



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, August 13, 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 13th day of August 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 August 13, 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 July 23, 2025 Regular Meeting Minutes.
 - b. Approval of contracts with Travis County for an Election Services Agreement and a Joint Election Agreement for the November 4, 2025 Special Election.
 - c. Approval of the Interlocal Cooperation Agreement for Public Health Services between the City of Austin and the City of West Lake Hills.
 - d. Approval of an ordinance amending the wastewater rates.
 - e. Approval of an Interlocal Agreement with the City of Austin for a Youth Diversion Program.
 - f. Approval of employee insurance and benefit options for fiscal year 2025-26 and

- authorize the City Administrator to execute documents related to the same.
- g. Approval of an ordinance amending Chapter 2, Sections 2.02.033 and 2.02.034 regarding time, date and place of regular City Council meetings, and agenda requirements.
 - h. Approval of an ordinance amending various sections of the City Code to update the address for City Hall to 4010 Bee Cave Road.
 - i. Approval of an ordinance repealing Article 2.08 ("Sale of Surplus or Salvage Property") of Chapter 2, Title I of the City Code.
 - j. Approval of a resolution establishing a policy for the sale of surplus or salvage property to include use of online auctions and other modernized disposal methods.
4. **Land Use 105 Wood Trail** - Discuss and consider action on a recommendation from ZAPCO on proposed variances to the Texas Administrative Code Chapter 30, Chapter 285 adopted in Sections 18.03.064 and 18.03.065 and 22.03.281 of the West Lake Hills Code to allow:
- a. The placement of a structure within 5 feet of a septic facility (TAC 285.91(10); and
 - b. The placement of a structure above a septic facility (TAC 285.34(e)(2) and TAC 285.39(c)).
- Applicant: Tanya Clement, Property Owner.
5. **Land Use 105 Wood Trail** - Discuss and consider action on a recommendation from ZAPCO on proposed variances to City of Austin Environmental Criteria Manual 3.5.2 as adopted by reference in Section 22.03.305(b) of the West Lake Hills Code to allow:
- 1. For encroachment of greater than 50% of the critical root zone of a tree; and
 - 2. For grading greater than 4 inches within the 50% critical root zone of a tree. Applicant: Tanya Clement, Property Owner.
6. **Ordinance** Discuss and consider action to adopt an ordinance calling a Special Election to be held on November 4, 2025 for the reauthorization of the local sales and use tax in the City of West Lake Hills, Texas at the rate of one-half (1/2) of one percent to continue providing revenue for maintenance and repair of municipal streets with the tax expiring on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.
7. **Finance** Discuss and consider action on the Fiscal Year 2025-26 Proposed Budget.
8. **Finance** Discuss and consider action to approve the Certified Appraisal Roll and the proposed Ad Valorem Tax Rate for Maintenance and Operations and for the Debt Service for Fiscal Year 2025-26 Proposed Budget.
9. **Administration** Receive an update and consider possible action regarding City of West Lake Hills v. Jaffe - 1405 Wildcat Hollow.
10. Adjournment

Approved by: James Vaughan, Mayor

Certificate

I certify that the above Notice of the August 13, 2025 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, August 8, 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, July 23, 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

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
City Attorney Dan Santee
Court Administrator Robert Martinez

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. 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 July 9, 2025 Regular Meeting Minutes.
 - b. Approval of the FY 25 Q3 Building and Development Services Department Report.
 - c. Approval of the FY 25 Q3 Investment Report and Quarterly Revenue/Expense Report.
 - d. Approval of the FY 25 Q3 Municipal Court Report.
 - e. Approval of the FY 25 Q3 Public Safety Report.
 - f. Approval of an Interlocal Agreement with Travis County for dispatch services.
 - g. Approval of a resolution suspending the August 19, 2025 effective date of Texas Gas Service Company's requested increase to permit the City time to study the request and to establish reasonable rates; approving cooperation with other cities in the Texas Gas Service Company's service area; hiring legal and consulting services to negotiate with the Company and direct any necessary litigation and appeals; authorizing intervention in Texas Gas Service's Statement of Intent to change gas utility rates at the Railroad Commission; requiring reimbursement of cities' rate case expenses; finding that the

meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and legal counsel.

- h. Approval for participation in the New National Opioid Settlement - Purdue/Sackler Direct Settlement.
- i. Approval of a UniVista Project Proposal for transition to the new building in the amount of \$76,500.18 and authorizing the City Administrator to execute all documents.

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

4. Administration Discuss and consider action on an ordinance repealing Ordinance 2024-010, an amendment to Section 16.05.068, "Parking on Certain Streets Prohibited," for Westhaven Drive (east side of street) and McConnell Drive (east side of street).

MOTION: Upon a motion made by Councilmember Harmon and a second by Councilmember South, the Council voted four (4) for and none (0) opposed to approve the ordinance as presented repealing Ordinance 2024-010. Motion carried.

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

Stephen Karp provided an update on Proposition A. Substantial completion date will be July 25, 2025.

Director Bills provided an update on Proposition B. Final project closeout will be in September 2025.

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

City Administrator Fletcher gave a brief summary. Proposed tax rate for fiscal year 2025-26 is the no-new-tax-rate of \$0.1768. Each department gave a brief description of highlights in their area:

- Finance (Vonda Ragsdale) - Proposed budget shows built in salary increase of approximately 4%. Not many changes since the workshop. Still waiting on medical rates. Certified tax roll has been received.
- Municipal Court (Robert Martinez) - As a results of being a paper-light court, postage and copy expenses are down. Use of interpreters decreased during the current fiscal year. Court also uses a translation device at the window to assist with customers. A Youth Diversion program with the City of Austin is in discussions. Preparing to solicit for Collection Agency services. Salary increases for judges has been built in to the proposed budget.
- Police Department (Chief Gerdes) - Will be fully staffed by the end of July. The only large request for FY 25-26 is a new speed trailer.
- Building & Development Services (Jennifer Bills) - Items for upcoming budget

include: new Planner position, addition of ESRI GIS, Drainage Manual review, and additional MS4 monitoring.

- Wastewater (Theresa Sanchez) - Working with PW Utility Superintendent Ghiselline to manage issues. Rates were set to increase in the next fiscal year. Mayor would like to pause and hold rates flat for at least one year to see how things go (preparing for debt roll off in seven years).

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

Director Bills gave a brief update. Some items still needed during the final review period include building permit, OSSF permit, and license to encroach. Plans show removal of the fence, but a handrail needs to be installed to provide safety measures from drop off.

8. 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.

Council convened into Executive Session at 8:04 p.m.

9. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding deliberation of the City Administrator annual evaluation.

Councilmember Bowman left early at 8:33 p.m.

Council reconvened in Open Session at 8:39 p.m.

MOTION: Upon a motion made by Councilmember Harmon and a second by Councilmember Plunkett, the Council voted three (3) for and none (0) opposed to approve a raise for the city administrator position of the City of West Lake Hills of four and one-half percent to be effective on the same date as the rest of the administrative staff for the next fiscal year. Motion carried.

10. Adjournment

Mayor Vaughan adjourned the meeting at 8:40 p.m.

Respectfully submitted,

JAMES VAUGHAN, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on August 13, 2025.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	August 13, 2025	Item Number:	3b
Department:	Administration		
Prepared By:	Terry Blanchard	Cost / Budget:	
	Election Services		
	Agreement & Joint Election		
Exhibits:	Agreement	Source of Funds:	Budgeted item

Subject

Approval of contracts with Travis County for an Election Services Agreement and a Joint Election Agreement for the November 4, 2025 Special Election.

Recommendation

Staff recommend authorizing contracts as presented.

Discussion

ELECTION SERVICES AGREEMENT – Travis County administers the elections for the City of West Lake Hills. The Election Agreement details each entity's role in the upcoming election and identifies the election officers. Polling locations will be designated and confirmed by the County. A list of polling locations will be provided to each entity prior to early voting. Use of equipment, costs for the election, and designation of the Regular Early Voting Clerk for the Participating Entity are addressed in the agreement.

JOINT ELECTION AGREEMENT – The Joint Election Agreement provides for voters in those portions of Travis County identified on the County Jurisdiction maps to vote at any of the listed polling locations. Responsibilities for the County and each participating entity are detailed in the agreement for early voting, election day, and post-election events. Exhibits A and B will be added by the County once it is determined which entities will be required to hold an election in November.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF WEST LAKE HILLS

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and the City of West Lake Hills (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, to the extent the date is not already set by statute, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all voter registration precincts in the territory of the Participating Entity located within Travis County;
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election; and

- (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.
- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (1) Preparing, adopting, and publishing all required election orders, including orders for appointment of central counting station personnel, early voting ballot board personnel, and signature verification personnel in elections where needed, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) [The city secretary](#) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [The city secretary](#) will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [The city secretary](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involves entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via email. The following email address will be used for email communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated [the city secretary](#) as the Participating Entity's representative for sending and receiving email communications under Section 5, and the Participating Entity designates the following email address as the

Participating Entity's email address for sending and receiving email communications pursuant to Section 5: citysec@westlakehills.gov.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for email communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2025, through January 1, 2026, the Participating Entity shall pay (a) the sum of 4% of the cost of the electronic voting system equipment installed at a polling place and 4% for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.
- (C) If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity designates [the city secretary](#) to serve as the main point of contact for media inquiries related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.
- (B) Notice. Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

[CITY OF WEST LAKE HILLS](#)

Terry Blanchard, City Secretary
4010 Bee Cave Road
West Lake Hills, Texas 78746

TRAVIS COUNTY

Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by email are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the email is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the email was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

- (C) Force Majeure. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (D) Venue and Choice of Law. The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- (E) Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of

no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

- (F) Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- (G) Breach. In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.
- (H) Payments from Current Revenues. Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.
- (I) Other Instruments. The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (J) Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.
- (K) Joint Election Agreements. The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.
- (L) Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section

154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- (M) Addresses for Payments. Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

City of West Lake Hills
Terry Blanchard, City Secretary
4010 Bee Cave Road
West Lake Hills, Texas 78746

- (N) Effective Date. This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (O) Reference of Time. All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk’s Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (P) Signatures. The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

CITY OF WEST LAKE HILLS

BY: _____
James Vaughan
Mayor

DATE: _____

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

Election Services Agreement

JOINT ELECTION AGREEMENT FOR NOVEMBER 4, 2025 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on November 4, 2025. Each Participating Entity requires elections to be held on November 4, 2025 in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 4, 2025 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on November 4, 2025 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County. This agreement also covers any General and Special Election runoffs, if necessary.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations as selected by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body, in accordance with Texas Election Code chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election classes to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will

perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.
7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for facilitating the appointment and operation of the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections. In elections that are not also countywide elections, the Participating Entity will be responsible in making the presiding judge and the alternate presiding judge appointment. The Participating Entity will be responsible for these appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.
10. The County will be responsible for facilitating the appointment and operation of the Signature Verification Committee, if needed. The early voting clerk will issue a written order creating the committee if the early voting clerk determines that a signature verification committee should be appointed or if the clerk receives a petition signed by at least 15 registered voters for the creation of the committee. The early voting clerk will determine the number

of members on the committee, providing for a minimum of five (the committee chair and four members), and they will comprise the Signature Verification Committee. The Signature Verification Committee will meet prior to election day to compare signatures on the applications for ballot by mail to the corresponding carrier envelopes and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. Not later than the fifth day after the date the early voting clerk issues the order calling for the appointment of a signature verification committee, or not later than October 15 for a committee required on the written request by at least 15 registered voters of the county in the general election for state and county officers, the Participating Entity will be responsible for appointing the members unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not appoint the members of the Committee by the above deadline, then the County will make those appointments.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, any number of ballot boxes required for each election site, as determined by the County, will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. Each Participating Entity shall keep their office open for election duties for at least 3 hours per day, during regular office hours, on regular business days beginning no later than the 50th day before the date of each general election or by the 3rd day after the date a special election is ordered and ending no earlier than the 40th day after election day.
3. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for coordinating the transport of voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. The Participating Entity will be responsible for all appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. If the Participating Entity desires to establish an early voting polling place, other than those sites the Election Officer has already selected, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid, as set forth in Exhibit B. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.
2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 4, 2025 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

PARTICIPATING ENTITIES

Name of Participating Entity	_____
Address	_____ _____
Name of Authorized Signatory	_____
Signature	_____
Date signed	_____
E-mail address	_____

EXHIBIT A *[this list needs to be updated]*

Municipalities

School Districts

MUDs

ESDs

EXHIBIT B
COST ESTIMATE



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>3c</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u>n/a</u>
	<u>Renewal Request –</u>		
	<u>Authorization</u>		
Exhibits:	<u>Interlocal Agreement (2023)</u>	Source of Funds:	<u>n/a</u>

Subject

Approval of the Interlocal Cooperation Agreement for Public Health Services between the City of Austin and the City of West Lake Hills.

Recommendation

Approve.

Discussion

The City of West Lake Hills and the City of Austin entered into an Interlocal Cooperation Agreement (ILA) effective October 1, 2023, under which Austin Public Health provides inspection, permitting, and enforcement support for food establishments, swimming pools/spas, and custodial care facilities within West Lake Hills. Austin conducts plan reviews, issues permits, performs inspections, investigates complaints, and maintains records, while West Lake Hills retains responsibility for enforcement hearings, penalties, and collections. Austin bills, collects, and retains all related fees per rates adopted in the agreement, and West Lake Hills agrees to support fee collection efforts. This second renewal of the Agreement continues the agreement for an additional one-year term from October 1, 2025 through September 30, 2026 and all other terms and conditions of the Agreement shall remain in full force and effect.



June 20, 2025

Trey Fletcher, City Administrator
City of West Lake Hills
911 Westlake Drive
West Lake Hills, TX 78641

Dear Mr. Fletcher,

Under the terms of the Interlocal Agreement between the City of West Lake Hills and the City of Austin, for public health services, is set to expire on September 30, 2025. Per Section 2.0, this agreement may be renewed for one (1) additional one-year term upon written approval of the parties.

Please find enclosed two original agreement renewal forms signed by Austin Public Health Director Adrienne Sturup. To finalize the renewal of the agreement, please have the City Manager/Administrator/Secretary as appropriate sign these two forms and return one original copy to the Environmental Health Services Division using the enclosed stamped, self-addressed envelope.

We appreciate the opportunity to work with your city to provide these public health services. Should you have any questions, please do not hesitate to contact Interim Environmental Health Supervisor, Katherine Dalpiaz at (512) 978-0385 or by e-mail at Katherine.Dalpiaz@austintexas.gov.

