARKWOOD CT	Surface Preservation + Patching x1	\$ -	\$ 3,715	\$ 3,715		
8	HARBOR VIEW DR	Surface Preservation + Patching x1	\$ -	\$ 2,525	\$ 2,525		
9	OLD STONEHEDGE	Surface Preservation	\$ -	\$ 2,423	\$ 2,423		
10	BUTLER CV	Surface Preservation	\$ -	\$ 4,119	\$ 4,119		
11	WESTLAKE DR	Crack Seal	\$ -	\$ 4,309	\$ 4,309		
12	YAUPON VALLEY RD	Crack Seal	\$ -	\$ 9,663	\$ 9,663		
13	SPRAGUE LN	Crack Seal	\$ -	\$ 1,295	\$ 1,295		
14	CORTONA DR	Crack Seal	\$ -	\$ 2,145	\$ 2,145	2023	\$ 1,105,249
15	MC CONNELL DR	Crack Seal	\$ -	\$ 1,737	\$ 1,737		
16	WILD CAT HOLW	Crack Seal	\$ -	\$ 4,162	\$ 4,162		
17	CORTONA DR	Crack Seal	\$ -	\$ 622	\$ 622		
18	WEST SPRING DR	Crack Seal	\$ -	\$ 1,236	\$ 1,236		
19	MC CONNELL DR	Crack Seal	\$ -	\$ 3,297	\$ 3,297		
20	BLACKACRE TRL	Crack Seal	\$ -	\$ 990	\$ 990		
21	CORTONA DR	Crack Seal	\$ -	\$ 1,014	\$ 1,014		
22	LITTLE BEND RD	Crack Seal	\$ -	\$ 1,903	\$ 1,903		
23	CIRCLE RIDGE DR	Crack Seal	\$ -	\$ 3,220	\$ 3,220		
24	CORTONA CV	Crack Seal	\$ -	\$ 450	\$ 450		
25	SKYLINE DR	Crack Seal	\$ -	\$ 2,240	\$ 2,240		
26	CARRARA	Crack Seal	\$ -	\$ 992	\$ 992		
27	CANYON CREEK	Crack Seal	\$ -	\$ 1,000	\$ 1,000		

CITY OF WEST LAKE HILLS MAINTENANCE LIST

ID	Street	Description	Est. Drainage Cost*	Est. Street Cost	Est. Total Cost	Year	Estimated Annual Cost
28	N PEAK RD	Drainage and Pavement	\$ 56,388	\$ 249,825	\$ 306,213		
29	CEDAR PARK DR	Drainage and Pavement	\$ 40,000	\$ 95,425	\$ 135,425		
30	WESTLAKE DR	Surface Preservation + Patching x1	\$ -	\$ 12,666	\$ 12,666		
31	HULL CIR	Surface Preservation + Patching x1	\$ -	\$ 25,844	\$ 25,844		
32	HIDDEN CV	Surface Preservation + Patching x1	\$ -	\$ 5,478	\$ 5,478		
33	MADRONE RD	Surface Preservation	\$ -	\$ 12,629	\$ 12,629		
34	OLD STONEHEDGE	Full Depth Reconstruction	\$ -	\$ 44,296	\$ 44,296	2024	\$ 828,593
35	WILD CAT HOLW	Crack Seal	\$ -	\$ 6,108	\$ 6,108		
36	BLACKACRE TRL	Mill & Overlay + Patching x1	\$ -	\$ 61,578	\$ 61,578		
37	ROCKY LEDGE RD	Mill & Overlay + Patching x1	\$ -	\$ 73,599	\$ 73,599		
38	ALLEGRO LN	Mill & Overlay + Patching x1	\$ -	\$ 31,670	\$ 31,670		
39	BENT TREE CT	Mill & Overlay + Patching x1	\$ 10,000	\$ 46,907	\$ 56,907		
40	CANYON VW	Mill & Overlay + Patching x1	\$ -	\$ 44,044	\$ 44,044		
41	BASIN LEDGE EAST	Mill & Overlay + Patching x1	\$ -	\$ 12,137	\$ 12,137		

