



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, July 9, 2025 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 9th day of July 2025 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 - Join Zoom Meeting at <https://us02web.zoom.us/j/3499549035>
Or 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 9, 2025.

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 25, 2025 Regular Meeting Minutes.
 - b. Approval of the July 2, 2025 Workshop Minutes.
 - c. Approval of modifications to equipment at the wireless communication facility located at 911 1/2 Westlake Drive requested by Crown Castle on behalf of Tenant and authorizing the City Administrator to execute the same.
4. **Land Use 109 Stratford Reserve Place** - Discuss and consider action on the following variances for a fence:

1. Placement of a vehicle gate that causes stacking not on private property, but into the public street (Section 22.03.173(d)(5)).
2. Front yard fence and gate encroaching up to the front property line into the 30-foot front yard fence setback (Section 22.03.173(d)(6)(B)(ii)).
3. Side yard fence encroaching approximately 21.5 feet into front-yard fence setback (Section 22.03.173(d)(7)).
4. Exceeding required 6 foot maximum by 10.5 feet (16.5 feet from existing grade) on west side of property and 2 feet (8 feet from existing grade) along front of property (Section 22.03.173(d)(9)).

Applicant: Racy Haddad, Husch Blackwell, LLP

5. Finance Discuss and consider action on the Fiscal Year 2025-26 Proposed Budget.
6. Administration Receive an update and consider possible action regarding City of West Lake Hills v. Jaffe - 1405 Wildcat Hollow.
7. Adjournment

Approved by: James Vaughan, Mayor

Certificate

I certify that the above Notice of the July 9, 2025 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Thursday, July 3, 2025 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 accommodation 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 25, 2025 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Vaughan called the meeting to order at 7:00 p.m.

CITY COUNCIL PRESENT:

Mayor James Vaughan
Mayor Pro Tem Gordon Bowman
Dana Harmon
Brian Plunkett
Beth South
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard (remote)
Director of BDS Jennifer Bills
Chief of Police Scott Gerdes
City Attorney Charles E. Zech

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 Vaughan opened the meeting for public comments. Hearing none, the public comment section was closed.

3. Administration Discuss and consider approval of the June 11, 2025 Regular Meeting Minutes.

MOTION: Upon a motion made by Councilmember Harmon and a second by Councilmember Bowman, the Council voted five (5) for and none (0) opposed to approve the June 11, 2025 Regular Meeting Minutes as presented. Motion carried.

4. Ordinance Hold a public hearing and consider action on Ordinance 2025-005 amending the code of ordinances regarding public notifications for building and development related applications.

Director Bills gave a brief summary. The proposal to standardize notices to 15-days would include zoning changes, variances, special use permits, unified development, and replats. ZAPCO recommended approval with the addition of a sign notification requirement for all subdivision applications that go to ZAPCO/City Council. City Attorney Zech stated that, due to statute language, all areas that referenced fifteen and/or ten days should be changed to sixteen and/or eleven days.

MOTION: Upon a motion made by Councilmember Bowman and a second by

Councilmember Harmon, the Council voted five (5) for and none (0) opposed to approve the ordinance as discussed, including specifically the number of days as specified by the City Attorney. Motion carried.

5. Administration Discuss and consider action on approval of a Master Professional Services Agreement for City Engineering Services and On-call Civil Engineering Services with Colliers Engineering & Design, Inc. and Work Orders related to General Engineering, Development Plan Review, and Street Maintenance and authorizing the City Administrator to execute related documents.

City Administrator Fletcher gave a summary. Bobby Torres with Colliers was on the ZOOM call to answer questions, if necessary. The Drainage Manual Review deadline has been set as September 1, 2025.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Bowman, the Council voted five (5) for and none (0) opposed to approve the Master Professional Services Agreement and the three (3) Work Orders with Colliers Engineering & Design, Inc. Motion carried.

6. Administration Discuss and consider action on approval of a Master Professional Services Agreement for Wastewater Engineering Services with HR Green and Work Order Number 1 and authorizing the City Administrator to execute related documents.

City Administrator Fletcher and Leigh Thomas with HR Green gave a summary.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember Harmon, the Council voted five (5) for and none (0) opposed to approve the Master Professional Services Agreement and Work Order Number 1 with HR Green and authorize the City Administrator to execute related documents. Motion carried.

7. Administration Discuss and consider action on a Service Level Agreement with UniVista.

City Administrator Fletcher gave a brief summary.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Walker, the Council voted five (5) for and none (0) opposed to approve the Service Level Agreement with UniVista. Motion carried.

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

Stephen Karp with AG|CM gave a presentation update on Proposition A.

Director Bills gave a presentation update on Proposition B.

9. Administration Receive an update and consider possible action regarding City of West Lake Hills v. Jaffe - 1405 Wildcat Hollow.

Director Bills gave an update. The property owner is working on a resubmittal due by Monday for the third review cycle (60 days). Easements, license to encroach, and variances are still needed. Staff and engineers continue to have Thursday meetings to discuss the project. A permit is anticipated in September.

10. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess into Executive Session (closed meeting) to discuss the following:
 - a. Section 551.074 - Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee: City Administrator Annual Evaluation.
 - b. Section 551.071 - Consultation with attorney regarding the authority to grant variances.

Council convened into Executive Session at 7:47 p.m.

11. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding deliberation regarding annual evaluation of city administrator and consultation with attorney.

Council reconvened in Open Session at 9:18 p.m. No action was taken.

12. Adjournment

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember Plunket. Mayor Vaughan declared the meeting adjourned at 9:19 p.m.

Respectfully submitted,

JAMES VAUGHAN, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on July 9, 2025.

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL WORKSHOP
Wednesday, July 2, 2025 at 12:00 PM

1. Call to Order

With a quorum present, Mayor Vaughan called the workshop to order at 12:05 p.m.

CITY COUNCIL PRESENT:

Mayor James Vaughan
Dana Harmon
Beth South
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Finance Director Vonda Ragsdale
Director of BDS Jennifer Bills
Chief of Police Scott Gerdes

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 Vaughan opened the meeting for public comments. Randy Lee gave a compliment to staff for responding to a noise complaint. He also complimented Mayor Vaughan, stating that he made a difference in the ash juniper issue before the Legislature. The Mayor thanked Randy for his efforts on this issue. **Hearing no further comments, the public comment section was closed.**

3. Administration Discuss the 89th Legislative Session update.

City Administrator Fletcher gave a presentation on bills that passed during the 89th Legislative Session that may have a direct impact on the city.

4. Administration Strategic Plan update.

City Administrator Fletcher provided an update to the Council. Reviewed the spreadsheet that was created to assist with managing tasks associated with the Strategic Plan.

5. Administration Discussion and review of the proposed budget for fiscal year 2025-26.

Finance Director Ragsdale gave a brief summary of the proposed budget for FY 2025-26. The following items were discussed:

- Budget overview summary
- Creation of new Facilities Department
- New Planner position added
- Quotes for janitorial services for the new building
- Reviewed department budget comparisons
- Discussed requests by departments
- New 8% employee contribution rate available September 1st for TMRS
- Reviewed new descriptions for reserve accounts
- Budget should reflect strategic priorities

6. Adjournment

Mayor adjourned the meeting at 1:22 p.m.

Respectfully submitted,

JAMES VAUGHAN, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on July 9, 2025.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>July 9, 2025</u>	Item Number:	<u>3c</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u>n/a</u>
	<u>Consent Letter</u>		
	<u>Summary of Proposed</u>		
	<u>Changes</u>		
Exhibits:	<u>Lease and Amendment</u>	Source of Funds:	<u>n/a</u>

Subject

Approval of modifications to equipment at the wireless communication facility located at 911 1/2 Westlake Drive requested by Crown Castle on behalf of Tenant and authorizing the City Administrator to execute the same.

Recommendation

Approval per the lease terms.

Discussion

AT&T is one of two tenants using the wireless telecommunication facility located at 911 1/2 Westlake Drive, behind the existing city hall. Crown Castle is seeking the City's (Landlord's) approval per the lease terms related to improving service and minimize the number of towers in an area where this property is located, AT&T Mobility intends to modify its equipment at the wireless communication facility.

The proposed scope of work is reflected in the attached summary of proposed changes. Approval of this item does not include approval of required permits.

The lease runs through February 29, 2036.



8020 Katy Fwy
Houston, TX 77024

Phone: (713) 570-3121
Email:
Veronica.Lawrence@crowncastle.com
www.crowncastle.com

July 3, 2025

VIA Email: vragdsdale@westlakehills.gov
cityadmin@westlakehills.org

CITY OF WESTLAKE HILLS
911 WESTLAKE DR
WEST LAKE HILLS, TX 78746

Re: BU 843907 / "RED BUD" / 911 1/2 WESTLAKE DRIVE, AUSTIN, TX 78746 ("Site")
Lease Agreement , dated March 12, 1991, as it may have been amended and assigned ("Lease")
Consent for modifications

Dear CITY OF WESTLAKE HILLS,

I am reaching out to you on behalf of CCATT ("Lessee") in order to obtain your consent as may be required by the Lease.

In order to better serve the public and minimize the amount of towers in an area where this property is located, AT&T Mobility intends to modify its equipment at the wireless communication facility (the "Modification").

Please provide your consent **on or before July 15, 2025** by signing below and returning one original to the address indicated above so that we may install AT&T Mobility's equipment as permitted under the Lease.

A prepaid envelope is included for your convenience. If you have any questions concerning this request, please contact Veronica Lawrence at (713) 570-3121 or Veronica.Lawrence@crowncastle.com

Sincerely,

Veronica Lawrence

Veronica Lawrence
Real Estate Specialist

Agreed and accepted _____
(Date)

(Lessor's signature)

(Lessor's name and title)

Summary of Proposed Changes

Scope of Work

What is the scope of work?

(ATT RAD 69')

(Crown ACL 68')

(Crown MCL 68')

(Tower)

- Remove (3) RRU32s B2.
- Remove (3) RRU32s B66.
- Remove all existing TMAs/diplexers.
- Remove all existing coax.
- Install (3) AIR 6419 B77G antennas in A3,B3,C3.
- Install (3) RRU 4890 B25/B66 cabled to A2,B2,C2.
- Install (3) 10' pipes to standoff arms for proposed RRU installs/relocates.
- Follow build standards for new/relocated equipment only.

(Ground)

- Remove existing Vertiv 48-24v DC converters.
 - Recable existing 24v equipment as required.
 - Convert existing DC power plant to 58v.
 - Install (5) Vertiv 48-58v DC converters in existing DC power plant.
 - Install (1) Vertiv 48v battery rack.
 - Install (4) 48v strings of 170aH batteries in proposed battery rack.
 - Install (6) 50A DC breakers in existing DC power plant for proposed AIR 6419 B77G and RRU 4890 B25/B66.
 - Install (2) 200A battery disconnect breakers in existing battery shelves.
- Existing Battery Disconnect - 100A

Market: Austin
Cell Site Name: Red Bud
Cell Site Number:
Cell Site Address:

RECEIVED
MAR 14 2001
CITY OF WEST LAKE HILLS

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by City of West Lake Hills, a municipality, with a Tax ID# of 74-1670452, having its principal office/ residence at 911 Westlake Drive, West Lake Hills, Travis County, Texas 78746-4599 (hereinafter referred to as "Landlord") and , Texas Cellular Telephone Company, L.P., a Delaware limited partnership, D/B/A AT&T Wireless , by AT&T Wireless Services of San Antonio, Inc., its general partner, having an office at 4544 South Lamar, Suite 600; Austin, Texas 78745-1500 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 911 Westlake Drive, City of West Lake Hills, Travis County, State of Texas 78746-4599 more fully described in the attached **Exhibit "A"** (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

1. **LEASE OF PREMISES.** (a) Landlord leases to Tenant a portion of the Property measuring approximately 50' x 50' or 2,500 square feet as described on attached **Exhibit B** (collectively the "Premises"), together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property.
2. **PERMITTED USE.** Tenant may use the Premises for the following: (i) transmission and reception of communications signals; (ii) to construct, install, operate, maintain, repair, replace, protect and secure, its communication fixtures and related equipment, cables, accessories and improvements (collectively, the "Communication Facility"); including the right to construct a wireless communications tower along with any number of associated antennas, equipment shelters, fencing and any other accessories necessary to the successful and secure operation of the Communication Facility; and (iii) any activities related to the foregoing. Landlord and Tenant agree that **Exhibit B** shows the initial installation of Tenant and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit B**. Tenant has the right (i) to install and operate transmission cables from the equipment shelter to the antennas, electric lines from the main feed to the equipment shelter, and communication lines from the main entry point to the equipment shelter and (ii) to erect, construct or make Premise improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes includes the right to construct and maintain a six (6) foot privacy fence around the Premises or undertake any other appropriate means to restrict and secure access to the Premises approved by Landlord. All improvements by Tenant shall be subject to the prior written approval of the Landlord. Tenant agrees to construct, at its own expense, an 80' monopole tower and other improvements in accordance with the specifications set forth in Exhibit "C" attached to this Agreement. The plans and specifications to construct these improvements shall be submitted to the Landlord for prior approval.

3. APPROVALS. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement and agrees to reasonably assist Tenant with such applications.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.

4. INSTALLATIONS. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Premises. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. All such modifications shall be approved by the Landlord in writing prior to Tenant initiating such modifications.

5. TERM. (a) In the event Tenant exercises the Option, the initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month preceding the fifth anniversary of the Commencement Date.

amended (b) This Agreement will automatically renew for two (2) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, and the Extension Term and the Holdover Term are collectively referred to as the Term. ("Term").

6. RENT. (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord an initial annual rental payment of Twelve Thousand Dollars and no/100 (\$12,000.00), to Landlord, at the address set forth above, on or before the 1st day of each lease year in advance or to such other person, firm, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any due date. Rent will be prorated for any partial year. In the first year of each exercised Extension Term, the annual rent shall be increased by ten percent (10%) over the previous year's rent.

(b) Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 16 of this Agreement after the applicable cure periods;

~~(b)~~ by Tenant on sixty (60) days prior written notice, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if the Premises become unsuitable for Tenant's operation due to governmental regulations; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

~~(c)~~ by Tenant on sixty (60) days prior written notice, if Tenant determines, in its sole discretion that Tenant's use of the Premises (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Tenant's communications network based upon either technical or economic considerations in Tenant's sole discretion;

~~(d)~~ by Tenant on sixty (60) days prior written notice, if Tenant determines that interference by or to Tenant's use of the Premises cannot be resolved to Tenant's satisfaction;

(e) by Tenant immediately upon notice, if destruction or damage to the Premises or the taking thereof (by partial condemnation or otherwise) is sufficient, in Tenant's reasonable judgment, to adversely affect Tenant's use of the Premises; or

(f) by Tenant immediately upon notice, if Tenant determines, in its sole discretion, due to the title results, survey results or Tests, that the condition of the Premises is unsatisfactory or Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability.

(g) The Lease Agreement cannot be terminated by the Landlord prior to the expiration of the Second Extension Term except for termination rights provided under Paragraph 7(a). Notwithstanding anything herein to the contrary, upon the expiration of the Second Extension Term, the Landlord reserves the right to terminate this Lease Agreement upon 365 days written notice to Tenant only in the event Landlord relocates the municipal offices to another site. In this event, the Tenant shall be granted an option to enter into an additional separate Lease Agreement based on the same terms and conditions at the new location. If the Lease Agreement is terminated at the expiration of the Second Extension Term then Tenant agrees to dismantle and remove all improvements in accordance with the provisions set forth in paragraph 14 herein. Both parties agree and understand the fifteen year period is required in order for the Tenant to amortize the improvements over time.

+ (h) If this Agreement is terminated for any reason outlined in this paragraph, any prepaid rent will be refunded on a prorata basis.

8. INSURANCE. (a) Tenant will carry during the Term, at its own cost and expense, the

following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) Tenant will name the Landlord as an additional insured under its commercial general liability policy.

A certificate of insurance evidencing each policy required to be carried hereunder shall be delivered to Landlord upon execution of this Lease and thereafter as requested by Landlord. Tenant will require its insurance company to give at least thirty (30) days prior written notice of termination or cancellation of the policy to the additional insured, except for termination or cancellation for non-payment of premium, which notice will be ten (10) days.

(c) Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to the insured party's property (including rental value and business interruption) occurring during the term of this Agreement, Landlord and Tenant hereby releases and waives all claims (except for willful misconduct and negligence) against the other party, and against each of the other party's employees, agents, officers, and directors. Landlord and Tenant will make a reasonable effort to include in their property insurance policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

9. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Landlord's property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) (and their frequencies) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises as long as the existing radio frequency user(s) operate and continue to operate within their frequencies, and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its/their communication equipment. Both parties agree that this Lease is not to be construed to be an exclusive lease, license or franchise for the purposes of the Texas Constitution.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property or any of Landlord's other properties in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

10. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors

(b) To the extent permitted by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages.

11. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself thereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a Non-Disturbance and Attornment Agreement.

12. ENVIRONMENTAL. (a) Landlord represents, warrants and agrees that: (i) the Property and its uses and operations complies, and will comply, with all local, state and federal statutes or regulations, or ordinances pertaining to the environment or natural resources ("Environmental Laws"); (ii) the Property has not been used or allowed to be used by Landlord or, to the best of Landlord's knowledge, by any previous owner, to emit through ground, water or air, refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat, transport, or dispose of hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, petroleum products and their by-products, (collectively called "Hazardous Substance") as defined and regulated under any Environmental Laws; (iii) the Property has never been the subject of any federal or state Hazardous Substance related list; (iv) the Property has never required closure or clean-up of Hazardous Substance; and (v) no asbestos, Polychlorinated Biphenyls or other Hazardous Substance or underground or above ground storage tanks exist or have existed or will exist on the Property. Landlord warrants and represents that it will be solely liable for the clean-up and removal of Hazardous Substance and any related activities, including but not limited to the restoration of the Property related to Hazardous Substances now and in the future existing on the Property except to the extent generated by Tenant. Landlord will defend, indemnify and hold Tenant harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, consultant fees and expert witness fees, related to Landlord's breach of any of the above representations and warranties.

(b) Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable Environmental Laws. Tenant will not use, generate, release, manufacture, refine, produce, store, or dispose

of any Hazardous Substance on, under, or about the Premises, except for the use of sealed batteries for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property, or released into the environment that are directly caused by Tenant's use of the Premises.

(c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

13. ACCESS. Landlord will be permitted access to the Premises: (i) for emergencies without prior notice to Tenant, so long as Tenant is notified as soon thereafter as reasonably practicable; and (ii) with reasonable prior notice to Tenant to make necessary repairs; in all cases provided that Tenant's equipment, technology and proprietary interests remain secure and the Communication Facility's operation is not adversely affected.

At all times throughout the term of this Agreement, and at no additional charge to Tenant, Landlord will provide, as further set forth in Exhibit B, Tenant and its employees, agents, and subcontractors, with twenty-four hour, seven day access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Upon Tenant's request, Landlord will execute an easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord hereby agrees to grant an additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete will be removed to a depth of one foot below grade. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

15. MAINTENANCE ; UTILITIES. (a) Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. During any application period the Tenant will have the right to temporarily use Landlord's electricity and will pay the Landlord the current local utility rate for electric consumed by Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

16. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

17. ASSIGNMENT/SUBLEASE. (a) Landlord may assign this Agreement provided said assignee will assume, recognize and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Agreement.

(b) Tenant may assign this Agreement, in whole or in part, without any approval or consent of the Landlord, to any entity controlling, controlled by, or under common control with Tenant, or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. The Tenant will not have the right to sell, assign, or transfer this Agreement without prior written approval or consent of the Landlord to an entity with which Tenant has a contract to build sites. Tenant does not have the right to sublet the Premises, without Landlord's prior written consent or approval. Tenant will notify Landlord in writing of any such assignment.

(c) Tenant may not without the prior written consent of the Landlord, allow other non affiliated users ("Users") to locate at the Premises and use same pursuant to **Section 2** hereof.

18. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below

To Landlord: City Administrator _____
City of West Lake Hills _____

911 Westlake Drive _____
West Lake Hills, Texas 78746-4599 _____
Facsimile: (512____) 327-5232 _____ n/a _____

with a copy to: _____ n/a _____

Telephone: (____) _____
Facsimile: (____) _____

To Tenant: AT&T Wireless
Attn: Shared Property Analyst
4544 S. Lamar Boulevard, Suite 600
Austin, TX 78745-1500
Telephone: (800) 243-3114
Facsimile: (512) 436-7709

with a copy to: Mr. John R. McDonough
Senior Regional Counsel
AT&T Wireless Services
Legal Department
2729 Prospect Drive, Suite 200
Rancho Cordova, CA 95670
Telephone: (916) 843-6905
Facsimile: (916) 843-8585

Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

19. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

20. **TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, *i.e.*, roll-back taxes) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant.

21. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority.

The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

22. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

23. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any and all lien rights it may have statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's rights to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

24. MISCELLANEOUS.

(a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in

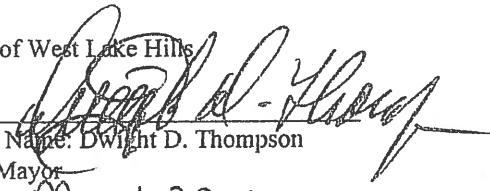
full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution hereof by Landlord and Tenant.

The undersigned has caused this Agreement to be executed this 22 day of March, 2001.

"LANDLORD"

City of West Lake Hills

By: 

Print Name: Dwight D. Thompson

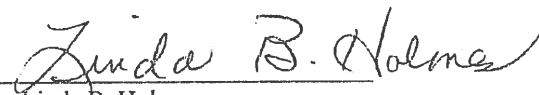
Its: Mayor

Date: March 22, 2001

"TENANT"

Texas Cellular Telephone Company, L.P., a Delaware limited partnership, D/B/A AT&T Wireless

By: AT&T Wireless Services of San Antonio, Inc., its general partner

By: 

Linda B. Holmes

System Development Manager

EXHIBIT A

The Property is legally described as follows:

Being Lot 1, RESUBDIVISION OF VILLAGE GREEN SECTION ONE, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 79, Page 335, Plat Records of Travis County, Texas

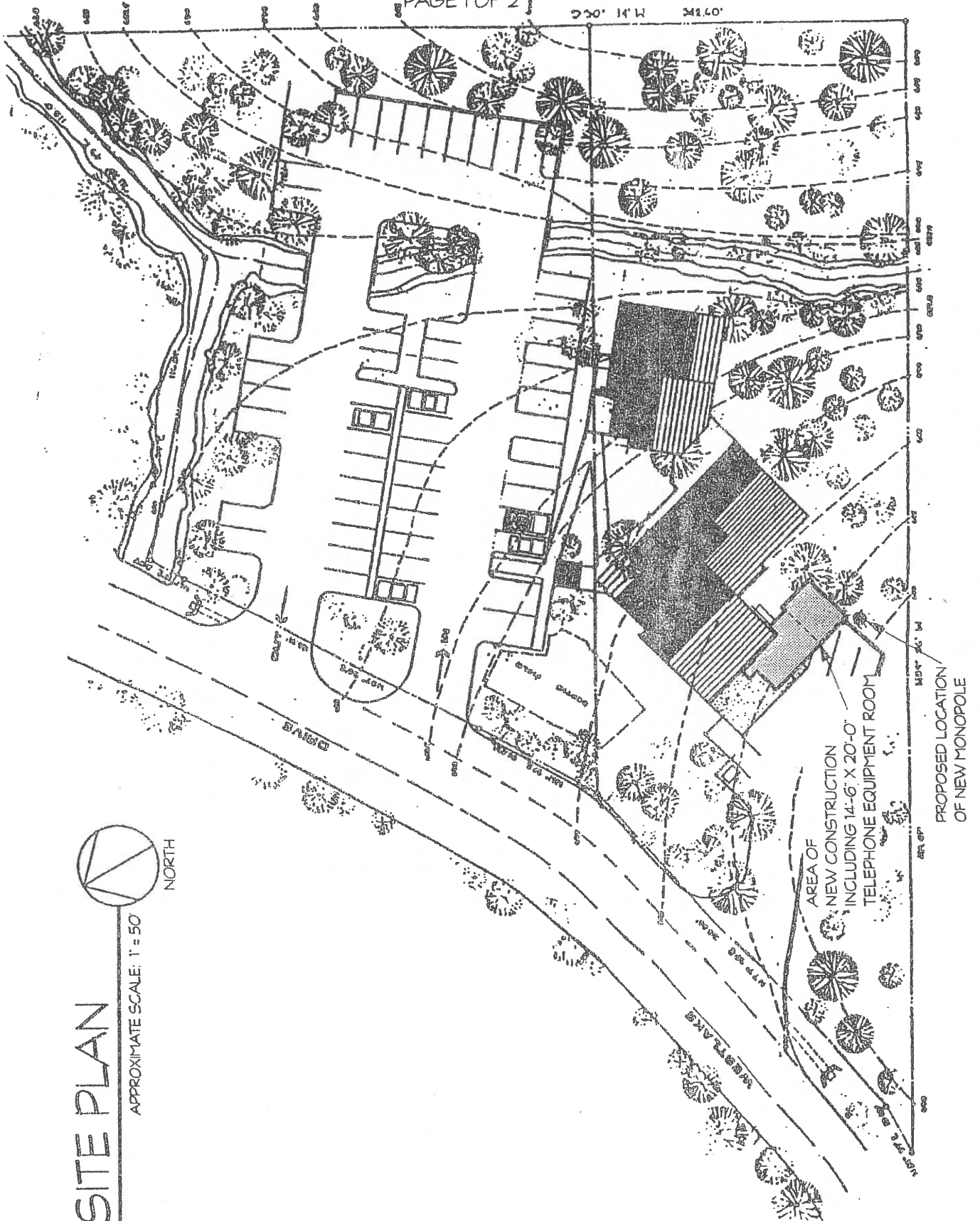
EXHIBIT B

The Premises is legally described as follows:

A 50' x 50' site or 2,500 sq. ft. A survey reflecting the premises including a metes and bounds description of the premises, utility easement and access easement will be provided to Landlord prior to construction for approval. Landlord's approval will not be unreasonably withheld, conditioned or delayed.

EXHIBIT B

PAGE 1 OF 2



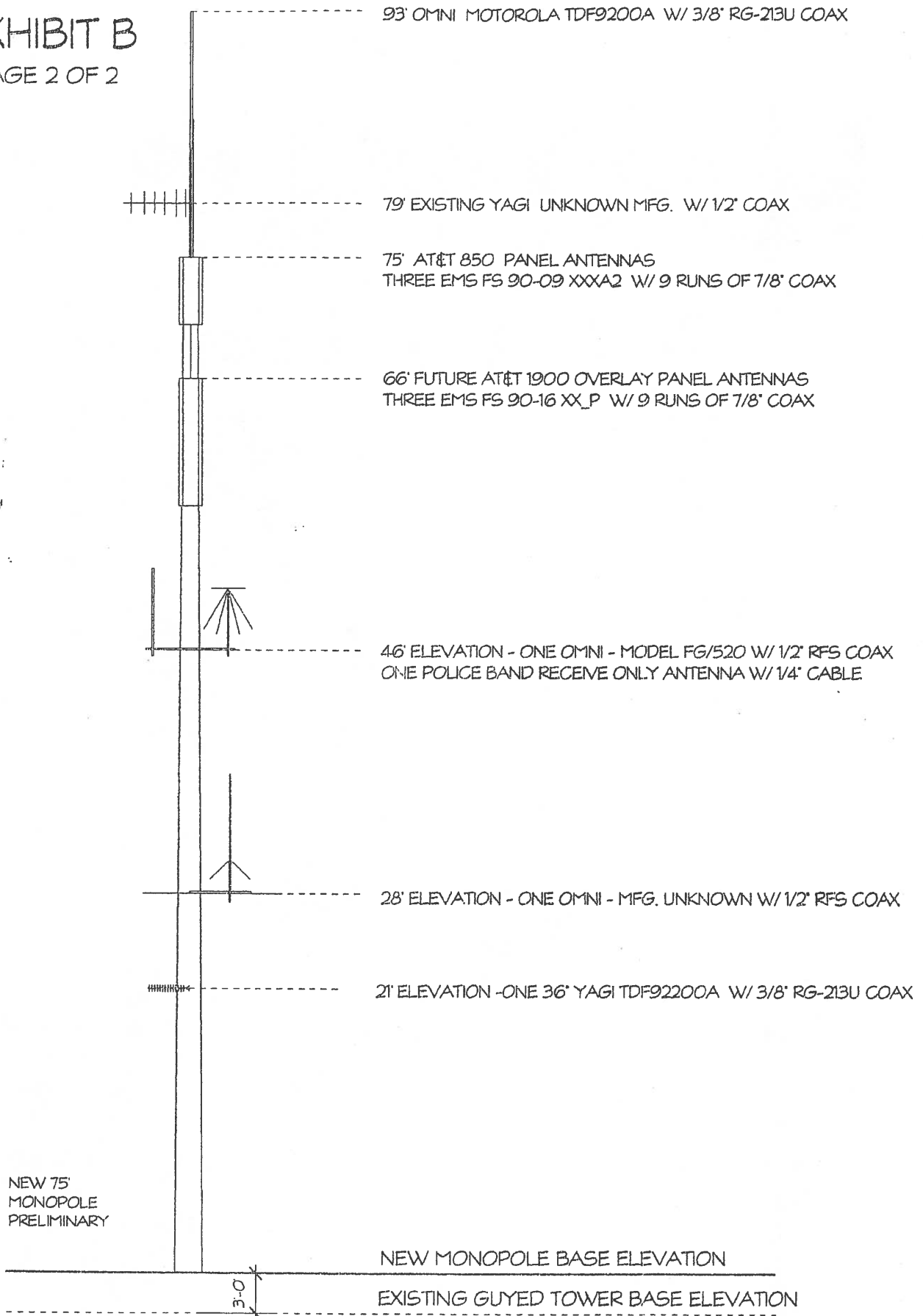
SITE PLAN

APPROXIMATE SCALE: 1" = 50'

NORTH

EXHIBIT B

PAGE 2 OF 2



CITY OF WESTLAKE HILLS / AT&T RED BUD CELLULAR SITE

12/8/00

SCALE 1" = 10'

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is entered into this 21ST day of NOVEMBER, 201~~8~~⁷, ("Effective Date") by and between CITY OF WEST LAKE HILLS, a municipality, with a mailing address of 911 Westlake Drive, West Lake Hills, Texas 78746 ("Landlord") and NCWPCS MPL 29 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its attorney in fact, CCATT LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and Texas Cellular Telephone Company, L.P., a Delaware limited partnership, D/B/A AT&T Wireless, by AT&T Wireless Services of San Antonio, Inc., its general partner ("Original Tenant") entered into a Lease Agreement dated March 22, 2001 (the "Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Travis County, Texas from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Property"); and

WHEREAS, NCWPCS MPL 29 - Year Sites Tower Holdings LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term of approximately five (5) years that expired on February 28, 2006. The Agreement provides for two (2) extensions of five (5) years each, both of which were exercised by Tenant. According to the Agreement, the final extension expired on February 29, 2016; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Term. Section 5(b) of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

Upon expiration of the Initial Term, this Agreement will automatically renew for two (2) additional five (5) year Term(s) and two (2) additional ten (10) year Term(s), with the final lease extension expiring on February 29, 2036 (each extension is referred to as an “**Extension Term**”), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

Landlord and Tenant hereby acknowledge that Tenant has exercised the two (2) Extension Terms of five (5) years each and the first Extension Term of ten (10) years, leaving a balance of one (1) ten (10) year Extension Term of ten (10) years.

3. One-Time Rent Increase. On March 1, 2016, the annual rent (“Rent”) shall increase to Thirty Thousand and 00/100 Dollars (\$30,000.00) per year. Such rent increase shall be in lieu of any rent increase scheduled to occur on the same date pursuant to the Agreement. Following such increase, the annual rent shall continue to adjust pursuant to the terms of this First Amendment.

4. Annual Rent Escalation. On March 1, 2017 and on the anniversary of that date each year thereafter (each an “Adjustment Date”), the annual Rent shall increase by an amount equal to two percent (2%) of the annual Rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace and be in lieu of any rent escalations scheduled to occur pursuant to the Agreement on or after March 1, 2017.