Respectfully,

Marcel Elizondo, Division Chief
Environmental Health Services Division
Austin Public Health

Enclosures

Renewal of Interlocal Agreement Forms

cc: Adrienne Sturup, Director APH
Todd Mers, PH Program Manager II, APH/EHSD
Joe Castelan, Administrative Manager, APH/EHSD
Katherine Dalpiaz, Interim Environmental Health Supervisor, APH/EHSD
Denise Estrada, Customer Solutions Coordinator



**SECOND RENEWAL OF INTERLOCAL AGREEMENT
FOR PUBLIC HEALTH SERVICES
BETWEEN THE CITY OF AUSTIN AND THE CITY OF WEST LAKE HILLS**

This Second Renewal of the Interlocal Agreement for Public Health Services is entered into by and between the City of Austin, a Texas home-rule municipality located in Travis, Hays and Williamson counties (Austin), and City of West Lake Hills, a Texas municipal corporation located in Travis County (West Lake Hills).

Austin and West Lake Hills entered into an interlocal agreement under which Austin provides certain public health services to West Lake Hills in exchange for compensation in the form of inspection, permit and other fees.

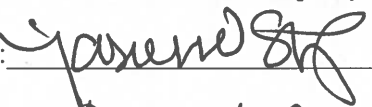
The initial term of the Agreement became effective on October 1, 2023.

The terms of the initial Agreement permit the parties to renew the Agreement for up to four successive one-year terms. Austin and West Lake Hills wish to renew the Agreement for a one-year term effective October 1, 2025, and terminating on September 30, 2026.

Now, therefore, for good and valuable consideration, the amount and sufficiency of which are acknowledged, Austin and West Lake Hills agree to amend the Agreement as follows:

- 1) The Agreement is renewed for an additional one-year term from October 1, 2025, through September 30, 2026 (2026 Term).
- 2) All other terms and conditions of the Agreement shall remain in full force and effect for the 2026 Term.

CITY OF AUSTIN
A Texas Home Rule Municipality

By: 
Title: Director

CITY OF WESTLAKE HILLS

By: _____

Title: _____

INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC HEALTH SERVICES BETWEEN THE CITY OF AUSTIN AND THE CITY OF WEST LAKE HILLS

This Agreement for Public Health Services ("Agreement") is made and entered into by and between the City of Austin, a municipal corporation and political subdivision of Texas ("Austin") and the City of West Lake Hills, Travis County, a municipal corporation and political subdivision of Texas ("West Lake Hills"), together the "parties," and each individually, a "party."

RECITALS

Austin and West Lake Hills have the authority to provide for the enactment and enforcement of ordinances for the general welfare and health of local citizens under Chapter 51 of the Local Government Code and other statutes.

Austin has established a public health department to provide for and promote public health through the enforcement of laws and ordinances governing activities affecting public health in Austin.

West Lake Hills has adopted public health ordinances and wishes to secure certain health inspection services from Austin.

Austin has experienced and trained personnel that can provide inspection services to West Lake Hills in a way that would be more efficient than efforts by West Lake Hills to provide those same services directly to its residents.

Austin and West Lake Hills have the authority to enter into this Agreement under Chapter 791 of the Texas Government Code and Chapter 121 of the Health and Safety Code.

NOW, THEREFORE, in consideration of the agreements and consideration set forth below, the amount and sufficiency of which are hereby acknowledged, West Lake Hills and Austin agree as follows:

1.0 DEFINITIONS

- 1.01 "Austin " means City of Austin, Texas.
- 1.02 "Custodial Care" means a general environmental health and safety inspection conducted at the request of a facility operator or resident to fulfill the requirements of the state licensing agency for child care, adoption or foster care.
- 1.03 "Director" means the Director of Austin Public Health.
- 1.04 "Food Enterprise" has the same meaning set forth in the Austin City Code.
- 1.05 "Mayor" means the Mayor of West Lake Hills or his or her successor.
- 1.06 "Fiscal Year" means the twelve-month time-period between October 1 and

September 30 of the following year.

- 1.07 “Swimming Pool and Spas” has the same meaning as established in Title 25, Chapter 265 of the Texas Administrative Code and the 2018 International Swimming Pool and Spa Code.

2.0 AGREEMENT TERM

Initial Term. This Agreement will be effective for a term beginning October 1, 2023 and ending September 30, 2024, unless sooner terminated under the terms of this Agreement.

It is understood and agreed that in no event shall any provision of this Agreement or any contract entered into under the terms of this Agreement be interpreted to obligate either party to provide funding or services beyond the revenues currently available to the party.

Renewal Term(s). This Agreement may be renewed for an additional four (4) successive 12-month terms upon written approval of the parties.

3.0 RESPONSIBILITIES OF AUSTIN

3.01 Austin shall:

3.01.1 Conduct inspections and help administer and enforce state laws and West Lake Hills’s ordinances regulating Food Enterprises, Swimming Pools and Spas, and Custodial Care establishments. More specifically, Austin shall conduct plan review, permit issuance, inspections, and complaint investigations, and shall participate in West Lake Hills’s administrative enforcement as described in Section 3.03 of the Agreement.

3.01.2 Prepare and maintain case files on completed inspections and inform West Lake Hills of the results of such inspections and any recommendations for action by West Lake Hills.

3.01.3 Ensure Austin-staff is available to testify at court proceedings in the event suit is brought regarding the services provided under this Agreement or West Lake Hills’s enforcement actions.

3.01.4 Collect all fees related to inspection, permitting, and plan review activities as provided for in this Agreement from affected businesses based on fee rates set forth in Exhibit A or as otherwise amended by the Austin City Council.

3.02 Austin shall have no duty to perform the following activities, and West Lake Hills agrees to be fully responsible for the following:

3.02.1 Initiate or prosecute civil or criminal suits resulting from complaints or cases

investigated under this Agreement.

3.02.2 Schedule or conduct enforcement hearings.

3.02.3 Assess or collect any penalties, fines or liens.

3.03 Enforce state law(s) and any applicable West Lake Hills ordinances, which shall be limited to on-site investigations, issuance of notices, attempts to secure voluntary compliance, and the provision of testimony and evidence in administrative hearings before West Lake Hills City Council or its delegate.

4.0 RESPONSIBILITIES OF WEST LAKE HILLS

4.01 West Lake Hills shall:

4.01.1 Authorize personnel of Austin Public Health, to act as its agents in enforcing state law and any applicable ordinances of the City of West Lake Hills.

4.01.2 Provide Austin certified copies of any West Lake Hills ordinances intended to be enforced in accordance with this Agreement.

4.01.3 Schedule and conduct required legal enforcement hearings related to services rendered under this Agreement. Additionally, West Lake Hills will be responsible for implementing legal enforcement measures that result from enforcement hearings.

4.01.4 Assess and collect fines and penalties and enforce liens.

4.01.5 Notify Austin Public Health regarding Food Enterprises or Swimming Pools and Spas for which West Lake Hills has received a site plan or building permit application.

5.0 MUTUAL RESPONSIBILITIES

Austin and West Lake Hills agree to meet annually to establish and evaluate operating policies and procedures and to make adjustments or changes that may mutually benefit both parties, unless otherwise scheduled by mutual agreement.

6.0 COMPENSATION

In consideration of the services to be provided by Austin under this Agreement, West Lake Hills grants to Austin the exclusive right to bill, collect and retain all inspection, permit and other fees from residents and businesses located within the corporate limits of the West Lake Hills, Texas based on fee rates set forth in Exhibit A, incorporated herein for all purposes, or as otherwise amended by Austin City Council. By approving this Agreement, West Lake Hills hereby adopts the fees described in Exhibit A, waives all rights to fees collected by Austin,

and designates Austin as its exclusive agent for purposes of providing the services and collecting the related fees as described in this Agreement. The parties agree that Austin shall bill and collect fees in accordance with Austin policies and procedures.

In recognition of the fact that Austin's only compensation under this Agreement will be the fees it is able to collect from West Lake Hills's residents and businesses, West Lake Hills agrees to promptly take action against any resident or business that fails to pay a fee in a timely manner.

7.0 ENTIRE AGREEMENT

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

8.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS AND REPORTS

8.01 Original Records. Austin, on behalf of West Lake Hills, shall create and maintain files and records regarding permits, investigations and enforcement activities undertaken under this Agreement. All original records shall belong to Austin. West Lake Hills shall be entitled to make and retain such copies as may be necessary to document its work.

8.02 Record Retention. Austin shall maintain the original of all routine fiscal and performance records and documentation of its activities performed under this Agreement in a readily available state and location until the later of: a) the completion by West Lake Hills of an audit in conformance with generally accepted accounting principles and procedures for governmental organizations or b) three (3) years after the Agreement term in which the activity occurred. West Lake Hills shall maintain records related to this Agreement in accordance with applicable government records retention schedules.

8.03 West Lake Hills Access. Austin shall give West Lake Hills, or its duly authorized representatives, full and reasonable access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Austin pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Austin.

8.04 West Lake Hills Audit. West Lake Hills has the right to conduct an annual financial and compliance audit of Austin's performance of this Agreement. Austin shall permit West Lake Hills, or its duly authorized representatives, to audit Austin's records that relate to this Agreement and to copy, at West Lake Hills's expense, any document, materials or information necessary to facilitate these audits.

8.05 Austin Access. West Lake Hills shall give Austin, or its duly authorized representatives, full and reasonable access to and the right to copy and examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by West Lake Hills pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by West Lake Hills. As requested by Austin, West Lake Hills shall certify to Austin those financial records relating to the performance of this Agreement.

9.0 AGENCY

The parties expressly acknowledge and agree that the actions of Austin personnel while in the performance of duties authorized by this Agreement shall be deemed to be the actions of West Lake Hills. However, no employee of Austin shall be considered an employee of West Lake Hills for purposes of gaining any rights or benefits due to an employee of West Lake Hills pursuant to West Lake Hills's personnel policies.

10.0 ON-SITE MONITORING

West Lake Hills has the right to perform periodic on-site monitoring of Austin's compliance with the provisions of this Agreement and of the adequacy and timeliness of Austin's performance under this Agreement.

11.0 TERMINATION AND REMEDIES, CANCELLATION

11.01 Breach. Either party may terminate this Agreement if the other is in breach of an obligation and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. If more than thirty (30) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted.

11.02 Termination. Either party has the right to terminate this Agreement, in whole or in part, as follows:

11.02.1 The other party fails to comply with a term or condition of this Agreement and failed to cure the breach in accordance with Section 11.01 of the Agreement;

11.02.2 The party is unable to conform to changes required by federal, state or local laws or regulations; or

11.02.3 The governing body of either party fails to approve funding sufficient to meet its obligations under this Agreement during their annual budget planning and adoption process

11.03 Procedure for Termination. In the event of termination under Section 11.02.2 or 11.02.3 of the Agreement, the party desiring to terminate shall notify the other party in compliance with the notice provisions described in Section 14 of the Agreement regarding the decision to terminate and specify an effective date of termination that is at least thirty (30) days after that notice and, in the case of partial termination, the portion of the Agreement to be terminated.

11.04 Termination Without Cause. Either party may terminate this Agreement at any time, in whole or in part, without cause, upon providing at least sixty (60) days written notice to the other party.

11.05 Rights Surviving Termination. City's right to bill and collect any fee that became due during the term of this Agreement shall survive the termination of this Agreement.

12.0 AMENDMENTS

This Agreement may be amended only in a writing approved by each party's governing body and signed by an authorized representative of each party.

13.0 LIABILITIES, CLAIMS

13.01 Liability. Austin shall not be liable for any claims, damages or attorney's fees arising from negligence or unlawful acts of West Lake Hills or its agents arising from the performance of duties or responsibilities under this Agreement. West Lake Hills shall not be liable for any claims, damages or attorney's fees arising from acts of Austin or its employees conducted outside the scope of this Agreement.

13.02 Claims. If any claim or other action, including proceedings before an administrative agency, is made or brought by a person, firm, corporation or other entity against Austin or West Lake Hills relating to the performance of the obligations under this Agreement, the party receiving notice of the claim shall give written notice to the other party of the claim or other action within three (3) working days after being notified of it or the threat of it, such notice to include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner described in Section 14 of the Agreement. Except as otherwise directed, each party shall furnish the other with copies of all pertinent papers received by that party with respect to such claims or actions.

14.0 NOTICES

14.01 Written Notice. Unless otherwise specified, all notices to be given to either party under this Agreement shall be in writing, and may be delivered by courier or sent via electronic mail or postage pre-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated below, upon receipt in case of hand delivery or electronic mail, and three (3) days after deposit in the U.S. Mail, in case of mailing.

14.02 West Lake Hills Address. The address of West Lake Hills for all purposes under this Agreement and all notices hereunder shall be:

City Manager
City Hall
City of West Lake Hills
911 Westlake Drive
West Lake Hills, Texas 78746
Email: _____

14.03 City of Austin Addresses. The addresses of Austin for all purposes under this Agreement and all notices hereunder shall be:

City of Austin
Office of the City Manager
City Hall
301 West 2nd Street, Third Floor
Austin, Texas 78767

With copies to:

Adrienne Sturup, Director (or successor)
Austin Public Health Department
7201 Levander Loop, Building E
Austin, Texas 78702
Email: Adrienne.Sturup@austintexas.gov

Marcel Elizondo, Division Chief (or successor)
Austin Public Health Department
P.O. Box 142529
Austin, Texas 78714
Email: Marcel.Elizondo@austintexas.gov

14.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with Section 14.01 of the Agreement.

15.0 LAW AND VENUE

This Agreement is governed by the laws of the State of Texas and all obligations under it are performable in Travis County, Texas. It is expressly understood that venue for any lawsuit or dispute arising out of or relating to this Agreement will be in Travis County.

16.0 COMPLIANCE WITH LAWS

Austin and West Lake Hills shall observe and comply with the Constitutions of the United States and the State of Texas, and all applicable federal, state, City of Austin and West Lake Hills laws, rules, ordinances and regulations affecting the conduct and performance of all obligations undertaken pursuant to this Agreement.

17.0 RESERVATION OF RIGHTS AND REMEDIES, NON-WAIVER; NO JOINT VENTURE

17.01 Rights and Remedies. If either party breaches this Agreement, the other party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of West Lake Hills and Austin, respectively, under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right under this Agreement. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.02 Non-Waiver. One or more acts of forbearance by either party to enforce any provision of this Agreement or any payment, act or omission by either party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default of the other party which then exists or may subsequently exist.

17.03 Immunity or Defense. It is expressly understood and agreed that, in the execution of this Agreement, neither Austin nor West Lake Hills waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

17.04 No Joint Venture or Joint Enterprise/No Third Party Beneficiaries. This Agreement shall not be construed to establish a joint venture or joint enterprise by the parties, nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person, or entity not a party to this Agreement.