CITY OF WEST LAKE HILLS MAINTENANCE LIST

ID	Street	Description	Est. Drainage Cost*	Est. Street Cost	Est. Total Cost	Year	Estimated Annual Cost
42	BUCKEYE TRL	Crack Sealing	\$ 73,575	\$ 177,450	\$ 251,025		
43	SKYLINE DR	Patch Repairs	\$ 75,000	\$ 128,750	\$ 203,750		
44	WESTBROOK DR	Surface Preservation + Patching x2	\$ -	\$ 14,743	\$ 14,743		
45	LOMA LINDA	Full Depth Reconstruction	\$ -	\$ 122,782	\$ 122,782		
46	YAUPON VALLEY RD	Crack Seal	\$ -	\$ 8,858	\$ 8,858		
47	SUGAR CREEK DR	Mill & Overlay + Patching x1	\$ -	\$ 121,558	\$ 121,558		
48	BUENA VISTA CIR	Mill & Overlay	\$ -	\$ 16,594	\$ 16,594		
49	WESTBANK DR	Surface Preservation + Patching x1	\$ -	\$ 55,929	\$ 55,929		
50	YAUPON VALLEY RD	Surface Preservation	\$ -	\$ 27,668	\$ 27,668		
51	CAMP CRAFT RD	Surface Preservation	\$ -	\$ 30,805	\$ 30,805		
52	WOODVIEW CT	Surface Preservation + Patching x1	\$ -	\$ 3,837	\$ 3,837		
53	OAK RIDGE DR	Surface Preservation + Patching x1	\$ -	\$ 7,422	\$ 7,422		
54	FOREST VIEW DR	Surface Preservation + Patching x1	\$ -	\$ 3,105	\$ 3,105		
55	MANOR RIDGE CT	Surface Preservation + Patching x1	\$ -	\$ 2,859	\$ 2,859		
56	REVEILLE RD	Surface Preservation + Patching x1	\$ -	\$ 29,865	\$ 29,865		
57	OAK RIDGE DR	Surface Preservation + Patching x1	\$ -	\$ 7,449	\$ 7,449		
58	LAS LOMAS DR	Surface Preservation + Patching x1	\$ -	\$ 9,815	\$ 9,815		
59	CARAVAN CIR	Surface Preservation + Patching x1	\$ -	\$ 15,322	\$ 15,322		
60	LAS BRISAS DR	Surface Preservation + Patching x1	\$ -	\$ 7,033	\$ 7,033	2025	\$ 1,083,270
61	HILLCREST CT	Surface Preservation + Patching x1	\$ -	\$ 5,436	\$ 5,436		
62	OAK RIDGE DR	Surface Preservation + Patching x1	\$ -	\$ 7,799	\$ 7,799		
63	HILLCREST CT	Surface Preservation + Patching x1	\$ -	\$ 5,747	\$ 5,747		
64	LAS BRISAS DR	Surface Preservation + Patching x1	\$ -	\$ 18,484	\$ 18,484		
65	OAK VALLEY DR	Surface Preservation + Patching x1	\$ -	\$ 4,499	\$ 4,499		
66	LIMERICK LN	Surface Preservation + Patching x1	\$ -	\$ 2,978	\$ 2,978		
67	OLD STONEHEDGE	Surface Preservation + Patching x1	\$ -	\$ 8,593	\$ 8,593		
68	ROCKY RIVER CV	Surface Preservation	\$ -	\$ 9,115	\$ 9,115		
69	WESTHAVEN DR	Surface Preservation	\$ -	\$ 8,924	\$ 8,924		
70	WEST SPRING DR	Surface Preservation	\$ -	\$ 12,265	\$ 12,265		
71	WESTHAVEN DR	Surface Preservation	\$ -	\$ 17,329	\$ 17,329		
72	OX EYE TRL	Surface Preservation	\$ -	\$ 5,071	\$ 5,071		
73	WOOD TRL	Surface Preservation	\$ -	\$ 7,546	\$ 7,546		
74	DOWNIE PL	Surface Preservation	\$ -	\$ 2,355	\$ 2,355		
75	SUNDOWN PKWY	Surface Preservation	\$ -	\$ 5,277	\$ 5,277		
76	DOUBLE BEND BACK RD	Surface Preservation	\$ -	\$ 3,050	\$ 3,050		
77	WESTBROOK DR	Surface Preservation	\$ -	\$ 13,716	\$ 13,716		
78	BLUE RIDGE TRL	Surface Preservation	\$ -	\$ 1,775	\$ 1,775		
79	EALES SCHOOL RD	Crack Seal	\$ -	\$ 2,893	\$ 2,893		