5. Landlord Consent to Sublease. Pursuant to Sections 2 and 17 of the Agreement, Landlord hereby consents to the collocation of Verizon Wireless at the Premises (“Verizon Collocation”), as more fully described in the drawings attached hereto as Exhibit B-1. Exhibit B to the Agreement is hereby amended by inserting Exhibit B-1 attached hereto after the final page

of the existing Exhibit B.

6. Collocation Rent. In consideration for the Landlord's consent for collocation at the Premises, Tenant agrees to submit to Landlord annually, in addition to its annual Rent, an annual fee for each collocation equal to Twenty Thousand and 00/100 Dollars (\$20,000.00) (the "Collocation Rent"), which Collocation Rent shall commence upon the initial installation of equipment for such collocation. The Collocation Rent for the collocation of Verizon Wireless shall commence on March 1, 2016. Thereafter, the Collocation Rent shall escalate at the same time and in the same manner as Rent set forth in Section 4 of this First Amendment and shall be due and payable on the Adjustment Date. If a collocation sublease expires or terminates for any reason, Tenant shall advise Landlord of the expiration or termination and Tenant shall no longer be obligated to pay the Collocation Rent for that expired or terminated collocation, however Tenant shall not be entitled to a refund of any prepaid Collocation Rent.

7. Termination. Sections 7(b), (c) and (d) of the Agreement are hereby deleted and replaced in their entirety with the following:

(b) by Tenant on twenty-four (24) months' prior written notice if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if the Premises become unsuitable for Tenant's operation due to governmental regulations; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on twenty-four (24) months prior written notice, if Tenant determines, in its sole discretion that Tenant's use of the Premises (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Tenant's communications network based upon either technical or economic considerations in Tenant's sole discretion;

(d) by Tenant on twenty-four (24) months prior written notice, if Tenant determines that interference by or to Tenant's use of the Premises cannot be resolved to Tenant's satisfaction;

Section 7 of the Agreement is further amended by adding a new subsection 7(h) to read as follows:

(h) by Landlord upon twenty-four (24) months' prior written notice to Tenant in the event that Landlord determines in good faith that the Premises are needed by Landlord for public purposes.

8. Right of First Refusal. If Landlord receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Landlord's interest in the Agreement including rent, or (vi) an option to acquire any of the foregoing, Landlord shall provide written notice to Tenant of said offer ("Landlord's Notice"), and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property described in the Landlord's Notice. If Tenant declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's Notice and the assignment shall be effective upon written notice to Landlord.

9. Governmental Approvals. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

10. Condemnation. Section 21 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

If Landlord receives notice of a proposed taking by eminent domain of any part of the Premises or the easements, Landlord will notify Tenant of the proposed taking within five (5) days of receiving said notice and Tenant will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Premises and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Premises and easements so taken. With either option Tenant shall have the right to contest the taking and directly pursue an award at Tenant's sole expense.

11. Ratification.

a) Landlord and Tenant agree that Tenant is the current tenant under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Landlord and Tenant with respect to the Premises.

b) Landlord agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Amendment. Tenant remains obligated, however, to submit the required annual rental payments in accordance with and relating back to the dates provided in Sections 3, 4 and 6 of this First Amendment.

c) Landlord and Tenant represent and warrant that each is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of their respective obligations under the Agreement as amended.

12. Notices. Tenant's notice address as stated in Section 18 of the Agreement is amended as follows:

To Tenant: NCWPCS MPL 29 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

13. IRS Form W-9. An IRS Form W-9 does not apply to the Landlord, a tax-exempt municipality. In the event, however, that the Property is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in the rent to the new landlord. The succeeding landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

14. Mandatory Disclosures. Texas law requires that vendors make certain disclosures. To the extent required and applicable under Texas law, within 30 days after execution of this Agreement, Tenant must submit to the City a copy of the Conflict of Interest Questionnaire form (Form CIQ) approved by the Texas Ethics Commission in accordance with Texas Local Government Code Chapter 176, and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (*see* Texas Government Code Chapter 2270). The Tenant must also complete and submit the Certificate of Interested Parties Form 1295, as required by the Texas Ethics Commission, and submit it to the Ethics Commission with a copy to the City. The form is available online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

15. Removal of Equipment on City Property. For the operation of its Communication Facility, Tenant installed communication equipment and accessories within an improvement or equipment shelter (*i.e.*, police department building) owned in part and maintained by Landlord on Landlord property. Should Landlord act to remove the existing improvement and construct new improvements, upon notice by the Landlord, and within 60 days of such notice, Tenant shall remove said equipment and accessories from the improvement or shelter. Tenant shall not unreasonably delay removal. Tenant shall be immediately subject to and shall pay Landlord a penalty for failure to timely and reasonably remove the equipment at a rate equivalent to delayed or consequential penalties or damages (*i.e.*, liquidated damages) Landlord suffers as a result of said delay. Landlord shall make a reasonable effort to accommodate the Tenant's equipment to a new location that is at least twelve feet by twenty-four feet on the Landlord's present site should removal of the Tenant's equipment and accessories be required under this Section.

16. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

17. Memorandum of First Amendment to Agreement. The parties hereto agree that this First Amendment should not and shall not be filed for record, but in lieu thereof, Landlord and Tenant shall execute a Memorandum of First Amendment to Lease Agreement, in the same or substantially similar form attached hereto as Exhibit A, to be recorded for the purpose of giving record notice of the appropriate provisions of this First Amendment. The Agreement and this First Amendment remain subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.

This First Amendment is executed by Landlord as of the date first written above.

LANDLORD:
CITY OF WEST LAKE HILLS,
a municipality

By: Vonda Raggsdale
Print Name: VONDA RAGSDALE
Title: INTERIM CITY ADMINISTRATOR

[Tenant Execution Page Follows]

This First Amendment is executed by Tenant as of the date first written above.

TENANT:
NCWPCS MPL 29 - YEAR SITES TOWER
HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: 
Print Name: Lisa A. Sedgwick
Title: Senior Transaction Manager

Exhibit A
(Memorandum of First Amendment)

(see attached)

WHEN RECORDED RETURN TO:

Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

With copy to:
Lacie Hale
City Secretary
City of West Lake Hills
911 Westlake Drive
West Lake Hills, Texas 78746

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

A.P.N. 114926

**MEMORANDUM OF FIRST AMENDMENT TO
LEASE AGREEMENT**

This Memorandum of First Amendment to Lease Agreement is made effective this 2/ST day of NOVEMBER, 201~~8~~⁹ by and between CITY OF WEST LAKE HILLS, a municipality, with a mailing address of 911 Westlake Drive, West Lake Hills, Texas 78746 ("Landlord") and NCWPCS MPL 29 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its attorney in fact, CCATT-LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Tenant").

1. Landlord and Texas Cellular Telephone Company, L.P., a Delaware limited partnership, D/B/A AT&T Wireless, by AT&T Wireless Services of San Antonio, Inc., its general partner ("Original Tenant") entered into a Lease Agreement dated March 22, 2001 (the "Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Travis County, Texas from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Property"). The Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. NCWPCS MPL 29 - Year Sites Tower Holdings LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant.

3. The Agreement had an initial term of approximately five (5) years that expired on February 28, 2006. The Agreement provides for two (2) extensions of five (5) years each, both of which were exercised by Tenant (each extension is referred to as an "Extension Term"). According to the Agreement, the final Extension Term expired February 29, 2016.

4. Landlord and Tenant have entered into a First Amendment to Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for two (2) additional Extension Terms of ten (10) years each. Pursuant to the First Amendment, the final Extension Term expires on February 29, 2036.

5. By the First Amendment, Landlord granted to Tenant the right of first refusal to purchase all, or a portion, of the Premises. Additional details of the foregoing right of first refusal are set forth in the First Amendment.

6. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

7. In the event of any inconsistency between this Memorandum and the First Amendment, the First Amendment shall control.

8. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:
CITY OF WEST LAKE HILLS,
a municipality

By: Vonda Ragsdale
Print Name: VONDA RAGSDALE
Title: INTERIM CITY ADMINISTRATOR

[Acknowledgment Appears on Following Page]

State of Texas

County of Texas

Before me, Mark Littrell, a Notary Public, on this day personally appeared Vonda Rayburn, Notary Christopher Adams of Blount County a Municipality, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of November, 2018²⁰¹⁹.



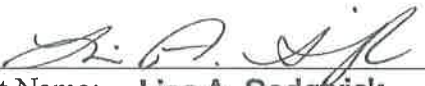
Mark Lehman Littrell
Notary Public's Signature

[Tenant Execution Page Follows]

TENANT:

NCWPCS MPL 29 - YEAR SITES TOWER
HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: 
Print Name: Lisa A. Sedgwick
Title: Senior Transaction Manager

[Acknowledgment Appears on Following Page]

State of Texas

County of Harris

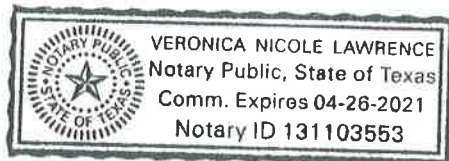
Before me, Veronica Lawrence, a Notary Public, on this day personally appeared Lisa Sedgwick, RET MANAGER of CCATT LLC, a Delaware limited liability company, as Attorney in Fact for NCWPCS MPL 29 - YEAR SITES TOWER HOLDINGS LLC, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of August, 2018.

V. Lawrence

(Personalized Seal)

Notary Public's Signature



**EXHIBIT A OF MEMORANDUM OF
FIRST AMENDMENT TO LEASE AGREEMENT**
(Legal Description of the Property)

LOT 1 VILLAGE GREEN SEC 1 RESUB

**EXHIBIT B-1 OF FIRST AMENDMENT
(Verizon Collocation Drawings)**

(see attached)

APPROVED Compound interior only

By Chris Holder at 10:31 am, Aug 17, 2017

DARK FIBER

SITE NAME:
LOCATION CODE:
PROJECT NUMBER:
AWS SITE NUMBER:

YAUPON VALLEY
159882
20161402134
204336A

PRELIMINARY DOCUMENTS

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF
BASIC INFORMATION ONLY. IT IS NOT TO BE USED FOR
CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE
WRITTEN PERMISSION OF VERIZON.

DATE: 08/16/2018

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

DATE: 08/16/2018

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

DATE: 08/16/2018

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

PROJECT SUMMARY

LATITUDE: 30° 17' 29.41" N

LONGITUDE: 87° 07' 59.70" W

GROUND ELEVATION: 4440' AML (NAD83)

SITE ADDRESS: 811 WESTLAKE DRIVE
WYOMING COUNTY
TOWNSHIP

CONSTRUCTION TYPE: UNARMED TELECOMMUNICATIONS

JURISDICTION: TARRANT COUNTY

SCOPE OF WORK

- 1) THE WIRELESS COMMUNICATIONS FACILITY IS NOT
INTENDED FOR HUMAN OCCUPANCY.
- 2) THE FACILITY SHALL BE DESIGNED TO PROVIDE WIRELESS
SIGNAL TO THE FOLLOWING:
- 3) THE SCOPE OF WORK COMBINES THE FOLLOWING:
A. TO CONDUCT SURVEY FROM POINT OF VIEW WITHIN
TO COMPANY
- B. INSTALLING EQUIPMENT IN WIRELESS PLATFORM

APPLICABLE CODES & STANDARDS

- INTERNATIONAL BUILDING CODE 2012 EDITION
- NATIONAL ELECTRICAL CODE 2014 EDITION
- AS ADOPTED BY LOCAL JURISDICTION

ENGINEERING SERVICES REPORT CARD

PLEASE SIGN THIS CARD BELOW TO FOLLOW THE PROVIDED WEB
ADDRESS TO A SIGNATURE OF THE ENGINEER. THE
QUALITY AND COMPLETENESS OF THESE DRAWINGS.

CONTACTS

APPLICANT:
VERIZON WIRELESS
CONTACT: LARRY LUGER
504 W. 7TH COUNTY FERRY, STE 100
SOUTHFALL, TX 75154

SITE ACQUISITION:
SCS WIRELESS, INC.
BALDWIN THORPE, SUITE 370
801 L. 10TH ST. W.
AUSTIN, TX 78718
PHONE: 512.243.8895

ENGINEER:
SCS WIRELESS, INC.
BALDWIN THORPE, SUITE 370
801 L. 10TH ST. W.
AUSTIN, TX 78718
CONTACT: JACK PERRY, P.E.
REGISTERED PROFESSIONAL ENGINEERING
TELECOMMUNICATIONS LICENSE 103830
PHONE: 512.243.8895
TOWNSHIP OWNER:
MRS. LESACQ DRIVE
WYOMING COUNTY, TX 75154

TELECO. UTILITY:

AT SITE

POWER UTILITY:

AT SITE

AERIAL MAP

TEAM SIGN-OFF

LESSOR/LICENSOR	SITE
CONSTRUCTION SUPERVISOR	DATE
UTILITY PROVIDER	DATE
CONSTRUCTION MANAGER	DATE

THE ABOVE SIGNED VERIZON APPROVE AND ACCEPT THESE DOCUMENTS
AND AUTHORIZED CONTRIBUTION TO PROCEED WITH THE CONSTRUCTION
DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE
COMPANY AND MAY BECOME CHANGED OR MODIFIED.

DRAWINGS INDEX

GENERAL SHEETS	TITLE SHEET	REVISION
C1	OVERALL SITE PLAN	-
C1.1	FIBER PATH PLAN	-
C1.2	EXTERIOR PHOTOS	-
C1.3	EXTERIOR PHOTOS	-
C2	PLATFORM PLAN	-
C2.1	INDOOR PHOTOS	-
C3	ONL DETAILS	-
NOTES	GENERAL NOTES	-
001	GENERAL NOTES	-
002	GENERAL NOTES	-

NOTE: DRAWING SCALES ARE FOR 11X17 SHEETS UNLESS OTHERWISE

HTTPS://WWW.ASMECROSS.COM/EXPORTCARD.HTML

FOR INFORMATION ONLY

PRELIMINARY DOCUMENTS

THESE DOCUMENTS ARE ISSUED FOR THE PURPOSE OF PROVIDING INFORMATION TO THE CLIENT. THEY ARE NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF KGI/O.

DATE: 09/05/2016

BY: [Signature]

FOR THE CLIENT: [Signature]

FOR THE ENGINEER: [Signature]

FOR THE ARCHITECT: [Signature]

FOR THE LANDSCAPE ARCHITECT: [Signature]

FOR THE CIVIL ENGINEER: [Signature]

FOR THE ELECTRICAL ENGINEER: [Signature]

FOR THE MECHANICAL ENGINEER: [Signature]

FOR THE PLUMBING ENGINEER: [Signature]

FOR THE HVAC ENGINEER: [Signature]

FOR THE STRUCTURAL ENGINEER: [Signature]

FOR THE GEOTECHNICAL ENGINEER: [Signature]

FOR THE ENVIRONMENTAL ENGINEER: [Signature]

FOR THE TRANSPORTATION ENGINEER: [Signature]

FOR THE MARINE ENGINEER: [Signature]

FOR THE AERONAUTICAL ENGINEER: [Signature]

FOR THE AGRICULTURAL ENGINEER: [Signature]

FOR THE FORESTRY ENGINEER: [Signature]

FOR THE FISHERY ENGINEER: [Signature]

FOR THE MINING ENGINEER: [Signature]

FOR THE PETROLEUM ENGINEER: [Signature]

FOR THE CHEMICAL ENGINEER: [Signature]

FOR THE METALLURGICAL ENGINEER: [Signature]

FOR THE CERAMIC ENGINEER: [Signature]

FOR THE POLYMER ENGINEER: [Signature]

FOR THE TEXTILE ENGINEER: [Signature]

FOR THE FOOD ENGINEER: [Signature]

FOR THE AGRICULTURAL ENGINEER: [Signature]

FOR THE FORESTRY ENGINEER: [Signature]

FOR THE FISHERY ENGINEER: [Signature]

FOR THE MINING ENGINEER: [Signature]

FOR THE PETROLEUM ENGINEER: [Signature]

FOR THE CHEMICAL ENGINEER: [Signature]

FOR THE METALLURGICAL ENGINEER: [Signature]

FOR THE CERAMIC ENGINEER: [Signature]

FOR THE POLYMER ENGINEER: [Signature]

FOR THE TEXTILE ENGINEER: [Signature]

FOR THE FOOD ENGINEER: [Signature]

verizon

KGI/O

KGI/O WIRELESS, INC.
ENGINEERING
10000 N. CENTRAL EXPRESSWAY
SUITE 200
AUSTIN, TX 78758
312.345.6789

SITE NAME:
YAUPON VALLEY

LOCATION CODE:
159882

SITE ADDRESS:
11111 W. CENTRAL EXPRESSWAY
SUITE 200
WEST LAKE HILLS, TX 78746

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DESIGNED BY: [Signature]
REVIEWED BY: [Signature]
DATE: 09/05/2016

NO.	DESCRIPTION	BY	DATE
1	REVISION		
2			
3			
4			

PROJECT TITLE:
EXTERIOR PHOTOS

SHEET NUMBER:
C1.2

1

MMHH LOCATION
SCALE: N.T.S.

2

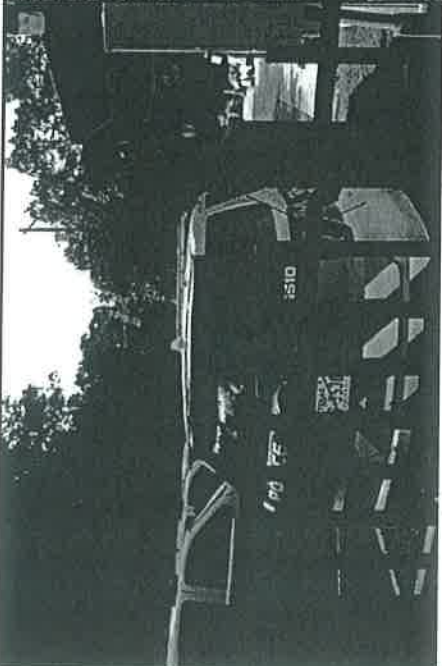
MMHH LOCATION
SCALE: N.T.S.

3

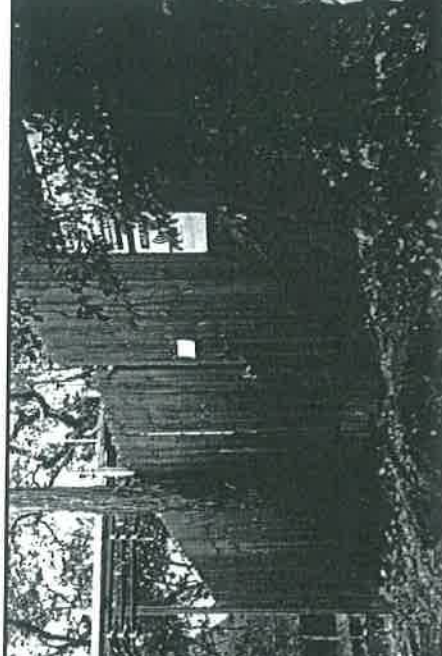
FIBER CONDUIT PATH
SCALE: N.T.S.

4

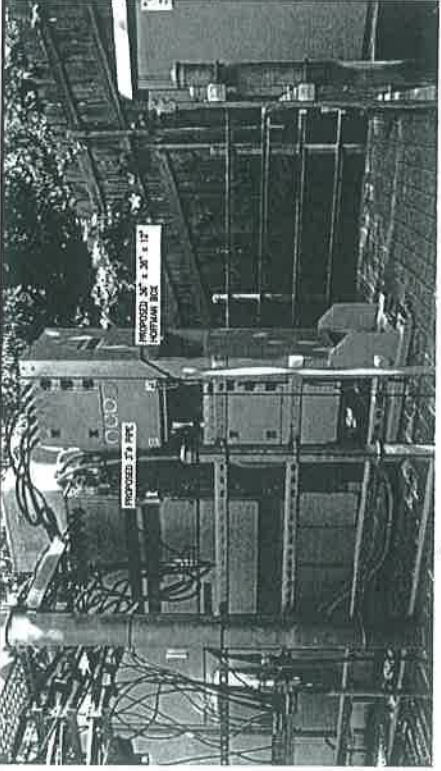
FIBER CONDUIT PATH
SCALE: N.T.S.



1 FIBER CONDUIT PATH
SCALE: N.T.S.



2 FIBER CONDUIT PATH
SCALE: N.T.S.



4 HOFFMAN BOX LOCATION
SCALE: N.T.S.

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 PROJECT MANAGER. ANY CHANGES TO THESE DOCUMENTS
 MUST BE APPROVED BY THE PROJECT MANAGER.

verizon

KGIO

FOR INQUIRIES, CONTACT:
 KGI ENGINEERING
 8005 LUG CREEK Pkwy
 Dallas, TX 75248
 214-343-5900

YAUPON VALLEY
 LOCATION CODE:
159882
 SITE ADDRESS:
 #111 WESTLAKE DRIVE
 WEST LAKE HILLS, TX 76068

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 FORM OR BY ANY MEANS, ELECTRONIC OR
 MECHANICAL, INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT
 THE EXPRESS WRITTEN CONSENT OF
 VERIZON WIRELESS. IT IS PROHIBITED.

ISSUED FOR:
 PROJECT NO. 159882
 PROJECT REV. 8

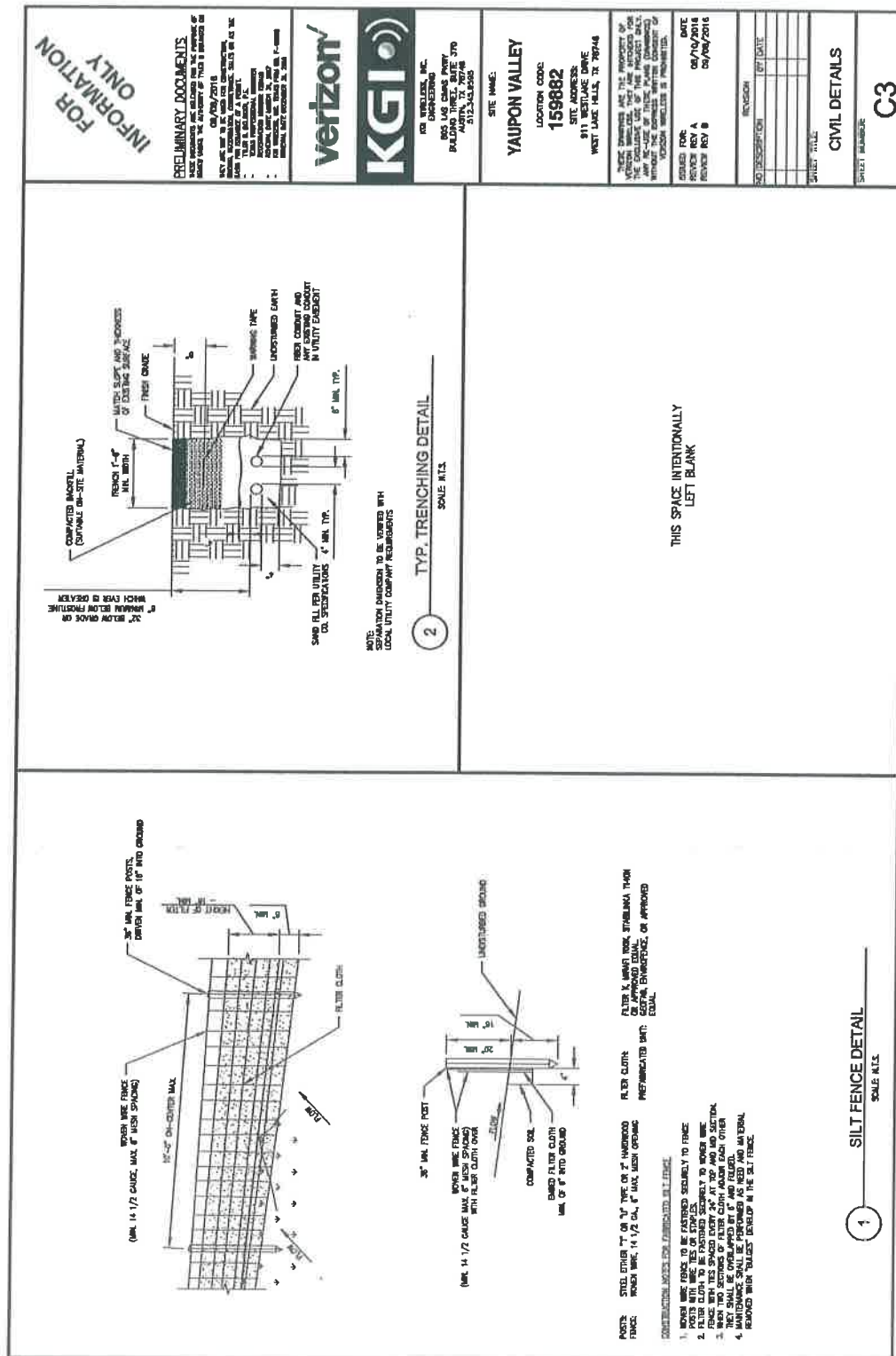
DATE:
 08/16/2016
 09/07/2016

NO.	DESCRIPTION	BY	DATE

SCALE: N.T.S.

EXTERIOR PHOTOS

SHEET NUMBER
C1.3



[illegible]

[illegible]



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	July 9, 2025	Item Number:	4
Department:	Building & Development Jennifer C. Bills, Director of		
Prepared By:	Building & Development	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

109 Stratford Reserve Pl.: Discuss and consider action on the following variances for a fence:

1. Placement of a vehicle gate that causes stacking not on private property, but into the public street. (Section 22.03.173(d)(5))
2. Front yard fence and gate encroaching up to the front property line into the 30-foot front yard fence setback (Section 22.03.173(d)(6)(B)(ii))
3. Side yard fence encroaching approximately 21.5 feet into front-yard fence setback (Section 22.03.173(d)(7))
4. Exceeding required 6 foot maximum by 10.5 feet (16.5 feet from existing grade) on west side of property and 2 feet (8 feet from existing grade) along front of property (Section 22.03.173(d)(9)).

Applicant: Racy Haddad, Husch Blackwell, LLP

Note - The applicant's variance request has been reduced to four from the six that were reviewed at the Zoning and Planning Commission meeting on April 16, 2025.

Recommendation

Hold a public hearing and determine the following findings of fact to approve or deny the requested variances.

- (1) The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.
- (2) There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.
- (3) There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.
- (4) The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.

The findings of fact as alleged by the applicant are attached in Exhibit A.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Stratford House LLC

Legal Description: Estates on Stratford Mountain Lot 4

Lot Size: 1.726 acres

Zoning: R-1, One-Family

Wastewater: On-site Sewage Facility (septic)

The properties surrounding the subject property are zoned R-1, One-Family and City of Austin.

Background & Analysis:

The applicant is requesting four variances related to a front yard fence and gate that were installed without permits. The fence variances include allowances for encroachment into the front fence setback, increase in height over the maximum and transparency/vegetative screening within the front setback for the side fence within the 30-foot setback (Attachment 1). For the gate, the location decreases the amount vehicle stacking. The applicant provided an exhibit that shows various site conditions and restrictions to the property, including slope, conservation easement and existing OSSF field (Attachment 2). The diagram shows the existing fence crossing the drainage easement. For the fence to remain in the current location or if moved to a different location, a fence permit application will be required for the entire fence. With current location in the electric easement, approval from Austin Energy will be required. For the portion of the fence that encroaches into the drainage easement a letter from an engineer stating that the improvement will not cause an adverse impact to the drainage.

This item was reviewed by the Zoning and Planning Commission on April 16, 2025. The staff report, application materials presented at the meeting, and the minutes can be found here:

<https://westlakehillstx.portal.civicclerk.com/event/403/files/agenda/1428>. Since the ZAPCO meeting, the applicant has revised the request to reduce the amount and extent of variances needed, by proposing to mitigate the issues surrounding this variance request by removing the current solid metal gate that is part of the front fencing and replace it with matching black iron gating which currently sits on the property. As such, there will no longer be any front gate access where the prior metal gates were located in the front fence.

Vehicle Gate

1. Placement of a vehicle gate that causes stacking not on private property, but into the public street.

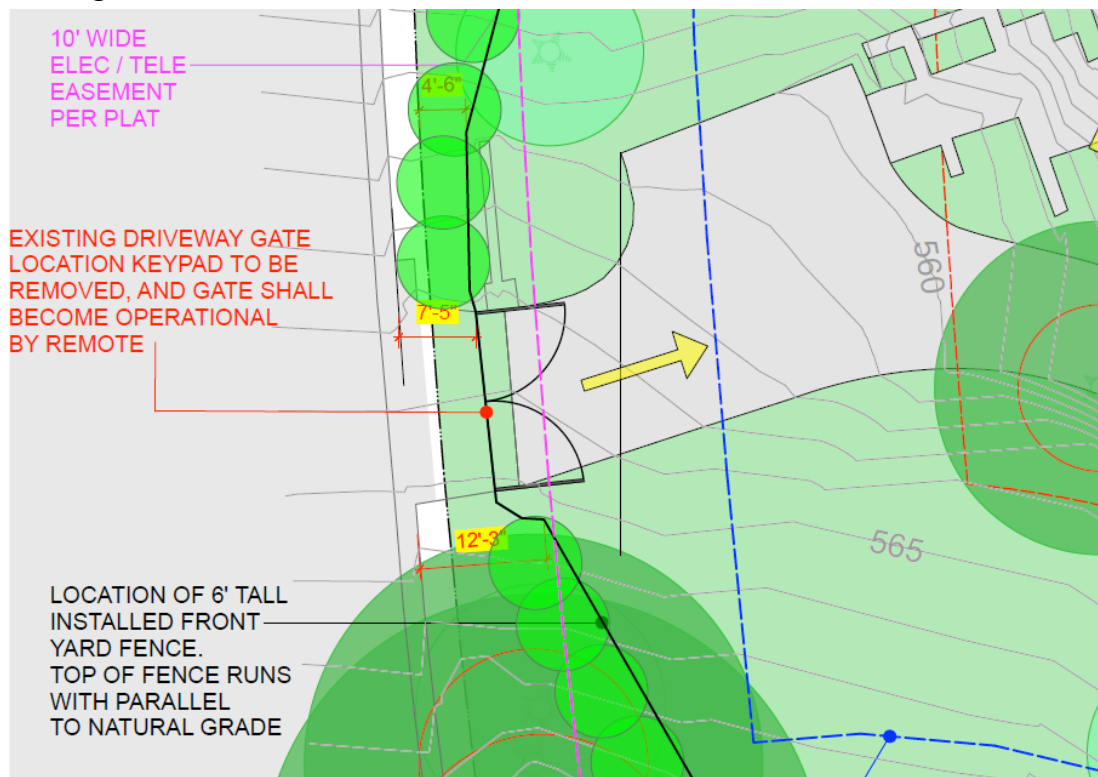
Code Reference

Section 22.03.173(d)(5)) Gated driveways.

Gated driveways shall be constructed so that entering/exiting vehicles will be completely off the street when stopped to open/close the gate. Driveway gates shall open parallel to, or away from, the street and shall comply with the setback distances provided for in subsection (6)(B) below. Electric or electronically controlled driveway gates shall have an emergency power source as an integral component of the system. All gates that are capable of being locked, and that are constructed after the effective date of this section shall be equipped with a security access box approved by the (Travis) county emergency services district No. 9. All gates that are capable of being locked and that are in existence on or prior to the effective date of this section must be retrofitted to be equipped with a security access box approved by the (Travis) county emergency services district No. 9 within 6 months of the effective date of this section.

Request

The gate location is 7.5 feet from the edge of the street. Additionally, the keypad/call box is at the curb. A typical car length is 18-20 feet, which then requires the vehicle stacking to encroach into the street. From the gate, a car would encroach 10-12 feet into the street; from the keypad/call box, 16-18 feet. The applicant has proposed to remove the keypad/call box and replace with a remote opener to reduce the current stacking encroachment amount into the street.



- This location and request are the same as reviewed at the ZAPCO meeting.

Fence location

2. Front yard fence and gate encroaching up to the front property line into the 30-foot front yard fence setback.

Code Reference

Section 22.03.173(d)(6)(B)(ii) Front-yard fence requirement

(B) Except as may be required by subsection (5) above, the setback distance for a front-yard fence shall be determined as follows:

(i) For lots less than 0.75 acre, the minimum front setback distance for front-yard fences shall be 20 feet from the nearest pavement edge of the public or private street, provided that no fence shall be constructed in the right-of-way.