18.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by both parties that no officer, agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the party's governing body.

19.0 BINDING CONTRACT

Subject to Section 18.0, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

20.0 SEVERABILITY

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

21.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

22.0 INTERPRETATIONAL GUIDELINES

22.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either party has declared a holiday for its employees it shall be omitted from the computation.

22.02 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

23.0 DESIGNATION OF CODE ENFORCEMENT OFFICERS

Approval of this Agreement by the West Lake Hills City Council constitutes West Lake Hills's designation of its authority to enforce West Lake Hills's ordinances regulating Food Enterprises, Swimming Pools and Spas, and Custodial Care establishments and to collect related fees, as provided in this Agreement, to qualified personnel of Austin Public Health as Code Enforcement Officers of West Lake Hills.

24.0 NON-APPROPRIATION.

The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Austin City Council. Austin's performance obligations rely solely on funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to West Lake Hills. Austin shall provide West Lake Hills written notice of the failure of Austin to make an adequate appropriation for any fiscal year to perform under the Agreement, or the reduction of any appropriation to an amount insufficient to permit Austin to perform its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to Austin.

Executed on this the 8th day of September, 2023.

CITY OF WEST LAKE HILLS

By: Andrea C. Harg

Title: Mayor

CITY OF AUSTIN

By: Janeere Smith

Title: Director, APH



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>3d</u>
Department:	<u>Wastewater Utility</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u>(\$52,000)</u>
Exhibits:	<u>Proposed Ordinance</u>	Source of Funds:	<u>WW Fund</u>

Subject

Approval of an ordinance amending the wastewater rates.

Recommendation

Approve.

Discussion

The proposed Ordinance No. 2025-010 amends Appendix A, Article A8.00 of the City of West Lake Hills City Code to update the City's wastewater utility fee schedule.

The effect of the ordinance is to suspend the annual increase by one year in monthly customer charges, consumption rates, and miscellaneous service fees for residential, multifamily, and nonresidential customers, with scheduled rate adjustments through August 2027. The ordinance incorporates these changes into the City Code, repeals conflicting provisions, and takes effect immediately upon passage.

As a result, approximately \$52,000 in revenue loss is forecasted.

CITY OF WEST LAKE HILLS
ORDINANCE NO. 2025-010

UTILITIES WASTEWATER FEES

AN ORDINANCE AMENDING APPENDIX A FEE SCHEDULE, ARTICLE A8.00, UTILITIES FEES, OF THE WEST LAKE HILLS CODE OF ORDINANCES; REVISING MONTHLY CHARGES, OTHER MISCELLANEOUS FEES AND CHARGES, NEW CONNECTION FEES AND CONDITIONS, AND UTILITY FEES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; CODIFICATION; PROPER NOTICE & MEETING

WHEREAS, the City Council of the City of West Lake Hills (“City Council”) seeks to operate a centralized municipal wastewater system in an effective, efficient manner; and

WHEREAS, the City Council finds that the revisions enacted by this Ordinance are characterized as reasonable under the circumstances; and

WHEREAS, pursuant to Chapter 552 of the Texas Local Government Code, the City is authorized to operate its utility systems to regulate the systems in a manner that protects the interests of the municipality; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of West Lake Hills to adopt the following rules.

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Lake Hills, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 18, Article 18.03, Division 4 of the City of West Lake Hills Code of Ordinances are hereby amended to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

3. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

4. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

5. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

6. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 13th day of August, 2025 by a vote of _ (ayes) to _ (nays) to _ (abstentions) of the City Council of West Lake Hills, Texas.

CITY OF WEST LAKE HILLS:

by: _____
Mayor James Vaughan

ATTEST:

Terry Blanchard, City Secretary

City of West Lake Hills

CODE OF ORDINANCES

APPENDIX A FEE SCHEDULE

ARTICLE A8.00 UTILITY FEES

Sec. A8.001 Wastewater fees

- (a) Application fee: \$100.00.
- (b) Service deposit:
 - (1) 1" or smaller water meter: \$200.00.
 - (2) 1-1/2" water meter: \$375.00.
 - (3) 2" water meter: \$600.00.
 - (4) 3" water meter: \$1,200.00.
- (c) Monthly rates:
 - (1) Single-family residential. For residential customers with individual water meters and a single residential grinder pump, the monthly wastewater rates shall be:
 - (A) Monthly customer charge, water meter size 1" or less:
 - \$73.29 (August 29, 2019–August 28, 2020)
 - \$76.22 (August 29, 2020–August 28, 2021)
 - \$79.27 (August 29, 2021–August 28, 2022)
 - \$82.44 (August 29, 2022–August 28, 2023)
 - \$85.74 (August 29, 2023–August 28, 2024)
 - \$87.45 (August 29, 2024–August 29, 2025 **August 28, 2026**)
 - ~~\$89.20 (August 29, 2025–August 28, 2026)~~

\$90.98 (August 29, 2026–August 28, 2027)

(B) Consumption charge: The consumption charge for each 1,000 gallons, or part thereof, of the average winter water usage or based on actual sewage volume, measured on a basis acceptable to the city shall be calculated as:

\$9.46 (August 29, 2019–August 28, 2020)

\$9.84 (August 29, 2020–August 28, 2021)

\$10.23 (August 29, 2021–August 28, 2022)

\$10.64 (August 29, 2022–August 28, 2023)

\$11.07 (August 29, 2023–August 28, 2024)

\$11.29 (August 29, 2024–~~August 29, 2025~~ August 28, 2026)

~~\$11.52 (August 29, 2025–August 28, 2026)~~

\$11.75 (August 29, 2026–August 28, 2027)

(2) Single-family residential with additional pumps. For residential customers with individual water meters and a duplex grinder pump or two residential pumps, wastewater rates for the monthly customer charge shall be the same as a multifamily customer with two residential units; and wastewater rates for the consumption charge shall be the same as a single-family residential customer with a single water meter and a single residential grinder pump:

(A) Monthly customer charge will be based on two residential units:

\$116.58 (August 29, 2019–August 28, 2020)

\$121.24 (August 29, 2020–August 28, 2021)

\$126.08 (August 29, 2021–August 28, 2022)

\$131.12 (August 29, 2022–August 28, 2023)

\$136.36 (August 29, 2023–August 28, 2024)

\$139.08 (August 29, 2024–~~August 29, 2025~~ August 28, 2026)

~~\$141.86 (August 29, 2025–August 28, 2026)~~

\$144.70 (August 29, 2026–August 28, 2027)

(B) Consumption charge: The consumption charge for each 1,000 gallons, or part thereof, of the average winter water usage or based on actual sewage volume, measured on a basis acceptable to the city shall be calculated as:

\$9.46 (August 29, 2019–August 28, 2020)

\$9.84 (August 29, 2020–August 28, 2021)

\$10.23 (August 29, 2021–August 28, 2022)

\$10.64 (August 29, 2022–August 28, 2023)

\$11.07 (August 29, 2023–August 28, 2024)

\$11.29 (August 29, 2024–~~August 29, 2025~~ August 28, 2026)

~~\$11.52 (August 29, 2025–August 28, 2026)~~

\$11.75 (August 29, 2026–August 28, 2027)

(3) Unoccupied single-family residential with water service.

(A) Monthly customer charge:

\$73.29 (August 29, 2019–August 28, 2020)

\$76.22 (August 29, 2020–August 28, 2021)

\$79.27 (August 29, 2021–August 28, 2022)

\$82.44 (August 29, 2022–August 28, 2023)

\$85.74 (August 29, 2023–August 28, 2024)

\$87.45 (August 29, 2024–~~August 29, 2025~~ August 28, 2026)

~~\$89.20 (August 29, 2025–August 28, 2026)~~

\$90.98 (August 29, 2026–August 28, 2027)

(B) Consumption charge: The consumption charge for each 1,000 gallons, or part thereof, of the actual monthly water usage shall be calculated as:

\$9.46 (August 29, 2019–August 28, 2020)

\$9.84 (August 29, 2020–August 28, 2021)

\$10.23 (August 29, 2021–August 28, 2022)

\$10.64 (August 29, 2022–August 28, 2023)

\$11.07 (August 29, 2023–August 28, 2024)

\$11.29 (August 29, 2024–~~August 29, 2025~~ August 28, 2026)

~~\$11.52 (August 29, 2025–August 28, 2026)~~

\$11.75 (August 29, 2026–August 28, 2027)

(4) Multifamily residential. For residential customers with more than one unit per water meter the monthly wastewater rates will be:

(A) Monthly customer charge per unit:

\$58.29 (August 29, 2019–August 28, 2020)

\$60.62 (August 29, 2020–August 28, 2021)

\$63.04 (August 29, 2021–August 28, 2022)

\$65.56 (August 29, 2022–August 28, 2023)

\$68.18 (August 29, 2023–August 28, 2024)

\$69.54 (August 29, 2024–~~August 29, 2025~~ August 28, 2026)

~~\$70.93 (August 29, 2025–August 28, 2026)~~

\$72.35 (August 29, 2026–August 28, 2027)

(B) Consumption charge: The consumption charge for each 1,000 gallons, or part thereof, of the average winter water usage or based on actual sewage volume, measured on a basis acceptable to the city shall be calculated as:

\$8.62 (August 29, 2019–August 28, 2020)

\$8.96 (August 29, 2020–August 28, 2021)

\$9.32 (August 29, 2021–August 28, 2022)

\$9.69 (August 29, 2022–August 28, 2023)

\$10.08 (August 29, 2023–August 28, 2024)

\$10.28 (August 29, 2024–~~August 29, 2025~~ August 28, 2026)

~~\$10.49 (August 29, 2025–August 28, 2026)~~

\$10.70 (August 29, 2026–August 28, 2027)

(5) Nonresidential.

(A) Monthly customer charge, per LUE: The number of LUE's for the monthly customer charge for each customer will be established at the time of connection and updated annually in the city rate/fee schedule, and will be determined as defined in [section 18.03.091\(b\)](#).

(i) The monthly customer charge shall be calculated as:

\$186.45 (August 29, 2019–August 28, 2020)

\$193.91 (August 29, 2020–August 28, 2021)

\$201.67 (August 29, 2021–August 28, 2022)

\$209.74 (August 29, 2022–August 28, 2023)

\$218.13 (August 29, 2023–August 28, 2024)

\$222.49 (August 29, 2024–August 29, 2025 **August 28, 2026**)

~~\$226.94 (August 29, 2025–August 28, 2026)~~

\$231.48 (August 29, 2026–August 28, 2027)

(ii) For customers who do not have separate irrigation meters: After the customer's initial year of wastewater service, the number of LUE's for each customer will be updated annually (and reflected in the rate/fee schedule) in the following manner: City will base LUE's on the customer's updated three-year, rolling average winter water usage.

(iii) For customers with separate irrigation meters: After the customer's initial year of wastewater service, the number of LUE's for each customer will be updated annually (and reflected in the rate/fee schedule) in the following manner: City will base LUE's on the customer's updated three-year, rolling average of actual water usage.

(B) Consumption charge: The consumption charge for each 1,000 gallons, or part thereof, of water used shall be calculated as:

\$13.09 (August 29, 2019–August 28, 2020)

\$13.61 (August 29, 2020–August 28, 2021)

\$14.15 (August 29, 2021–August 28, 2022)

\$14.72 (August 29, 2022–August 28, 2023)

\$15.31 (August 29, 2023–August 28, 2024)

\$15.62 (August 29, 2024–~~August 29, 2025~~ August 28, 2026)

~~\$15.93 (August 29, 2025–August 28, 2026)~~

\$16.25 (August 29, 2026–August 28, 2027)

(C) City of Austin industrial waste surcharge: To the extent possible, the city will pass through the City of Austin surcharges for excess strength wastewater assessed to the city in accordance with article VIII of the First Agreement for the Provision of Wholesale Wastewater Service between the City of Austin and the city to the individual nonresidential customer identified by the City of Austin as producing the excess strength wastewater. Nonresidential customers will also pay a pro-rata share of any and all City of Austin surcharges for excess strength wastewater assessed to the city that cannot be attributed to specific customers. If a nonresidential customer is metered, then they will be charged according to meter.

(D) Nonresidential customers. For nonresidential customers, where available, city will calculate retail wastewater flow based on actual sewage volume, measured on a basis acceptable to the city. [n the absence of acceptable actual sewage volume measurements, the city will calculate retail wastewater flow for each customer based on the average monthly water usage calculated from the customer's meter readings in January, February and March, herein called the average winter water usage, or as amended by the City of Austin.

(6) Phase 3 project.

(A) Monthly surcharge. An additional fee for phase 3 customers will be assessed monthly based on the number of property owners who have connected to the system and the program costs including final construction costs. The monthly surcharge will be adjusted annually based on the total number of customers and program costs at that time.

(B) Subsequent user fee. The subsequent user fee will be assessed to phase 3 area property owners who connect to the system after construction is completed. The subsequent user fee will be calculated to include the sum of all previous monthly surcharges. The subsequent user fee will be in addition to other new connection fees and conditions as provided in section 18.03.11 4 and this section.

(d) Administrative service fee: \$35.00.

(e) Late payment fee: \$25.00 Residential, \$35.00 Non-Residential

(f) Returned instrument fee : \$35.00.

- (g) Door tag fee: \$25.00.
- (h) Disconnect fee: \$100.00.
- (i) Reconnect fees: \$25.00.
- (j) Collections fee: The collections fee will be based on the total amount of past due connection fees and/or wastewater bills owed and will be charged regardless of whether the delinquent balance is collected directly by city staff or by a collections agency. The city will charge a 10% fee in addition to the total amount of past due fees and/or bills owed to compensate the city for staff administrative effort to collect the past due charges. This collections fee reflects the cost of collecting delinquent balances other than the cost of attorneys' fees related to collection. Attorneys' fees incurred will be charged separately based on actual cost to the city. If an account is sent to a collection agency the 10% city administrative fee plus any attorneys' fees will be added to the total amount due by the customer prior to sending the account to the collections agency. The collections agency charge to the city will be added to the collections fee.
- (k) Force final fee: \$35.00.
- (l) Testing of wastewater for quality standards: Actual cost to city.
- (m) Grinder pump and control panel replacement fee: ~~50% of the cost to replace the equipment.~~ \$35.00 monthly fee (amended in FY24-25)
- (n) New connection fees and conditions:
 - (1) Residential connections.
 - (A) Application fee (nonrefundable per application): \$100.00.
 - (B) Inspection fee (per inspection): \$50.00 or as amended by city.
 - (C) Impact fee (per single-family connection): \$7,661.00.
 - (D) Austin wastewater capital recovery fee: Pay all fees as set by the City of Austin, as may be amended from time to time (irrigation meters exempted).
 - (E) Grinder pump fee: Fee is equal to the price of a grinder pump (as specified by the city or its representatives).
 - (F) Building permit fee: As set by city.
 - (G) Wastewater plan review fee: \$300.00
 - (H) Preliminary engineering assessment fee: Up to \$500.00, dependent upon size and complexity of the proposed project or as determined by the city wastewater engineer. This fee is nonrefundable.