CITY OF WEST LAKE HILLS MAINTENANCE LIST

ID	Street	Description	Est. Drainage Cost*	Est. Street Cost	Est. Total Cost	Year	Estimated Annual Cost
80	WASHINGTON CUTOFF	Mill & Overlay + Patching x1	\$ -	\$ -	\$ -		
81	REDBUD CV	Mill & Overlay + Patching x1	\$ -	\$ -	\$ -		
82	OAK RIDGE DR	Mill & Overlay + Patching x1	\$ -	\$ -	\$ -		
83	LAS LOMAS CT	Mill & Overlay + Patching x1	\$ -	\$ -	\$ -		
84	ROCK CREEK DR	Mill & Overlay + Patching x2	\$ -	\$ -	\$ -		
85	CALITHEA RD	Mill & Overlay + Patching x1	\$ -	\$ -	\$ -		
86	SWIFTCURRENT TRL	Mill & Overlay + Patching x1	\$ -	\$ -	\$ -		
87	TERRACE MOUNTAIN CV	Mill & Overlay	\$ -	\$ -	\$ -		
88	SPILLER LN	Surface Preservation + Patching x1	\$ -	\$ -	\$ -		
89	CIRCLE RIDGE DR	Surface Preservation + Patching x1	\$ -	\$ -	\$ -		
90	CRESTWOOD CT	Surface Preservation	\$ -	\$ -	\$ -		
91	SPLIT RAIL TRL	Surface Preservation	\$ -	\$ -	\$ -		
92	WESTWOOD TER	Surface Preservation	\$ -	\$ -	\$ -		
93	OLD WAGON RD	Surface Preservation	\$ -	\$ 18,134	\$ 18,134		
94	LOST CANYON	Surface Preservation	\$ -	\$ 18,650	\$ 18,650		
95	FOREST VIEW DR	Crack Seal	\$ -	\$ 3,096	\$ 3,096		
96	BULIAN LN	Surface Preservation	\$ -	\$ 6,966	\$ 6,966		
97	JEFFERY PL	Surface Preservation	\$ -	\$ 6,620	\$ 6,620		
98	BUCKEYE TRL	Surface Preservation	\$ -	\$ 32,145	\$ 32,145		
99	SUGAR SHACK DR	Surface Preservation	\$ -	\$ 14,236	\$ 14,236		
100	FLINTRIDGE RD	Surface Preservation	\$ -	\$ 23,611	\$ 23,611		
101	LAS LOMAS DR	Surface Preservation	\$ -	\$ 27,815	\$ 27,815		
102	OLD BEE CAVES RD	Surface Preservation	\$ -	\$ 8,703	\$ 8,703		
103	COQUINA LN	Surface Preservation	\$ -	\$ 11,948	\$ 11,948		
104	BULIAN LN	Surface Preservation	\$ -	\$ 4,221	\$ 4,221		
105	WESTBROOK DR	Surface Preservation	\$ -	\$ 13,289	\$ 13,289		
106	WESTBROOK DR	Surface Preservation	\$ -	\$ 9,088	\$ 9,088		
107	LIVE OAK RIDGE RD	Surface Preservation	\$ -	\$ 8,189	\$ 8,189		
108	OLD STABLE LN	Surface Preservation	\$ -	\$ 9,547	\$ 9,547		
109	RIDGEWOOD RD	Surface Preservation	\$ -	\$ 13,220	\$ 13,220		
110	SPLIT RAIL TRL	Surface Preservation	\$ -	\$ 3,531	\$ 3,531		
111	BULIAN LN	Surface Preservation	\$ -	\$ 9,646	\$ 9,646	2026	\$ 607,189
112	BLUFF PARK CIR	Surface Preservation	\$ -	\$ 17,733	\$ 17,733		
113	LIVE OAK CIR	Surface Preservation	\$ 65,000	\$ 24,080	\$ 89,080		
114	RIDGEMONT CT	Surface Preservation	\$ -	\$ 2,552	\$ 2,552		
115	CEDAR OAK DR	Surface Preservation	\$ -	\$ 18,034	\$ 18,034		
116	GREGORY PL	Surface Preservation	\$ -	\$ 4,879	\$ 4,879		
117	RAINBOW CV	Surface Preservation	\$ -	\$ 4,478	\$ 4,478		
118	BASIN LEDGE	Surface Preservation	\$ -	\$ 4,689	\$ 4,689		
119	E LEDGEWAY	Surface Preservation	\$ -	\$ 2,721	\$ 2,721		
120	BASIN LEDGE	Surface Preservation	\$ -	\$ 2,083	\$ 2,083		
121	CANYON CREEK	Surface Preservation	\$ -	\$ 1,755	\$ 1,755		
122	BASIN LEDGE	Surface Preservation	\$ -	\$ 4,118	\$ 4,118		