(ii) For lots 0.75 acre and larger, the minimum front setback distance for front-yard fences shall be 30 feet from the nearest pavement edge of the public or private street, provided, that no fence shall be constructed in the right-of-way.

(iii) Rear and side setbacks set forth in section 22.03.281 do not apply to front-yard fences.

Request

The fence is located on the property line in most locations, which at the shortest distance, encroaches 25.5 feet in the required 30-foot front yard fence setback (Attachment 3). The yellow area below indicates the area between the fence and the 30 foot setback.

- The location within the fence setback is the same as reviewed at the ZAPCO meeting.
-



Side yard fence material

3. Side yard fence encroaching approximately 21.5 feet into front-yard (Section 22.03.173(d)(7))

Code Reference

(7) Side and rear fences.

Fences may be located on side and rear property lines that do not face or abut public or private streets. If a fence on a side property line extends toward a public or private street, the side yard fence shall end at a point along the side property line so as to conform to the setback distances stated in subsection (6)(B) above.

As the side section of the fence is in the 30-foot front fence setback, Section 22.03.173(d)(7)) applies.

(6) Front-yard fence requirements.

(A) Front-yard fences shall:

(i) Be landscaped on the side(s) facing the street(s) with native vegetation from the city's recommended plant list so that a minimum of 80% of the total area of the front-yard fence exposed to the streetscape is effectively screened from view;

(ii) Be constructed to allow a minimum of 80% visibility through the front-yard fence prior to the installation of the landscaping required in subsection (6)(A) above;

(iii) Blend in with their natural surroundings in both color (e.g., brown, black, rust, etc.) and texture and by means of landscaping.

(iv) Have columns, posts, supports, or other components that are made of metal (excepting chainlink), brick, rock, stone, or wood in order to complement the principal structure on the property and the natural surroundings.

(B) Except as may be required by subsection (5) above, the setback distance for a front-yard fence shall be determined as follows:

(i) For lots less than 0.75 acre, the minimum front setback distance for front-yard fences shall be 20 feet from the nearest pavement edge of the public or private street, provided that no fence shall be constructed in the right-of-way.

(ii) For lots 0.75 acre and larger, the minimum front setback distance for front-yard fences shall be 30 feet from the nearest pavement edge of the public or private street, provided, that no fence shall be constructed in the right-of-way.

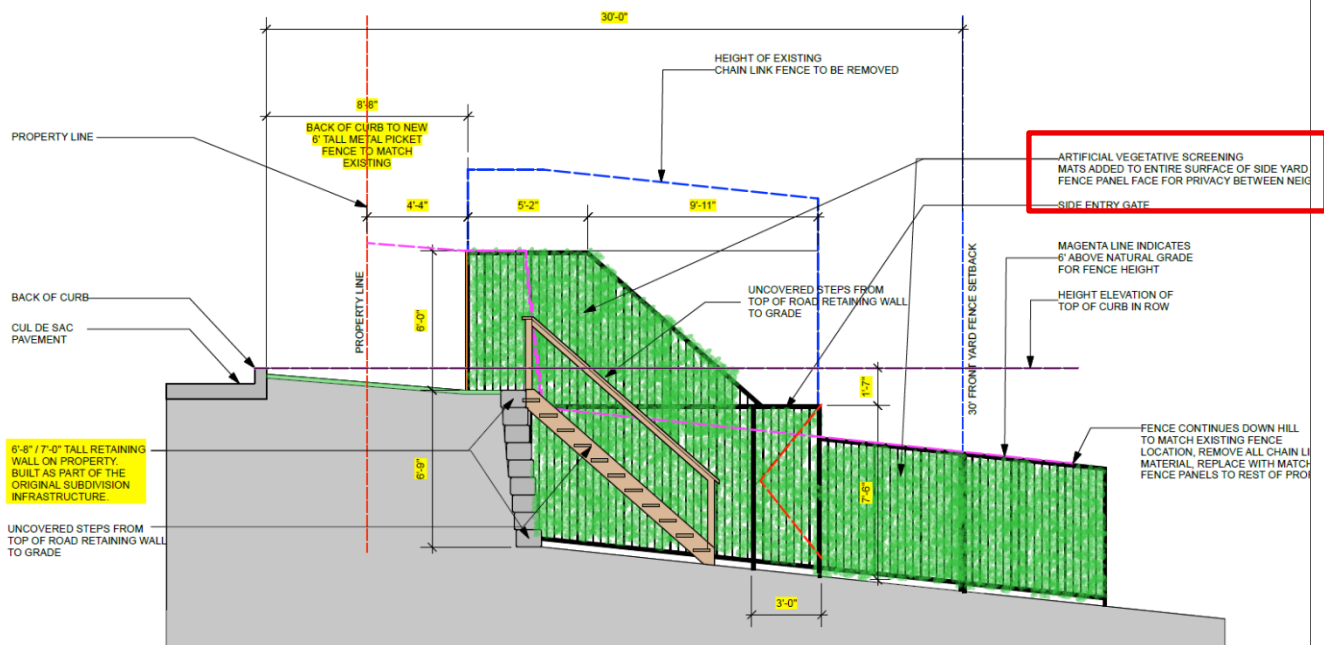
(iii) Rear and side setbacks set forth in section 22.03.281 do not apply to front-yard fences.

The area of the side fence must meet the front-yard fence requirement within the front setback in Section 22.03.173(d)(6) (A) and (B).

Request

On the existing side yard fence, the fence constructed is chain link with faux vegetation. The applicant is proposing to move the staircase that is currently inside the fence to the exterior of the fence and move the pedestrian gate from the street façade to the side façade at the landing at the bottom of the staircase (the new staircase will require a building permit). The fence and gate in the side yard will be reduced in height and the gate will be iron to match existing fencing and will not be metal solid fencing material. The applicant is still requesting to use faux vegetative screening on the side fence, in addition to the existing vegetation (Attachment 4).

Per the code section above, the vegetative screening should be natural to screen the fence, not faux vegetative material on the fence.



30 x 11.00 in

- This request has been **revised** since the ZAPCO meeting.

Fence Height

4. Exceeding required 6 foot maximum by 10.5 feet (16.5 feet from existing grade) on west side of property and 2 feet (8 feet from existing grade) along front of property

Code Reference

Section 22.03.173(d)(9)

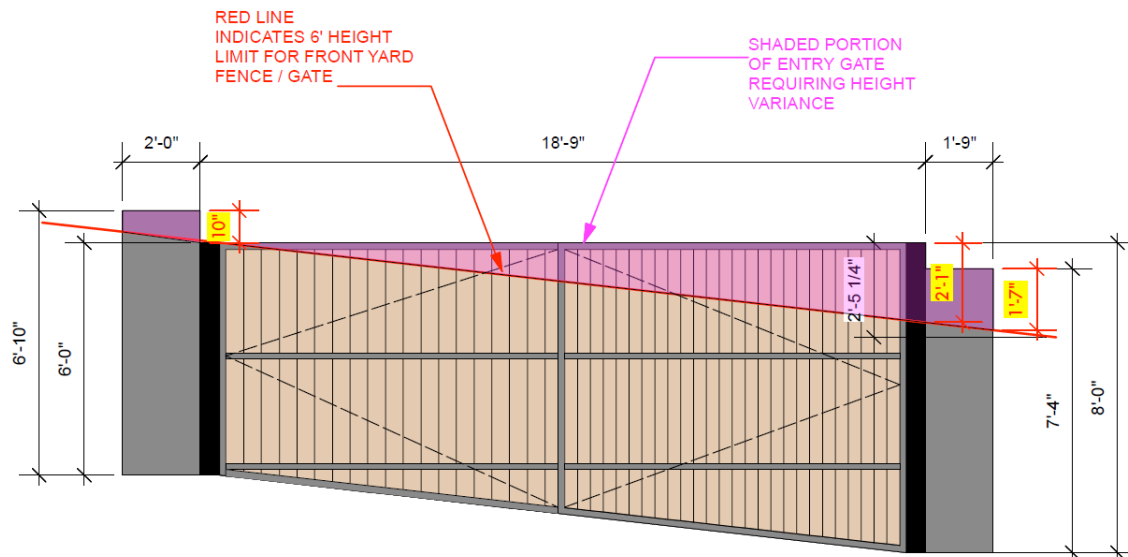
(9) Height of fences.

(A) Fences shall not exceed 6 feet in height per side or parallel to each property line measured from existing natural ground level.

(B) A fence that is electrified shall be no more than 4 feet in height measured from existing natural ground level.

Request

A portion of the vehicle gate exceeds 6 feet. The property has a cross slope on the driveway, so the gate will have a variable height. The existing gate is 6 feet on one side, and 8 feet on the other with the slope. The applicant is requesting to keep the gate as constructed.



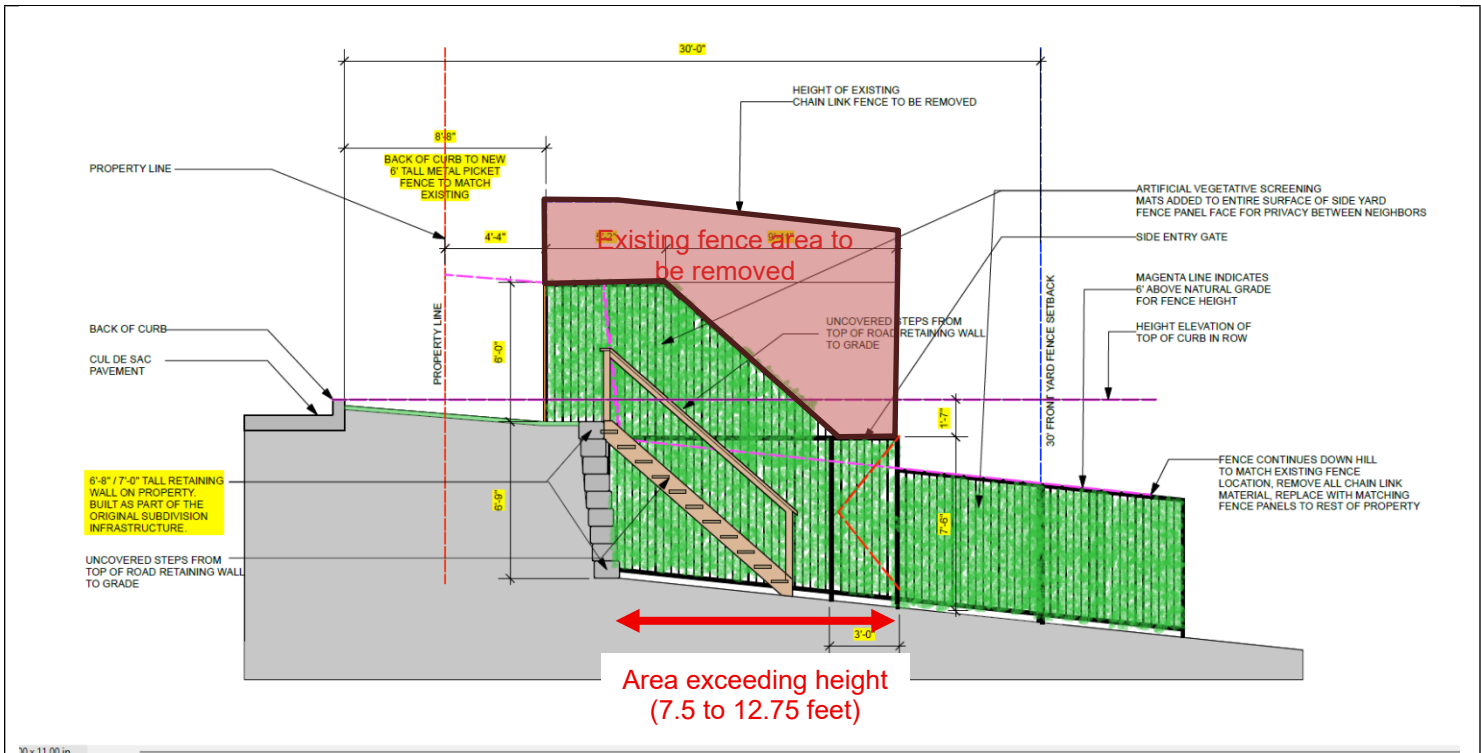
2

DRIVEWAY ENTRY GATE

Scale: 1/4" = 1'-0"

On the southwest corner of the property, a pedestrian gate and the surrounding wall is 9 feet 2 inches in height, 3 feet 2 inches greater than allowed. The applicant is proposing to remove this section along the street and replace with a compliant 6-foot-tall decorative metal fence to match the rest of the existing front yard fence.

The fence along the southwest side property line is currently 16.5 feet in height and constructed of chain-link material. The applicant is proposing to remove the chain-link and replace it with matching decorative metal. The height would be decreased from the existing maximum 16.5 feet to 12.75 feet at the top of the staircase to 7.5 feet at the relocated pedestrian gate, for a span of approximately 12.5 feet. The rest of the sideyard fence will be 6 feet tall (Attachment 4).



- This request has been **revised** since the ZAPCO meeting.

Public Comments:

As of the date of the report, three written comments were received, one in support, two in opposition (Attachment 6). Two neighbors spoke against the request at the April 16, 2025 ZAPCO meeting (Attachment 7).

Variance Criteria Review:

Fences follow the procedure and notice found in Section 22.03.511 Procedure and notice:

- The city council, when petitioned for a variance, after 16 days' written notice to all property owners within 300 feet of the subject property, shall hold a hearing, and the city council may vary the application of any provision of this article to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this article or public interest, or when, in its opinion, the interpretation and recommendation of the zoning and planning commission should be modified or reversed.
- A decision of the city council to vary the application of any provision of this article shall specify in what manner such variance is made, the conditions upon which it is made and the reasons thereof.

The criteria and process for granting a variance found in Section 22.03.514:

No variance shall be granted under this chapter unless the following criteria are fulfilled:

- (1) Findings. The applicant has established by competent evidence that:

- (A) The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.
 - (B) There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.
 - (C) There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.
 - (D) The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.
- (2) ZAPCO. The recommendation of zoning and planning commission shall include an analysis of whether:
- (A) The variance may violate the intent of this chapter or the goals of the city's comprehensive plan; and
 - (B) The variance may have an adverse effect on neighborhood properties, or interfere with the respective owners' enjoyment thereof; and
 - (C) When considering variance requests for nonresidential projects in the Commercial Overlay District, whether the variance, when considered as part of the proposed project (as a whole), furthers achievement of the land planning principles set forth in the city's master plan, attachment B, as codified in article 28.02 of this code.
- (3) Conditions. The city council can impose, and the zoning and planning commission can recommend imposition of, reasonable conditions upon granting a variance if the conditions are related to the subject of the variance. When considering variance requests for nonresidential projects in the commercial overlay district are necessary to achieve one or more of the land planning principles set forth in the city's master plan, attachment B, as codified in article 28.02 of this code.

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.

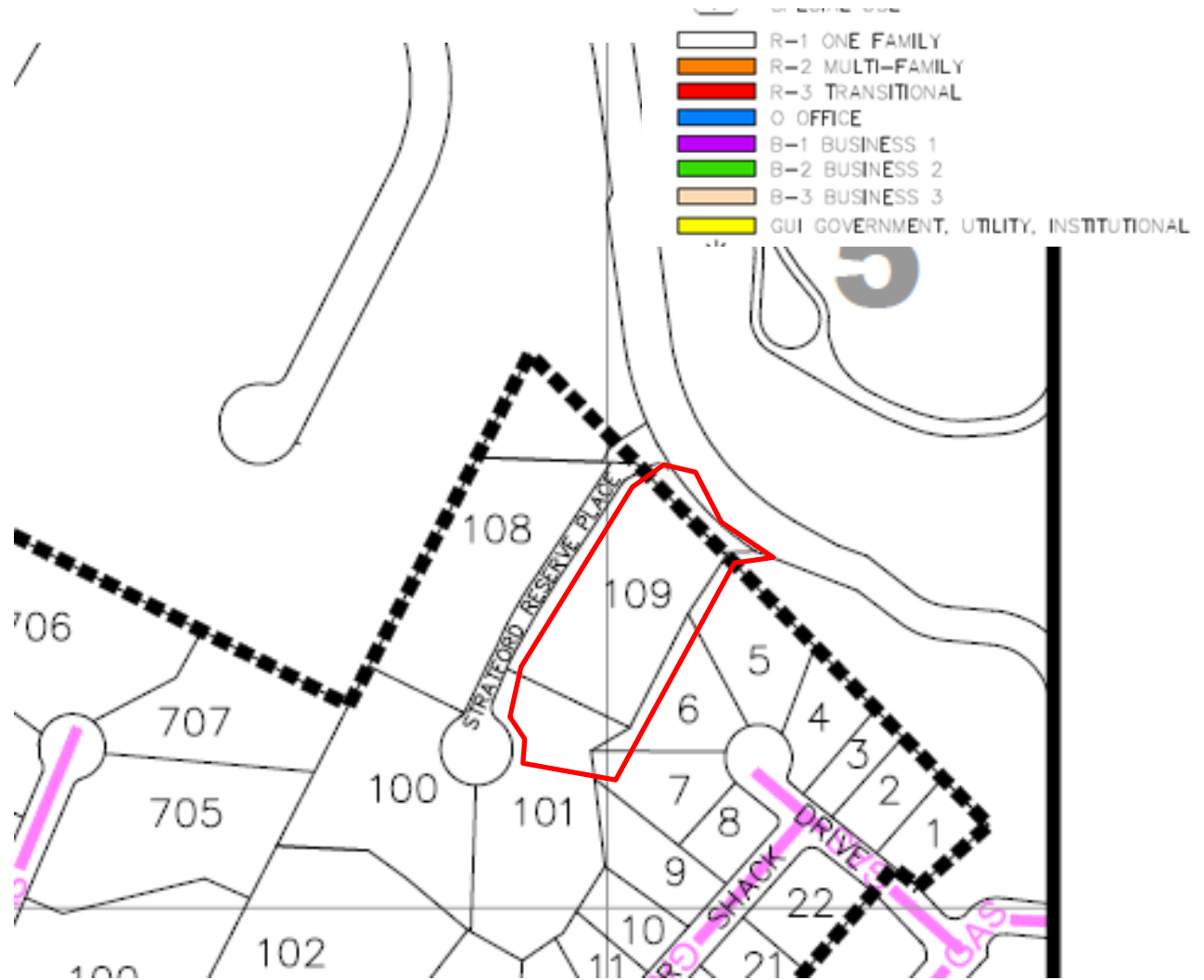
Comprehensive Planning Analysis

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

Links to Relevant Code:

- [Section 22.03.173: Fences \(Residential\)](#)
- [Section 22.03.514: Criteria and process required for granting variance.](#)
- [Section 22.03.511: Procedure and notice.](#)

Zoning:



Aerial:

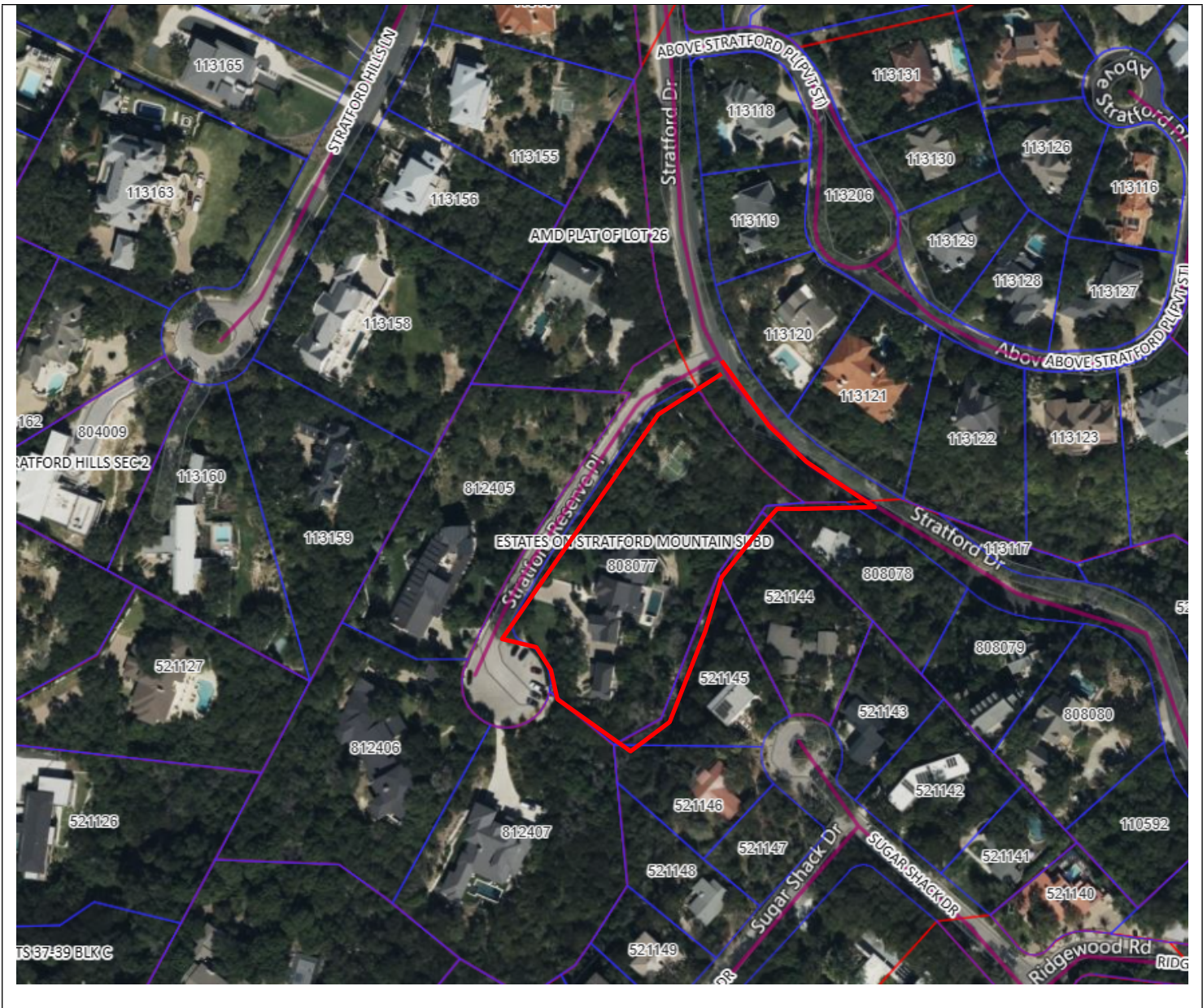


Exhibit A

109 Stratford Reserve Pl – Fence Variances

Applicant's Findings of Fact

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 strict enforcement of the chapter's terms would impose an unnecessary hardship due to the unique privacy and security needs of the high-profile public figure who resides at the property. The installed fencing and gate are integral to ensuring their safety and privacy and are the only effective means to address real concerns to their security and public exposure. As discussed above, due to the unique nature of the property's landscape and location, any adjustments or relocation of the fencing would significantly compromise these privacy and security measures, exposing the resident to risks to their safety and security.

The lot is 1.72 Acres (75,184 SF) and is a fairly large property by WLH standards. However, the developability of the property is significantly restricted by the setbacks, easements and large areas of slope that exceed 35%. Once all areas of these restrictions are calculated, the property is only left with an area of approx. 21,000 SF (28% of total lot size) that can be developed upon. The existing improvements on the property are essentially maxed out due to these restrictions as well as the limited open space of slopes less than 30% that currently accommodate the existing septic drain fields. There are 2 septic drain fields: 1) on the lower north side of the driveway on slopes approx. 25%, and the other between the south side of the driveway and the cul de sac. The second drainfield area is open and relatively flat and serves as the primary yard for the owner's small children to play.

The Ground Level and Entrance to the home are sited at the 550' Elevation. This elevation is approx. 25' lower than the elevation of the cul-de-sac (574'/575') as well as being approx. 15' below the street elevation of 565' at the driveway entrance. These elevations can be observed on the attached exhibits. If the fence is installed at the 30' setback, the top rail of the fence will be at or slightly below the elevation of the paving on the cul-de-sac.

2. There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.

We have undertaken the installation with the utmost care to preserve the natural terrain and existing flora. The design and placement of the fence and gate were carefully chosen to minimize environmental impact, including the selection of materials and construction techniques that avoid unnecessary disruption to the land and vegetation. Furthermore, we are committed to any additional landscaping or environmental restoration required to maintain the property's natural beauty and integrity. The owner has also planted a dense

vegetative buffer that exceeds the height of the currently installed fence. This screening is mature and meets the 80% screening requirement to help conceal the fence from the street and preserve privacy between adjacent neighbors.

3. There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.

Alternative security measures were thoroughly evaluated, but none provide the necessary level of security and privacy. As discussed above, due to the property's uneven topography and the location of the home below street level, other options fail to offer sufficient protection, compromise privacy, or are not feasible due to the property's layout. The installed fencing and gate system is the minimum necessary measure to ensure the residents' safety and security as well as privacy. Should the fence be relocated to the 30' setback line, it will be located directly on top of the existing septic drain fields and eliminate half of the usable area of the upper yard that is used by the family's young children for outdoor recreation.

4. The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.

The variance sought is the minimum required to address the unique security and privacy needs of the resident. It does not exceed what is necessary to provide an adequate level of protection, taking into consideration the layout of the property, its location, and the specific risks associated with the resident's high-profile status.

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

Our request for a variance does not violate the intent of the Zoning Ordinance or the goals of the City's Comprehensive Plan. The variance is sought out of a necessity for security and privacy needs that are exceptional and not anticipated by general zoning provisions. We believe that the security measures taken are in the best interest of not just the resident but also enhance the overall safety and privacy standards within the community. If the fence is removed or relocated, the exposure of the property may result in unwanted attention from the public that is currently being mitigated. The fence and gates, as installed, in large part meet the height requirements, but fully meet the 80% openness, and 80% vegetative screen requirements of the code. The native trees, bushes and shrubs that have been installed exceed the height of the existing fence by up to 10'.

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

We assert that the variance will not adversely affect neighboring properties or their owners' enjoyment thereof. The fence and gate are designed to blend with the surrounding area

aesthetically, and all efforts have been made to ensure that they do not obstruct views, reduce property values, or create any form of nuisance. Furthermore, we are open to working closely with the city to address any identified issues. The dense vegetative buffer installed at the property line almost completely conceals the fence as currently installed, while providing privacy between the subject property and the adjacent neighbors on the cul-de-sac.

HUSCH BLACKWELL

Racy Haddad
Partner

111 Congress Avenue, Suite 1400
Austin, TX 78701
Direct: 512.703.5767
Fax: 512.479.1101
Racy.Haddad@huschblackwell.com

July 2, 2025

James Vaughan, Mayor of Westlake Hills
Ms. Dana Harmon, Council Member Place 1
Mr. Brian Plunkett, City Council Member Place 2
Ms. Beth South, City Council Member Place 3
Mr. Darin Walker, City Council Member Place 4
Mr. Gordon Bowman, Mayor Pro Tem, Place 5
911 Westlake Drive
West Lake Hills, Texas 78746
Via Delivery Via Portal and Email

Re: Fence Variance Application; 109 Stratford Reserve Place, Austin, Texas 78746

Dear Mayor and Members of West Lake City Council:

This firm has been retained on behalf of Stratford House LLC (“**Applicant**”) in reference the property located at 109 Stratford Reserve Place, West Lake Hills, Texas 78746 (the “**Property**”). This letter serves to confirm that we will be in attendance at the upcoming West Lake City Council meeting on July 9, 2025 incident to the formal variance request which shall be on the July 9th City Council agenda. Attached to this letter please find packet containing resources pertinent to our coming presentation including a Power Point presentation, various handouts and this letter.

The Property, zoned R1 and built in 2016, is the subject of a thoughtful proposal that balances the homeowner’s needs with the City’s development standards and aesthetic expectations. Our goal is both to comply with the spirit of the City Code and go beyond minimum requirements to address community concerns. Applicant has eliminated two variance requests since the ZAPCO meeting on April 16, 2025.

Applicant is fully aligned with the positive staff recommendation. In fact, Applicant has gone further, offering additional mitigations to reduce visual impact, improve screening, and address potential concerns about safety and neighborhood character. These include replacing the steel entry wall with conventional and code-compliant fencing, removing the driveway keypad to reduce vehicle stacking at the gate, and eliminating chain-link fencing at the side of the Property.

July 2, 2025

Page 2

During the July 9 meeting, we will walk through each requested variance—covering the gated driveway, front and side yard fences, and materials—and show how the proposed changes meet the City’s criteria for special conditions and hardships. **Exhibit A**, attached hereto, is a visual diagram of these special conditions and hardships. During our presentation on July 9, we will explain these diagrams in detail to help illustrate the Property’s constraints and how we plan to address them. In particular, we will demonstrate how the Property’s extreme slope and numerous encumbrances compel the fence layout we seek. Our hope is to find a solution that is both functional and respectful of the surrounding neighborhood. Below is a numbered preview of the variances Applicant is requesting and the conditions that Applicant has agreed to or offered to meet as modifications to the existing fencing to address the City’s concerns. Note that these conditions and mitigations were revised following the ZAPCO meeting on April 16, 2025 to better accommodate neighborhood concerns.

1. Vehicle Gate Placement (Section 22.03.173(d)(5))

The current configuration of the vehicle gate requires drivers to stop partially within the public right-of-way (ROW) to access a keypad located at the driveway entrance. This results in temporary stacking into the public street. To address this, Applicant proposes to remove the keypad from the ROW and convert the gate’s operating mechanism to remote control access. This change will allow vehicles to open the gate just prior to arrival and pull directly into the Property without encroaching into the ROW, thereby eliminating the stacking issue.

2. Front Yard Fence and Gate Setback Encroachment (Section 22.03.173(d)(6)(B)(ii))

The existing front yard fence and entry gate encroach into the 30-foot front yard setback. Applicant proposes to remove the gate facing the cul de sac altogether and replace it with code-complaint fencing material. The new fencing materials will be located generally in the same position as the former location of the steel gate, and the fencing materials at this location will match those fronting the remainder of the front yard. The Property’s slope precludes moving the entirety of the street-facing fence outside the setback. See **Exhibit B** attached hereto.

3. Side Yard Fence Encroachment and Transparency (Section 22.03.173(d)(7))

The side yard fence currently encroaches approximately 21.5 feet into the front yard setback and includes non-transparent materials. The Applicant will remove all chain-link fencing in this area. This will be replaced with 6-foot tall black metal picket fence panels (80% open), screened with artificial vegetative mesh to achieve 100% concealment. Additionally, uncovered steps will be relocated outside the side yard fence line to maintain compliance. At the bottom of the uncovered steps at the side of the Property, a discreet entry gate will be incorporated into the code-compliant fencing material. See **Exhibit C** attached hereto.

HUSCH BLACKWELL

July 2, 2025
Page 3

4. Fence Height Exceeding Maximum Allowance (Section 22.03.173(d)(9))

The existing fence exceeds the 6-foot height limit by up to 10.5 feet on the west side and 2 feet along the front. Applicant will remove all chain-link fencing contributing to this height and replace it with black metal picket panels matching the rest of the Property. The revised side yard fence will uniformly decrease in height, aligning with the 6-foot height of the revised street-facing fence. It will then step down over the existing 6' 8"-7' retaining wall and slope to meet the 6-foot height further into the Property.

Thank you for your attention. If you would like to discuss this matter, please contact the undersigned using the contact information provided at the top of this letter.