(I) Engineering information request fee: \$100.00.

(2) Nonresidential connections.

(A) Application fee (nonrefundable, per application): \$100.00.

(B) Inspection fee (per inspection): \$50.00 or as amended by city.

(C) Impact fee (per LUE): \$7,661.00 per nonresidential connection. The number of LUEs to be paid will be calculated by multiplying the number of LUEs by the impact fee per LUE.

(D) Austin wastewater capital recovery fee: Pay fees based on meter size and number of meters, as may be amended from time to time, (irrigation meters exempted).

(E) Grinder pump fee: Fee is equal to the price of a grinder pump (as specified by the city or its representatives).

(F) Wastewater connection permit fee: \$50.00 or as amended by city.

(G) Wastewater plan review fee: \$500.00 or as amended by city.

(H) Preliminary engineering assessment fee: Up to \$500.00, dependent upon size and complexity of the proposed project or as determined by the city wastewater engineer. This fee is nonrefundable.

(I) Engineering information request fee: \$100.00.

(Ordinance 136 adopted 10/22/08; Ordinance 174 adopted 8/26/09; Ordinance 183 adopted 2/10/10; Ordinance 207 adopted 8/25/10; Ordinance adopting Code; Ordinance 212 adopted 12/8/10; Ordinance 221 adopted 8/24/11; Ordinance 234 adopted 12/14/11; Ordinance 248 adopted 6/6/12; Ordinance 276 adopted 5/22/13; Ordinance 282 adopted 12/11/13; Ordinance 304 adopted 12/10/14; Ordinance 319 adopted 11/23/15; Ordinance 331 adopted 8/24/16; Ordinance 336 adopted 12/14/16; Ordinance 338 adopted 1/25/17; Ordinance 364 adopted 4/11/18; Ordinance 370 adopted 8/28/19; **Ordinance 2025-010 adopted 8/13/25**)

**AGREEMENT BETWEEN
THE CITY OF WEST LAKE HILLS
AND
THE CITY OF AUSTIN**
Youth Diversion Program

AGREEMENT NO. _____

This Interlocal Agreement (“**Agreement**”) is made and entered into this _____ day of _____ 2025, by and between the **CITY OF WEST LAKE HILLS on behalf of the WEST LAKE HILLS MUNICIPAL COURT (“WLH”)** a Court of Record No. 1 existing in the State of Texas, and **THE CITY OF AUSTIN on behalf of the AUSTIN MUNICIPAL COURT (“AMC”)** a Court of Record of the State of Texas, (also, individually, a “**Party**” or, collectively, the “**Parties**”), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code.

PURPOSE

- 1.01 The purpose of this Agreement is to facilitate AMC’s Youth Diversion Program (the “**Program**”) as an available program for WLH’s jurisdictions and allow WLH to utilize the Program as part of its own youth diversion and deferral options.
- 1.02 The City of West Lake Hills and the City of Austin have each determined that it is mutually beneficial for AMC to provide services related to the Program in order to comply with Subchapter E of Chapter 45 of the Texas Code of Criminal Procedure, otherwise known as the Texas Youth Diversion and Early Intervention Act.

TERMS AND SERVICES

- 2.01 The initial term of this Agreement commences on [Date] and continues through [Date]. This agreement becomes effective when approved by the governing authorities of the Parties and executed by their authorized representatives.
- 2.02 AMC agrees to include in the specifications for the Program a list of the available classes and program choices which are available for WLH’s to utilize. AMC will transmit that list and any amendments to the list to WLH within thirty (30) days of this agreement and any changes to the list.
- 2.03 AMC will make its Program available to defendants and youths who have citations filed in the WLH municipal court. WLH may assign, as part of an order for a deferred disposition, youth diversion, or other form of compliance order, for a defendant to attend one or more classes from the AMC Program. WLH may, by order, require completion of one or more AMC classes under the Program as a condition of a deferred disposition, youth diversion, or other form of compliance order.
- 2.04 AMC represents that certain classes in its Program qualify under Texas law as a youth diversion program.

2.05 AMC agrees to accept defendants and youths assigned by order from WLH as long as such defendants or youths meet the Program criteria, as well as the criteria listed in Section 45.304 of the Texas Code of Criminal Procedure. If any defendants or youths do not meet such criteria, AMC must advise WLH, by and through the municipal court coordinator, that such defendant or youth does not meet such criteria.

2.06 AMC agrees it will not charge WLH for assigning defendants and youths to the Project. AMC may charge the defendants and youths any administrative fees normally charged for the Program which has been adopted by the City of Austin.

2.07 AMC agrees to use its best efforts to support all requests of the Program to support juvenile caseloads in WLH jurisdictions.

2.08 The parties agree to coordinate on a proper assignment/referral procedure, including Diversion Agreements as defined by Section 45.308 of the Texas Code of Criminal Procedure, which shall be reduced to written order as part of each party's court procedures.

2.09 If AMC determines that a participant is not eligible for diversion, the prosecutor objects, the child or parent decline participation, or the child otherwise does not comply with the terms of the diversion action plan, AMC will proceed as follows, in accordance with Texas Code of Criminal Procedure § 45.311:

- a. The case shall be set for a non-adversarial hearing before the assigned juvenile judge at the AMC. The judge will confer with all interested parties to determine what is in the best interest of the child, what protects the long-term safety of the community, and determine whether to:
 - i. Declare the diversion unsuccessful;
 - ii. Amend or set aside terms in the diversion agreement;
 - iii. Extend the diversion period not to exceed one year from the initial start date;
 - iv. Continue the hearing for not more than sixty (60) days to allow additional time for compliance with the terms of the diversion agreement;
 - v. Require the parents to perform any act, or refrain from performing any act, which the court determines will increase the likelihood the child will successfully complete the diversion and comply with any order of the court that is reasonable and necessary for the welfare of the child;
 - vi. Find substantial compliance and successful completion; or
 - vii. Find the diversion unsuccessful and:
 1. Refer the case to the prosecutor for filing;¹ or
 2. Transfer the case to the Juvenile Court for an alleged Child in Need of Supervision (CINS) under Section 51.08 of the Texas Family Code.
- b. If the assigned juvenile judge finds the diversion unsuccessful at the conclusion of informal proceedings, the assigned juvenile judge shall make findings and the case shall be referred back to WLH for further proceedings.

¹ The statute of limitations is tolled during the diversion period for the purposes of the prosecutor refiling the charge. Texas Code of Criminal Procedure § 45.311(f).

2.010 AMC will send a status update to WLH at the time it makes a final disposition in the dismissal of a case in a successful diversion, or when referring the case back to WLH if the diversion is determined to be unsuccessful, in accordance with Section 2.09.

2.011 WLH will be responsible for filing and reporting the disposition of cases to the Office of Court Administration. For diversion reporting, AMC will include WLH cases for any applicable reporting.

2.012 The Parties acknowledge and agree that:

- a. WLH has no ownership or control over the Program and the Program shall be administered solely by AMC.
- b. WLH is under no obligation to assign or refer defendants and youths to the Program.
- c. Any assignment or referral to the Program by WLH is solely a judicial decision which, in the municipal judge's discretion, is appropriate for any given defendant or youth.
- d. WLH has no responsibility or liability for the administration of the Program by AMC. AMC has no responsibility or liability for the administrative or judicial decisions of WLH in relation to assignments or how WLH handles or adjudicates any defendants or youths within its jurisdiction.
- e. The parties will strive to keep and manage records in compliance with all applicable laws, including Section 45.313 of the Texas Code of Criminal Procedure.
- f. This is not an agreement for goods or services, but an interlocal agreement to allow an efficient sharing of municipal resources.

MISCELLANEOUS

3.01 This Agreement, along with the specifications for the Youth Diversion Program, supersedes any and all other agreements, either oral or in writing, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

3.02 This Agreement is performable in Travis County, Texas and the validity of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas with the proper venue of jurisdiction being Travis County.

3.03 If any one or more of the provisions contained in the Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

3.04 No amendment, supplementation, modification, or alteration of the terms hereof will be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the Parties.

3.05 Either Party shall have the right to terminate the Agreement, without cause, any time upon 30 calendar-days prior written notice.

3.06 Each Party acknowledges that the other party is required to comply with Chapter 552 of the

Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within each Party's possession or to which either Party has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH WILL HAVE FULL FORCE AND EFFECT ON THIS _____ DAY OF _____, 2025.

WEST LAKE HILLS

CITY OF AUSTIN

By: _____
Trey Fletcher
City Administrator
West Lake Hills, Texas

By: _____
Mary Jane Grubb
Municipal Court Clerk
Austin, Texas



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>3f</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>FY2025-26 Proposed Budget</u>
	<u>Employee Insurance & Benefit Options for</u>		
Exhibits:	<u>FY2025-26</u>	Source of Funds:	<u>FY2025-26 Proposed Budget</u>

Subject

Discuss and consider action on the employee insurance benefit options for fiscal year 2025-26 and authorize the City Administrator to execute documents related to the same.

Recommendation

Approval of employee insurance and benefit options for fiscal year 2025-26

Discussion

Attached are the vendor quotes we have chosen for the Medical, Dental, Vision, Long-Term Disability, Short-Term Disability & Life Insurance for FY2025-2026:

- Medical – Current Provider BCBS - 18.5% increase – recommending to continue coverage
- Dental/Vision – Current Provider Ameritas – changing to MetLife for a -24.35% decrease in Dental premium and a -6.40% decrease in Vision premium.
- LTD/STD/Life Ins – Current Provider MetLife – continue coverage and combine Dental & Vision for a total -14.64% decrease in premiums by bundling benefits.

These proposed recommendations for the employee benefits are in line with the FY2025-26 Proposed Budget.

CITY OF WEST LAKE HILLS

Broker: Timothy Davis / Novaura

Quote ID: 166378 | Rating Region: Travis

Effective Date: 10/01/25

18.5%
10/25

Current Medical Plans

#	Plan Name	M	Ded (Ind)	Coins	OOP (Ind)	PCP	Specialist	Rx (Ind/Fam Rx Ded-RxCare)	EE	ES	EC	EF	Type
C1	G666ADT	G	\$4,000	100%	\$4,000	0% after ded - pcp req'd	0% after ded - ref req'd	0% after ded* non-preferred / 0% after ded* preferred	\$642.63	\$1,285.26	\$1,285.26	\$1,927.89	HMO
C2	G663ADT	G	\$1,500	80%	\$5,250	\$45 - pcp req'd	\$90 - ref req'd	N/A - \$10/\$20/\$70/\$120* non-preferred / \$0/\$10/\$50/\$100* preferred	\$694.38	\$1,388.76	\$1,388.76	\$2,083.14	HMO
C3	P611ADT	P	\$1,250	100%	\$1,250	\$25 - pcp req'd	\$45 - ref req'd	N/A - \$10/\$20/\$55/\$95* non-preferred / \$0/\$10/\$35/\$75* preferred	\$820.63	\$1,641.26	\$1,641.26	\$2,461.89	HMO
C4	G651CHC	G	\$3,200	100%	\$3,200	0% after ded	0% after ded	0% after ded* non-preferred / 0% after ded* preferred	\$974.35	\$1,948.70	\$1,948.70	\$2,923.05	PPO
X	G650CHC	G	\$3,250	100%	\$3,250	\$50	\$90	N/A - 0% after ded*	\$990.98	\$1,981.96	\$1,981.96	\$2,972.94	PPO
C6	P621CHC	P	\$1,250	100%	\$1,250	\$25	\$45	N/A - \$10/\$20/\$55/\$95* non-preferred / \$0/\$10/\$35/\$75* preferred	\$1,173.16	\$2,346.32	\$2,346.32	\$3,519.48	PPO

Renewal Medical Plans

#	Plan Name	M	Ded (Ind)	Coins	OOP (Ind)	PCP	Specialist	Rx (Ind/Fam Rx Ded-RxCare)	EE	ES	EC	EF	Type
R1	G666ADT	G	\$4,100	100%	\$4,100	0% after ded - pcp req'd	0% after ded - ref req'd	0% after ded* non-preferred / 0% after ded* preferred	\$776.23	\$1,552.46	\$1,552.46	\$2,328.69	HMO
R2	G663ADT	G	\$1,600	80%	\$5,350	\$50 - pcp req'd	\$100 - ref req'd	N/A - \$15/\$25/\$70/\$120* non-preferred / \$5/\$15/\$50/\$100* preferred	\$823.14	\$1,646.28	\$1,646.28	\$2,469.42	HMO
R3	P611ADT	P	\$1,350	100%	\$1,350	\$30 - pcp req'd	\$55 - ref req'd	N/A - \$10/\$20/\$55/\$95* non-preferred / \$0/\$10/\$35/\$75* preferred	\$970.74	\$1,941.48	\$1,941.48	\$2,912.22	HMO
R4	G651CHC	G	\$3,500	100%	\$3,500	0% after ded	0% after ded	0% after ded* non-preferred / 0% after ded* preferred	\$1,164.64	\$2,329.28	\$2,329.28	\$3,493.92	PPO
R5 X	G650CHC	G	\$3,350	100%	\$3,350	\$55	\$100	N/A - 0% after ded*	\$1,187.86	\$2,375.72	\$2,375.72	\$3,563.58	PPO
R6	P621CHC	P	\$1,350	100%	\$1,350	\$30	\$55	N/A - \$10/\$20/\$55/\$95* non-preferred / \$0/\$10/\$35/\$75* preferred	\$1,391.24	\$2,782.48	\$2,782.48	\$4,173.72	PPO

City of West Lake Hills Premium Comparison

Dental - PPO

Carriers	Current	Current	MetLife
	Ameritas	Ameritas	
Monthly Premium	\$2,383.68	\$2,383.68	\$1,803.35
Annual Premium	\$28,604.16	\$28,604.16	\$21,640.20
Change in Cost	N/A	\$0.00	(\$6,963.96)
Percentage Change	N/A	0.00%	-24.35%

Vision

Carriers	Current	Current	MetLife
	Ameritas	Ameritas	
Monthly Premium	\$402.48	\$402.48	\$376.73
Annual Premium	\$4,829.76	\$4,829.76	\$4,520.76
Change in Cost	N/A	\$0.00	(\$309.00)
Percentage Change	N/A	0.00%	-6.40%