CITY OF WEST LAKE HILLS MAINTENANCE LIST

ID	Street	Description	Est. Drainage Cost*	Est. Street Cost	Est. Total Cost	Year	Estimated Annual Cost
123	W LEDGEWAY	Surface Preservation	\$ -	\$ 17,890	\$ 17,890	2026 (CONT.)	
124	S WILD BASIN	Surface Preservation	\$ -	\$ 5,692	\$ 5,692		
125	STRATFORD RESERVE PL	Surface Preservation	\$ -	\$ 5,255	\$ 5,255		
126	VALBELLA LN	Surface Preservation	\$ -	\$ 6,040	\$ 6,040		
127	SWEET SKY RD	Surface Preservation	\$ -	\$ 4,863	\$ 4,863		
128	DOE TRL	Full Depth Reconstruction	\$ -	\$ 98,330	\$ 98,330		
129	LEDGEWAY E	Full Depth Reconstruction	\$ -	\$ 36,296	\$ 36,296		
130	OLD STONEHEDGE	Crack Seal	\$ -	\$ 557	\$ 557		
131	KONSTANTY CIR	Crack Seal	\$ -	\$ 3,574	\$ 3,574		
132	BLACKACRE TRL	Crack Seal	\$ -	\$ 2,251	\$ 2,251		
133	ROCKY LEDGE RD	Crack Seal	\$ -	\$ 2,691	\$ 2,691		
134	ALLEGRO LN	Crack Seal	\$ -	\$ 1,158	\$ 1,158		
135	BENT TREE CT	Crack Seal	\$ -	\$ 1,715	\$ 1,715		
136	CANYON VW	Crack Seal	\$ -	\$ 1,610	\$ 1,610		
137	BASIN LEDGE EAST	Crack Seal	\$ -	\$ 444	\$ 444		
138	BRADY LN	Crack Seal	\$ -	\$ 4,533	\$ 4,533		
139	RIDGEWOOD RD	Crack Seal	\$ -	\$ 5,747	\$ 5,747		
140	GENTRY DR	Crack Seal	\$ -	\$ 327	\$ 327		
141	LAUREL VALLEY CV	PCC Slight Pnl Rplcmnt (<10%)	\$ -	\$ 13,440	\$ 13,440		