Sincerely,

HUSCH BLACKWELL LLP



Racy Haddad

Enclosures as stated

July 2, 2025
Page 4

EXHIBIT A

As-Built Fence and Development Restrictions Overlay; Line of Sight Diagram

July 2, 2025
Page 5

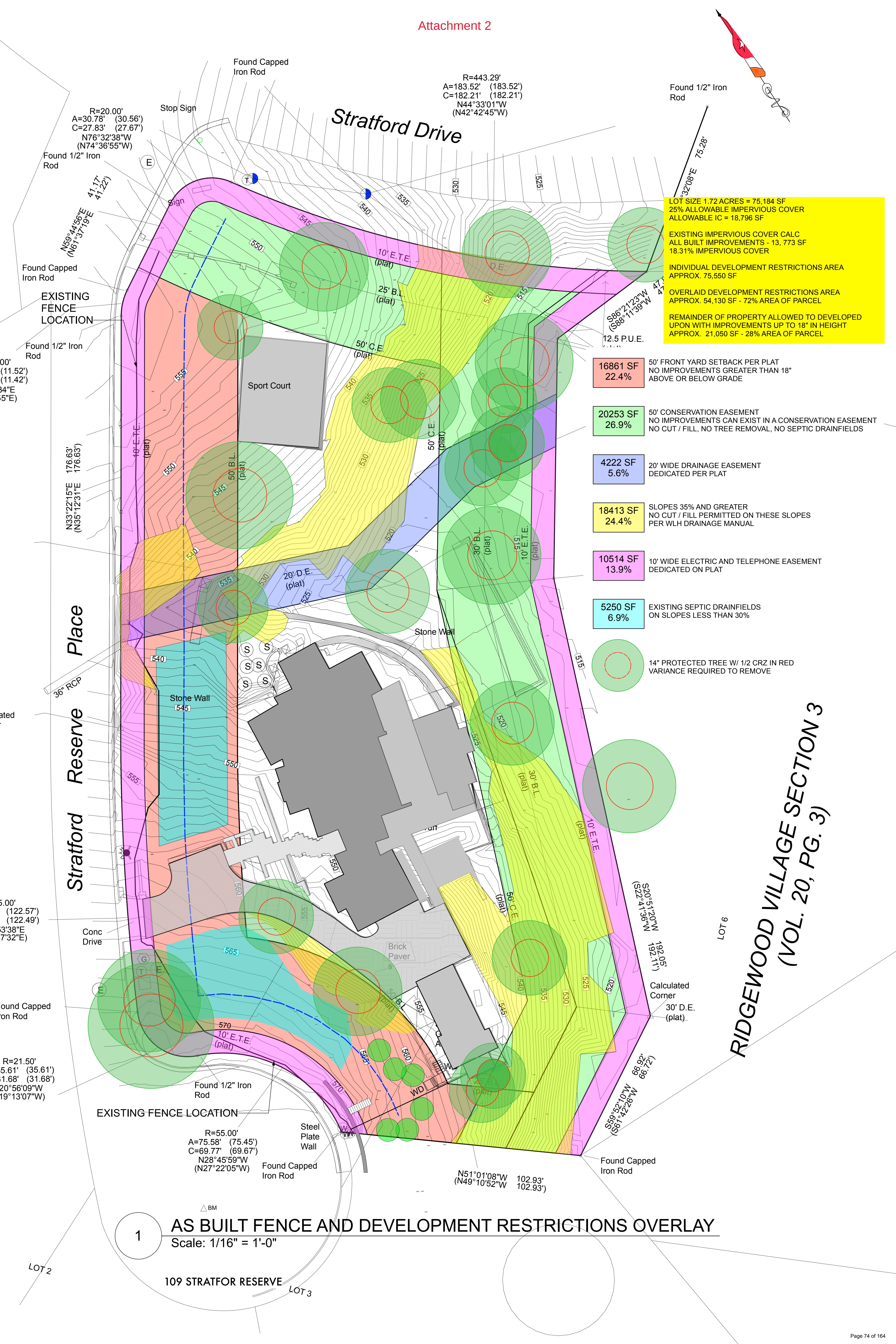
EXHIBIT B
Site Plan – Fence and Screening Plan

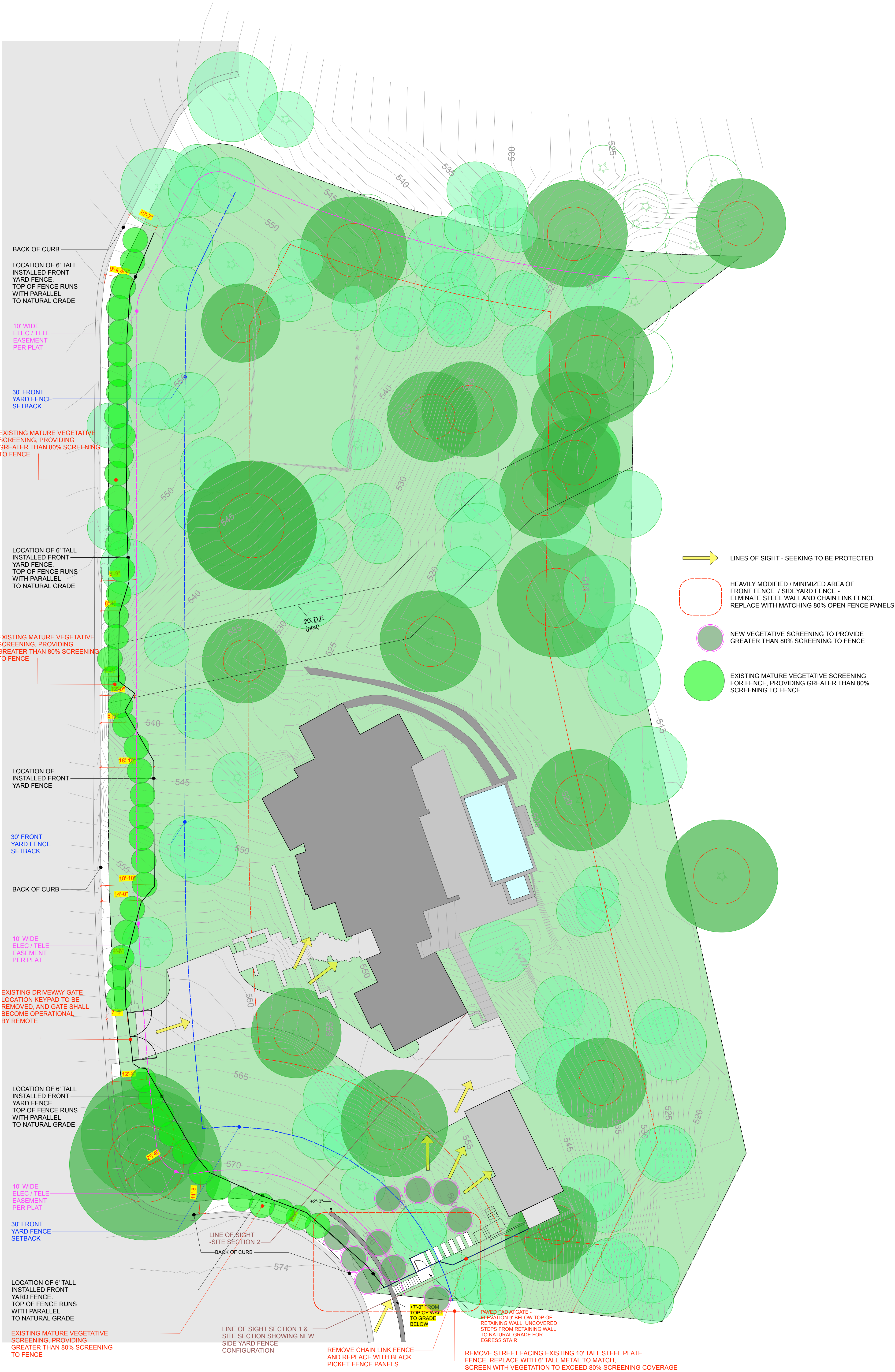
July 2, 2025

Page 6

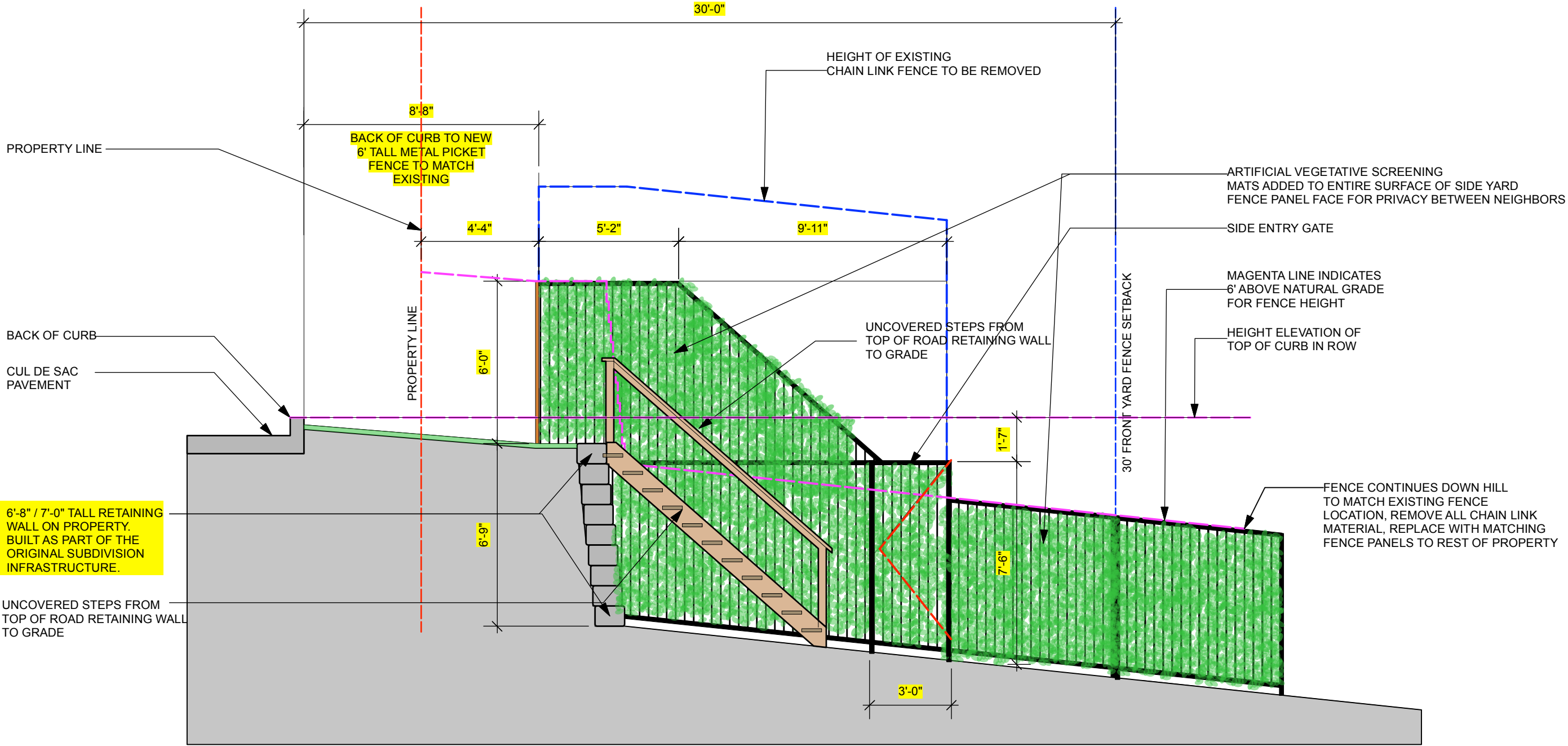
EXHIBIT C

**Side Yard Fence Revision, Uncovered Steps and Site Section Detail Southwest Corner of
Property**





Attachment 4

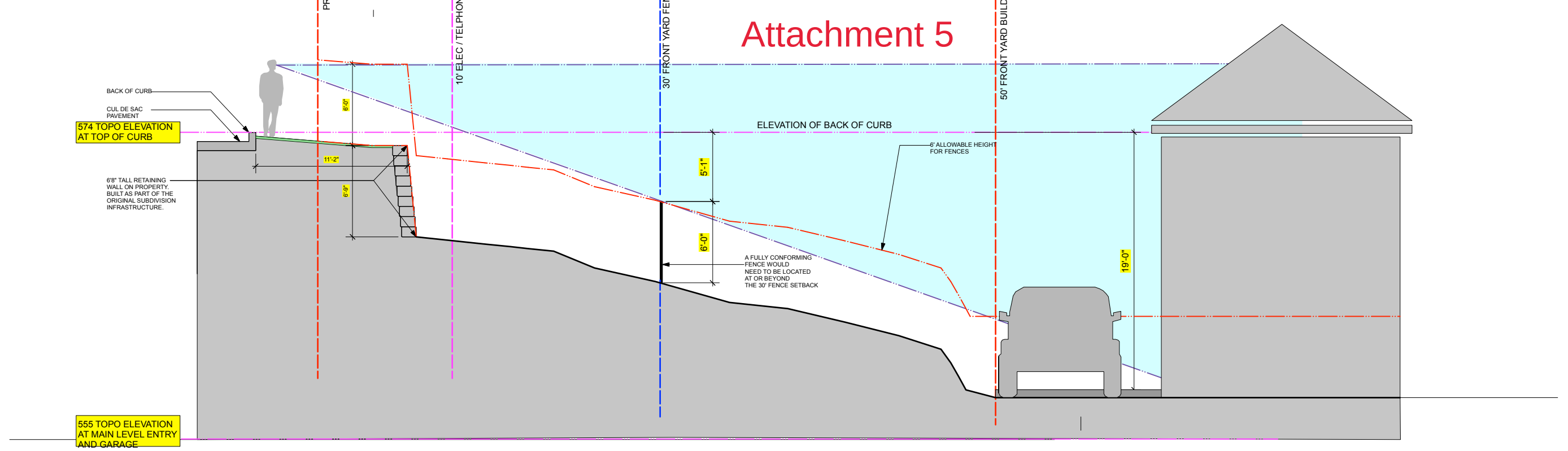


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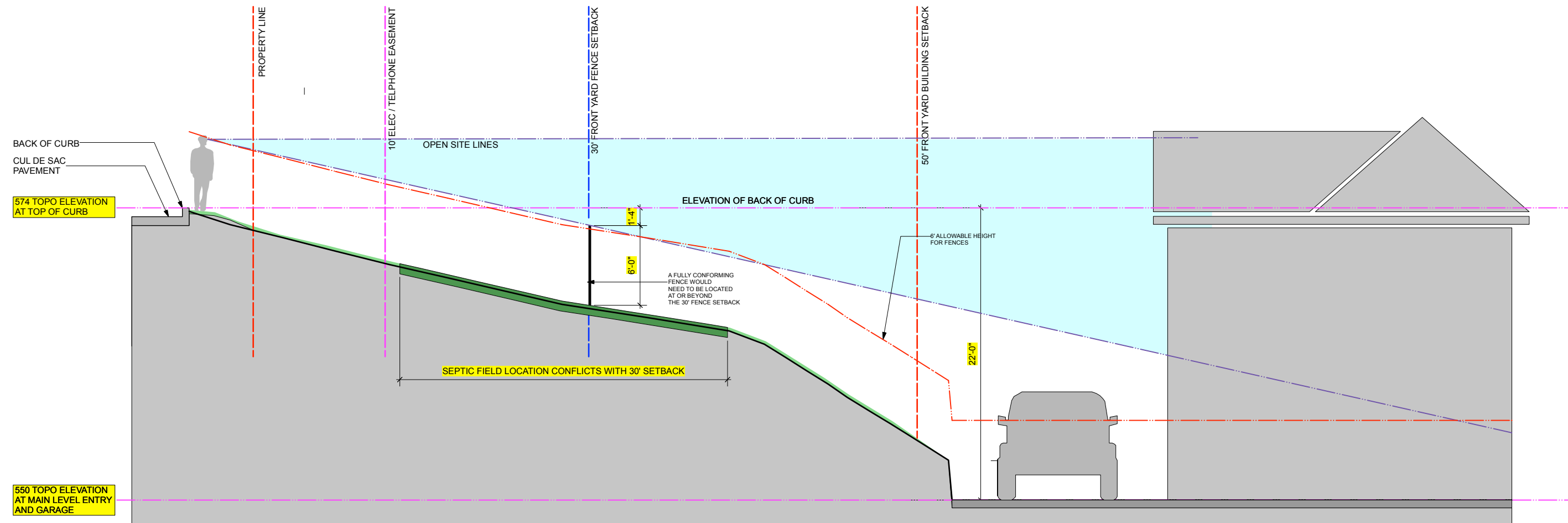
SIDE YARD FENCE REVISION, UNCOVERED STEPS AND SITE SECTION DETAIL
SOUTHWEST CORNER OF PROPERTY

SCALE 1/4" = 1'-0"

Attachment 5



1 LINE OF SIGHT DIAGRAM - SHOWING UNDEVELOPED WITH A FENCE INSTALLED AT 30' SETBACK
SCALE 1/8" = 1'-0"



2 LINE OF SIGHT DIAGRAM - SHOWING UNDEVELOPED WITH A FENCE INSTALLED AT 30' SETBACK
SCALE 1/8" = 1'-0"

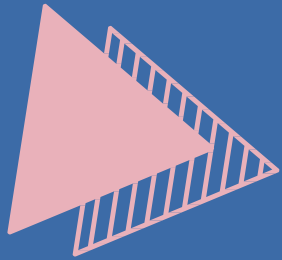
109 Stratford Reserve Place, West Lake Hills, Texas 78746

FENCE VARIANCE REQUEST
WESTLAKE CITY COUNCIL
JULY 9, 2025

HUSCH BLACKWELL LLP

Racy Haddad
John Lawson

Exterior Fence Variance Request



- Positive Staff Recommendation
- Applicant agrees to meet conditions of Staff Recommendation with additional self-imposed conditions to further mitigate any deviations from the Code and City Council concerns
- Zoning: R1, Single Family
- Year Built: 2016

Relevant Code Sections

- Gated Driveway – Sec. 22.03.173(d)(5)
- Front Yard Fence – Sec. 22.03.173(d)(6)(A)(iv) & (d)(6)(B)(ii)
- Side Yard Fence – Sec. 22.03.173(d)(7)
- Walls – Sec. 22.03.173(d)(8)(A) and (B)
- Height of Fences – Sec. 22.03.173(d)(9)

Gated Driveway

Sec. 22.03.173(d)(5)

Concern: Vehicle gate causes stacking on public street.

Mitigation:

- Removal of keypad & callbox at street.
- Replaced with remote opener to reduce stacking time.



Front Yard Fence

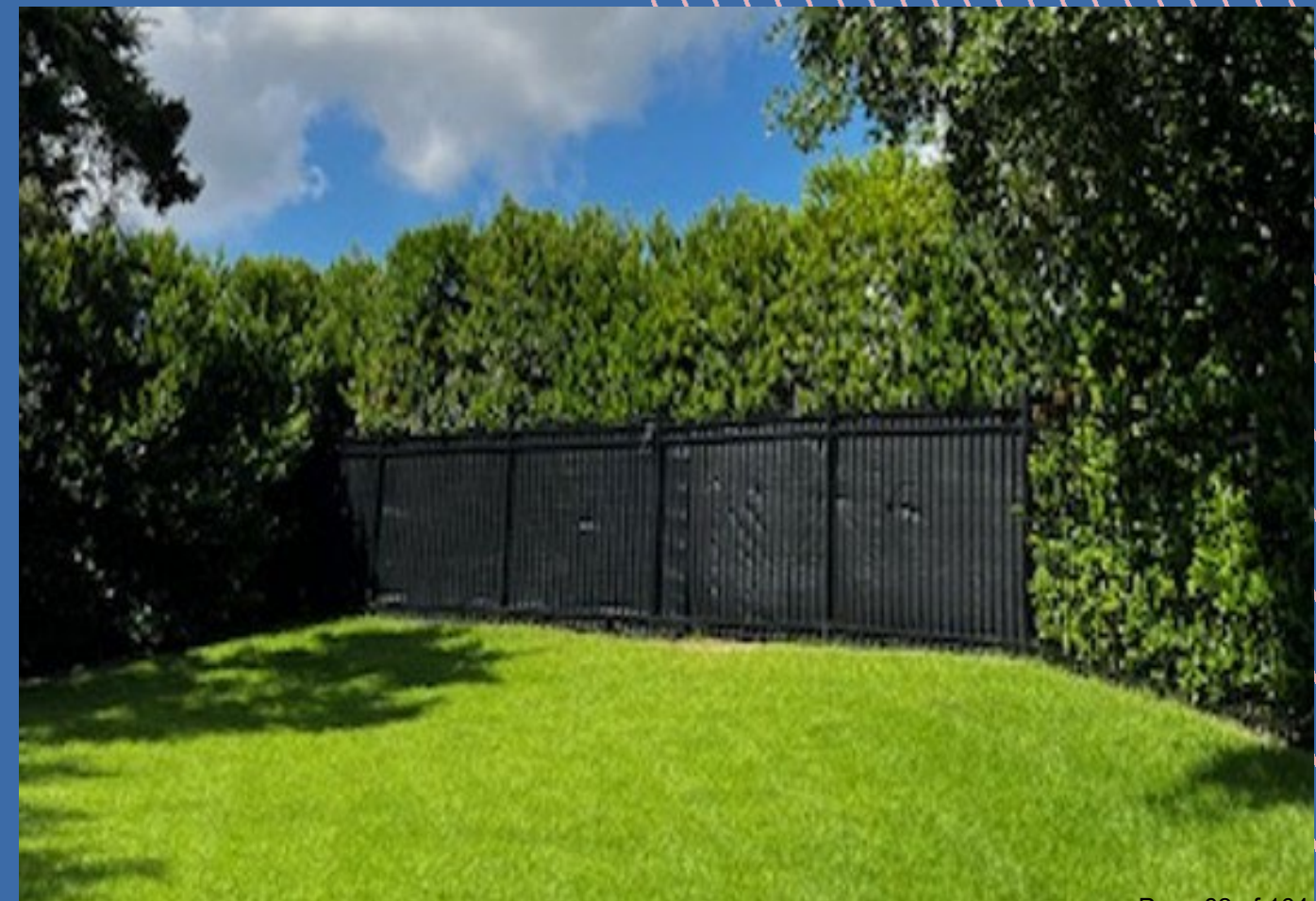
Sec. 22.03.173(d)(6)(A)(iv) & (d)(6)(B)(ii)

Concern:

- Non-transparent metal fence at S W corner and chain link in front-yard setback.
- Encroachment into 30' front yard setback.

Mitigation:

- Eliminate steel gate.
- Replace with black fence panels matching front yard (to be screened by mature vegetation).
- Submit fence permit for portion in drainage easement.



Side Yard Fence

Sec. 22.03.173(d)(7)

Concern:

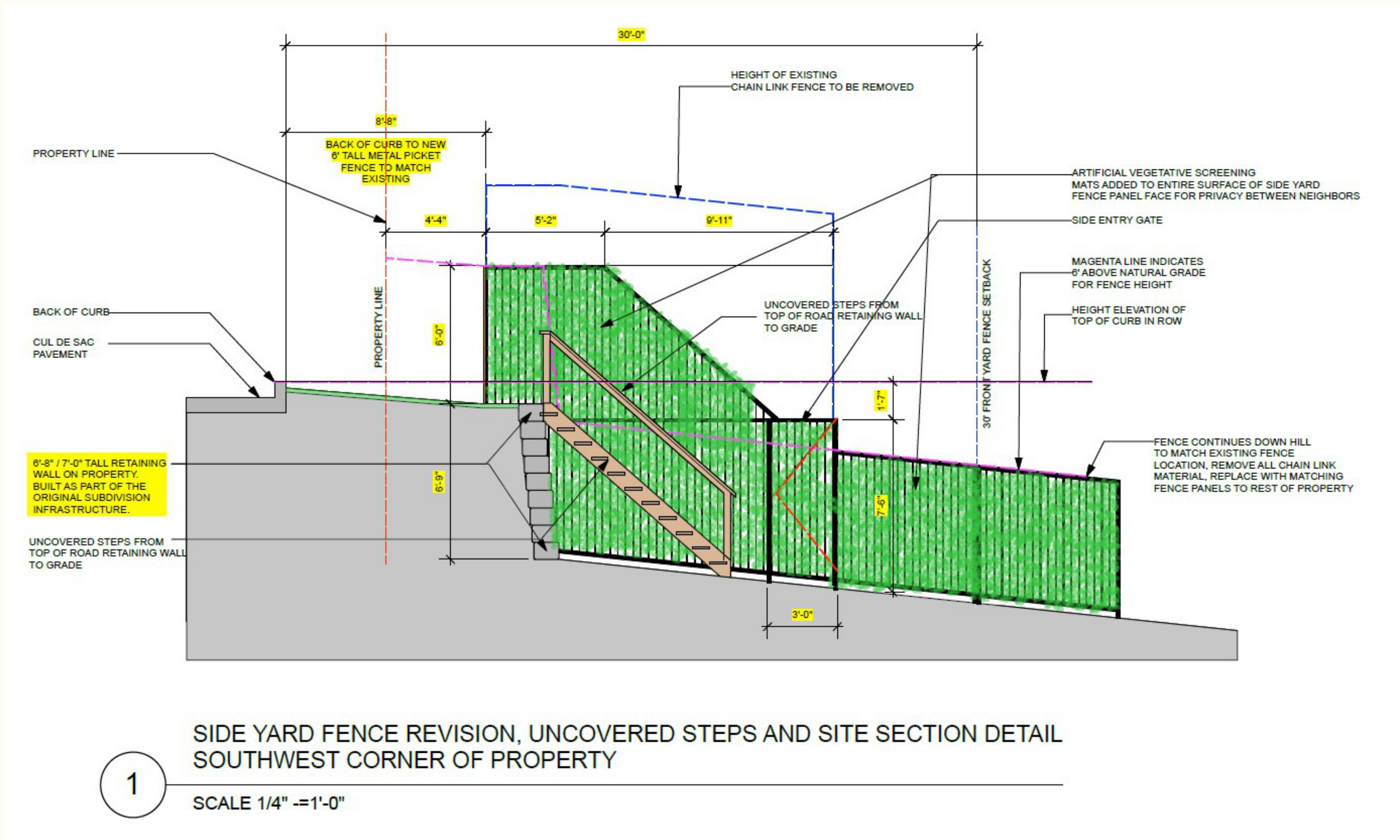
- Chain link encroaching approx. 21.5' into front yard setback.

Mitigation:

- Lower side yard fence.
- Replace chain link with black steel fencing.
- Screen with mature vegetation.
- Move steel gate below street level.



Side Yard Fence Height Reduction & Reconfiguration



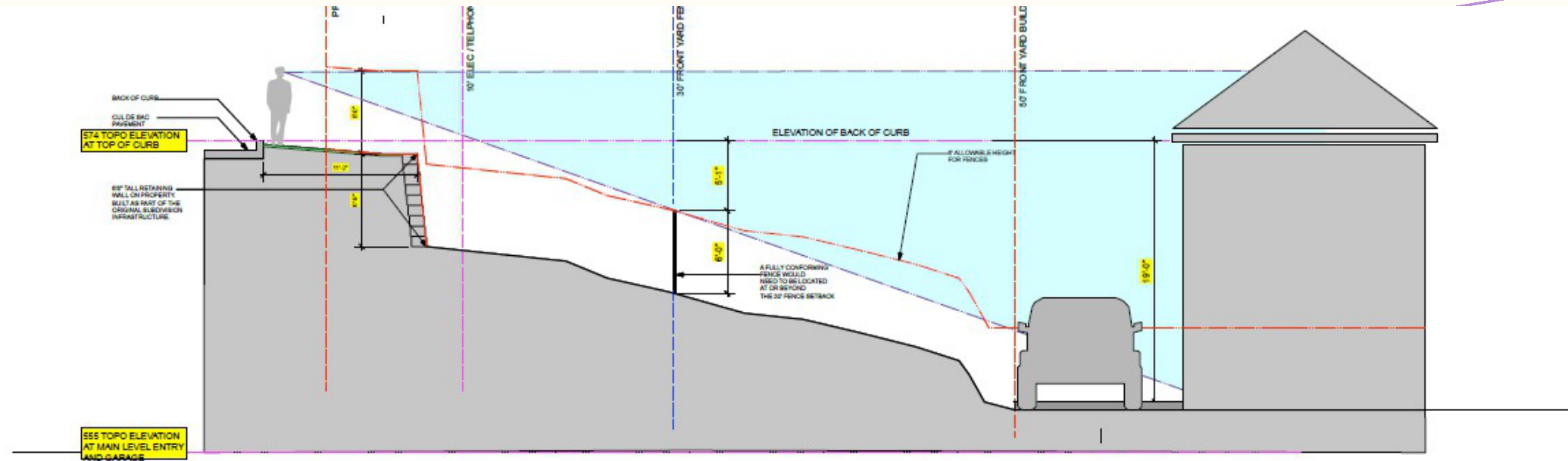
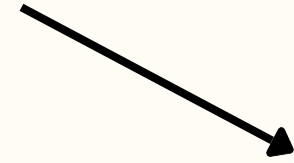
Site Peculiarities

EXTREME SLOPE

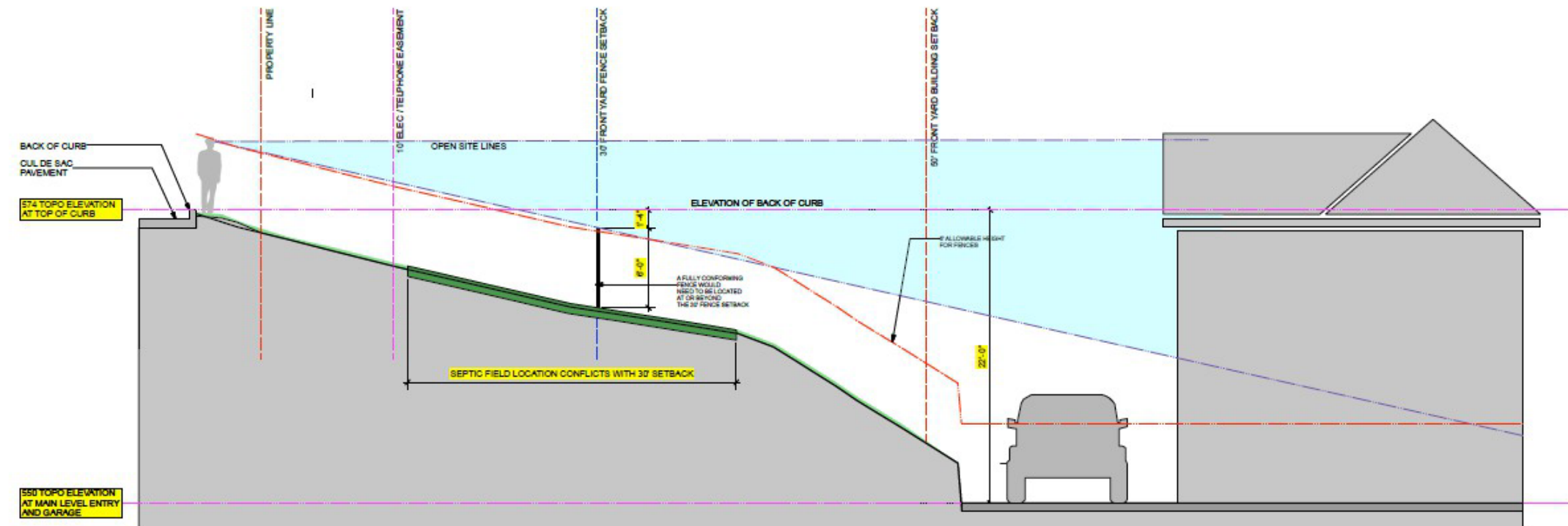
CONSERVATION
EASEMENT

SEPTIC FIELD

DRAINAGE
EASEMENT



1 LINE OF SIGHT DIAGRAM - SHOWING UNDEVELOPED WITH A FENCE INSTALLED AT 30' SETBACK
SCALE 1/8" = 1'-0"



2 LINE OF SIGHT DIAGRAM - SHOWING UNDEVELOPED WITH A FENCE INSTALLED AT 30' SETBACK
SCALE 1/8" = 1'-0"

Site Peculiarities

ELECTRIC &
PHONE
EASEMENT

PROTECTED
TREES

50' FRONT YARD
SETBACKS

NO CUT/FILL
PERMITTED ON
SLOPES

LOT SIZE 1.72 ACRES = 75,184 SF
25% ALLOWABLE IMPERVIOUS COVER
ALLOWABLE IC = 18,796 SF

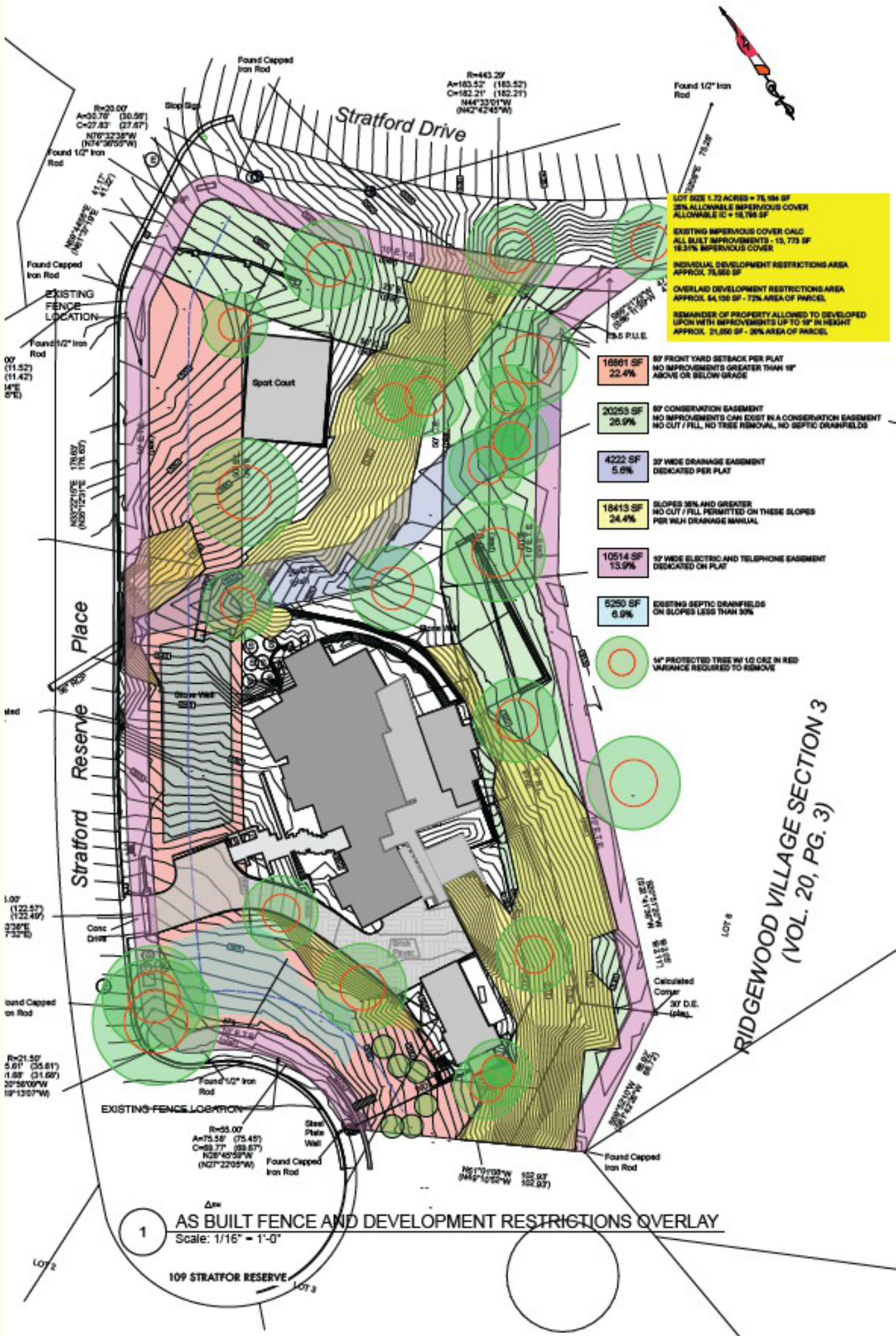
EXISTING IMPERVIOUS COVER CALC
ALL BUILT IMPROVEMENTS - 13,773 SF
18.31% IMPERVIOUS COVER

INDIVIDUAL DEVELOPMENT RESTRICTIONS AREA
APPROX. 75,550 SF

OVERLAID DEVELOPMENT RESTRICTIONS AREA
APPROX. 54,130 SF - 72% AREA OF PARCEL

REMAINDER OF PROPERTY ALLOWED TO DEVELOPED
UPON WITH IMPROVEMENTS UP TO 18" IN HEIGHT
APPROX. 21,050 SF - 28% AREA OF PARCEL

- 16861 SF 22.4% 50' FRONT YARD SETBACK PER PLAT
NO IMPROVEMENTS GREATER THAN 18" ABOVE OR BELOW GRADE
- 20253 SF 26.9% 50' CONSERVATION EASEMENT
NO IMPROVEMENTS CAN EXIST IN A CONSERVATION EASEMENT
NO CUT / FILL, NO TREE REMOVAL, NO SEPTIC DRAINFIELDS
- 4222 SF 5.6% 20' WIDE DRAINAGE EASEMENT
DEDICATED PER PLAT
- 18413 SF 24.4% SLOPES 35% AND GREATER
NO CUT / FILL PERMITTED ON THESE SLOPES
PER WLH DRAINAGE MANUAL
- 10514 SF 13.9% 10' WIDE ELECTRIC AND TELEPHONE EASEMENT
DEDICATED ON PLAT
- 5250 SF 6.9% EXISTING SEPTIC DRAINFIELDS
ON SLOPES LESS THAN 30%
- 14" PROTECTED TREE W/ 1/2 CRZ IN RED
VARIANCE REQUIRED TO REMOVE



How does West Lake define a “variance?”