Life & AD&D

Carriers	Current	Renewal	Renewal
	MetLife	MetLife	MetLife
Monthly Premium	\$297.70	\$308.10	\$308.10
Annual Premium	\$3,572.40	\$3,697.20	\$3,697.20
Change in Cost	N/A	\$124.80	\$124.80
Percentage Change	N/A	3.49%	3.49%

Long-Term Disability

Carriers	Current / Renewal	Current / Renewal	Current / Renewal
	MetLife	MetLife	MetLife
Monthly Premium	\$559.38	\$559.38	\$559.38
Annual Premium	\$6,712.57	\$6,712.57	\$6,712.57
Change in Cost	N/A	\$0.00	\$0.00
Percentage Change	N/A	0.00%	0.00%

Short-Term Disability

Carriers	Current / Renewal	Current / Renewal	Current / Renewal
	MetLife	MetLife	MetLife
Monthly Premium	\$425.99	\$425.99	\$425.99
Annual Premium	\$5,111.91	\$5,111.91	\$5,111.91
Change in Cost	N/A	\$0.00	\$0.00
Percentage Change	N/A	0.00%	0.00%

Total

Carriers	Current Ameritas/ MetLife	Current Ameritas/ Renewal MetLife	MetLife All Lines
Dental	\$2,383.68	\$2,383.68	\$1,803.35
Vision	\$402.48	\$402.48	\$376.73
Life/AD&D	\$297.70	\$308.10	\$308.10
Long-Term Disability	\$559.38	\$559.38	\$559.38
Short-Term Disability	\$425.99	\$425.99	\$425.99
Total Monthly	\$4,069.23	\$4,079.63	\$3,473.55
Annual Premium	\$48,830.79	\$48,955.59	\$41,682.63
Change in Cost	N/A	\$124.80	(\$7,148.16)
Percentage Change	N/A	0.25%	-14.64%



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>3g</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Terry Blanchard</u>	Cost / Budget:	<u>n/a</u>
Exhibits:	<u>Proposed Ordinance</u>	Source of Funds:	<u>n/a</u>

Subject

Approval of an ordinance amending Chapter 2, Sections 2.02.033 and 2.02.034 regarding time, date and place of regular City Council meetings, and agenda requirements.

Recommendation

Approve.

Discussion

Ordinance No. 2025-009 updates the City of West Lake Hills City Code to reflect:

- The new posting requirements of “three business days prior to a meeting date” instead of at least 72 hours in advance.
- Regular workshop meetings will be held on the 1st Wednesday of each month at noon. The workshops will now be considered regular meetings instead of special called meetings.

CITY OF WEST LAKE HILLS

ORDINANCE NO. 2025-009

AN ORDINANCE OF THE CITY OF WEST LAKE HILLS, TEXAS AMENDING THE CITY OF WEST LAKE HILLS CODE OF ORDINANCES CHAPTER 2: ADMINISTRATION AND PERSONNEL, ARTICLE 2.02 CITY COUNCIL, DIVISION 2 PROCEDURES, SECTION 2.02.033 TIME, DATE AND PLACE, AND SECTION 2.02.034 AGENDAS; AND PROVIDING FOR REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of West Lake Hills desires to amend its Code of Ordinances, Chapter 2; Section 2.02.033, to clarify meeting times and procedures, and Section 2.02.034, to clarify posting deadlines for agenda; and

WHEREAS, pursuant to Chapter 22 of the Texas Local Government Code, the City of West Lake Hills has the authority to establish its meeting procedures; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council had a meeting on August 13, 2025; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of West Lake Hills.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Lake Hills, Texas:

SECTION 1. That the findings contained in the preamble of this ordinance are incorporated herein as if fully set forth within the body of this ordinance.

SECTION 2. This ordinance is adopted under the authority of the Constitution and laws of the State of Texas, particularly Chapter 22 of the Local Government Code, pursuant to which the City has to set its meeting procedures.

SECTION 3. This ordinance is adopted under the authority of the Constitution and laws of the State of Texas, particularly Chapter 51 of the Local Government Code, pursuant to which the City has general authority to adopt an ordinance that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City.

SECTION 4. Chapter 2; Sections 2.02.033 and 2.02.034 of the City of West Lake Hills Code of Ordinances are hereby amended to read in accordance with *Attachment "A,"* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text is new or relocated and shall be inserted into the Code of Ordinances. Any struck-through text

shall be deleted from the Code, as indicated on *Attachment "A."*

SECTION 5. That this Ordinance is cumulative of all provisions of ordinances and of the City Code of West Lake Hills, Texas, as amended.

SECTION 6. Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 8. This Ordinance shall be effective immediately upon passage and publication.

PASSED & APPROVED this, the 13th day of August 2025, by the City Council of West Lake Hills, Texas.

CITY OF WEST LAKE HILLS:

by: _____
James Vaughan, Mayor

ATTEST:

Terry Blanchard, TRMC
City Secretary

CITY OF WEST LAKE HILLS
AMENDMENT TO THE CODE OF ORDINANCES
CHAPTER 2: ADMINISTRATION AND PERSONNEL
ARTICLE 2.02 CITY COUNCIL

§ 2.02.033. Time, date and place.

- (a) Regular date. The city council shall hold regular meetings on the 2nd and 4th Wednesday of each month, and regular workshop meetings on the 1st Wednesday of each month, with the following exceptions:
- (1) November: The second regular meeting of the month shall be held on Monday or Tuesday instead of Wednesday when Thanksgiving Day falls on the day after the fourth Wednesday of the month.
 - (2) December: The first regular meeting of the month shall be the only regular meeting of the month.
- (b) Regular time. The city council shall commence regular meetings at approximately 7:00 p.m. The board of adjustment shall commence regular meetings before the first council meeting of each month at approximately 7:00 p.m. when it meets immediately prior to regular city council meetings. The city council shall commence regular workshop meetings at noon. The time certain prescribed in this section means that the meeting may not be convened prior to the time indicated, but may be convened at a later time.
- (c) Rescheduling. When the day for any regular meeting falls on a state, federal, or city holiday, the regularly scheduled meeting for such day shall be cancelled unless otherwise specified by the city council. At other times that the mayor deems appropriate, the mayor may reschedule regular or special meetings. Public notice of such cancellation or rescheduling shall be given on the city website and by posting a notice on the door of the council chamber at city hall.
- (d) Special meetings. The mayor may call a special meeting on the mayor's own motion or on the application of three councilmembers. Each member of the city council, the city administrator, city secretary, and city attorney must be notified in writing or in person of the special meeting at least ~~72 hours in advance~~ three business days prior to the meeting date, except in emergency situations.
- (e) Cancellation. The mayor may cancel regular meetings when deemed necessary. Public notice of such cancellation shall be given on the city website and by posting a notice on the door of the council chamber at city hall. Meetings for which no quorum is present shall be deemed as automatically cancelled by operation of law.
- (f) Location. Except as otherwise provided in this paragraph, the city council shall conduct all meetings in the council chamber, located at city hall. However, the city council may

from time to time elect to meet at other locations and, upon such election, shall give public notice of the change of location in accordance with state law. If by reason of fire, flood or other emergency, it is unsafe to meet in the council chamber, for the duration of the emergency the council may hold its meetings at such other place as the presiding officer shall designate.

(Ordinance 365 adopted 10/24/18)

§ 2.02.034. Agendas.

- (a) Open meetings. The city shall comply with all notice requirements of the Texas Open Meetings Act, chapter 551 of the Texas Government Code.
- (b) Preparation. The city administrator shall, at the direction of the mayor, be responsible for preparing the agenda for council meetings. The mayor may determine which items to include in the agenda, provided that, the mayor shall include any item requested by a councilmember. The city administrator shall present a draft of the agenda to the mayor, city secretary and city attorney prior to posting. The agenda shall be approved by the mayor prior to posting.
- (c) Submission of items.
 - (1) Deadline. City council members and city staff seeking the inclusion of items on a regular meeting agenda shall submit requests to the city administrator before 5:00 p.m. on the ~~Thursday~~ Wednesday prior to the meeting.
 - (2) Special meetings. Requests for items for special meeting agendas shall be submitted to the city administrator as soon as possible and prior to posting of the agenda.
 - (3) Late items. Any item requests submitted after the deadline shall be placed on the agenda for the next regularly scheduled meeting, unless deemed necessary by the mayor for the city to conduct its business.
 - (4) Legal necessity. The deadline shall not apply to items submitted by the city attorney when deemed by the city attorney to be required by law or necessary to protect the city's legal interests.
 - (5) Citizen requests. Citizens requesting items be placed on an agenda may submit the request to the mayor, a city council member, or the city administrator. Whether to include on an agenda an item requested by a citizen but not sponsored by the mayor or a city council member shall be within the discretion of the mayor (or mayor pro tem in the mayor's absence), or city administrator.
 - (6) Wastewater issues. Any nonemergency issue involving the wastewater system, which cannot be resolved administratively, may be placed on a city council agenda for consideration and final decision.
- (d) Agenda format.
 - (1) Identification of sponsor. Agenda items shall include the name of the requesting person for that item.
 - (2) Format. The city administrator shall arrange agenda items by topic or department. Each item shall state whether it involves consideration of an ordinance or resolution.

- (3) Consent agenda. The city council may adopt or approve routine items by consent, without a separate vote on each item. Items may be removed from the consent agenda and considered separately upon request of one city council member.
 - (4) Discussion and action. It shall be presumed that all items listed on an agenda shall be eligible for full deliberation at the meeting, including discussion and action. However, specific agenda items may be identified as being for discussion only.
- (e) Posting.
- (1) Posting official. The city secretary or city administrator shall be responsible for posting the agenda for city council meetings.
 - (2) Posting deadline. The agenda shall be posted by 5:00 p.m. on the ~~Friday~~ **Thursday (or at least three business days)** prior to the meeting, unless the deadline is waived, in which case it shall be posted in accordance with state law.
 - (3) Website. The agenda shall be posted on the city's bulletin board and website, concurrently.
 - (4) Legal necessity. The deadline shall not apply to items submitted by the city attorney when deemed by the city attorney to be required by law or necessary to protect the city's legal interests.
- (f) Order of business. When possible, agenda items will be addressed in the following manner:
- (1) Briefing. City staff or consultants will brief the mayor and council on the item.
 - (2) Presentation. The applicant, mayor, councilmember, vendor or citizen seeking action from the city council shall speak to the mayor and council.
 - (3) Public hearing. Citizens will have the opportunity to address the mayor and council if the item is required by law, or a hearing is otherwise scheduled by the city administrator.
 - (4) Deliberation. The mayor and council may discuss the item as a group.
 - (5) Action. The council (and the mayor when authorized) shall vote to take any action deemed necessary and appropriate.

(Ordinance 2020-015 adopted 10/14/20)



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>3h</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u>n/a</u>
Exhibits:	<u>Proposed Ordinance</u>	Source of Funds:	<u>n/a</u>

Subject

Approval of an ordinance amending various sections of the City Code to update the address for City Hall to 4010 Bee Cave Road.

Recommendation

Approve.

Discussion

Ordinance No. 2025-011 updates the City of West Lake Hills City Code to reflect the relocation of City Hall from 911 Westlake Drive to 4010 Bee Cave Road. The amendments revise multiple sections of the code to replace the old address with the new location for the city council chamber, official notices to the mayor, and other references to City Hall.

CITY OF WEST LAKE HILLS
ORDINANCE NO. 2025-011

**AN ORDINANCE OF THE CITY OF WEST LAKE HILLS,
TEXAS, AMENDING VARIOUS SECTIONS OF THE CITY
CODE TO UPDATE THE ADDRESS OF CITY HALL FROM 911
WESTLAKE DRIVE TO 4010 BEE CAVE ROAD; PROVIDING
FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE
DATE.**

WHEREAS, the City Council of the City of West Lake Hills has relocated its City Hall from 911 Westlake Drive to 4010 Bee Cave Road; and

WHEREAS, it is necessary to update references to the former City Hall address in the City of West Lake Hills Code of Ordinances to reflect the new location.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Lake Hills, Texas:

SECTION 1. AMENDMENT TO SECTION 2.02.032(b)(4)

Section 2.02.032(b)(4) of the Code of Ordinances is hereby amended to read as follows:

(4) The city council chamber, where city council meetings are conducted, is located in City Hall, 4010 Bee Cave Road, West Lake Hills, Texas.

SECTION 2. AMENDMENT TO SECTION 1.08.003

Section 1.08.003 of the Code of Ordinances is hereby amended to read as follows:

All notices under this article shall be served upon the mayor at the following location: 4010 Bee Cave Road, West Lake Hills, Texas.

SECTION 3. AMENDMENT TO SECTION 36.01.020

Section 36.01.020 of the Code of Ordinances is hereby amended by replacing all references to “911 Westlake Drive” with “4010 Bee Cave Road” so that the section now reads in relevant part:

... subdivision may be inspected at City Hall, 4010 Bee Cave Road, West Lake Hills, Texas ...

... m. in the City Hall located at 4010 Bee Cave Road, West Lake Hills, Texas ...

... m. in the City Hall located at 4010 Bee Cave Road, West Lake Hills, Texas ...

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 5. REPEALER

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED & APPROVED this, the 13th day of August 2025, by the City Council of West Lake Hills, Texas.

CITY OF WEST LAKE HILLS:

by: _____
James Vaughan, Mayor

ATTEST:

Terry Blanchard, TRMC
City Secretary



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>3i</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u>n/a</u>
Exhibits:	<u>Proposed Ordinance</u>	Source of Funds:	<u>n/a</u>

Subject

Approval of an ordinance repealing Article 2.08 ("Sale of Surplus or Salvage Property") of Chapter 2, Title I of the City Code.

Recommendation

Approve.

Discussion

This ordinance repeals Article 2.08 ("Sale of Surplus or Salvage Property") of the West Lake Hills Municipal Code, which previously outlined procedures for disposing of surplus or salvage property. Staff recommend that ordinance provisions are no longer necessary or appropriate and elected to remove them in their entirety. Repeal of the ordinance is in favor of adopting a corresponding policy by resolution in Item 3j.