CITY OF WEST LAKE HILLS MAINTENANCE LIST

ID	Street	Description	Est. Dralange Cost *	Est. Street Cost	Est. Total Cost	Year	Estimated Annual Cost
142	Nob Hill Cir Pavement	Patch Reapirs	\$ 75,000	\$ 146,300	\$ 221,300		
143	Windsong Trl Pavement	Patch Repairs	\$ 70,000	\$ 159,900	\$ 229,900		
144	WINDSONG TRL	Surface Preservation + Patching x1	\$ -	\$ -	\$ -		
145	NOB HILL CIR	Surface Preservation	\$ -	\$ -	\$ -		
146	ROCKY RIVER RD	Full Depth Reconstruction	\$ -	\$ 176,662	\$ 176,662	2027	\$ 738,799
147	BEAVER TRL	Full Depth Reconstruction	\$ -	\$ 104,094	\$ 104,094		
148	SUGAR CREEK DR	Crack Seal	\$ -	\$ 4,458	\$ 4,458		
149	LOMA LINDA	Crack Seal	\$ -	\$ 1,548	\$ 1,548		
150	BUENA VISTA CIR	Crack Seal	\$ -	\$ 837	\$ 837		

Property Tax Calculations

2018 Total Taxable \$2,159,747,675	2019 Total Taxable \$2,306,765,290	2020 Total Taxable \$2,392,071,929	2021 Total Taxable \$2,595,827,009	2022 Total Taxable \$3,082,580,491	2023 Total Taxable \$3,256,385,556		Change 2022 to 2023 5.64%	
2018 Appraised Value \$2,472,920,507	2019 Appraised Value \$2,601,569,449	2020 Appraised Value \$2,663,870,394	2021 Appraised Value \$ 2,993,334,812	2022 Appraised Value \$ 4,244,779,564	2023 Appraised Value \$ 4,626,027,678		8.98%	
2018 Total Taxable w/o New Property \$2,121,704,553	2019 Total Taxable w/o New Property \$2,287,786,240	2020 Total Taxable w/o New Property \$2,378,704,779	2021 Total Taxable w/o New Property \$2,568,195,185	2022 Total Taxable w/o New Property \$3,064,117,141	2023 Total Taxable w/o New Property \$3,209,316,649		4.74%	
2018 Voter-Approval Rate 0.7000	2019 Voter-Approval Rate 0.0714	2020 Tax Rate 0.0786	2021 Tax Rate 0.0786	2022 Tax Rate-Voter Approval Rate 0.1504	2023 Tax Rate-Voter Approval Rate 0.1474		-1.99%	
Average Appraised Value of Residence with a homestead exemption:								
2018 Average Appraised Residence \$1,281,233	2019 Average Appraised Residence \$1,380,826	2020 Average Appraised Residence \$1,362,306	2021 Average Appraised Residence \$1,639,087	2022 Average Appraised Residence \$2,584,484	2023 Average Appraised Residence \$2,792,534		8.05%	
Average Taxable Value of Residence with a homestead exemption:								
2018 Average Taxable Residence \$1,163,975	2019 Average Taxable Residence \$1,275,855	2020 Average Taxable Residence \$1,329,391	2021 Average Taxable Residence \$1,449,652	2022 Average Taxable Residence \$1,698,274	2023 Average Taxable Residence \$1,849,101		8.88%	
2018 Collection Rate 99%	2019 Collection Rate 99%	2020 Collection Rate 99%	2021 Collection Rate 99%	2022 Collection Rate 99%	2023 Collection Rate 99%			
Rate	Maintenance & Operations Rate	Debt Rate	Average \$ Increase/Decrease (actual rate)	Average \$ Increase (No New Revenue Rate)	Tax on Average Residence	Estimated Tax Levy		Increase over Last Years Tax Levy
0.1424	0.1004	0.0420	-\$148.48	\$1,179.17	\$2,632.57	\$4,636,201	No New Revenue Rate	\$0
0.1474	0.1054	0.0420	-\$55.84	\$92.64	\$2,725.21	\$4,799,261	Voter-Approval Rate	\$163,060
0.1504	0.1084	0.0420	\$0.00	\$148.48	\$2,781.05	\$4,897,604	Current Rate	\$261,403
0.1577	0.1157	0.0420	\$134.98	\$283.47	\$2,916.03	\$5,135,320	De Minimis Rate	\$499,119
as of 5/5/23								