Variance. A form of approval granted by the board of adjustment (BOA) or city council to modify the literal application of regulations, or waiving all or certain provisions of this code. It is an adjustment in the application of the specific regulations to a particular parcel of property which is necessary to prevent the property from being deprived of certain rights and privileges, because of special conditions or circumstances of hardship **peculiar** to the particular parcel.

When is a variance appropriate?

☐ § 22.03.514 **Criteria and process required for granting variance.**

No **variance** shall be granted under this chapter unless the following criteria are fulfilled:

(1) **Findings.** The applicant has established by competent evidence that:

- (A) The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.
- (B) There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.
- (C) There is no reasonable alternative to the requisite **variance** that will alleviate the difficulty or hardship complained of.
- (D) The **variance** will not be greater than the minimum required to alleviate the difficulty or hardship complained of.

Summary of Legal Standards for Granting a Variance

- Will strict or literal enforcement because of special conditions result in unnecessary hardship to the applicant? *Yes.*
- No reasonable alternative that will alleviate the hardship? *Yes.*
- No unreasonable disruption to terrain? *Yes.*
- Not greater than minimum required to alleviate difficulty? *Yes.*

Thank you.

HUSCH BLACKWELL LLP

Racy Haddad

John Lawson

From: [Paul Hemmer](#)
To: [Planner](#)
Cc: [Ted Lorenz](#); [Lesley Lorenz](#); [Chris Hester](#); [Arron Hester](#); [Jim Lewis](#)
Subject: ZAPCO Meeting; April 16, 2025 Item #8
Date: Wednesday, April 16, 2025 12:42:10 PM

You don't often get email from [REDACTED]. [Learn why this is important](#)

**To: Zoning & Planning Commission
West Lake Hills, Texas
Re: 109 Stratford Reserve Place Variance Requests
Item #8 on the agenda for April 16, 2025**

As neighbors to this property we oppose any and all variance requests to be granted. Our neighborhood consists of 4 single family residential homes. The lot in question isn't being used as a single family residence but actually as a 24/7/365 security office, and as an operation hub for other houses that the same owners own in the adjoining subdivisions. Granting these variances would do nothing but facilitate their bad behavior on our quiet little culdesac, which at times appears to be a parking lot with many employee cars parked every which way. Shift change happens 3 times a day, with cars coming and going, along with most of these employees ordering food deliveries all hours of the day and night. Transporting service employees to other houses leaving their cars on our quiet streets, hauling laundry to and fro to other houses has to stop.

I personally have been blocked by cars waiting to

access through the vehicle gate while they use the call box and they wait for it to open. This isn't only in bad taste but it's dangerous for emergency vehicles. The very tall metal gate that is used as an employee entrance is not in keeping of the neighborhood. Actually it looks like it belongs at Ft. Knox. This same gate was built over the property line of the neighbors lot by 5 feet. The chain link fence that is super tall has fabric sheeting hanging down in need of repair.

I'm sure that the owners are going to say they need a fortress-like property for security reasons but they should have had their lawyers review these very ordinances before they purchased in our city. I believe that they need the fortress-like property to hide their behavior, since rarely does anyone stay at the residence besides security employees. These violations include the ignoring single family residences ordinance, construction workers working after hours and on weekends, remodeling garages to air conditioned spaces and septic/plumbing modifications without permits, etc....

Building codes and ordinances are for everyone in the city, not for one person!

Thank you for your time,

Signed;

Paul Hemmer



Jim Lewis

100 Stratford Reserve Place

Chris Hester

Arron Hester

101 Stratford Reserve Place

Ted Lorenz

Lesley Lorenz

108 Stratford Reserve Place

From: [Lindsey Ip](#)
To: [Planner](#)
Subject: Strong SUPPORT for Variance Request – 109 Stratford Reserve Place
Date: Sunday, May 18, 2025 10:18:57 PM
Attachments: [Outlook-bb51elag.png](#)

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Council Members,

We are residents of 3125 Above Stratford Place and live within 300 feet of 109 Stratford Reserve Place. We are writing to express our full and unequivocal support for the variance request submitted by the homeowner.

We've had no issues with the resident—his presence has been so discreet and respectful that we were unaware of who lived there until it was publicly reported. That alone speaks volumes about how unobtrusively he has integrated into our community.

We fully trust that he and his security team are acting in good faith and with serious intent to ensure his personal safety. As direct and very close neighbors, we feel it's critical that the City take this matter seriously—not just for his protection, *but for the safety of the surrounding properties and families as well*. The recent public attention has made it clear that our homes are now in a zone that may also require elevated security considerations.

He should be granted the flexibility to take whatever reasonable steps he and his experts deem necessary. Denying such a request would not only feel unneighborly—it would be un-American to stand in the way of someone responsibly seeking to protect themselves and those around them.

We urge you to support this request. We are available at any time to discuss this matter. My personal cell is 512-740-2297 and this is the best email to reach me. Thank you for the consideration and all that you do to keep Westlake a wonderful place to live and raise a family.

Sincerely,
Lindsey & Dr. Vincent Ip
3125 Above Stratford Place



Lindsey Ip

Founder/CEO, **VIO2**

[website](#) | [instagram](#) | [linkedin](#)

From: [Nick Martin](#)
To: [Planner](#)
Subject: Support for increased code regulation regarding illegal parking and fencing, etc. at 109 Stratford Reserve Place
Date: Sunday, May 25, 2025 5:06:53 PM

You don't often get email from [REDACTED]. [Learn why this is important](#)

Thank you

City of West Lake Hills

MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING

Wednesday, April 16, 2025 at 6:30 PM

1. **Call to Order: Robert Meisel**

- a. Meeting begins at 6:30pm
- b. Roll Call
 - o Chair Robert Meisel: Present
 - o Vice-Chair Jim Pledger: Present
 - o Commissioner Julia Webber: Present
 - o Commissioner Karen Bartoletti: Present
 - o Commissioner Patrick Stewart: Present
 - o Commissioner Laurie Maccini: Present

2. **Citizen Communications:**

- a. None

3. **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 items unless a Commission Member or citizen so requests.

- a. Approval of the March 19, 2025 Zoning and Planning Commission minutes
- b. Report of previous ZAPCO cases acted upon by the BOA/Council
- c. **Action:** Commissioner Bartoletti moves for approval of the Consent Agenda
 - i. Commissioner Pledger Seconds
 - ii. Motion carries unanimously 5 - 0

4. **Land Use: 201 Wildcat Hollow** – Consider action to recommend approval with conditions for the 201 Wildcat Minor Plat, being 01.0 acres out of the Wilkinson Sparks Survey Abs No. 21 (Section 36.01.018 of the West Lake Hills Code of Ordinances).

Applicant: Bradley Lane, TRE and Associates, LLC

a. **Staff Report:**

- i. Director Bills describes the minor plat and the conditions for approval
 - a. **Commissioner Bartoletti:** Can we proceed straight to a motion since it's a non-discretionary item?
 - b. **Commissioner Webber:** Can we approve an un-buildable lot?

1. Director Bills: It is not an unbuildable lot because if the existing structure were to be torn down, a new, conforming structure could be built on the newly proposed lot.

b. Public Comments:

- i. None

c. Discussion:

- i. None

d. Action:

- i. Commissioner Bartoletti moves that the minor plat be forwarded to City Council with a recommendation of approval with conditions based on staff conditions.
 1. Commissioner Pledger seconds
 2. Motion carries unanimously (5-0)

Recommendation will be forwarded to City Council for consideration on April 23, 2025.

5. **Land Use: 419 Ridgewood Rd** – Consider action to make a recommendation for Lot 3R, a replat of portions of Lot 3 and 4 of Ridgewood Village Section 2 Subdivision, within the city limits (Section 36.01.018 of the West Lake Hills Code).

Applicant: Minnie Webb, Arterberry Cooke Architecture

a. Staff Report:

- i. Director Bills describes the re-plat and the conditions for approval.

b. Public Comments:

- i. Alice Arterberry: Arterberry Cooke Architecture (via Zoom)
 1. Wanting to follow steps to bring lot into conformance.

d. Discussion:

- i. None

e. Action:

- i. Commissioner Stewart moves that the minor plat be forwarded to City Council with a recommendation of approval with conditions based on staff conditions.
 1. Commissioner Bartoletti seconds
 2. Motion carries unanimously (5-0)

Recommendation will be forwarded to City Council for consideration on April 23, 2025.

6. **Public Hearing: 4 N Peak Rd** – Discuss and make a recommendation on a variance to allow for an encroachment of 10 feet into the 50-foot front setback for the construction of a new house (Section 22.03.275 and 22.03.281 of the West Lake Hills Code).

Applicant: Kent Stromberg, Eppright Homes, LLC

a. Staff Report:

- i. Director Bills explains the setback variance request
- ii. Commissioner Webber: How are setbacks determined?
 - 1. Director Bills: Based on size of lot

b. Public Comments:

- i. Wesley Parks – Architect
 - 1. Explains that existing house is not livable
 - 2. Expresses desire to save trees on site by using existing footprint

f. Discussion:

- i. Commissioner Stewart: Would be in favor of variance
- ii. Commissioner Webber: At what point does stacking of variances along a street become an issue? Austin has provisions allowing for variances if a certain percentage of existing properties in an area are non-conforming. Is that something West Lake Hills has considered?
 - 1. Chair Meisel: That is a question for Council
- iii. Commissioner Bartoletti: Is wanting to build a larger house on an existing lot a hardship? What is the hardship?
 - 1. Chair Meisel: Building on top of existing foundation minimizes impact on the environment.
- iv. Commissioner Maccini: New house footprint is much larger than existing house. This is a design driven.
- v. Commissioner Webber: If we want to shape our community in accordance with how the code is written going forward, we can't simply approve a variance for a new house just because the old house didn't conform.

g. Action:

- i. Commissioner Webber moves that the variance be forwarded to City Council with a recommendation of denial based on lack of hardship
 - 1. Commissioner Maccini seconds
 - 2. Motion carries (3-2)

- a. Pledger, Webber, and Maccini voting in favor of denial
- b. Bartoletti and Stewart opposed to denial

Recommendation will be forwarded to the Board of Adjustment for consideration on May 14, 2025.

- 7. **Public Hearing: 1001 Madrone Rd** – Discuss and make recommendations on the following variance requests for the construction of a new residential home:
 - 1. To allow for an encroachment of approximately 5.2 feet into the 25-foot side setback for the construction of a new deck (Section 22.03.281 and 22.03.275)
 - 2. Elimination of the maneuvering area for exiting without backing into a public street (Section 22.03.175 (d))
 - 3. 3. To allow three driveways, where only one per primary dwelling unit is allowed (Section 22.03.175 (e)(2))
 - 4. 4. To allow the driveway width exceeding the maximum 20 feet by 12.5 feet (Section 22.3.175(e) (2)).

Applicant: Edgar Prats, Property Owner

a. Staff Report:

- i. Director Bills explained the variance requests for side setback encroachment, number of driveways, turnaround (maneuver) space, and driveway widths.
- ii. Commissioner Pledger: Requests clarification on maneuvering area
 - i. Director Bills: The previous variance allowing the garage to be moved closer to the street makes placement of the driveway turnaround behind the driveway setback impossible, so staff recommends approval of its relocation as is represented in the 2024 approved plans, but not its elimination in favor of a wider driveway as it was built.
- iii. Commissioner Webber: How is this house occupied with the current state of the site?
 - i. A Temporary Certificate of Occupancy was issued when the building finals were completed and the structure of the building itself deemed safe.
- iv. Commissioner Bartoletti: Are we guilty of having approved something that we are having to correct?

- i. Project was approved during development staff transition in mid-2023. The driveway maneuvering area setback was missed in initial reviews. The remaining variances are for items not built according to approved plans.
- v. Commissioner Stewart: What is the hardship?
 - i. Director Bills: It is already built
 - ii. Commissioner Stewart: We told the last applicant “no” when they asked permission ahead of time. What kind of precedent does it set to grant a variance after the fact?
- vi. Commissioner Pledger:
 - i. Asks for clarification on why deck would have to be built into setback for electrical panel’s location.
 - 1. Building Official Jordan Word explains building code requirements for clearance around electrical panels, necessitating that the deck be kept in its current location or that the electrical panel be moved.

b. Public Comments:

- i. Edgar Prats: homeowner – provided conceptual landscape plans to commission appended to minutes as Exhibit A
 - i. Believes that setback wouldn’t bother neighbor
 - ii. Expresses that existing driveway was thicker than expected and difficult to remove
 - iii. Explains that daughter has special needs, and the garage is being used as a gym instead of vehicle storage. The extra parking areas are required for family and workers visiting the house.

c. Discussion:

- i. Commissioner Webber:
 - 1. Does this meet impervious cover restrictions with all the extra driveways?
 - a. With the driveways, it is under the 25% maximum, but over the 20% threshold that requires a Type III drainage and water quality review, which is currently underway.
 - 2. Would be comfortable granting leniency on the deck, but not other items
 - 3. Is there a way that the drives could be reconfigured to connect the new driveway to one of the existing, making a two drive-circle driveway?
 - a. Bills – Hasn’t been considered.

- ii. Commissioner Stewart: Could drainage review trigger additional variances?
 - 1. 1st engineering comments were submitted to city staff today, and comments will be provided to applicant tomorrow.
 - iii. Chair Meisel: Could item be postponed to next meeting?
 - 1. Staff is not sure how quickly the applicant's engineering team can respond to comments, and adding another month may cause issues with the Temporary Certificate of Occupancy's timeline.
 - iv. Commissioner Maccini: I don't see how the driveway is a hardship, and the applicant turned in plans that meet most driveway requirements and didn't follow them.
 - v. Commissioner Bartoletti: Can't see a hardship.
- d. **Action:**
- i. Commissioner Webber moves that the variance be forwarded to City Council with a recommendation of approval for the deck encroachment into the side setback and staff-recommended maneuvering strip encroachment, but denial of the remaining variances related to the driveways.
 - 1. Commissioner Bartoletti seconds
 - 2. Motion carries (4-1)
 - a. Commissioner Stewart opposed

Recommendation will be forwarded to the Board of Adjustment for consideration on February May 14, 2025.

8. **Public Hearing: 109 Stratford Reserve PI** – Discuss and make recommendations on the following variances for a fence:
- 1. Placement of a vehicle gate that causes stacking not on private property, but into the public street. (Section 22.03.173(d)(5))
 - 2. Front yard fence 0% transparent (wall) at southwest corner and chain-link fence in front-yard fence setback (Section 22.03.173(d)(6)(A)(iv))
 - 3. Front yard fence and gate encroaching 30 feet into the 30-foot front yard fence setback (Section 22.03.173(d)(6)(B)(ii))
 - 4. Side yard fence (0% transparent wall and chain-link) encroaching approximately 21.5 feet into front-yard setback (Section 22.03.173(d)(7))
 - 5. Solid wall (0% transparency) encroaching approximately 45 feet into front yard setback (Section 22.03.173(d)(8)(A) and (B))

6. Exceeding required 6 foot maximum by 10.5 feet (16.5 feet from existing grade) on west side of property and 2 feet (8 feet from existing grade) along front of property (Section 22.03.173(d)(9)).

Applicant: Tisha Ritta, Central Texas Permit Partners, LLC

c. Staff Report:

- i. Director Bills describes the security fence installed at the property and the requested variances.
- ii. Commissioner Webber: Was this house existing when the client bought it?
 - i. Yes, and the fence was built about 2.5 years ago
 1. Commissioner Webber: How was that done?
 - a. It was built without a permit on a cul-de-sac at the edge of City Limits that staff does not regularly drive by.
- iii. Commissioner Maccini: Requests clarification on front yard fence setback based on property line instead of distance.
 - i. Director Bills explains that fence setbacks are based on distance from pavement, not right-of-way, and that distance between property line and pavement edge varies on site.
- iv. Commissioner Webber: Is staff making these recommendations based on hardship?
 - i. Yes. Due to the slope, if the gate were moved back you could see right into the property, and gate cannot be screened with vegetation. Moving the entire fence would require removal of lots of existing vegetation that is grown into fence, and additional vegetation at 30-ft setback would need to be removed.
- v. Commissioner Webber: Is the need for privacy driven by the occupant and not the lot?
 - i. Yes
- vi. Commissioner Maccini: A neighbor's letter says it is not being used as a residential home.
 - i. Staff has no evidence the house is not being used as a residence. There is private security on the lot, but that is increasingly common in West Lake Hills.
- vii. Commissioner Maccini: Are there other options than a swinging gate?
 - i. Sliding would be difficult with the cross slope.

d. Public Comments:

i. Tisha Ritta: Applicant

- i. Fence was installed in 2022 as an oversight from the property owner to address immediate security issues
- ii. There have been several incidents with the neighbor
- iii. Chair Meisel: What are the unique conditions on the lot that create the hardship requiring these variances?
- iv. Commissioner Webber:
 1. Why did the property owner purchase the property when it makes security and privacy so difficult?
- v. Commissioner Bartoletti: Is it fair to say that the terrain only creates a hardship in light of the security situation?
 1. Yes
- vi. Tisha Ritta: Fence does not create negative impact on any neighboring properties.

ii. Paul Hemmer: Neighbor – provided letter to Commission – appended to minutes as Exhibit B

- i. Oppose any and all variances for this lot
- ii. House is being used as a 24/7 security and support office and services other properties in the area owned by the owner
- iii. Nobody lives in the house
- iv. Staff for other houses use this house as a parking area and are transported to other properties
- v. We have been trying very hard to get a permit for a pool and gone out of our way to avoid requiring variances

iii. Anne Yeakel: Neighbor

- i. Against the variances

h. Discussion:

i. Commissioner Webber:

1. Process for variances are based on hardships linked to land and not occupants.
2. Surprised staff is recommending approval.
3. West Lake Hills may need to consider steeper consequences to prevent projects from moving forward without permits then asking for variances after installation, but that is a conversation for another time

ii. Commissioner Pledger:

1. There are other ways to provide security

2. Applicant chose to violate ordinances
3. Should not be approving extreme after-the-fact variances
- iii. Commissioner Bartoletti:
 1. Concurs with Commissioners Webber and Pledger.

i. Action:

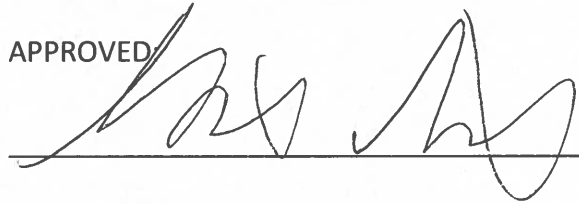
- i. Commissioner Bartoletti moves that the variance be forwarded to City Council with a recommendation of denial based on lack of appropriate hardships
 1. Commissioner Pledger seconds
 2. Motion carries unanimously (5-0)

Recommendation will be forwarded to City Council for consideration on May 14, 2025.

9. Adjournment - Chair Robert Meisel

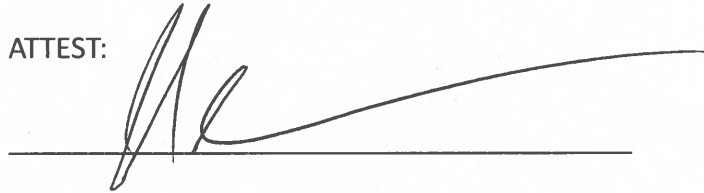
1. Chair Meisel adjourns the meeting at 8:05pm

APPROVED



Robert Meisel, Chair

ATTEST:



Joel Sherrouse, Development Coordinator

These minutes were approved on May 21, 2025.

Exhibit A

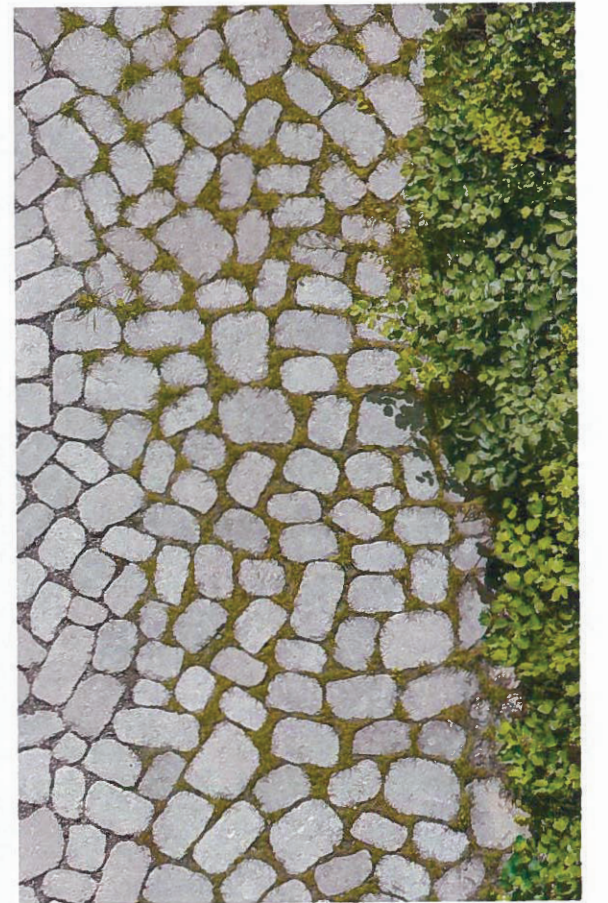






Exhibit A



PALO VERDE



CHERRY LAUREL



CORAL BARK JAPANESE MAPLE



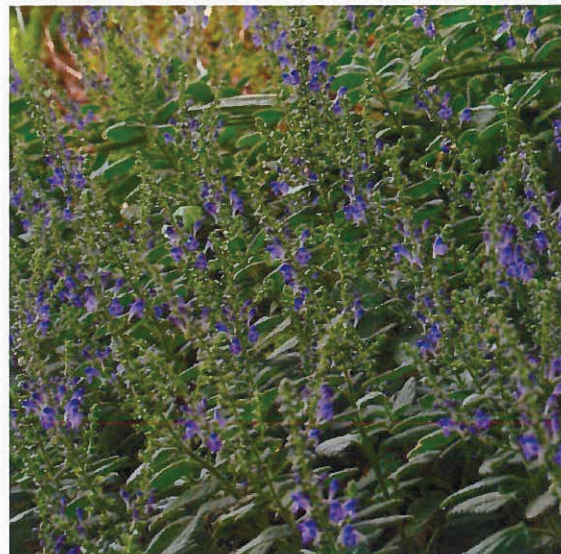
FRENCH MULBERRY



DWARF PALMETTO



MEXICAN BUSH SAGE



HEARTLEAF SKULLCAP



MEXICAN FEATHER GRASS



FORTNIGHT LILY



GIANT TURK'S CAP



GREY DESERT SPOON SOTOL



HORSETAIL



LITTLELEAF BOXWOOD



MONDO GRASS



FROG FRUIT

Exhibit B

From: [Paul Hemmer](#)
To: [Planner](#)
Cc: [Ted Lorenz](#); [Lesley Lorenz](#); [Chris Hester](#); [Arron Hester](#); [Jim Lewis](#)
Subject: ZAPCO Meeting; April 16, 2025 Item #8
Date: Wednesday, April 16, 2025 12:42:10 PM

You don't often get email from [REDACTED]. [Learn why this is important](#)

**To: Zoning & Planning Commission
West Lake Hills, Texas
Re: 109 Stratford Reserve Place Variance Requests
Item #8 on the agenda for April 16, 2025**

As neighbors to this property we oppose any and all variance requests to be granted. Our neighborhood consists of 4 single family residential homes. The lot in question isn't being used as a single family residence but actually as a 24/7/365 security office, and as an operation hub for other houses that the same owners own in the adjoining subdivisions. Granting these variances would do nothing but facilitate their bad behavior on our quiet little culdesac, which at times appears to be a parking lot with many employee cars parked every which way. Shift change happens 3 times a day, with cars coming and going, along with most of these employees ordering food deliveries all hours of the day and night. Transporting service employees to other houses leaving their cars on our quiet streets, hauling laundry to and fro to other houses has to stop.

I personally have been blocked by cars waiting to

Exhibit B

access through the vehicle gate while they use the call box and they wait for it to open. This isn't only in bad taste but it's dangerous for emergency vehicles. The very tall metal gate that is used as an employee entrance is not in keeping of the neighborhood. Actually it looks like it belongs at Ft. Knox. This same gate was built over the property line of the neighbors lot by 5 feet. The chain link fence that is super tall has fabric sheeting hanging down in need of repair.

I'm sure that the owners are going to say they need a fortress-like property for security reasons but they should have had their lawyers review these very ordinances before they purchased in our city. I believe that they need the fortress-like property to hide their behavior, since rarely does anyone stay at the residence besides security employees. These violations include the ignoring single family residences ordinance, construction workers working after hours and on weekends, remodeling garages to air conditioned spaces and septic/plumbing modifications without permits, etc....

Building codes and ordinances are for everyone in the city, not for one person!

Thank you for your time,

Exhibit B

Signed;

Paul Hemmer

[REDACTED]

Jim Lewis

[REDACTED]

Chris Hester

Arron Hester

[REDACTED]

Ted Lorenz

Lesley Lorenz

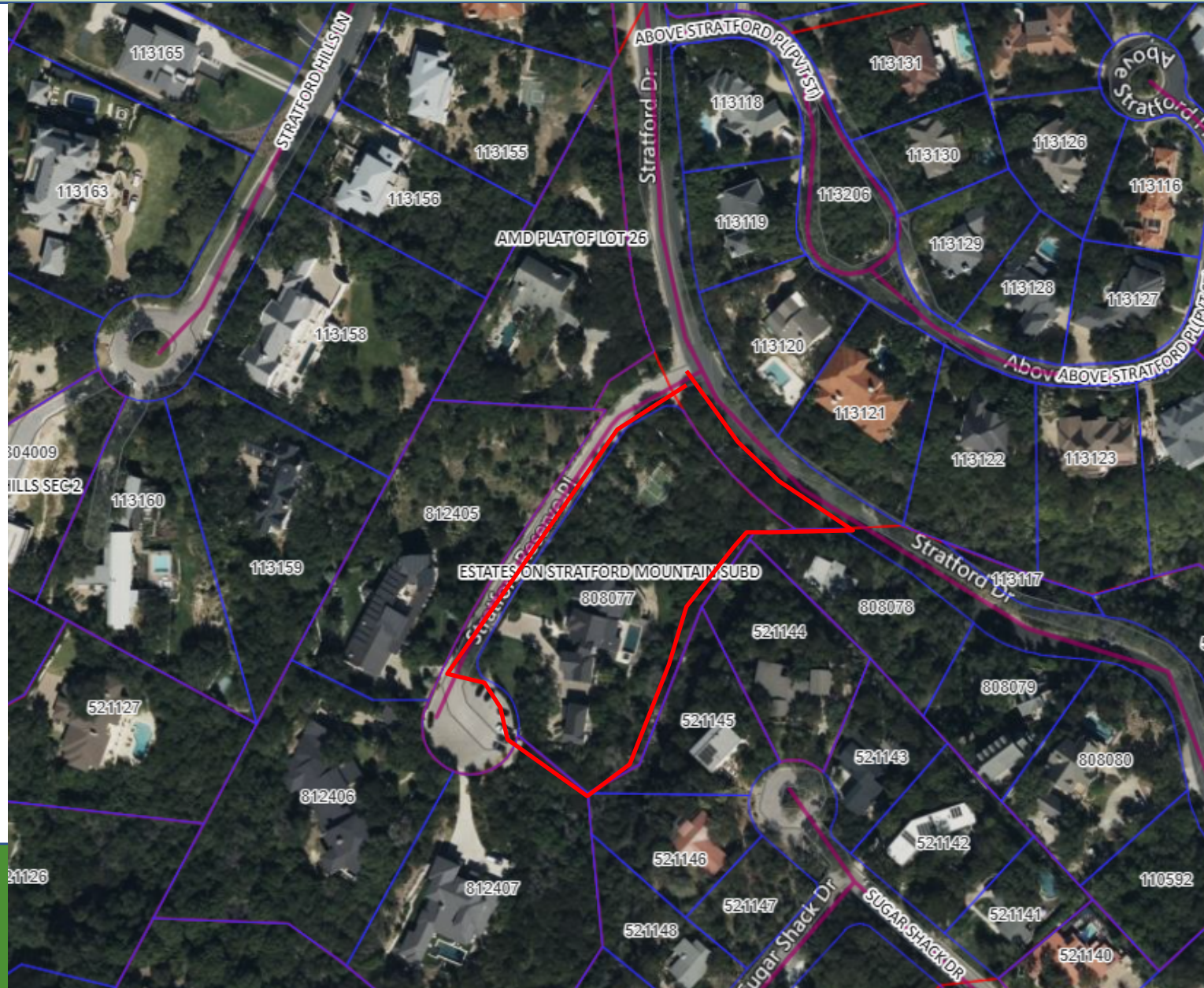
[REDACTED]

109 Stratford Reserve Pl.

4. 109 Stratford Reserve Pl.: Discuss and consider action on the following variances for a fence:
1. Placement of a vehicle gate that causes stacking not on private property, but into the public street. (Section 22.03.173(d)(5))
 2. Front yard fence and gate encroaching up to the front property line into the 30-foot front yard fence setback (Section 22.03.173(d)(6)(B)(ii))
 3. Side yard fence encroaching approximately 21.5 feet into front-yard fence setback (Section 22.03.173(d)(7))
 4. Exceeding required 6 foot maximum by 10.5 feet (16.5 feet from existing grade) on west side of property and 2 feet (8 feet from existing grade) along front of property (Section 22.03.173(d)(9)).