**CITY OF WEST LAKE HILLS
ORDINANCE NO. 2025-012**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS, REPEALING ARTICLE 2.08 (“SALE OF SURPLUS OR SALVAGE PROPERTY”) OF CHAPTER 2, TITLE I (“GENERAL ORDINANCES”) OF THE WEST LAKE HILLS MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, Article 2.08 of the West Lake Hills Municipal Code establishes procedures for the disposal of surplus or salvage property by the City; and

WHEREAS, the City Council finds that the provisions of Article 2.08 are no longer necessary or appropriate and desires to repeal this Article in its entirety.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Lake Hills, Texas:

SECTION 1. REPEAL OF ARTICLE 2.08

Article 2.08 (“Sale of Surplus or Salvage Property”) of Chapter 2 of Title I of the West Lake Hills Municipal Code, including Sections 2.08.001 through 2.08.007, is hereby repealed in its entirety.

SECTION 2. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. PUBLICATION

The City Secretary is hereby directed to publish the caption, and the effective date of this Ordinance, in the official newspaper of the City of West Lake Hills as required by Section 52.013 of the Texas Local Government Code.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect on the 10th day following its publication, in accordance with applicable state law.

PASSED & APPROVED this, the 13th day of August 2025, by the City Council of West Lake Hills, Texas.

CITY OF WEST LAKE HILLS:

by: _____
James Vaughan, Mayor

ATTEST:

Terry Blanchard, TRMC
City Secretary



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>3j</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u>n/a</u>
Exhibits:	<u>Proposed Resolution</u>	Source of Funds:	<u>n/a</u>

Subject

Approval of a resolution establishing a policy for the sale of surplus or salvage property to include use of online auctions and other modernized disposal methods.

Recommendation

Approve.

Discussion

The proposed Resolution No. 2025-08-01 approves an updated policy for the sale of surplus or salvage property, incorporating the use of secure online auction platforms and other modernized disposal methods to improve efficiency, transparency, and financial return. The proposed policy is in lieu of the provisions in Article 2.08 Sale of Surplus or Salvage Property.

The policy, administered by the City Administrator or designee, authorizes multiple sale methods including public auctions, competitive sealed bids, trade-ins, transfers to other governmental entities, and other state-authorized methods. It establishes clear definitions, procedural safeguards, public notice requirements, and documentation standards to ensure audit transparency. Proceeds from sales will be deposited into the City's general fund, and any property deemed unsellable may be destroyed with proper reporting to Council. This resolution takes effect immediately upon adoption.

RESOLUTION NO. 2025-08-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS, APPROVING A POLICY FOR THE SALE OF SURPLUS OR SALVAGE PROPERTY TO INCLUDE USE OF ONLINE AUCTIONS AND OTHER MODERNIZED DISPOSAL METHODS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of West Lake Hills (“City”) desires to maximize returns from the disposal of surplus or salvage property, maintain transparency, and utilize modern tools available for asset disposition; and

WHEREAS, the City Council finds it to be in the best interest of the City to amend its policy to allow the use of secure online auction platforms and to clarify procedures for property disposal; and

WHEREAS, the amended policy establishes definitions and procedures for the disposal of surplus and salvage property by the City Administrator or designee, including sales through public auction, online auction, sealed bids, trade-ins, and other methods authorized by law; and

WHEREAS, the amended policy provides a process for public notice, documentation, and audit transparency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS:

1. Approval of Policy

The City Council hereby approves the amended policy for the sale of surplus or salvage property as set forth in Exhibit A including the incorporation of online auctions and additional sale methods as authorized by the City Administrator.

2. Authorization to Implement

The City Administrator or designee is hereby authorized to implement the amended policy and take such actions as necessary to carry out the intent of this Resolution.

3. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on this 13th day of August, 2025.

ATTEST:

James Vaughan, Mayor

Terry Blanchard, City Secretary

EXHIBIT A

SALE OF SURPLUS OR SALVAGE PROPERTY

Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Online Auction: The use of a secure, internet-based auction platform that allows competitive bidding for surplus or salvage property, accessible to the public and administered by the City or a third-party vendor.

Property. Personal property, and does not mean real property, or any interest in real property.

Salvage property. Any personal property which through use, time, or accident is so depleted, worn out, damaged, used, or consumed that it has no value for the purpose for which it was originally intended.

Surplus property. Any personal property which is in excess of the needs of the city and which is not required for its foreseeable needs. Surplus property may be used or new but possesses some usefulness for the purpose for which it was intended or for some other purpose.

General policy.

The city administrator or designee is authorized to dispose of any personal property of the city that has become surplus or salvage, including by means of:

- (1) Public auction, whether held in person or through an online auction platform approved by the city administrator;
- (2) Competitive sealed bids;
- (3) Trade-in on replacement property;
- (4) Transfer to another governmental entity; or
- (5) Other methods as authorized by state law.

Procedure

When utilizing an online auction, the city shall:

- (1) Ensure the platform provides secure registration and bid tracking;
- (2) Post the property for a reasonable period before the close of bidding;
- (3) Clearly disclose all terms and conditions of the sale;
- (4) Retain documentation of bids received and final sale details for audit purposes; and
- (5) Publish notice of the sale, including a link to the online auction site, on the city's website and in any other manner deemed appropriate by the city administrator.

Sale proceeds.

The net proceeds from the sale of any surplus or salvage property shall be deposited to the credit of the city in the general fund.

If the city cannot sell or dispose of any surplus or salvage property, it may order the property destroyed as worthless, salvaged and report the destruction to the city council. The destruction of surplus or salvaged property shall authorize the city administrator to remove the reported property from the city inventory if it is on city inventory.

Title

Any purchaser of surplus or salvage property at a sale made by the city under the authorization of the city council shall obtain good title to any property purchased if the purchaser has in good faith complied with the conditions of the sale and the applicable rules and regulations of the city council.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	August 13, 2025	Item Number:	4
	Building & Development		
Department:	Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

105 Wood Trail: Discuss and consider action on a recommendation from ZAPCO on proposed variances to the Texas Administrative Code Chapter 30, Chapter 285 adopted in Sections 18.03.064 and 18.03.065 and 22.03.281 of the West Lake Hills Code to allow:

1. The placement of a structure within 5 feet of a septic facility (TAC 285.91(10))
2. The placement of a structure above a septic facility (TAC 285.34(e)(2) and TAC 285.39(c)).

Applicant: Tanya Clement, Property Owner

Recommendation

Discuss and consider action based on the following criteria:

- (i) There are special circumstances or conditions affecting the property involved, such that the strict application of the requirements of this division would deprive the applicant of the reasonable use of his property;
- (ii) The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
- (iii) The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area;
- (iv) The granting of the variance will not have the effect of preventing the orderly development of other properties in accordance with the requirements of this division; and
- (v) Alternative methods to the installation or modification of the facility would not be suitable.

See the full criteria list in Variance Criteria in this report.

The designated representative has provided a recommendation for denial (Attachment 6). Per Section 18.03.067 the designated representative must provide a recommendation to city council. Some of the concerns include:

- The tank is no longer accessible for maintenance or repairs

- The weight of the deck and activity can exert pressure on the tank, potentially causing damage, leaks or collapse.

This item was reviewed by the Zoning and Planning Commission on July 16, 2025, and was recommended for approved by a vote of 3-0, based upon the criteria for a Chapter 18 variance and that the proposed use is reasonable for the site (Attachment 7).

Discussion

Property Information, Zoning & Site Characteristics:

Owner: John Barton and Tanya Clement

Legal Description: Wood Trail Estates, Lot 4

Lot Size: 1 acre

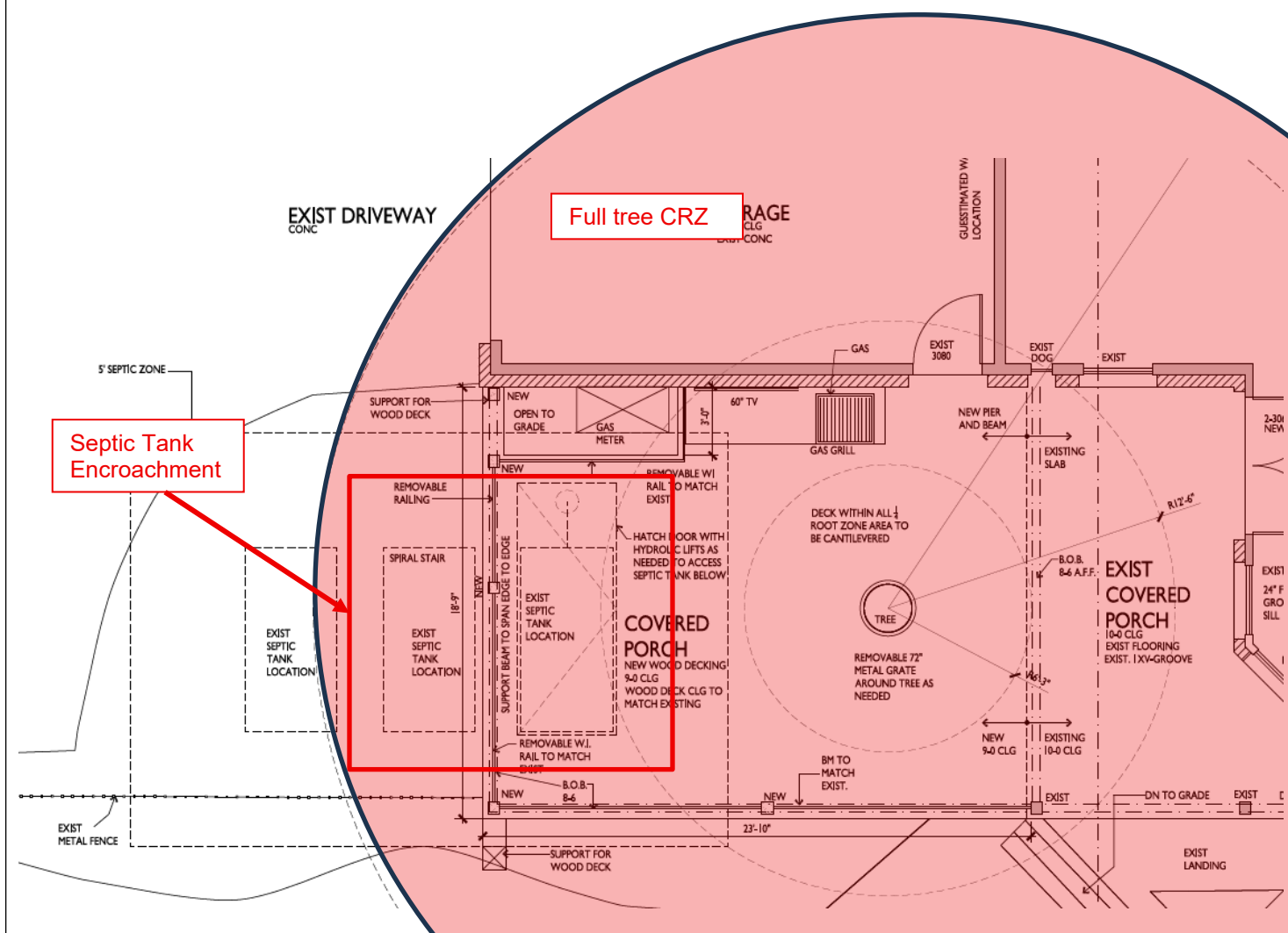
Zoning: R-1 One Family

Wastewater: On-site Sewage Facility (Septic)

The properties surrounding the subject property are zoned R-1, One Family Residential and West Lake Hills ETJ.

Background:

There is an existing house with a pool and sport court, built in 1994. The applicant is proposing to expand the two-story back deck over the existing septic system tank and existing tree critical root zone.



OSSF requirements are mandated by the Texas Commission on Environmental Quality, but the authority to enforce is delegated to the City. The city can enact stricter standards but cannot adopt lesser standards. TCEQ conducts periodic audits of OSSF files.

There are two additional variances, Item 6 on the Board of Adjustment agenda for impervious cover and Item 6 on the City Council agenda for encroachment into tree critical root zone for consideration on August 13, 2025.

Analysis:

OSSF Clearance Requirement

Code Requirements

The City of West Lake Hills is the permit authority for OSSF permitting. The city can have more stringent rules but must enforce the Texas Commission on Environmental Quality OSSF regulations as adopted in the Texas Administrative Code, as amended.

- **Section 18.03.064. OSSF Rules adopted.**

The rules, title 30 Texas Administrative Code (TAC) chapter 30, subchapters A and G and title 30 TAC chapter 285, promulgated by the state commission on environmental quality (TCEQ) for OSSFs are hereby adopted, and all officials and employees of the city, having duties under said rules are authorized to **perform** such duties as are required of them under said rules.

- **Section 18.03.065. Incorporation by reference.**

The rules, 30 TAC chapter 30, subchapters A and G and title 30 TAC Chapter 285, all future amendments and revisions thereto are incorporated by reference and are thus made a part of these rules.

- **Texas Administrative Code Section 285.34 (e)(2)**

(e) Holding tanks. Tanks shall be constructed according to the requirements established for septic tanks under §285.32(b)(1)(D) - (E) of this title. Inlet fittings are required. No outlet fitting shall be provided. A baffle is not required. Holding tanks shall be used only on sites where other methods of sewage disposal are not feasible (these holding tank provisions do not apply to portable toilets or to an office trailer at a construction site). All holding tanks shall be equipped with an audible and visible alarm to indicate when the tank has been filled to within 75% of its rated capacity. A port with its smallest dimension being at least 12 inches shall be provided in the tank lid for inspection, cleaning, and maintenance. This port shall be accessible from the ground surface and must be easily removable and watertight.

(1) Minimum capacity. The minimum capacity of the holding tank shall be sufficient to store the estimated or calculated daily wastewater flow for a period of one week (wastewater usage rate in gallons per day x seven days).

(2) Location. Holding tanks shall be installed in an area readily accessible to a pump truck under all weather conditions, and at a location that meets the minimum distance requirements in §285.91(10) of this title (relating to Tables).

(3) Pumping requirements. A scheduled pumping contract with a waste transporter, holding a current registration with the executive director, must be provided to the permitting authority before a holding tank may be installed. Pumping records must be retained for five years.

- **Texas Administrative Code Section 285.39**

(a) An installer shall provide the owner of an on-site sewage facility (OSSF) with written information regarding maintenance and management practices and water conservation measures related to the OSSF installed, repaired, or maintained by the installer.

(b) Owners shall have the treatment tanks pumped on a regular basis in order to prevent sludge accumulation from spilling over to the next tank or the outlet device. Owners of treatment tanks shall engage only persons registered with the executive director to transport the treatment tank contents.

(c) Owners shall not allow driveways, storage buildings, or other structures to be constructed over the treatment or disposal systems.

- **Texas Administrative Code Section 285.34 (e)(2)**

(10) Table X. Minimum Required Separation Distances for On-Site Sewage Facilities.