Applicant: Racy Haddad, Husch Blackwell, LLP

109 Stratford Reserve Pl.

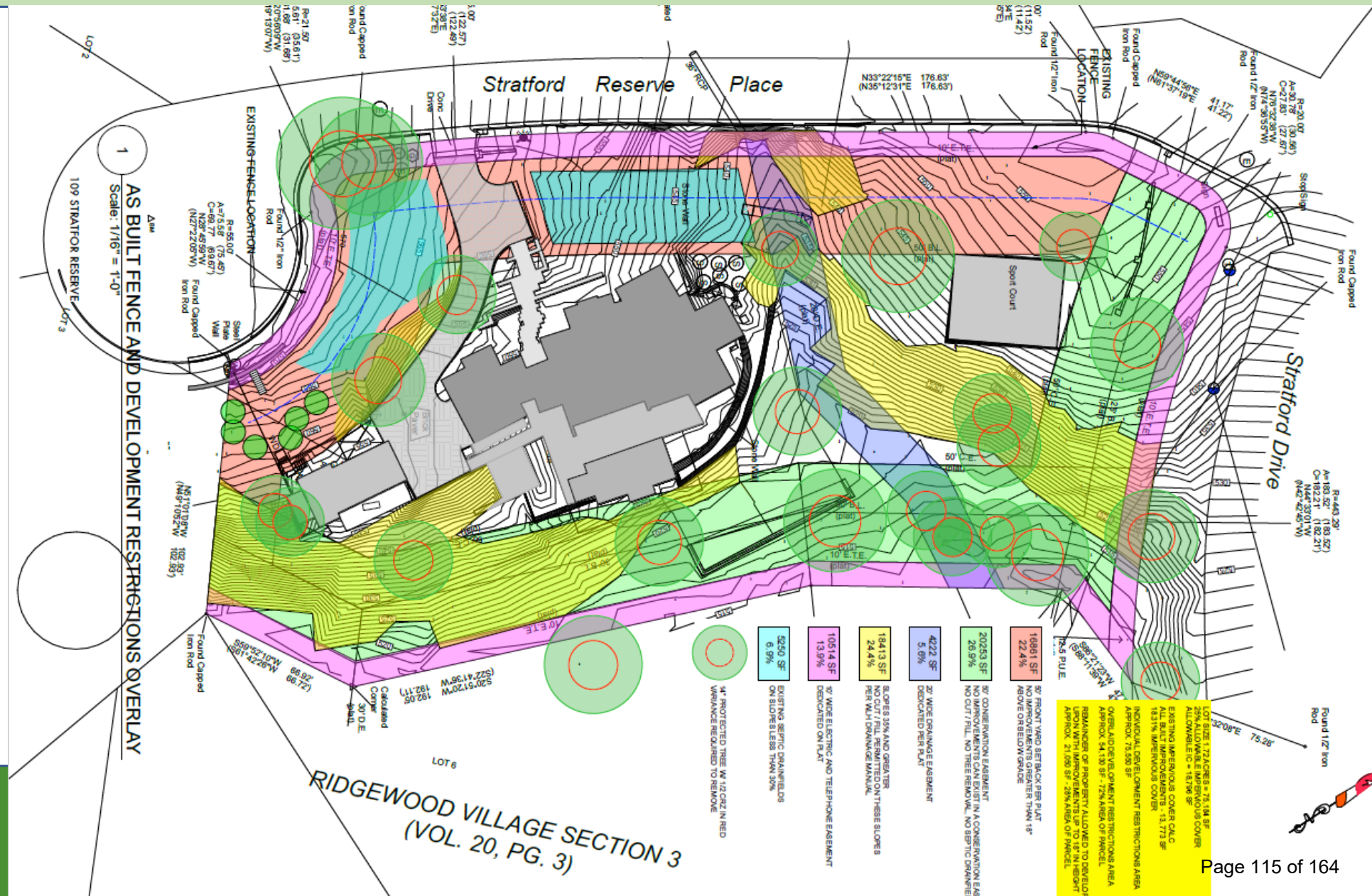


109 Stratford Reserve Pl.

- The applicant is requesting four variances related to a front yard fence and gates that were installed without permits.
- The fence variances include allowances for encroachment into the front fence setback, location of vehicle gate and stacking, increase in height over the maximum and transparency within the front setback.
- The applicant provided an exhibit that shows various site conditions and restrictions to the property, including slope, conservation easement and existing OSSF field.
- Item was considered at the April 16, 2025 Zoning & Planning Commission meeting.

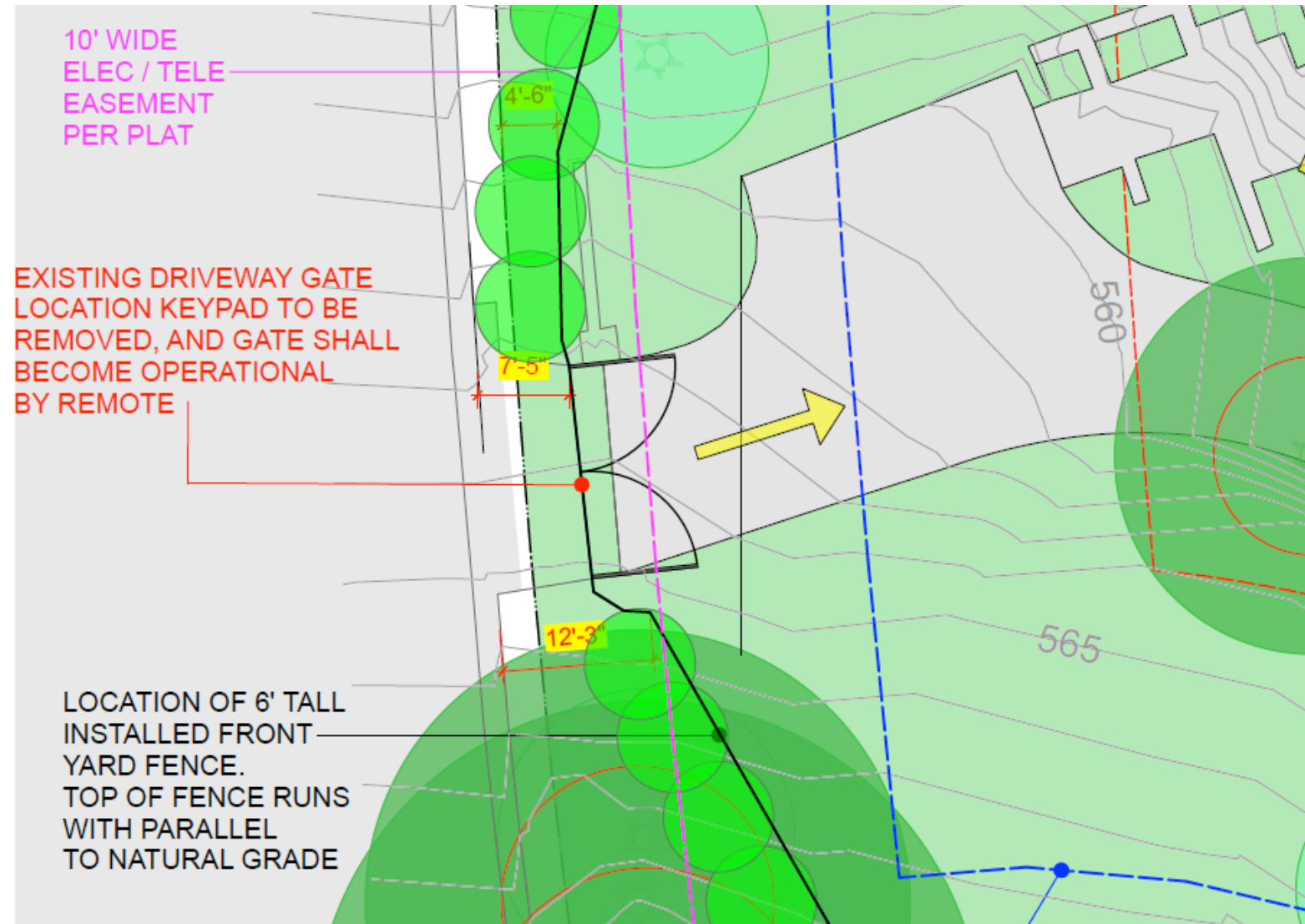
109 Stratford Reserve Pl.

Site Conditions



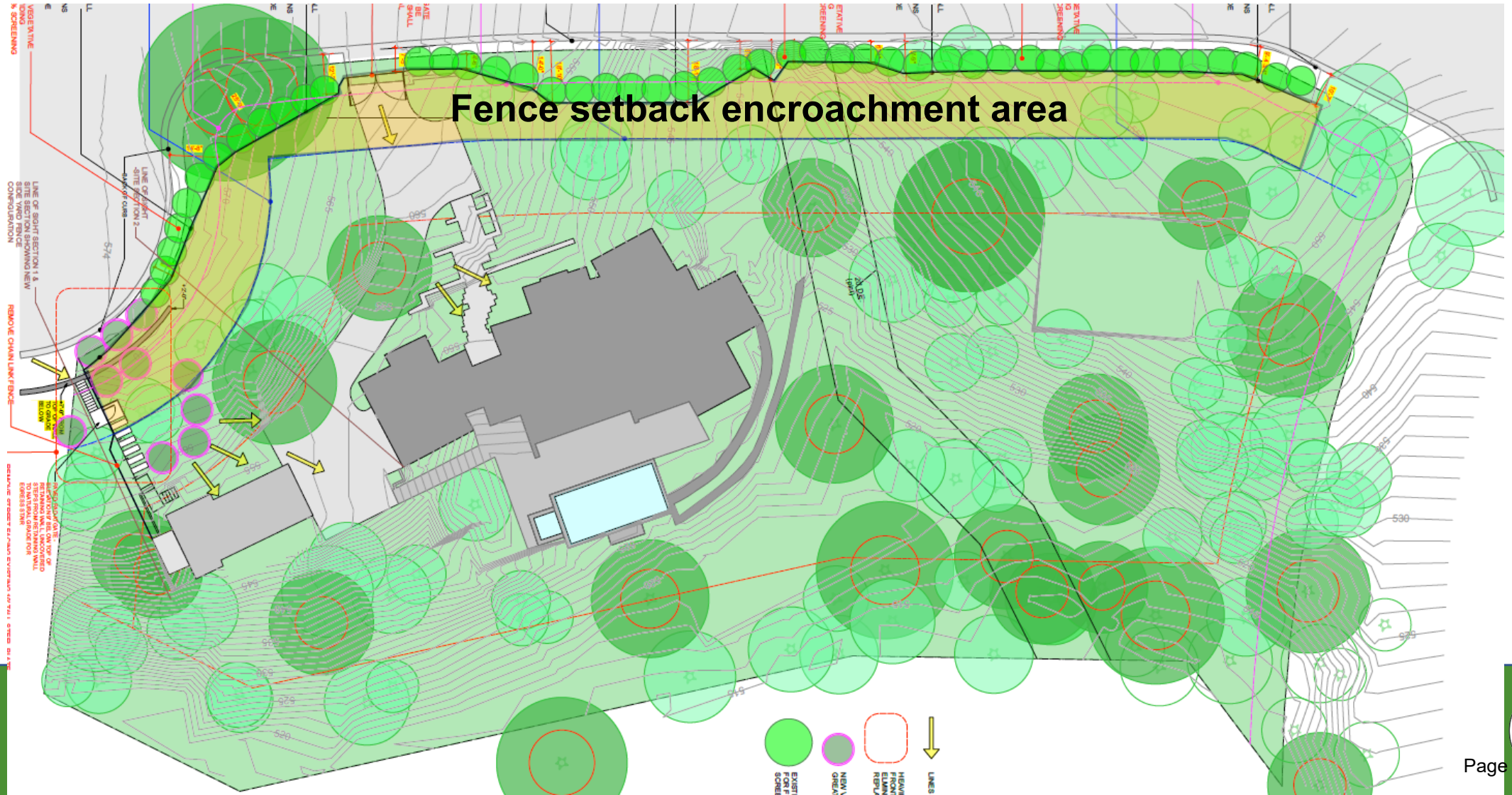
109 Stratford Reserve Pl.

Vehicle Gate Location



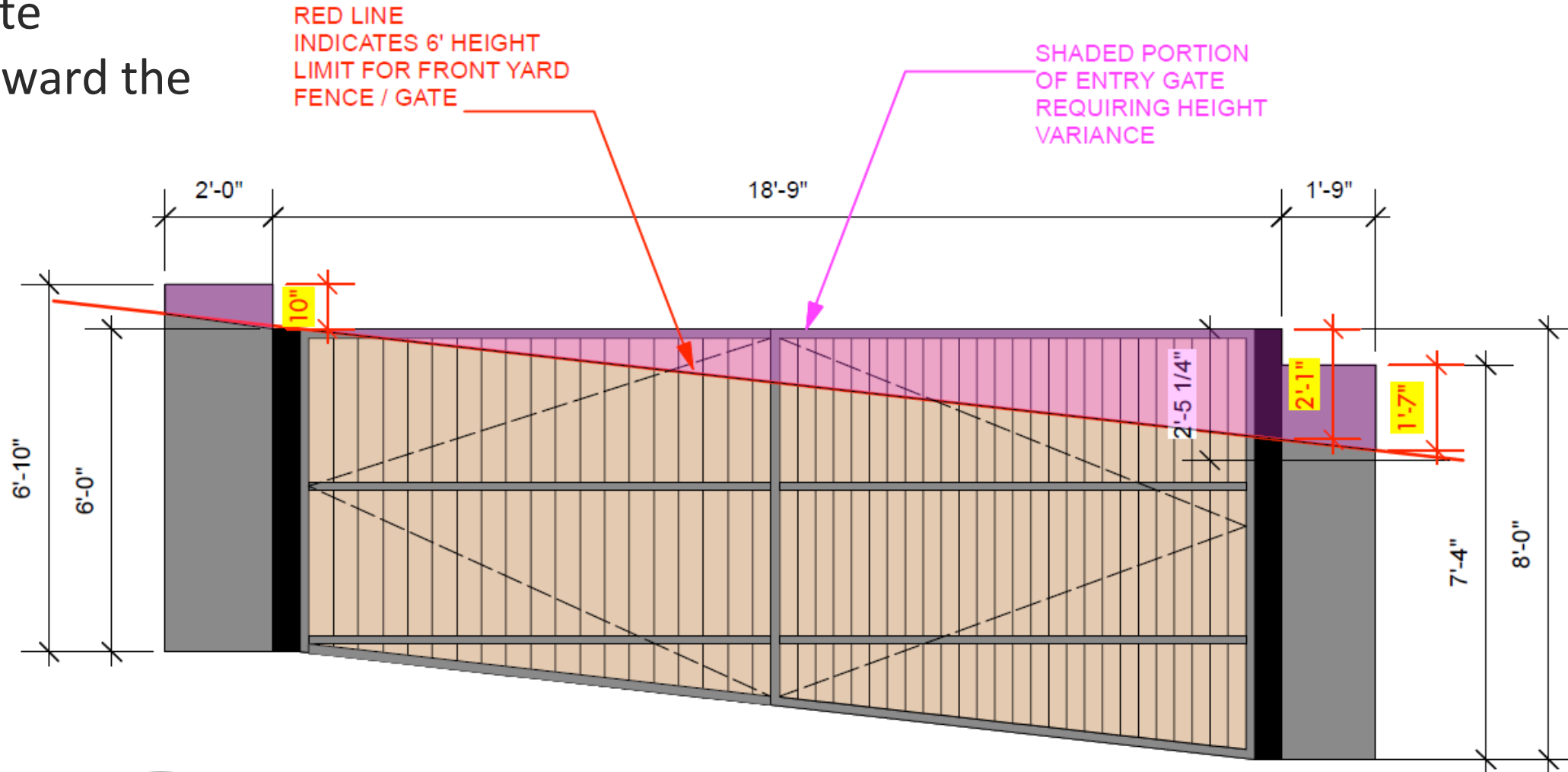
109 Stratford Reserve Pl.

Fence Location



109 Stratford Reserve Pl.

Vehicle Gate
(looking toward the street)



2

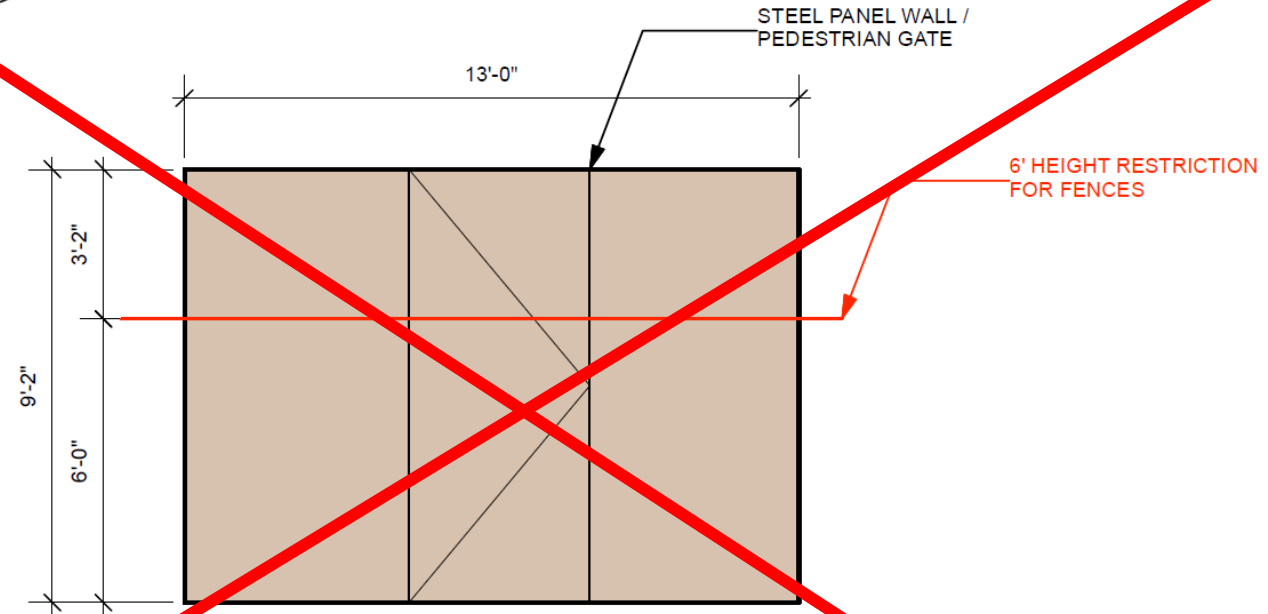
DRIVEWAY ENTRY GATE

Scale: 1/4" = 1'-0"

109 Stratford Reserve Pl.

Pedestrian gate/fence elevation

- Solid metal wall and street facing pedestrian gate removed.
- Replace with 6' decorative metal to match existing.



3

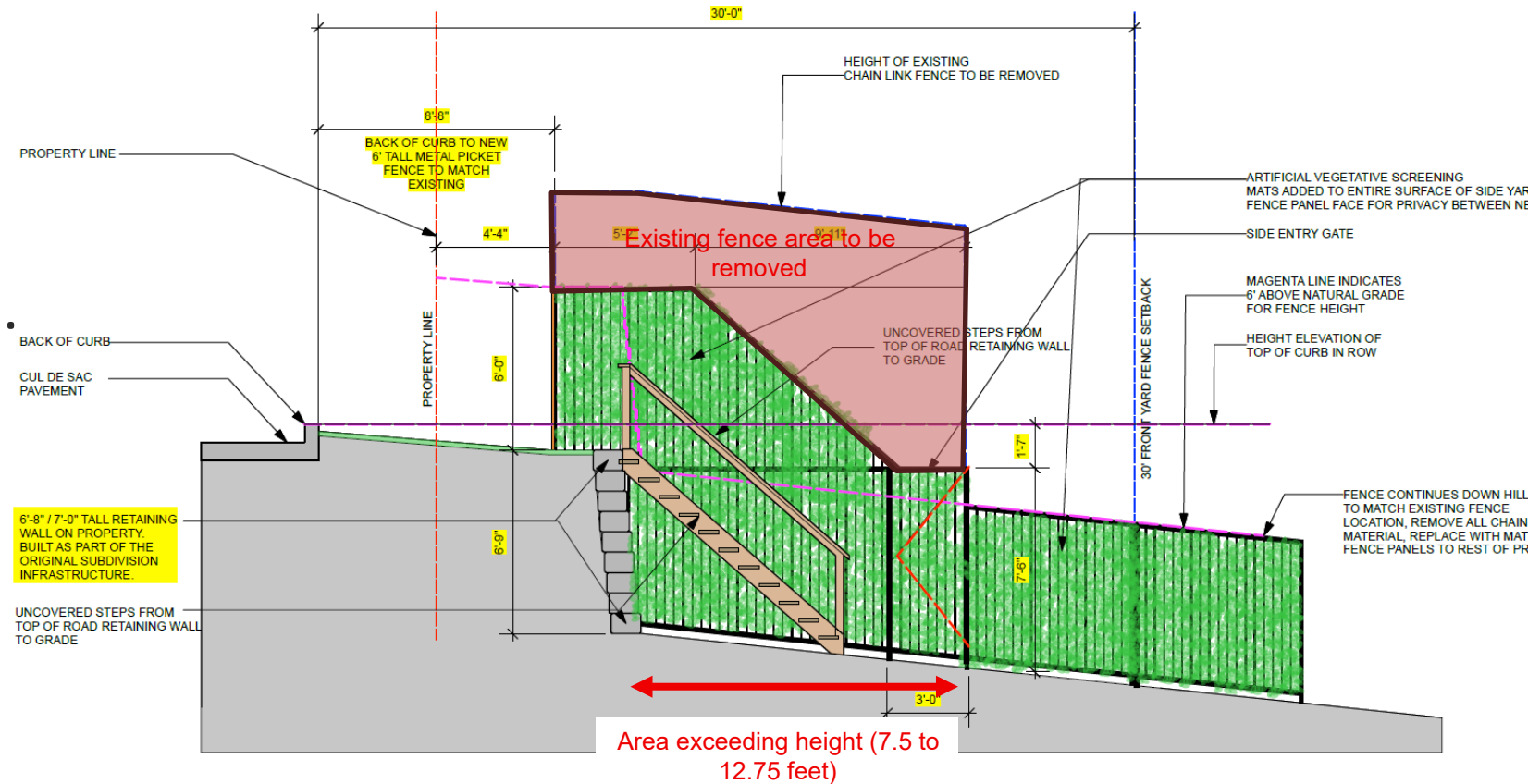
PLATE STEEL WALL / PEDESTRIAN GATE

Scale: 1/4" = 1'-0"

109 Stratford Reserve Pl.

Side fence profile (southwest property line)

- Stairs moved outside of fence.
- Existing chain-link removed.
- Replaced with decorative metal.
- Reduced from 16.5 feet to 7.5/12.75 feet for a 12.5 foot length.



30 x 11.00 in

109 Stratford Reserve Pl.

Public Comment:

- As of the date of the report, three written comments were received, one in support, two in opposition.
- Two neighbors spoke against the request at the April 16, 2025 ZAPCO meeting.

109 Stratford Reserve Pl.

Hold a public hearing and determine the following findings of fact to approve or deny the requested variances.

- 1) The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.
- 2) There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.
- 3) There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.
- 4) The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.

The findings of fact as alleged by the applicant are attached in Exhibit A.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>July 9, 2025</u>	Item Number:	<u>5</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>See Attached</u>
	<u>FY2025-26 Proposed</u>		
Exhibits:	<u>Budget</u>	Source of Funds:	<u></u>

Subject

Discuss and consider action on the Fiscal Year 2025-26 Proposed Budget.

Recommendation

Discuss and consider action.

Discussion

This Proposed Budget for FY2025-26 is based on:

Revenues:

- Property Tax – No New Revenue Rate of 0.17783 down 0.00077 from last year's tax rate of 0.1786
- Sales Tax is expected to remain the same

Expenses:

- Items Added to Proposed Budget list is at the back of the budget



City of West Lake Hills

Fiscal Year 2025-2026

James Vaughan, Mayor

PROPOSED BUDGET - JULY 2, 2025

CITY OF WEST LAKE HILLS
ITEMS ADDED TO PROPOSED BUDGET/BUDGET ITEMS FOR CONSIDERATION
AS OF 7/02/25
FY2025-26

ADDED TO PROPOSED BUDGET:

Department	Account #	Line Item	Description	Amount to Add to Budget	Recurring Cost
Admin	01-60270	Printing/Publications	Monthly Newsletter @ \$1405/mo instead of Quarterly	\$16,860	Yes
Admin	01-60430	Public Information Services	eCode Track Back \$3202 one time expense & \$350 recurring annual expense	\$3,552	\$350
Admin	01-60550	Capital Outlay-Computers	Replace 4 laptops	\$20,000	4-YR Plan
PD	01-61055	Computer Maintenance/Software/Accessories	Axon-Fleet Door Trigger Hardware	\$3,875	5-Yr Contract - 4% inc each year
PD	01-61562	Capital Outlay-Radar Speed Trailer	New trailer to replace old	\$20,000	No
Planning	01-63205	Consultant Fees	Records Consultants-Scanning add'l \$6631.50; MDA \$18K; ESRI \$ 20K; MS4 \$5K; IAMGIS \$5500; DARK SKY \$25K; TCEQ \$1K	\$84,500	Yes
Planning	01-63206	Drainage Manual	Review & Rewrite	\$50,000	No
Planning	01-63330	Salaries	New Planner Position	\$60,000	Yes
Planning	01-63340	Payroll Tax	New Planner Position	\$4,849	Yes
Planning	01-63341	Retirement	New Planner Position	\$12,103	Yes
Planning	01-63343	Vehicle/Phone Allowance	New Planner Position	\$3,960	Yes
Planning	01-63344	Medical/Dental/Vision/Life	New Planner Position	\$14,078	Yes
Planning	01-63540	Capital Outlay-Computers	1-New laptop for new position & 1 new iPad-Inspector	\$5,500	4-YR Plan
PW	01-64560	Campo Grant-Eanes Ck Trail	20% match for \$416,000 grant -non construction planning	\$84,000	No
Facilities	01-68050	Building Maintenance/Supplies	Consolidated expenses from each department into new Facilities Dept.-Air Filters, Lights, Elevator Contract, Generator Contract, Pest Control, Plumbing, A/C, Electrical, Camera & Access Controls, Fire Extinguishers, etc.	\$20,000	Yes
Facilities	01-68051	Grounds Maint-City Hall	New Line Item for New City Hall grounds maintenance	\$25,000	Yes
Facilities	01-68140	Equipment Contracts	Consolidated expenses from each department into new Facilities Dept.-Copier Contract & Gym Equipment	\$38,250	Yes
Facilities	01-68190	Janitorial	Consolidated expenses from each department into new Facilities Dept.-Janitorial Contract & Supplies	\$25,000	Yes
Facilities	01-68450	Telecom/Internet	Consolidated expenses from each department into new Facilities Dept.-Spectrum Phones & AT&T Internet	\$22,600	Yes
Facilities	01-68465	General Insurance	TML Insurance	\$35,000	Yes
Facilities	01-68490	Utilities	Electric, Gas, Water & Wastewater	\$35,000	Yes
WW	02-60565	Capital Outlay-WW System	Rocky River Lift Station Upgrade \$50k; Rehab Manholes \$50k; Other WW Line Rehab \$35k	\$135,000	5-YR Plan
Tree Fund	08-60305	Contract Arborist	Contract for expert advise	\$6,000	Yes
ALL DEPTS	Payroll	Salaries	Included 4% increase	\$68,000	Yes
ALL DEPTS	Payroll	Benefits	Included 10% Increase for Medical, Dental, Vision & Life Ins	\$44,300	Yes
Sub-Total of Items added to Proposed Budget				\$837,427	

NOT ADDED TO BUDGET (FOR CONSIDERATION):

PW	01-64160	Fire Safety/Brush Pickup	Possible brush pickup	\$300,000	No
Sub-Total of Items NOT added to the Proposed Budget				\$300,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET SUMMARY TOTALS - ALL GENERAL FUNDS
FY 2025-2026

AS OF 7/2/25

	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	TOTAL GENERAL FUNDS
REVENUE SOURCE						
TAXES	\$ 6,783,000	\$ 1,400,000				\$ 8,183,000
PERMITS	402,000					402,000
FEES	540,000					540,000
FINES & WARRANTS	148,500		26,200			174,700
INTEREST & MISC REVENUE	528,500			1,500	15,000	545,000
TOTAL REVENUE	\$ 8,402,000	\$ 1,400,000	\$ 26,200	\$ 1,500	\$ 15,000	\$ 9,844,700
DEPARTMENTAL EXPENSE						
ADMINISTRATION	\$ 1,422,137					\$ 1,422,137
POLICE	3,336,189			1,500		3,337,689
PLANNING & DEVELOPMENT	1,261,525					1,261,525
PUBLIC WORKS	1,223,375					1,223,375
MUNICIPAL COURT	396,802		16,000			412,802
FACILITIES MAINTENANCE & OPERATIONS	200,850					200,850
CAPITAL OUTLAY - GF	160,000	1,400,000	5,000			1,565,000
TREE FUND					31,000	31,000
TOTAL EXPENSE	\$ 8,000,878	\$ 1,400,000	\$ 21,000	\$ 1,500	\$ 31,000	\$ 9,454,378
BUDGET SURPLUS/ (SHORTFALL)	\$ 401,122	\$ -	\$ 5,200	\$ -	\$ (16,000)	\$ 390,322

	GENERAL FUND	2021 STREET MAINT. FUND	COURT SPECIAL REVENUE FUND	PD SPECIAL REVENUE FUND	STAN GRAHAM MEMORIAL TREE FUND	TOTAL GENERAL FUNDS
Audited Ending Fund Balances - 9/30/22	\$ 10,125,776	\$ -	\$ 162,105	\$ 43,172	\$ 217,262	\$ 10,548,315
Audited Ending Fund Balances - 9/30/23	\$ 9,562,230	\$ 1,236,840	\$ 184,787	\$ 41,335	\$ 275,248	\$ 11,300,440
Audited Ending Fund Balances - 9/30/24	\$ 11,617,717	\$ 2,168,809	\$ 200,228	\$ 41,501	\$ 420,388	\$ 14,448,643
Projected EOY Fund Balances - 9/30/25	\$ 10,273,378	\$ 2,120,873	\$ 206,928	\$ 41,501	\$ 444,638	\$ 13,087,318
Projected EOY Fund Balances - 9/30/26	\$ 10,674,500	\$ 2,120,873	\$ 212,128	\$ 41,501	\$ 428,638	\$ 13,477,640
Less: Stabilization Cash Reserve	\$ (3,451,027)					
Less: Legal Counsel Cash Reserve	\$ (300,000)					
Less: Emergency Recovery Reserve	\$ (2,500,000)					
Less: Emergency Preparedness Reserve	\$ (750,000)					
Unrestricted General Fund Balance	<u>\$ 3,673,473</u>					