FROM	Tanks	TO				
		Soil Absorption Systems, & Unlined ET Beds	Lined Evapotranspiration Beds	Sewer Pipe With Watertight Joints	Surface Application (Edge of Spray Area)	Drip Irrigation
Foundations, Buildings, Surface Improvements, Property Lines, Swimming Pools and Other Structures	5	5	5	5 Pipe may run beneath driveways and sidewalks or up to surface improvements if it is Schedule 80 pipe or sleeved in Schedule 40 pipe Pipe containing secondary effluent has no setbacks from building foundations	No Separation Distances Except Property lines - 20 ⁶ Swimming Pools - 25	No Separation Distances Except ⁴ : Property Lines - 5

Request:

To build the deck and staircase over the existing OSSF tanks.

Public Comment:

As of the date of the report, one comment in support was received with the application (Attachment 8).

Variance Criteria:

As the permit authority, the city has the ability to grant variances per the Texas Administrative Code:

- TAC 285.3(b)(2) Variance requests shall be submitted with the application and shall be reviewed by the **permitting authority** according to subsection (h) of this section. As we are the permitting authority the city can approve per our codes and section (h) below.

(h) Variances. Requests for variances from provisions of this chapter may be considered by the appropriate permitting authority on a case-by-case basis. (1) A variance may be granted if the owner, or a professional sanitarian or professional engineer representing the owner, demonstrates to the satisfaction of the permitting authority that conditions are such that equivalent or greater protection of the public health and the environment can be provided by alternate means. Variances for separation distances **shall not be granted unless the provisions of this chapter cannot be met.** (2) Any request for a variance under this subsection must contain planning materials prepared by either a professional sanitarian or a professional engineer (with appropriate seal, date, and signature).

OSSF variances follow the procedure and notice found in Section 18.03.067 Supplemental rules and procedures:

(12) Variances.

- (B) Variances from the requirements of this division may be granted by the city council.
- (C) All requests for variances from the requirements of this division must be submitted in writing to the city secretary. Upon recommendation of the designated representative, the city council may grant a variance.
- (D) The city council may prescribe conditions with respect to a variance if such conditions are deemed necessary for or desirable in the public interest.
- (E) A variance shall not be granted unless the city council finds that:
 - (i) There are special circumstances or conditions affecting the property involved, such that **the strict application of the requirements of this division would deprive the applicant of the reasonable use of his property;**
 - (ii) The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
 - (iii) The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area;
 - (iv) The granting of the variance will not have the effect of preventing the orderly

development of other properties in accordance with the requirements of this division;
and

- (v) Alternative methods to the installation or modification of the facility would not be suitable.
- (F) In making the findings required under this section, the city council shall take into account the nature of the proposed use of the property involved, and the probable effect upon the public health, safety, convenience and welfare in the vicinity of the on-site sewage facility that is the subject of the application for a variance.
- (G) A variance may be granted only when in harmony with the general purposes and intent of this division so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the applicant, standing alone, shall not be deemed to constitute undue hardship.
- (H) The findings of the city council, together with the specific facts upon which such findings were based, shall be incorporated into the official minutes of the city council meeting at which the variance was granted or denied.
- (I) Any recommendation or findings of the zoning and planning commission may be appealed to the city council. The city council may reverse such recommendations or findings by simple majority vote of those present. This appeal must be filed in writing within 30 days. Upon request of applicant, the commission may allow one postponement of the variance request(s) to the following regular meeting of the commission, at which meeting the commission must either make a recommendation or forward the variance request(s) to the board of adjustment/city council without a recommendation.
- (J) If the variance application(s) are denied or withdrawn prior to approval, the applicant has ten (10) days to bring the property into compliance. If the deviation(s) are not corrected within the ten (10) days, immediate enforcement action described by section 2.02.041 of this code may be taken to bring the property into compliance. A resulting conviction in municipal court shall not relieve any person from fully complying with any other requirement of this chapter.

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

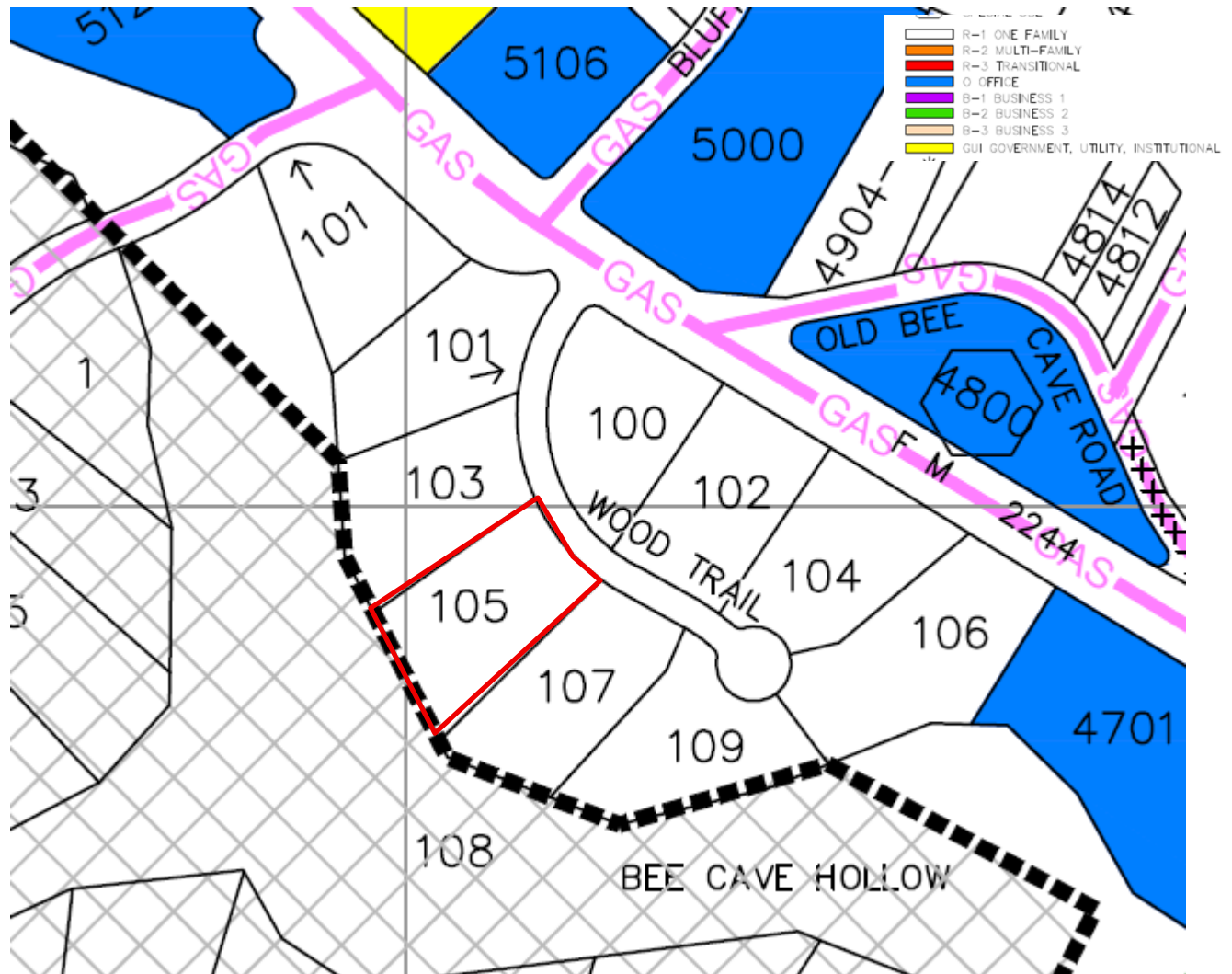
The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Texas Administrative Code 285.3\(b\)2](#)

- Texas Administrative Code 285.34(e)(2)
- Texas Administrative Code 285.39(c)
- Section 18.03.064 OSSF Rules adopted.
- Section 18.03.065 Incorporation by reference.
- Section 18.03.067(12) Variances

Zoning:



Aerial:





June 12, 2025

Zoning & Planning Commission
City of West Lake Hills

Dear Chairperson Meisel,

We are writing to respectfully request five variances to the city code related to three elements of a proposed improvement project at our home:

- the limitations on building with existing non-conformance impervious cover [**IC 22.03.281**]
- the restriction on building over more than 50% of the critical root zone of an existing oak tree [**Section 22.03.305 (b) and City of Austin Environmental Criteria Manual 3.5.2 (A)**], and
- constraints on covering a portion of a septic tank [**TAC Chapter 285.34 (e) (2) and 285.39 (c)**].

Our project involves replacing an existing flagstone patio with a wooden deck and expanding a small upstairs balcony at the rear of the house. As part of this plan, we would be building around an existing oak tree and above a portion of a septic storage tank. We have worked carefully to design a plan that incorporates and preserves the oak tree and ensures the septic system remains accessible for any future maintenance that may be required.

I. Impervious Cover Request

We would like to request an Existing Non-Conformance Impervious Cover Variance. We have no way of knowing what level of coverage was formally approved by the City



of Westlake through the previous homeowner. We request the variance to honor the existing IC plus the improvements IC with the understanding there will be no change to the current 28.5%. We plan to remove an existing stone patio and part of an existing stone walkway to equal 28.5% to match existing conditions.

II. Tree Variance Request

We understand and respect the importance of protecting our city's oak trees and have taken significant steps to ensure this tree remains healthy. We engaged a certified arborist to evaluate the site and project plans. He determined that the project will not adversely affect the tree's health. Additionally, although not required, we are implementing a supplemental tree health program that includes deep root fertilization and preventive treatment for pests and disease.

Our proposed design avoids all digging within 25% of the Critical Root Zone (CRZ), and the minimal excavation required within the 50% CRZ will be limited to 5 inches in depth in compliance with the code. While our plan includes coverage over more than 50% of the CRZ, the structure will be permeable and cantilevered in several areas to allow water and air flow, supporting the tree's long-term vitality. The arborist has advised that because of the tree's proximity to the house, the roots have grown well into the backyard where they have ample access to water. Notably, the existing porch and features like AC units, a jacuzzi, and the current flagstone patio have had no apparent adverse effect on the tree.

We have also included documentation and photographs demonstrating that similar approaches are common throughout the city, including public and commercial properties where trees thrive under similar conditions.



III. Septic Variance Request

Our plans have been revised to address concerns regarding the septic system. The new deck will be cantilevered over one of the storage tanks. A hatch will be incorporated

into the design to provide access for tank replacement and routine pumping. An estimate for moving the three tanks costs \$25,0000. A septic engineer has written a letter confirming that our design is consistent with the underlying intent of the code – which is to ensure septic systems remain unobstructed for continued operation and maintenance. Given this opinion and the fact that moving the tanks might encroach on the oak tree and other fauna, we do not think that moving the septic tanks is suitable.

IV. Justification for the Variances

We believe the variances we are requesting are reasonable and will have no impact on the health of our oak tree or the accessibility of the septic system. On the other hand, the development will significantly increase the safety and enjoyment of our home.

The proposed expansion of the upstairs balcony will significantly enhance the safety and usability of our home. The upstairs bedroom above the garage is located at the far end of a long, narrow hallway. The windows in this room are too high off the ground to serve as emergency exits. Our plan includes extending the existing balcony to reach this room and adding a door to provide direct access to the expanded balcony. This would create an alternative exit route: in case of fire or emergency, a resident could leave the bedroom through the new balcony door, cross the extended balcony, and re-enter the home through the existing balcony door, thereby reaching the central staircase without having to rely on the narrow hallway. This added egress would improve safety for upstairs occupants.



There is a portion of our yard that is currently unusable due to a combination of natural and structural challenges. The area is heavily shaded by mature tree coverage, which prevents grass from growing and leaves the ground uneven and bare. The surface is difficult to walk on safely, and outdoor furniture cannot sit level, making the space uncomfortable and impractical for any meaningful use. Additionally, accessing this part of the yard requires descending a set of stairs, further discouraging regular use.

Constructing a deck over this area would transform it into a functional, level, and safe outdoor living/dining/cooking space. Beyond general usability, it would significantly improve accessibility and safety as we plan for the long-term use of our home. Our hope is to live in this house for many more years and creating a smooth, stable surface would support our ability to age in place without the need to navigate uneven terrain or stairs, which may pose increased risks over time.

Since the home was built in 1994, the space for the proposed building plan has served no functional or recreational purpose. We have owned the property since 2011, and for us, the area has always been unusable and visually unappealing as it sits directly outside the windows of the main indoor kitchen and eating area. Adding a deck would allow us to reclaim this neglected portion of our yard and convert it into a welcoming and accessible extension of our living space. We believe these conditions constitute a hardship, as they prevent us from fully enjoying and utilizing our property. The new deck would provide a safer, more functional area that aligns with current standards for comparable homes in West Lake Hills. We want to make this home a home where we can grow old and entertain our grandchildren.

We have worked hard to refine the plan to ensure that the proposed improvements are as modest as possible while still addressing the difficulties posed by the original design. The planned construction will not harm the natural surroundings or future use of the property and will not negatively impact any neighboring properties. In fact, we believe



this enhancement will improve property values on our street. We've included a letter of support from a neighbor to that effect.

We appreciate your time and consideration, and we welcome the opportunity to answer any questions you may have or provide additional information. Thank you for your service to our community and for reviewing our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tanya Clement", written over a light blue circular stamp.

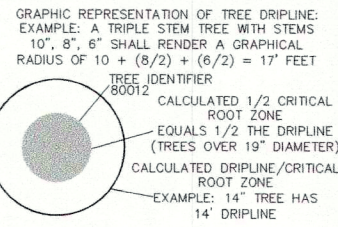
Dr. Tanya Clement
Professor, Department of English
The University of Texas at Austin

AS-BUILT, PARTIAL TREE AND PARTIAL TOPOGRAPHIC SURVEY

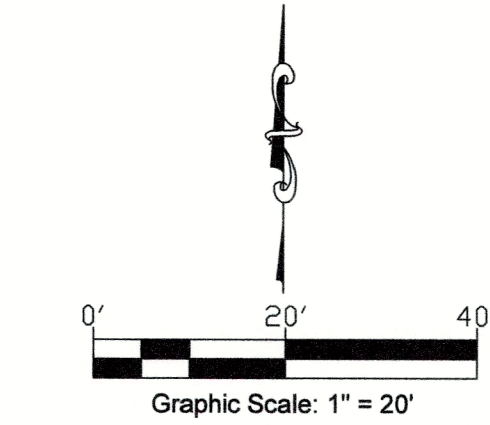
ATS Job #250123020s

Reference: Clement, Tonya Address: 105, Wood Trail, West Lake Hills, Texas
Lot 4, WOOD TRAIL ESTATES as recorded in Book 91, Page 313, Plat Records, Travis County, Texas.