CITY OF WEST LAKE HILLS
PROJECTED YEAR END BUDGET SUMMARY TOTALS - ALL GENERAL FUNDS
FY 2024-2025

AS OF 7/2/25

	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	TOTAL GENERAL FUNDS
REVENUE SOURCE						
TAXES	\$ 6,783,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ 8,183,000
PERMITS	452,000		-	-	-	452,000
FEES	550,424		-	-	-	550,424
FINES & WARRANTS	125,900		-	-	-	125,900
INTEREST & MISC REVENUE	1,162,323		26,200	3,035	54,250	1,245,808
TOTAL REVENUE	\$ 9,073,647	\$ 1,400,000	\$ 26,200	\$ 3,035	\$ 54,250	\$ 10,557,132
DEPARTMENTAL EXPENSE						
ADMINISTRATION	\$ 1,362,528		\$ -	\$ -	\$ -	\$ 1,362,528
POLICE	2,954,911		-	3,035	-	2,957,946
PLANNING & DEVELOPMENT	1,082,696		-	-	-	1,082,696
PUBLIC WORKS	1,116,543	12,066				1,128,609
MUNICIPAL COURT	374,915		19,500	-	-	394,415
FACILITIES MAINTENANCE & OPERATIONS	43,750					43,750
CAPITAL OUTLAY - GF	482,643	1,435,870	-	-		1,918,513
TREE FUND	-		-	-	30,000	30,000
TOTAL EXPENSE	\$ 7,417,986	\$ 1,447,936	\$ 19,500	\$ 3,035	\$ 30,000	\$ 8,918,457
BUDGET SURPLUS/ (SHORTFALL)	\$ 1,655,661	\$ (47,936)	\$ 6,700	\$ -	\$ 24,250	\$ 1,638,675

	GENERAL FUND	2021 STREET MAINT. FUND	COURT SPECIAL REVENUE FUND	PD SPECIAL REVENUE FUND	STAN GRAHAM MEMORIAL TREE FUND	TOTAL GENERAL FUNDS
Audited Ending Fund Balances - 9/30/21	\$ 8,319,860	\$ -	\$ 137,276	\$ 41,975	\$ 193,025	\$ 8,692,136
Audited Ending Fund Balances - 9/30/22	\$ 10,125,776	\$ -	\$ 162,105	\$ 43,172	\$ 217,262	\$ 10,548,315
Audited Ending Fund Balances - 9/30/23	\$ 9,562,230	\$ 1,236,840	\$ 184,787	\$ 41,335	\$ 275,248	\$ 11,300,440
Audited Ending Fund Balances - 9/30/24	\$ 11,617,717	\$ 2,168,809	\$ 200,228	\$ 41,501	\$ 420,388	\$ 14,448,643
Projected EOY Fund Balances - 9/30/25	\$ 10,273,378	\$ 2,120,873	\$ 206,928	\$ 41,501	\$ 444,638	\$ 13,087,318
Less: Stabilization Cash Reserve	\$ (3,250,000)					
Less: Legal Counsel Cash Reserve	\$ (300,000)					
Less: Contingency Cash Reserve	\$ (500,000)					
Less: Brush Pickup Reserve	\$ (200,000)					
Less: City Hall Cash Reserve Fund	\$ -					
Unrestricted General Fund Balance	\$ 6,023,378					

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
TAXES								
01-40100 PROPERTY TAXES	2,027,107	3,235,995	3,833,969	3,920,000	3,867,964	3,920,000	3,920,000	
01-40200 SALES TAX	3,814,133	2,700,666	2,720,127	2,650,000	2,145,362	2,820,000	2,820,000	
01-40250 MIXED BEVERAGE TAX	40,815	45,940	43,094	48,000	27,885	43,000	43,000	
TOTAL TAXES	5,882,055	5,982,602	6,597,190	6,618,000	6,041,211	6,783,000	6,783,000	
PERMITS								
01-41000 BUILDING PERMITS	393,337	344,291	330,662	330,000	314,903	450,000	400,000	
01-41010 TECHNOLOGY FEE - PLANNING	1,395	2,783	2,465	2,000	915	2,000	2,000	
TOTAL PERMITS	394,732	347,073	333,127	332,000	315,818	452,000	402,000	
FEES								
01-42000 SUBDIVISION PLATS	468	0	0	0	0	0	0	
01-42010 STREET MAINT FEES	31,461	7,263	0	0	424	424	0	
01-42020 ZONING FEES	96,373	47,255	48,075	40,000	31,505	43,000	45,000	
01-42025 INSPECTION FEES	41,285	54,010	37,090	45,000	34,900	45,000	45,000	
01-42030 PLANNING ADMINISTRATIVE FEES	10,767	12,437	13,205	13,000	14,128	20,000	15,000	
01-42040 TELECOM FRANCHISE/ROW FEES	61,817	51,255	42,116	55,000	26,073	35,000	30,000	
01-42043 NATURAL GAS FRANCHISE FEES	48,783	52,262	41,576	40,000	19,334	40,000	40,000	
01-42045 ELECTRIC FRANCHISE FEES	245,517	275,005	318,427	325,000	244,793	325,000	325,000	
01-42050 CABLE FRANCHISE FEES	48,724	48,447	45,045	50,000	31,152	42,000	40,000	
TOTAL FEES	585,194	547,935	545,534	568,000	402,308	550,424	540,000	
FINES & WARRANTS								
01-44000 FINES	141,280	166,746	129,128	140,000	91,221	120,000	140,000	
01-44100 WARRANT FEES	1,600	650	1,850	2,000	550	900	2,000	
01-44150 COURT ADMINISTRATIVE FEES	16,956	16,817	6,510	10,000	3,803	5,000	6,500	
TOTAL FINES & WARRANTS	159,836	184,213	137,488	152,000	95,574	125,900	148,500	
INTEREST & MISC.								
01-45000 INTEREST INCOME	81,257	565,851	789,070	550,000	504,228	550,000	400,000	
01-45005 PROPERTY TAX P & I	10,005	26,882	34,759	25,000	20,637	30,000	30,000	
01-45007 LEASES	76,177	77,900	79,662	81,885	77,830	81,885	83,500	
01-45008 LEASE-PARKING LOT	0	4,524	5,700	0	0	0	0	
01-45010 MISCELLANEOUS INCOME	146,523	17,365	14,872	167,921	439,145	440,000	15,000	
01-45012 POLICE GRANT REVENUE	0	50,598	0	0	0	0	0	
01-45018 CLRF GRANT (ARPA)	56,811	82,730	0	0	0	0	0	
01-45019 OPIOID SETTLEMENT	0	5,354	2,422	0	5,082	0	0	
01-45040 SALE OF ASSETS	8,500	27,949	20,638	59,988	60,438	60,438	0	
TOTAL INTEREST & MISC.	379,274	859,152	947,123	884,794	1,107,360	1,162,323	528,500	
TOTAL REVENUES	7,401,091	7,920,975	8,560,462	8,554,794	7,962,271	9,073,647	8,402,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
ADMINISTRATION

EXPENDITURES	2021-2022 ACTUAL	2022-2023 ACTUAL	2023-2024 ACTUAL	(----- 2024-2025 -----) CURRENT BUDGET	(----- 2024-2025 -----) Y-T-D ACTUAL	(----- 2024-2025 -----) PROJECTED YEAR END	(----- 2025-2026 -----) REQUESTED BUDGET PB	(----- 2025-2026 -----) PROPOSED BUDGET SELECTED
MAINTENANCE								
01-60050 BUILDING MAINTENANCE	3,243	21,472	4,435	5,000	15,380	20,000	0	
01-60055 COMP MAINT/SOFTWARE/ACCESSORIE	27,354	30,867	20,913	70,000	22,623	55,000	60,350	
TOTAL MAINTENANCE	30,596	52,339	25,349	75,000	38,002	75,000	60,350	
REPAIRS								
01-60140 EQUIPMENT CONTRACTS	645	1,392	1,112	2,000	807	2,000	0	
01-60190 JANITORIAL	6,141	5,857	7,513	9,000	3,933	7,000	0	
TOTAL REPAIRS	6,785	7,249	8,625	11,000	4,740	9,000	0	
CONTRACT SERVICES								
01-60200 OUTSIDE LEGAL COUNSEL	94,964	21,841	0	10,000	0	0	0	
01-60205 CONSULTANT FEES	28,069	53,489	35,513	84,500	42,786	84,500	84,500	
01-60206 CITY HALL/911 PROJECT MANAGER	0	26,136	0	0	0	0	0	
01-60210 CITY ATTORNEY FEES	62,925	84,862	33,723	75,000	22,460	50,000	75,000	
01-60210.CITY ATTORNEY - LITIGATION	4,128	59,183	292,366	20,000	6,433	20,000	20,000	
01-60212 CODIFICATION	4,421	2,225	11,102	15,000	3,676	15,000	15,000	
01-60214 TAX COLLECTION EXPENSE	4,911	5,612	6,040	6,500	6,192	6,192	6,500	
01-60215 APPRAISAL DISTRICT EXPENSE	8,295	19,876	29,756	32,000	22,526	32,000	33,500	
01-60216 AUDITING SERVICES	23,160	24,720	27,180	29,000	20,300	29,000	30,500	
01-60219 CITY COUNCIL EXPENSES	0	0	1,671	3,000	897	3,000	3,000	
01-60220 TRAINING	4,159	15,684	7,404	16,000	9,046	16,000	18,000	
01-60221 MEMBERSHIPS/SUBSCRIPTIONS	4,649	4,005	12,408	13,000	11,189	13,000	13,000	
01-60222 IT - MANAGED SERVICE PROVIDER	0	0	0	0	0	0	9,650	
01-60230 OFFICE SUPPLIES	2,231	1,366	2,254	3,000	959	3,000	3,000	
01-60235 ELECTION EXPENSES	16,817	9,424	0	12,000	7,221	12,000	15,000	
01-60250 POSTAGE	562	975	1,498	1,000	1,026	1,500	2,000	
01-60260 EMPLOYMENT ADS/RECRUITMENT	41,856	0	0	250	0	250	250	
01-60266 CREDIT CARD FEES	24	0	0	0	0	0	0	
01-60270 PRINTING/PUBLICATIONS	2,422	9,049	5,813	10,000	8,488	10,000	16,860	
01-60280 PUBLIC NOTICES	15,153	5,561	3,736	10,000	0	10,000	10,000	
01-60290 RECORDS STORAGE & MAINTENANCE	832	1,084	699	1,450	656	1,450	1,450	
TOTAL CONTRACT SERVICES	319,578	345,090	471,163	341,700	163,857	306,892	357,210	
PAYROLL								
01-60330 SALARIES	397,471	484,597	581,157	617,380	451,151	617,380	642,100	
01-60340 PAYROLL TAX	28,983	34,296	42,263	49,395	34,567	49,395	51,375	
01-60341 RETIREMENT	67,402	78,518	109,599	123,030	92,761	123,030	128,500	
01-60342 LONGEVITY	715	895	3,055	4,065	2,820	4,065	5,085	
01-60343 VEHICLE/PHONE ALLOWANCE	6,700	10,340	23,385	23,400	16,575	23,400	23,400	
01-60344 MEDICAL/DENTAL/VISION/LIFE INS	52,441	76,815	81,447	118,605	83,453	118,605	130,465	
01-60346 WORKERS COMP INSURANCE	713	670	652	842	877	877	950	
TOTAL PAYROLL	554,424	686,132	841,557	936,717	682,204	936,752	981,875	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
ADMINISTRATION

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
<u>UTILITIES & SUNDRY</u>								
01-60430 PUBLIC INFORMATION SERVICES	4,169	2,604	2,604	7,500	6,162	7,500	10,702	
01-60440 SUNDRY	2,732	1,572	1,323	2,000	1,674	2,000	2,000	
01-60450 TELECOM/CELL/WIFI	4,692	4,207	2,968	4,500	1,209	4,500	1,000	
01-60465 GENERAL INSURANCE	2,677	3,064	2,842	3,200	3,384	3,384	3,500	
01-60477 TEAM DEVELOPMENT	3,213	5,043	3,454	5,000	2,595	5,000	5,000	
01-60485 UNIFORMS	0	810	379	500	328	500	500	
01-60490 UTILITIES	9,343	11,824	13,730	12,000	10,900	12,000	0	
TOTAL UTILITIES & SUNDRY	26,826	29,123	27,300	34,700	26,250	34,884	22,702	
<u>CAPITAL OUTLAY</u>								
01-60550 COMPUTERS/FURNITURE/EQUIP	9,243	50,361	54,213	50,000	0	50,000	20,000	
TOTAL CAPITAL OUTLAY	9,243	50,361	54,213	50,000	0	50,000	20,000	
<u>TRANSFERS</u>								
TOTAL ADMINISTRATION	947,453	1,170,294	1,428,206	1,449,117	915,053	1,412,528	1,442,137	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
POLICE DEPARTMENT

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
01-61050 BUILDING MAINTENANCE	6,219	5,848	12,928	10,000	10,253	12,000	0	
01-61055 COMP MAINT/SOFTWARE/ACCESSORIE	57,249	81,284	89,408	85,000	66,349	85,000	48,500	
01-61060 VEHICLE M & O	13,638	30,539	23,801	22,000	37,055	40,000	30,000	
01-61061 FUEL	33,243	30,273	27,691	40,000	18,107	30,000	30,000	
01-61080 RADAR REP/CALIBRATION	440	400	328	1,000	0	1,000	1,000	
TOTAL MAINTENANCE	110,789	148,344	154,156	158,000	131,765	168,000	109,500	
REPAIRS								
01-61150 EQUIPMENT CONTRACTS/REPAIRS	25,959	27,169	18,919	29,000	16,244	29,000	15,000	
01-61190 JANITORIAL	6,709	8,141	9,979	10,000	4,886	9,000	0	
TOTAL REPAIRS	32,667	35,310	28,898	39,000	21,130	38,000	15,000	
CONTRACT SERVICES								
01-61200 CITY ATTORNEY FEES	4,459	660	60	2,500	0	1,000	2,500	
01-61210 MEDICAL EXAMINATIONS	1,040	913	1,449	3,000	370	3,000	3,000	
01-61211 PSYCHOLOGICAL EXAMINATIONS	3,850	3,550	4,750	4,000	1,500	4,000	4,000	
01-61213 PSYCHOLOGICAL COUNSELING	650	200	2,890	2,500	200	2,500	2,500	
01-61215 OPIOID SETTLEMENT EXPENSES	1,620	0	0	3,960	3,960	3,960	0	
01-61221 MEMBERSHIPS/SUBSCRIPTIONS	6,990	4,509	8,732	9,000	1,179	9,000	9,000	
01-61222 IT-MANAGED SERVICE PROVIDER	0	0	0	0	0	0	36,500	
01-61225 BODY CAMERA STORAGE GRANT EXP	3,520	0	0	0	0	0	0	
01-61226 BODY CAMERA CONTRACT	0	0	0	0	0	0	16,248	
01-61227 TASER CONTRACT	0	0	0	0	0	0	12,950	
01-61230 OFFICE SUPPLIES	5,032	4,938	4,273	5,000	2,439	5,000	5,000	
01-61240 POLICE SUPPLIES	20,489	22,691	24,489	22,000	17,981	22,000	22,000	
01-61250 POSTAGE	349	269	94	500	102	500	500	
01-61256 DISPATCH/CTECC	122,434	140,799	161,919	186,206	186,207	186,207	194,611	
01-61260 EMPLOYMENT ADS/RECRUITING	3,074	3,590	0	2,000	272	2,000	2,000	
01-61290 RECORDS STORAGE & MAINTENANCE	693	621	185	200	148	200	200	
TOTAL CONTRACT SERVICES	174,200	182,739	208,840	240,866	214,358	239,367	311,009	
PAYROLL								
01-61330 SALARIES	1,204,416	1,282,459	1,296,633	1,549,020	996,631	1,450,000	1,685,760	
01-61335 CERTIFICATION PAY	18,158	15,008	32,642	43,446	25,148	34,500	44,300	
01-61336 BI-LINGUAL INCENTIVE	0	0	0	2,400	50	400	2,400	
01-61340 PAYROLL TAXES	94,397	93,602	104,525	127,640	84,787	111,070	138,250	
01-61341 RETIREMENT	199,471	231,362	255,034	315,880	212,046	287,400	342,300	
01-61342 LONGEVITY	7,660	7,585	7,480	8,930	6,220	8,930	10,510	
01-61343 VEHICLE/PHONE ALLOWANCE	7,920	7,920	53,125	62,520	36,285	53,500	62,520	
01-61344 MEDICAL/DENTAL/VISION/LIFE INS	178,772	180,091	188,661	398,663	179,628	361,500	438,500	
01-61346 WORKERS COMP INSURANCE	29,405	33,115	34,096	34,955	35,740	35,740	35,740	
TOTAL PAYROLL	1,740,199	1,851,142	1,972,196	2,543,454	1,576,536	2,343,040	2,760,280	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
POLICE DEPARTMENT

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
UTILITIES & SUNDRY								
01-61430 PUBLIC INFORMATION SERVICES	0	0	0	6,835	7,834	7,834	7,900	
01-61450 TELECOM/CELL/WIFI	24,311	26,682	24,800	27,000	14,969	27,000	14,500	
01-61465 GENERAL INSURANCE	23,553	25,487	30,020	33,000	37,670	37,670	44,000	
01-61470 TRAINING	15,652	22,197	27,529	37,500	21,150	37,500	37,500	
01-61475 COMMUNITY RELATIONS/NNO	5,713	5,322	5,788	6,000	1,863	4,000	4,000	
01-61477 TEAM DEVELOPMENT	2,929	2,692	3,078	6,000	2,830	6,000	6,000	
01-61480 UNIFORM ALLOWANCE	18,528	16,392	14,661	18,000	13,733	18,000	18,000	
01-61485 FIRING RANGE/AMMUNITION/GUNS	10,573	10,021	7,866	8,500	4,866	8,500	8,500	
01-61490 UTILITIES	13,841	16,136	19,292	16,000	15,608	20,000	0	
TOTAL UTILITIES & SUNDRY	115,101	124,930	133,034	158,835	120,523	166,504	140,400	
CAPITAL OUTLAY								
01-61550 COMPUTERS/FURNITURE/EQUIP	20,618	25,566	29,110	12,000	1,580	13,580	12,000	
01-61551 DIGITAL VIDEO SYST FOR CARS	5,935	3,583	15,823	19,600	0	19,600	0	
01-61553 PATROL VEHICLES	68,047	148,180	81,048	230,000	59,916	230,000	0	
01-61554 RADIOS	0	0	41,381	35,000	34,512	35,000	14,000	
01-61555 VESTS	3,960	5,524	3,565	3,200	895	3,200	4,500	
01-61556 RADAR EQUIPMENT	3,579	6,769	3,215	6,400	6,384	6,400	0	
01-61558 CAPITAL OUTLAY-TASERS	6,080	7,458	0	12,950	12,949	12,950	0	
01-61559 CO - PD GRANT EXPENSE	0	47,958	0	0	0	0	0	
01-61560 CAPITAL OUTLAY-BODY CAMERAS	4,025	8,138	4,217	16,248	15,164	16,248	0	
01-61561 CO - FLOCK CAMERAS	0	0	0	32,850	0	0	0	
01-61562 CO - RADAR SPEED TRAILER	0	0	0	0	0	0	20,000	
TOTAL CAPITAL OUTLAY	112,242	253,175	178,359	368,248	131,399	336,978	50,500	
TRANSFERS								
TOTAL POLICE DEPARTMENT	2,285,198	2,595,640	2,675,483	3,508,403	2,195,710	3,291,889	3,386,689	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
PLANNING & DEVELOPMENT

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
01-63055 COMP MAINT/SOFTWARE/ACCESSORIE	33,789	32,835	32,615	35,500	23,916	35,500	25,850	
01-63060 VEHICLE M & O	502	912	2,156	4,200	439	4,200	4,200	
01-63061 FUEL	650	1,349	1,293	1,500	626	1,500	1,500	
TOTAL MAINTENANCE	34,941	35,096	36,064	41,200	24,982	41,200	31,550	
REPAIRS								
01-63140 EQUIPMENT CONTRACTS	0	812	890	1,250	806	1,250	0	
01-63157 CODE COMPLIANCE EXPENSE	400	161	34	500	0	500	500	
TOTAL REPAIRS	400	973	924	1,750	806	1,750	500	
CONTRACT SERVICES								
01-63200 OUTSIDE LEGAL COUNSEL	1,950	0	1,000	0	0	0	0	
01-63205 CONSULTANT FEES	151,634	319,773	56,775	84,500	81,296	84,500	84,500	
01-63206 DRAINAGE MANUAL	0	0	0	0	0	0	50,000	
01-63207 CITY ENGINEER	0	0	327,666	200,000	108,094	200,000	200,000	
01-63210 CITY ATTORNEY FEES	26,721	26,765	12,961	25,000	9,611	25,000	25,000	
01-63220 TRAINING	2,502	2,876	2,026	7,500	3,015	7,500	7,500	
01-63222 IT-MANAGED SERVICE PROVIDER	0	0	0	0	0	0	9,650	
01-63230 OFFICE SUPPLIES	1,626	1,317	957	1,500	188	1,500	1,500	
01-63240 MEMBERSHIPS/PROFESSIONAL FEES	1,307	1,997	2,290	4,000	1,263	4,000	4,000	
01-63245 INSP/PLAN REVIEWS-3RD PARTY	68,683	68,144	51,098	60,000	34,730	60,000	60,000	
01-63250 POSTAGE	2,353	2,373	1,807	2,000	1,081	2,000	2,000	
01-63266 CREDIT CARD FEES	9,731	15,314	13,607	15,000	16,843	20,000	17,000	
01-63270 PRINTING	2,271	1,517	1,001	1,000	256	1,000	1,000	
01-63280 PUBLIC NOTICES/ADVERTISING	100	0	276	1,000	0	1,000	1,000	
01-63290 RECORDS STORAGE & MAINTENANCE	1,155	840	1,030	1,100	834	1,100	1,100	
TOTAL CONTRACT SERVICES	270,032	440,916	472,495	402,600	257,211	407,600	464,250	
PAYROLL								
01-63330 SALARIES	368,315	348,766	378,736	391,195	285,622	391,195	473,260	
01-63336 BI-LINGUAL INCENTIVE	0	1,200	1,200	1,200	850	1,200	1,200	
01-63340 PAYROLL TAX	28,612	26,302	29,315	31,312	23,368	31,312	37,960	
01-63341 RETIREMENT	61,040	57,032	71,189	77,965	58,822	77,965	94,500	
01-63342 LONGEVITY	1,900	1,960	475	410	285	410	705	
01-63343 VEHICLE/PHONE ALLOWANCE	4,280	4,130	17,290	16,440	11,689	16,440	20,400	
01-63344 MEDICAL/DENTAL/VISION/LIFE INS	39,196	50,218	61,336	88,814	54,210	88,814	113,000	
01-63346 WORKERS COMP INSURANCE	1,206	1,135	1,177	1,200	902	902	1,200	
01-63350 CONTRACT/TEMPORARY SUPPORT	2,127	86,225	3,712	4,000	0	0	0	
TOTAL PAYROLL	506,675	576,969	564,431	612,536	435,747	608,238	742,225	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
PLANNING & DEVELOPMENT

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)	(-----)		
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
<u>UTILITIES & SUNDRY</u>								
01-63430 PUBLIC INFORMATION SERVICES	0	0	0	14,150	14,966	15,000	15,000	
01-63440 SUNDRY	0	255	44	500	0	500	500	
01-63450 TELECOM/CELL/WIFI	3,876	4,056	3,761	4,000	1,945	4,000	3,000	
01-63465 GENERAL INSURANCE	2,213	2,231	2,259	2,500	2,608	2,608	2,700	
01-63480 RECORDING FEES	698	500	536	500	500	500	500	
01-63485 UNIFORMS	944	624	1,264	1,300	423	1,300	1,300	
TOTAL UTILITIES & SUNDRY	7,731	7,666	7,864	22,950	20,442	23,908	23,000	
<u>CAPITAL OUTLAY</u>								
01-63540 COMPUTERS/FURNITURE/EQUIP	0	13,149	2,063	7,300	7,095	7,095	5,500	
TOTAL CAPITAL OUTLAY	0	13,149	2,063	7,300	7,095	7,095	5,500	
<u>TRANSFERS</u>								
TOTAL PLANNING & DEVELOPMENT	819,779	1,074,769	1,083,840	1,088,336	746,283	1,089,791	1,267,025	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
PUBLIC WORKS

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
01-64055 COMPUTER MAINT/SOFTWARE/ACCESS	0	0	0	3,500	1,915	3,500	5,000	
01-64060 VEHICLE MAINT & OPERATIONS	0	0	0	100	30	100	500	
01-64061 FUEL	0	0	0	1,000	0	1,000	4,000	
TOTAL MAINTENANCE	0	0	0	4,600	1,945	4,600	9,500	
REPAIRS								
01-64151 DRAINAGE REPAIRS & MAINT	78,741	53,693	110,323	150,000	93,021	150,000	150,000	
01-64155 ROW MAINTENANCE	212,801	98,253	150,361	150,000	99,422	150,000	150,000	
01-64156 ROW CANOPY & RAVINE CLEARANCE	0	0	690	125,000	8,050	125,000	125,000	
01-64160 FIRE SAFETY/BRUSH PICKUP	0	1,952,913	155,543	1,700	0	1,700	1,700	
01-64165 SIGN MAINTENANCE	414	397	3,909	2,500	4,516	5,000	10,000	
01-64170 STREET LIGHTING	163	194	208	250	152	250	250	
01-64175 STREET REPAIRS	7,924	7,982	5,852	10,000	2,315	10,000	20,000	
TOTAL REPAIRS	300,044	2,113,432	426,886	439,450	207,476	441,950	456,950	
CONTRACT SERVICES								
01-64205 CONSULTANT FEES	0	9,373	2,513	0	0	0	0	
01-64217 SOLID WASTE SERVICES	482,364	517,305	543,636	567,000	376,377	567,000	592,500	
01-64220 TRAINING	0	0	0	2,000	290	2,000	4,000	
01-64222 IT-MANAGED SERVICE PROVIDER	0	0	0	0	0	0	2,000	
01-64230 OFFICE SUPPLIES	0	0	0	1,000	0	1,000	1,000	
TOTAL CONTRACT SERVICES	482,364	526,678	546,149	570,000	376,667	570,000	599,500	
PAYROLL								
01-64330 SALARIES	0	0	0	120,000	34,445	61,300	103,500	
01-64340 PAYROLL TAX	0	0	0	9,495	2,818	5,075	8,230	
01-64341 RETIREMENT	0	0	0	23,650	6,893	12,500	20,500	
01-64343 VEHICLE/PHONE ALLOWANCE	0	0	0	3,960	2,395	5,050	3,960	
01-64344 MEDICAL/DENTAL/VISION/LIFE INS	0	0	0	15,390	6,468	11,700	15,485	
01-64346 WORKERS COMP INSURANCE	0	0	0	350	0	0	350	
TOTAL PAYROLL	0	0	0	172,845	53,018	95,625	152,025	
UTILITIES & SUNDRY								
01-64430 PUBLIC INFORMATION SERVICES	0	0	0	2,521	2,500	2,500	2,500	
01-64450 TELECOM/CELL/WIFI	0	0	0	0	0	0	1,000	
01-64465 GENERAL INSURANCE	0	130	775	855	868	868	900	
01-64485 UNIFORMS	0	0	0	1,000	956	1,000	1,000	
TOTAL UTILITIES & SUNDRY	0	130	775	4,376	4,324	4,368	5,400	
CAPITAL OUTLAY								
01-64550 STREET IMPRV/TRAFFIC CALMING	8,430	4,807	0	0	0	0	0	
01-64551 SIGNS WITH RADAR	0	0	0	36,000	32,182	32,182	0	
01-64552 CITY ENTRANCE SIGNAGE	0	9,675	17,529	67,471	1,388	1,388	0	
01-64554 CAPITAL OUTLAY-VEHICLES	0	0	0	44,500	50,721	55,000	0	
01-64560 CAMPO GRANT-EANES CK TRAIL	0	0	0	0	0	0	84,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
PUBLIC WORKS

EXPENDITURES	2021-2022 ACTUAL	2022-2023 ACTUAL	2023-2024 ACTUAL	(----- 2024-2025 -----) (----- 2025-2026 -----)				
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
01-64566 ANNUAL MAINT-CEDAR OAK-YR 3	37,882	636,087	0	0	0	0	0	
01-64567 ANNUAL MAINT-HRBRVW & WLDCT HL	322,988	3,266	0	0	0	0	0	
01-64568 ANNUAL MAINTENANCE-YEAR 4	40,517	4,792	0	0	0	0	0	
01-64569 ANNUAL MAINTENANCE-YEAR 5	73,631	4,792	0	0	0	0	0	
01-64570 ANNUAL MAINTENANCE-YEAR 6	0	942	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	483,448	664,361	17,529	147,971	84,290	88,570	84,000	
TRANSFERS								
TOTAL PUBLIC WORKS	1,265,856	3,304,601	991,338	1,339,242	727,721	1,205,113	1,307,375	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
MUNICIPAL COURT

EXPENDITURES	2021-2022 ACTUAL	2022-2023 ACTUAL	2023-2024 ACTUAL	(----- 2024-2025 -----) (----- 2025-2026 -----)				
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
REPAIRS								
01-67140 EQUIPMENT CONTRACTS	0	812	890	1,000	807	1,000	0	
01-67150 COMP MAINT/SOFTWARE/ACCESSORIE	24,457	27,706	29,960	29,500	25,622	29,500	17,650	
TOTAL REPAIRS	24,457	28,518	30,849	30,500	26,429	30,500	17,650	
CONTRACT SERVICES								
01-67220 TRAINING	2,520	4,405	3,158	3,000	3,687	3,250	3,500	
01-67221 MEMBERSHIPS/SUBSCRIPTIONS	195	150	253	300	300	300	300	
01-67222 IT-MANAGED SERVICE PROVIDER	0	0	0	0	0	0	13,500	
01-67230 OFFICE SUPPLIES	1,077	1,083	462	1,250	381	1,250	1,000	
01-67250 POSTAGE	816	838	530	800	43	800	800	
01-67260 PROSECUTOR FEES	28,177	57,171	33,236	40,000	25,844	40,000	40,000	
01-67266 CREDIT CARD FEES	8,400	10,261	2,883	0	0	0	0	
01-67290 RECORDS STORAGE & MAINTENANCE	582	295	13	0	12	15	15	
TOTAL CONTRACT SERVICES	41,767	74,202	40,535	45,350	30,267	45,615	59,115	
PAYROLL								
01-67330 SALARIES	145,913	158,827	169,392	187,120	129,904	187,120	201,280	
01-67336 BI-LINGUAL INCENTIVE	0	1,200	1,200	1,200	850	1,200	2,400	
01-67340 PAYROLL TAXES	11,313	11,857	13,405	15,230	10,651	15,230	16,332	
01-67341 RETIREMENT	21,142	23,460	29,644	32,473	24,446	32,473	33,735	
01-67342 LONGEVITY	1,330	1,805	2,065	2,560	1,695	2,560	2,820	
01-67343 VEHICLE/PHONE ALLOWANCE	0	2,090	8,250	7,920	5,610	7,920	7,920	
01-67344 MEDICAL/DENTAL/VISION/LIFE INS	24,752	26,026	27,948	44,407	30,062	44,407	48,850	
01-67346 WORKERS COMP INSURANCE	661	622	659	652	829	829	850	
TOTAL PAYROLL	205,110	225,888	252,563	291,562	204,047	291,739	314,187	
UTILITIES & SUNDRY								
01-67430 PUBLIC INFORMATION SERVICES	2,480	2,604	0	3,065	4,068	4,068	4,100	
01-67450 TELECOM/CELL/WIFI	2,331	2,300	1,319	1,600	491	1,600	300	
01-67465 GENERAL INSURANCE	588	761	664	700	943	943	1,000	
01-67475 PUBLIC EDUCATION/COMM RELATION	155	250	0	250	0	250	0	
01-67477 TEAM DEVELOPMENT	0	0	0	0	0	0	250	
01-67485 UNIFORMS	0	200	176	200	0	200	200	
TOTAL UTILITIES & SUNDRY	5,554	6,115	2,159	5,815	5,502	7,061	5,850	
CAPITAL OUTLAY								
01-67550 COMPUTERS/FURNITURE/EQUIP	0	4,493	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	0	4,493	0	0	0	0	0	

01 -GENERAL FUND
MUNICIPAL COURT

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
TRANSFERS								
TOTAL MUNICIPAL COURT	276,889	339,217	326,107	373,227	266,245	374,915	396,802	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
FACILITIES MAINT & OPERAT

EXPENDITURES	2021-2022 ACTUAL	2022-2023 ACTUAL	2023-2024 ACTUAL	(----- 2024-2025 -----) (----- 2025-2026 -----)				
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
01-68050 BUILDING MAINTENANCE/SUPPLIES	0	0	0	5,000	0	5,000	20,000	
01-68051 GROUNDS MAINT-CITY HALL	0	0	0	5,000	0	5,000	25,000	
TOTAL MAINTENANCE	0	0	0	10,000	0	10,000	45,000	
REPAIRS								
01-68140 EQUIPMENT CONTRACTS	0	0	0	5,000	0	5,000	38,250	
01-68190 JANITORIAL	0	0	0	5,000	0	5,000	25,000	
TOTAL REPAIRS	0	0	0	10,000	0	10,000	63,250	
UTILITIES & SUNDRY								
01-68450 TELECOM/INTERNET	0	0	0	5,000	0	5,000	22,600	
01-68465 GENERAL INSURANCE	0	0	0	8,750	0	8,750	35,000	
01-68490 UTILITIES	0	0	0	5,000	4,954	10,000	35,000	
TOTAL UTILITIES & SUNDRY	0	0	0	18,750	4,954	23,750	92,600	
TOTAL FACILITIES MAINT & OPERAT	0	0	0	38,750	4,954	43,750	200,850	
TOTAL EXPENDITURES	5,595,174	8,484,521	6,504,975	7,797,075	4,855,966	7,417,986	8,000,878	
REVENUE OVER/ (UNDER) EXPENDITURES	1,805,917	(563,546)	2,055,487	757,719	3,106,305	1,655,661	401,122	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

04 -2021 STREET MAINT FUND

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
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	1,350,333	1,360,063	1,300,000	1,072,681	1,400,000	1,400,000	
TOTAL TAXES	0	1,350,333	1,360,063	1,300,000	1,072,681	1,400,000	1,400,000	
TOTAL REVENUES	0	1,350,333	1,360,063	1,300,000	1,072,681	1,400,000	1,400,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

04 -2021 STREET MAINT FUND
PUBLIC WORKS

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
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	113,493	111,300	50,000	475	475	0	
04-64207 ENGINEERING	0	0	0	0	11,591	11,591	0	
TOTAL CONTRACT SERVICES	0	113,493	111,300	50,000	12,066	12,066	0	
CAPITAL OUTLAY								
04-64570 ANNUAL MAINTENANCE-FY22-23	0	0	135,363	35,870	35,870	35,870	0	
04-64571 ANNUAL MAINTENANCE-FY23-24	0	0	181,432	0	0	0	0	
04-64572 ANNUAL MAINTENANCE-FY24-25	0	0	0	1,083,270	1,290,178	1,400,000	0	
04-64573 ANNUAL MAINTENANCE-FY25-26	0	0	0	0	0	0	1,400,000	
TOTAL CAPITAL OUTLAY	0	0	316,794	1,119,140	1,326,048	1,435,870	1,400,000	
TOTAL PUBLIC WORKS	0	113,493	428,095	1,169,140	1,338,114	1,447,936	1,400,000	
TOTAL EXPENDITURES	0	113,493	428,095	1,169,140	1,338,114	1,447,936	1,400,000	
REVENUE OVER/(UNDER) EXPENDITURES	0	1,236,840	931,969	130,860	(265,433)	(47,936)	0	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: JUNE 30TH, 2025
 FY2025-2026 PROPOSED BUDGET

06 -COURT SPECIAL REVENUE

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----) (----- 2025-2026 -----)				
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 TRUANCY PREVENTION	6,420	7,440	6,420	6,000	4,570	6,000	6,000	
06-44180 LMJF-LOCAL MUNICIPAL JURY FUND	128	149	128	100	91	100	100	
06-44200 SECURITY FEES	6,663	7,447	6,464	6,000	4,543	6,000	6,000	
06-44300 TECHNOLOGY FEES	5,628	6,153	5,372	5,100	3,331	5,100	5,100	
TOTAL FINES & WARRANTS	18,839	21,189	18,384	17,200	12,535	17,200	17,200	
CHILD SAFETY REVENUE								
06-45015 CHILD SAFETY & HEALTH REVENUE	10,704	12,060	8,912	9,000	6,714	9,000	9,000	
TOTAL CHILD SAFETY REVENUE	10,704	12,060	8,912	9,000	6,714	9,000	9,000	
TOTAL REVENUES	29,543	33,249	27,296	26,200	19,249	26,200	26,200	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

06 -COURT SPECIAL REVENUE
MUNICIPAL COURT

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
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	2,803	5,781	4,955	6,000	5,607	7,500	9,000	
06-67291 TECHNOLOGY EXPENSE	1,571	3,863	3,382	6,000	4,483	6,000	6,000	
06-67292 TRANSLATION SERVICES	340	923	998	1,000	156	1,000	1,000	
TOTAL CONTRACT SERVICES	4,714	10,567	9,335	13,000	10,246	14,500	16,000	
PAYROLL								
CAPITAL OUTLAY								
06-67560 CO - TECHNOLOGY EXPENSE	0	0	2,520	5,000	0	5,000	5,000	
TOTAL CAPITAL OUTLAY	0	0	2,520	5,000	0	5,000	5,000	
TOTAL MUNICIPAL COURT	4,714	10,567	11,855	18,000	10,246	19,500	21,000	
TOTAL EXPENDITURES	4,714	10,567	11,855	18,000	10,246	19,500	21,000	
REVENUE OVER/ (UNDER) EXPENDITURES	24,829	22,682	15,441	8,200	9,003	6,700	5,200	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

07 -PD SPECIAL REVENUE

REVENUES	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----) (----- 2025-2026 -----)				
	ACTUAL	ACTUAL	ACTUAL	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
							PB	SELECTED
PD SPECIAL REVENUE								
07-45014 POLICE TRAINING REV (LEOSE)	1,197	1,197	1,670	3,035	3,035	3,035	1,500	
TOTAL PD SPECIAL REVENUE	1,197	1,197	1,670	3,035	3,035	3,035	1,500	
TOTAL REVENUES	1,197	1,197	1,670	3,035	3,035	3,035	1,500	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

07 -PD SPECIAL REVENUE
POLICE DEPARTMENT

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
UTILITIES & SUNDRY								
07-61470 LEOSE TRAINING	0	1,313	1,504	3,035	0	3,035	1,500	
07-61471 SPECIAL REVENUE TRAINING	0	1,722	0	0	0	0	0	
TOTAL UTILITIES & SUNDRY	0	3,034	1,504	3,035	0	3,035	1,500	
CAPITAL OUTLAY								
TOTAL POLICE DEPARTMENT	0	3,034	1,504	3,035	0	3,035	1,500	
TOTAL EXPENDITURES	0	3,034	1,504	3,035	0	3,035	1,500	
REVENUE OVER/ (UNDER) EXPENDITURES	1,197	(1,837)	166	0	3,035	0	0	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

08 -STAN GRAHAM MEM TREE FUND

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----) (----- 2025-2026 -----)				
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	17,250	13,950	10,950	9,000	12,600	15,000	15,000	
08-40260 TREE REPLACEMENT REVENUE	31,100	79,100	157,013	0	39,250	39,250	0	
TOTAL REVENUE	48,350	93,050	167,963	9,000	51,850	54,250	15,000	
DONATIONS								
08-45020 DONATIONS-STAN GRAHAM	0	75	1,031	0	0	0	0	
TOTAL DONATIONS	0	75	1,031	0	0	0	0	
TOTAL REVENUES	48,350	93,125	168,994	9,000	51,850	54,250	15,000	

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: JUNE 30TH, 2025
 FY2025-2026 PROPOSED BUDGET

08 -STAN GRAHAM MEM TREE FUND
 TREE FUND

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
<u>MAINTENANCE</u>								
08-60050 BEAUTIFICATION	22,973	26,863	8,886	10,000	0	10,000	5,000	
TOTAL MAINTENANCE	22,973	26,863	8,886	10,000	0	10,000	5,000	
<u>REPAIRS</u>								
08-60156 CITY SIGN/MEDIAN MAINT&LNDSCP	1,140	8,275	14,968	5,000	12,900	20,000	20,000	
TOTAL REPAIRS	1,140	8,275	14,968	5,000	12,900	20,000	20,000	
<u>PAYROLL</u>								
08-60305 CONTRACT ARBORIST	0	0	0	0	0	0	6,000	
TOTAL PAYROLL	0	0	0	0	0	0	6,000	
<u>UTILITIES & SUNDRY</u>								
TOTAL TREE FUND	24,113	35,139	23,854	15,000	12,900	30,000	31,000	
TOTAL EXPENDITURES	24,113	35,139	23,854	15,000	12,900	30,000	31,000	
REVENUE OVER/ (UNDER) EXPENDITURES	24,237	57,986	145,140	(6,000)	38,950	24,250	(16,000)	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET SUMMARY TOTALS -WASTEWATER
FY 2025-2026

AS OF 7/2/25

WASTEWATER (WW) FUNDS			
02	10	11	
WW FUND	WW DEBT SERVICE FUND	WW CONSTR. FUND	TOTAL WW FUNDS
REVENUES			
\$ -	\$ -	\$ -	\$ -
2,966,361	450	23,000	2,989,811
\$ 2,966,361	\$ 450	\$ 23,000	\$ 2,989,811
EXPENSES			
\$ -	\$ -	\$ -	\$ -
2,781,165	-	-	2,781,165
\$ 2,781,165	\$ -	\$ -	\$ 2,781,165
BUDGET SURPLUS/ (SHORTFALL)			
\$ 185,196	\$ 450	\$ 23,000	\$ 208,646

WW FUND	Audited 9/30/22	Audited 9/30/23	Audited 9/30/24	PROJECTED YEAR END FUND BALANCE FY24-25	PROPOSED BUDGET FUND BALANCE FY25-26
WW Fund Balance	\$ 4,087,338	\$ 4,854,914	\$ 5,647,361	\$ 5,749,897	\$ 5,958,543
Less: Debt Service Reserve Fund	\$ (1,174,545)	\$ (1,174,545)	\$ (1,174,545)	\$ (1,174,545)	\$ (1,174,545)
Unrestricted WW Fund Balance	\$2,912,793.00	\$3,680,369.00	\$4,472,816.00	\$4,575,352.00	\$4,783,998.00

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

02 -WASTE WATER FUND

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----) (----- 2025-2026 -----)				
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
REVENUE								
02-50100 WASTEWATER REVENUE	2,331,124	2,399,673	2,559,382	2,600,000	1,575,296	2,600,000	2,600,000	
02-50200 WASTEWATER PENALTIES	14,087	11,371	12,774	5,000	3,885	8,000	8,000	
02-50250 INDUSTRIAL SURCHARGE REVENUE	31,707	35,750	96,973	50,000	55,013	94,395	95,000	
02-50300 REIMBURSEMENT REVENUE	7,580	7,800	8,022	8,000	4,168	8,000	8,000	
02-50310 GRINDER PUMP MAINTENANCE FEE	0	0	0	139,000	69,328	139,000	144,000	
02-50400 ENGINEERING ASSESSMENT FEE	1,503	4,740	2,431	300	0	300	300	
02-50500 ADMINISTRATIVE FEES	4,489	5,059	3,965	2,000	2,180	3,400	3,400	
02-50505 CREDIT CARD FEES	0	(20)	0	0	0	0	0	
02-50700 IMPACT FEES	7,661	30,644	22,983	7,661	0	7,661	7,661	
02-50750 INTEREST INCOME	298	1,780	2,148	1,600	1,305	1,600	100,000	
TOTAL REVENUE	2,398,449	2,496,797	2,708,678	2,813,561	1,711,175	2,862,356	2,966,361	
TOTAL REVENUES	2,398,449	2,496,797	2,708,678	2,813,561	1,711,175	2,862,356	2,966,361	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

02 -WASTE WATER FUND
WASTEWATER DEPARTMENT

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
MAINTENANCE								
CONTRACT SERVICES								
02-60205 WASTEWATER PROJECT CONSULTANT	0	0	4,945	0	300	300	0	
02-60210 RATE ANALYSIS	1,375	0	0	40,000	18,146	40,000	0	
02-60220 TREATMENT CHARGES (COA)	412,631	446,520	501,882	500,000	375,150	500,000	510,000	
02-60225 TRAINING	0	0	250	3,000	380	3,000	3,000	
02-60230 BILLING FEES/AWR	54,385	57,678	62,588	63,600	43,407	63,600	65,600	
02-60240 LEGAL SERVICES	0	1,660	0	1,500	0	1,500	1,500	
02-60250 WW CHEMICALS	19,292	11,936	11,638	5,000	4,239	5,000	10,000	
02-60260 WW UTILITIES	7,457	7,492	9,916	9,000	7,567	9,000	9,000	
02-60266 CREDIT CARD/BANK FEES	1,660	95	161	0	20	120	120	
02-60270 WW M & O - FIXED/CROSSROADS	27,105	63,518	70,800	76,800	41,300	76,800	76,800	
02-60275 WW M & O - VARIABLE/CROSSROADS	177,370	290,461	333,867	300,000	104,687	200,000	200,000	
02-60280 WW GRINDER PUMP REPLACE/REPAIR	0	0	0	0	139,654	250,000	200,000	
02-60290 RECORDS STORAGE & MAINTENANCE	0	180	148	120	167	200	150	
TOTAL CONTRACT SERVICES	701,276	879,539	996,196	999,020	735,017	1,149,520	1,076,170	
PAYROLL								
UTILITIES & SUNDRY								
02-60410 ENGINEERING	21,087	36,755	124,264	100,000	63,410	100,000	120,000	
02-60465 GENERAL INSURANCE	6,676	7,549	9,326	10,000	10,401	10,401	11,000	
TOTAL UTILITIES & SUNDRY	27,762	44,304	133,590	110,000	73,811	110,401	131,000	
CAPITAL OUTLAY								
02-60510 DEBT PAYMENTS	228,251	210,231	193,581	1,289,399	87,200	1,289,399	1,288,995	
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	120,000	12,610	35,000	135,000	
02-60570 WW LIFT STATION PUMPS	0	0	0	0	8,193	50,000	0	
TOTAL CAPITAL OUTLAY	228,251	210,231	193,581	1,559,399	108,002	1,524,399	1,573,995	
TRANSFERS								
02-60998 DEPRECIATION	621,201	620,411	622,714	0	0	0	0	
TOTAL TRANSFERS	621,201	620,411	622,714	0	0	0	0	
TOTAL WASTEWATER DEPARTMENT	1,578,490	1,754,485	1,946,081	2,668,419	916,830	2,784,320	2,781,165	
TOTAL EXPENDITURES	1,578,490	1,754,485	1,946,081	2,668,419	916,830	2,784,320	2,781,165	
REVENUE OVER/(UNDER) EXPENDITURES	819,959	742,312	762,597	145,142	794,345	78,036	185,197	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

10 -WASTEWATER DEBT SERVICE

REVENUES	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
INCOME								
10-40100 INTEREST INCOME	112	1,270	893	900	335	450	450	
TOTAL INCOME	112	1,270	893	900	335	450	450	
TOTAL REVENUES	112	1,270	893	900	335	450	450	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

10 -WASTEWATER DEBT SERVICE
WW DEBT SERVICE

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
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	112	1,270	893	900	335	450	450	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

11 -WASTEWATER CONSTRUCTION

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
INCOME								
11-40100 INTEREST INCOME	4,023	23,995	28,957	25,000	16,952	23,000	23,000	
TOTAL INCOME	4,023	23,995	28,957	25,000	16,952	23,000	23,000	
TOTAL REVENUES	4,023	23,995	28,957	25,000	16,952	23,000	23,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

11 -WASTEWATER CONSTRUCTION
EXPENSE

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	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	4,023	23,995	28,957	25,000	16,952	23,000	23,000	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET SUMMARY TOTALS
2022 GO & 2023 CO BOND FUNDS
FY 2025-2026

AS OF 7/2/25

2022 GO & 2023 CO BOND FUNDS			
21	22	23	
BOND I&S FUND	2022 GO BOND CAPITAL PROJ FUND	2023 CO BOND FUND	TOTAL 2022 & 2023 BOND FUNDS
REVENUES			
1,971,569	50,000	-	2,021,569
\$ 1,971,569	\$ 50,000	\$ -	\$ 2,021,569
EXPENSES			
1,960,069	-	-	1,960,069
\$ 1,960,069	\$ -	\$ -	\$ 1,960,069
BUDGET SURPLUS/ (SHORTFALL)			
\$ 11,500	\$ 50,000	\$ -	\$ 61,500

2022 GO & 2023 CO BOND FUNDS	Audited 9/30/22	Audited 9/30/23	Audited 9/30/24	PROJECTED YEAR END FUND BALANCE FY24-25	PROPOSED BUDGET FUND BALANCE FY25-26
FUND BALANCE	\$ 17,963,484	\$ 26,749,576	\$ 17,456,030	\$ 1,760,777	\$ 1,822,277
FUND BALANCE DETAIL:					
FUND 21	\$ 10,582	\$ 8,124	\$ 22,226	\$ 33,726	\$ 45,226
FUND 22	\$ 17,952,902	\$ 17,183,973	\$ 7,544,374	\$ 1,727,051	\$ 1,777,051
FUND 23	\$ -	\$ 9,557,478	\$ 9,889,430	\$ -	\$ -
	\$ 17,963,484	\$ 26,749,575	\$ 17,456,030	\$ 1,760,777	\$ 1,822,277

2022 GO/2023 CO BOND FUNDS - I

CITY OF WEST LAKE HILLS
PROJECTED YEAR END BUDGET SUMMARY TOTALS
2022 GO & 2023 CO BOND FUNDS
FY 2024-2025

AS OF 7/2/25

2022 GO & 2023 CO BOND FUNDS				
	21	22	23	
	BOND I&S FUND	2022 GO BOND CAPITAL PROJ FUND	2023 CO BOND FUND	TOTAL 2022 & 2023 BOND FUNDS
REVENUES				
TRANSFER IN FROM GF		3,551,859		3,551,859
TRF FROM FUND 23 TO 22	\$ -	\$ 9,969,435		\$ 9,969,435
	1,974,569	350,000	80,005	2,404,574
	\$ 1,974,569	\$ 13,871,294	\$ 80,005	\$ 15,925,868
EXPENSES				
TRF FROM FUND 23 TO 22			\$ 9,969,435	9,969,435
	1,963,069	19,688,617		21,651,686
	\$ 1,963,069	\$ 19,688,617	\$ 9,969,435	\$ 31,621,121
BUDGET SURPLUS/ (SHORTFALL)				
	\$ 11,500	\$ (5,817,323)	\$ (9,889,430)	\$ (15,695,253)

2022 GO & 2023 CO BOND FUNDS	Audited 9/30/22	Audited 9/30/23	Audited 9/30/24	PROJECTED YEAR END FUND BALANCE FY24-25
FUND BALANCE	\$ 17,963,484	\$ 26,749,576	\$ 17,456,030	\$ 1,760,777

FUND BALANCE DETAIL:

FUND 21	\$ 10,582	\$ 8,124	\$ 22,226	\$ 33,726
FUND 22	\$ 17,952,902	\$ 17,183,973	\$ 7,544,374	\$ 1,727,051
FUND 23	\$ -	\$ 9,557,478	\$ 9,889,430	\$ (0)
	\$ 17,963,484	\$ 26,749,575	\$ 17,456,030	\$ 1,760,777

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

21 -BONDS I & S FUND

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
REVENUE								
21-40100 PROPERTY TAXES I&S	0	1,353,156	1,978,581	1,365,344	1,956,406	1,962,219	1,959,219	
21-40105 PROPERTY TAX P&I	0	0	0	0	10,438	11,500	11,500	
TOTAL REVENUE	0	1,353,156	1,978,581	1,365,344	1,966,844	1,973,719	1,970,719	
INTEREST & MISC								
21-45000 INTEREST INCOME	7	518	1,071	1,000	628	850	850	
21-45105 ISSUED BONDS PREMIUM	10,575	8,007	0	0	0	0	0	
TOTAL INTEREST & MISC	10,582	8,525	1,071	1,000	628	850	850	
TOTAL REVENUES	10,582	1,361,681	1,979,652	1,366,344	1,967,472	1,974,569	1,971,569	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

21 -BONDS I & S FUND
2022 GO BOND FUND I&S

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----) (----- 2025-2026 -----)				
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
CONTRACT SERVICES								
21-60221 MEMBERSHIPS/SUBSCRIPTIONS	0	0	0	350	0	850	850	
TOTAL CONTRACT SERVICES	0	0	0	350	0	850	850	
CAPITAL OUTLAY								
21-60510 DEBT PYMT-PRINCIPAL 2022 GO	0	240,000	605,000	635,000	635,000	635,000	665,000	
21-60515 DEBT PYMT-INTEREST 2022 GO	0	1,124,139	761,344	730,344	373,109	730,344	697,844	
21-60520 DEBT PYMT-PRINCIPAL 2023 CO	0	0	205,000	0	205,000	205,000	215,000	
21-60525 DEBT PYMT-INTEREST 2023 CO	0	0	394,206	0	198,500	391,875	381,375	
TOTAL CAPITAL OUTLAY	0	1,364,139	1,965,550	1,365,344	1,411,609	1,962,219	1,959,219	
TOTAL 2022 GO BOND FUND I&S	0	1,364,139	1,965,550	1,365,694	1,411,609	1,963,069	1,960,069	
TOTAL EXPENDITURES	0	1,364,139	1,965,550	1,365,694	1,411,609	1,963,069	1,960,069	
REVENUE OVER/ (UNDER) EXPENDITURES	10,582	(2,458)	14,102	650	555,863	11,500	11,500	

*** END OF REPORT ***

22 -GO & CO BOND CAPITAL PROJ

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----) (----- 2025-2026 -----)				
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
REVENUE								
22-40900 TRANSFER IN	0	0	0	13,147,478	551,859	13,521,294	0	
TOTAL REVENUE	0	0	0	13,147,478	551,859	13,521,294	0	
INTEREST & ISSUANCE COSTS								
22-45000 INTEREST INCOME	146,736	917,874	76,213	450,000	295,277	350,000	50,000	
22-45100 ISSUED BONDS PAR VALUE	23,825,000	0	0	0	0	0	0	
22-45105 ISSUED BONDS PREMIUM	1,459,079	0	0	0	0	0	0	
TOTAL INTEREST & ISSUANCE COSTS	25,430,815	917,874	76,213	450,000	295,277	350,000	50,000	
TOTAL REVENUES	25,430,815	917,874	76,213	13,597,478	847,136	13,871,294	50,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

22 -GO & CO BOND CAPITAL PROJ
2022 GO BOND FUND CAP PRJ

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
CONTRACT SERVICES								
22-64221 MEMBERSHIPS/SUBSCRIPTIONS	0	0	350	0	0	0	0	
TOTAL CONTRACT SERVICES	0	0	350	0	0	0	0	
CAPITAL OUTLAY								
22-64500 CITY HALL - LAND PURCHASE	6,323,664	0	0	0	0	0	0	
22-64501 CITY HALL CONSTRUCTION	0	1,150	5,371,938	12,000,000	10,154,327	12,788,000	0	
22-64502 CITY HALL PROJECT MANAGER	0	146,969	220,492	125,000	137,085	183,727	0	
22-64503 CITY HALL-GEO & MATERIAL TEST	0	21,066	40,373	0	26,713	29,370	0	
22-64504 CITY HALL-ARCHITECTURE EXPENSE	0	708,217	1,031,059	300,000	99,486	364,369	0	
22-64505 CAMP CRAFT/EANES CREEK	204,649	128,503	677,435	3,740,000	2,935,023	3,365,100	0	
22-64510 LAUREL VALLEY RD	185,390	151,332	42,041	665,000	396,150	397,500	0	
22-64515 REDBUD TRAIL	136,822	93,992	1,105,604	730,000	955,334	935,848	0	
22-64520 TERRACE MOUNTAIN	60,868	100,424	10,414	0	0	0	0	
22-64525 WESTLAKE DRIVE	161,995	153,114	223,655	1,220,000	671,730	675,000	0	
22-64530 YAUPON VALLEY RD	120,446	110,459	937,919	600,000	254,959	250,953	0	
22-64535 ROADS-PROJECT MANAGEMENT	0	71,577	54,531	100,000	94,346	198,750	0	
22-64550 CITY HALL-FURN/FIXTURES/EQUIP	0	0	0	0	102,977	500,000	0	
TOTAL CAPITAL OUTLAY	7,193,834	1,686,803	9,715,462	19,480,000	15,828,129	19,688,617	0	
TRANSFERS								
22-64999 DEBT ISSUANCE COSTS	284,079	0	0	0	0	0	0	
TOTAL TRANSFERS	284,079	0	0	0	0	0	0	
TOTAL 2022 GO BOND FUND CAP PRJ	7,477,912	1,686,803	9,715,812	19,480,000	15,828,129	19,688,617	0	
TOTAL EXPENDITURES	7,477,912	1,686,803	9,715,812	19,480,000	15,828,129	19,688,617	0	
REVENUE OVER/(UNDER) EXPENDITURES	17,952,902	(768,929)	(9,639,600)	(5,882,522)	(14,980,993)	(5,817,323)	50,000	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JUNE 30TH, 2025
FY2025-2026 PROPOSED BUDGET

23 -2023 CO BOND I&S FUND

REVENUES	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
REVENUE								
23-40100 PROPERTY TAXES I&S	0	0	0	596,875	0	0	0	
TOTAL REVENUE	0	0	0	596,875	0	0	0	
INTEREST & MISC								
23-45000 INTEREST INCOME	0	57,478	332,452	200,000	80,005	80,005	0	
23-45100 ISSUED BONDS PAR VALUE	0	9,210,000	0	0	0	0	0	
23-45105 ISSUED BONDS PREMIUM	0	470,175	0	0	0	0	0	
TOTAL INTEREST & MISC	0	9,737,653	332,452	200,000	80,005	80,005	0	
TOTAL REVENUES	0	9,737,653	332,452	796,875	80,005	80,005	0	

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: JUNE 30TH, 2025
 FY2025-2026 PROPOSED BUDGET

23 -2023 CO BOND I&S FUND
 2023 CO BOND FUND

	2021-2022	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
CONTRACT SERVICES								
23-60221 MEMBERSHIPS/SUBSCRIPTIONS	0	0	500	500	0	0	0	
TOTAL CONTRACT SERVICES	0	0	500	500	0	0	0	
CAPITAL OUTLAY								
23-60510 DEBT PAYMENT - PRINCIPAL	0	0	0	205,000	0	0	0	
23-60515 DEBT PAYMENT-INTEREST	0	0	0	391,875	0	0	0	
TOTAL CAPITAL OUTLAY	0	0	0	596,875	0	0	0	
TRANSFERS								
23-60900 TRANSFER OUT	0	0	0	10,147,478	0	9,969,435	0	
23-60999 DEBT ISSUANCE COSTS	0	180,175	0	0	0	0	0	
TOTAL TRANSFERS	0	180,175	0	10,147,478	0	9,969,435	0	
TOTAL 2023 CO BOND FUND	0	180,175	500	10,744,853	0	9,969,435	0	
TOTAL EXPENDITURES	0	180,175	500	10,744,853	0	9,969,435	0	
REVENUE OVER/ (UNDER) EXPENDITURES	0	9,557,478	331,952	(9,947,978)	80,005	(9,889,430)	0	

*** END OF REPORT ***

Property Tax Calculations

	2020	2021	2022	2023	2024	2025				Change 2024 to 2025
NET CERTIFIED VALUE TOTAL TAXABLE-July 25th	\$1,270,829,805	\$2,423,598,391	\$3,006,022,292	\$3,242,120,186	\$3,256,808,122	\$3,665,108,081				12.54%
VALUE UNDER PROTEST-July 25th	\$1,060,387,402	\$163,338,320	\$69,970,954	\$230,317,162	\$68,878,260	\$329,859,727				
TOTAL TAXABLE (at year end)	\$2,389,494,401	\$ 2,593,827,801	\$ 3,075,120,968	\$3,264,590,194	\$3,320,832,669	\$3,335,248,354				0.43%
TOTAL NEW PROPERTY	\$34,359,586	\$27,109,456	\$18,465,628	\$35,497,901	\$54,399,099	\$40,726,851				
APPRAISED VALUE	\$2,663,870,394	\$ 2,993,334,812	\$4,244,779,564	\$4,306,492,637	\$3,808,018,943	\$4,477,991,358				17.59%
AVERAGE APPRAISED RESIDENCE	\$1,362,306	\$1,639,087	\$2,584,484	\$2,604,792	\$2,230,849	\$2,721,558				22.00%
AVERAGE TAXABLE RESIDENCE	\$1,329,391	\$1,467,444	\$1,698,274	\$1,856,906	\$1,993,778	\$2,178,084				9.24%
VOTER-APPROVAL RATE	0.0786	0.0767	0.1504	0.1667	0.1808	0.1841				1.80%
ADOPTED TAX RATE	0.0786	0.0786	0.1504	0.1786	0.1786	0.17783	Proposed Rate			
TOTAL TAX LEVY	\$ 1,878,142.60	\$ 2,038,748.65	\$ 4,624,981.94	\$5,830,558.09	\$5,931,007.15	\$5,931,007.15				
COLLECTION RATE	99%	99%	99%	99%	99%	99%				
	Rate	Maintenance & Operations Rate	Debt Rate	Average \$ Increase/Decrease (actual rate)	Average \$ Increase (No New Revenue Rate)	Tax on Average Residence	Total Estimated Tax Levy	M&O Tax Levy	Debt Tax Levy	Increase Over Last Years Tax Levy
No New Revenue Rate	0.17783	0.1191	0.0587	-\$16.81	-\$135.56	\$3,873.24	\$5,931,007	\$3,971,788	\$1,959,219	\$0
Voter-Approval Rate	0.18405	0.1253	0.0587	\$118.75	\$135.56	\$4,008.81	\$6,138,592	\$4,179,374	\$1,959,219	\$207,585
Current Rate	0.17860	0.1199	0.0587	\$0.00	\$16.81	\$3,890.06	\$5,956,754	\$3,997,535	\$1,959,219	\$25,746
De Minimis Rate*	0.19282	0.1341	0.0587	\$309.71	\$326.53	\$4,199.77	\$6,431,007	\$4,471,788	\$1,959,219	\$500,000



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	July 9, 2025	Item Number:	6
Department:	Building & Development Jennifer C. Bills, BDS		
Prepared By:	Director	Cost / Budget:	None
Exhibits:	N/A	Source of Funds:	N/A

Subject

Receive an update and consider possible action regarding City of West Lake Hills v. Jaffe – 1405 Wildcat Hollow.

Discussion

The demolition of the property at 1508 Westlake Drive was substantially complete on May 14, 2025. Inspectors continue to monitor the erosion controls on both sites. The replat of the property to incorporate part of 1508 Westlake Drive into 1405 Wildcat was subsequently approved on May 16, 2025, as all comments were addressed. The signed plat mylar and tax certificates have been submitted for recordation, but there is a technical error on the owner's signature block that must be corrected by the applicant before it can be recorded.

The third review submittal was received on June 27 and accepted for review June 30, starting the third and last 60-day review cycle. With the resubmittal, the applicant has also submitted a request for a license to encroach for the existing and proposed improvements constructed in the Wildcat Hollow right-of-way. This will come to the City Council for consideration.

Some outstanding concerns relate to the improvements at the front of the property that encroach into the right-of-way, tree replacement, securing off-site easements, coordination of this project with the existing improvements and submitting related applications (license to encroach, OSSF, additional variances).

Staff and the applicant's agent are having regular Thursday meetings (as needed) to discuss outstanding issues.