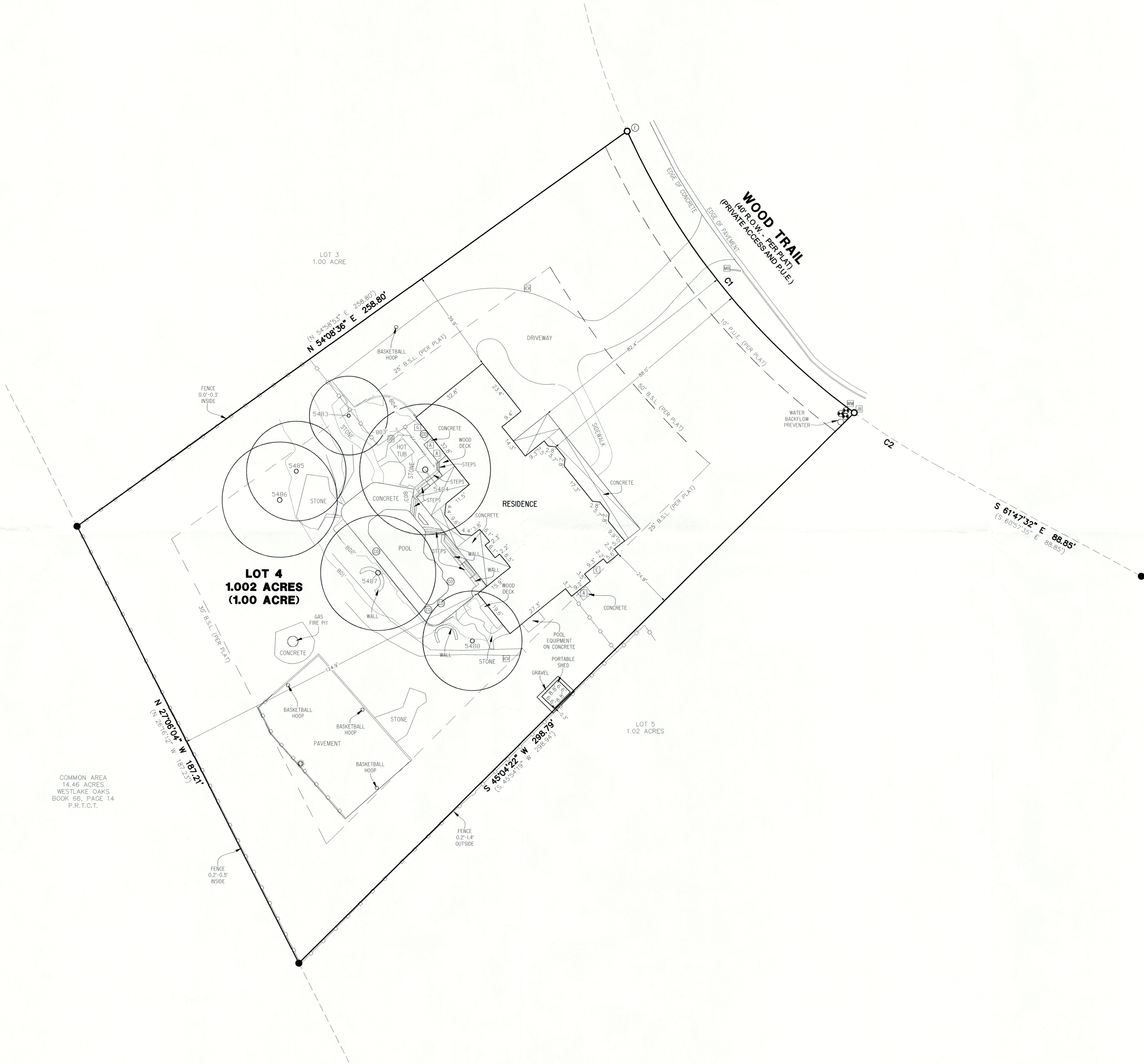
Tag	Trunk	Comment
5483	19	CREPE MYRTLE (6-6-6-6)
5484	25	LIVE OAK (19-11)
5485	19	LIVE OAK (15-8)
5486	22	LIVE OAK
5487	22	LIVE OAK
5488	19	LIVE OAK



- Notes:
- 1) Surveyor makes no expressed or implied warranties as to the fee ownership of the property shown.
 - 2) Directional control is based on the Texas State Plane Coordinate System, Central Zone (4203).
 - 3) Contours shown hereon were produced by an on the ground survey and are based on NAVD83.
 - 4) This survey was performed without the benefit of a title commitment, therefore, agreements, easements and restrictions may exist that are not shown hereon.



LEGEND	
●	1/2" IRON ROD FOUND (OR AS NOTED)
○	1/2" IRON ROD SET "ATS ENGINEERS"
⌈	AIR CONDITIONER
⌋	GAS METER
⌈	ELECTRIC METER
⌋	WASTEWATER CLEANOUT
⌈	WATER METER
⌋	WATER VALVE
⌈	IRRIGATION CONTROL VALVE
⌋	ELECTRIC JUNCTION BOX
⌈	LIGHT STANDARD
⌋	ELECTRIC MANHOLE
⌈	MAILBOX
---	BUILDING SETBACK
---	EASEMENT
---	JOINER LINE
---	METAL FENCE
---	WOOD FENCE
---	100' CONTOUR LINE
---	B.S.L. BUILDING SETBACK LINE
---	P.U.E. PUBLIC UTILITY EASEMENT
---	R.O.W. RIGHT OF WAY
---	COVERED AREA
---	P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
()	RECORD INFORMATION



I, Colin Bromley, HEREBY CERTIFY that a survey was made on the ground of the property shown hereon; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown; that said property has access to and from a public roadway; and that this plat is an accurate representation of the property to the best of my knowledge.

Colin Bromley
Colin Bromley
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6955 - STATE OF TEXAS

Client: Clement, Tonya
Date of Field Work: 01/28/2025, 01/29/2025, 01/30/2025 & 02/06/2025
Field: RBonds & Malifaro

Tech: MLeonardo
Date Drawn: 02/04/2025 & 02/05/2025
Path: SERVER6\Surveying\Projects\BULK\STUVWXYZ\WoodTr1105\Production\Drawings\WoodTr1105-250123020s.dwg



Curve Table				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	139.70'	270.00'	S 39°04'25" E	138.14'
(C1)	(139.70')	(270.00')	(S 38°18'11" E)	(138.15')
C2	37.47'	270.00'	S 57°52'18" E	37.44'
(C2)	(36.92')	(270.00')	(S 57°02'34" E)	(36.89')



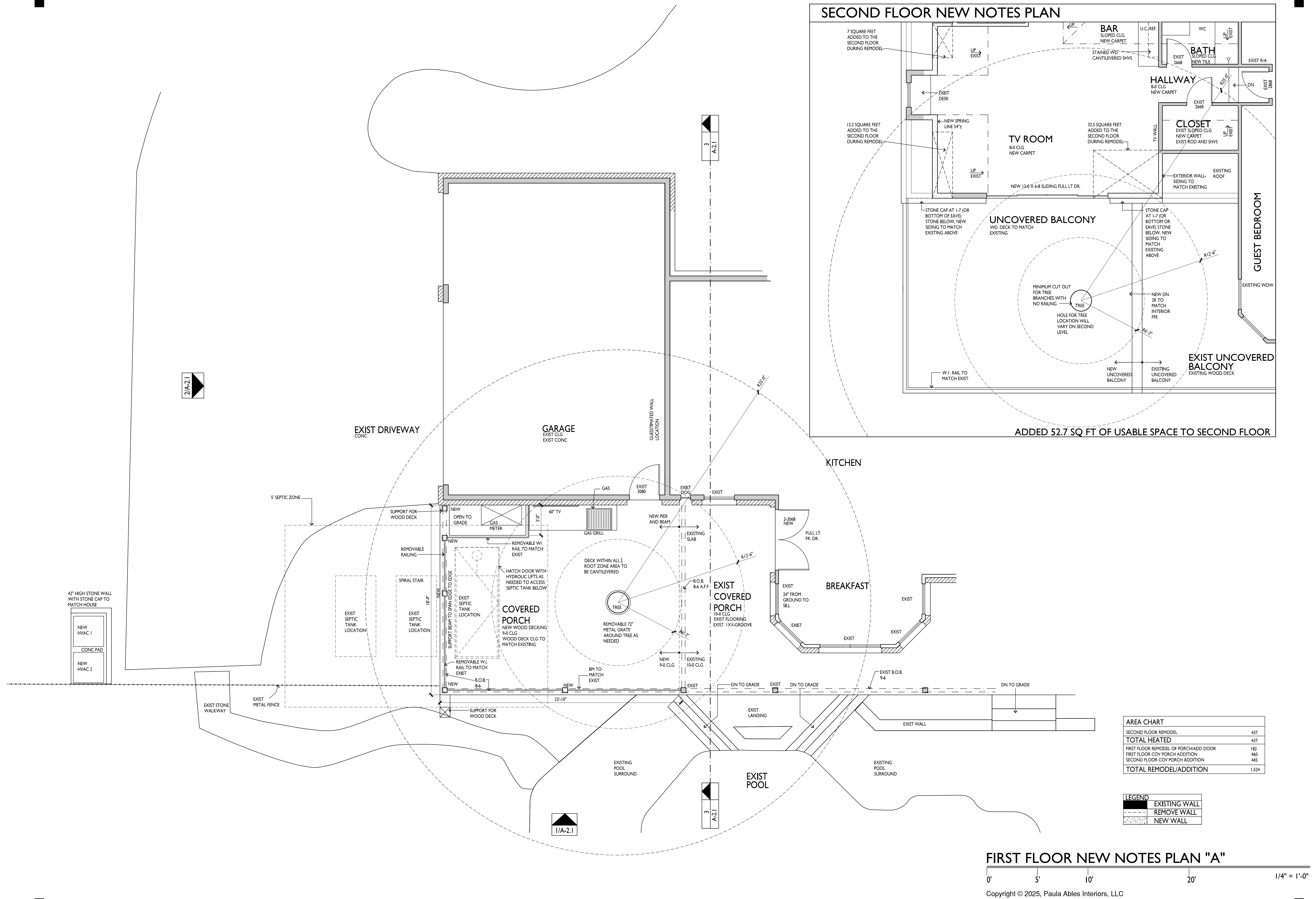
THE CLEMENT REMODEL
105 WOOD TRAIL
AUSTIN, TEXAS

FIRST FLOOR NEW NOTES PLAN

REVISIONS

DATE
MARCH 3, 2025

AI.IN



POLVADO ENGINEERING SERVICES, LLC

9609 Saugus Lane, Austin, Texas 78733
O-(512) 584-8734 C-(512) 775-3839
www.polvado-engineering.com TBPE Firm #: F-1494

May 21, 2025

Members of the Zoning and Planning Commission
City of West Lake Hills
West Lake Hills, Texas 78746

Re: Variance Request for 105 Wood Trail, West Lake Hills, Texas 78746

Dear Sir:

On Wednesday, May 14, 2025, I met with Boone Lawrence of Boone Lawrence Construction LLC at the above referenced address in order to provide a job site assessment of the desire to install an exterior deck at the back right side of this house. The issue of concern and the reason for this Variance Request is that the Proposed New Deck will be installed over one of the three septic tanks being utilized for the treatment of the sewage from this house.

According to On-Site Sewage Facilities, Title 30, TAC Chapter 285, Table X. Minimum Required Separation Distances for On-Site Sewage Facilities, specifically, Tanks must maintain a 5 foot separation from Foundations, Buildings, Surface Improvements, Property Lines, Swimming Pools and Other Structures.

The structural elements used to support this new deck should not be an issue to maintaining the 5 foot setback. However, this new deck will be positioned directly over one of these existing tanks. There will be an air gap above this existing tank of about 1 foot. Also, this new deck will have a Hatch Door positioned directly above this tank which will provide access for maintenance purposes.

Please note, this On-Site Sewage Facility ("OSSF") is for a seven (7) bedroom 4716 square foot house. The design is using 2 x 1250 gallons tanks tied together equaling 2500 gallons of sewage treatment. (One of which is the tank in question.) Also, a 750 gallon tank which pumps the effluent to a 3370 square foot drain field all installed in 1994. The only required maintenance for this particular OSSF Concrete Septic Tank is the pumping and cleaning every 5-7 years which will easily be accomplished through the Hatch Door.

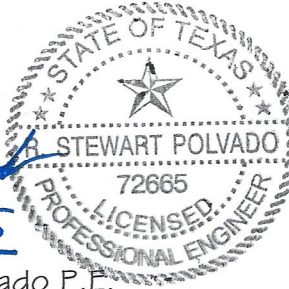
The other area of concern is the structural failure of this Concrete Septic Tank and the need for it to be replaced. In my Professional Opinion, this is highly unlikely. Central Texas is not prone to Earthquakes. There will be no Vehicular Traffic nearby. The surrounding soils will not caustically affect the concrete tank from the exterior neither will the residential influent that flows into this tank affect the interior.

Needless to say, the Owners of this house are fully aware of these issues and if the tank needs to be replaced, they are willing to take that risk and be solely financially responsible for that issue if it arises. Therefore, a Variance is requested to install this exterior deck above this existing Concrete Septic Tank.

If you need any clarifications, explanations or have any questions concerning this request, please do not hesitate to contact me.

Sincerely,

R. Stewart Polvado
05/21/25



R. Stewart Polvado P.E.

Polvado Engineering Services

Jay W. Propes
100 Wood Trl.
West Lake Hills, TX 78746
jay.propes@gmail.com
512.225.1007

May 22, 2025

City of West Lake Hills
Building & Development/Permits
Attn: Variance Requests
911 Westlake Drive
West Lake Hills, TX 78746

To whom it may concern:

I am writing to express my staunch support for the Barton family's variance request to construct a deck in their backyard at 105 Wood Trail. As a neighbor who has observed from directly across the street their exceptional stewardship of their property, this variance serves both the family's needs and our community's interests.

The Bartons' backyard is naturally secluded from the street by their home and shielded from neighboring properties by mature trees and the positioning of the house and resulting sight angles. This natural screening ensures the proposed deck will have minimal visual impact on surrounding properties, though, given everything else the Bartons have done to their property in the fourteen years it has been their residence, the deck will only enhance the aesthetic appeal of the home.

Home improvements that thoughtfully enhance properties benefit our entire neighborhood. A well-designed deck will likely increase the Bartons' property value, which positively affects comparable property values throughout our street. This type of responsible home improvement strengthens our community's overall appeal and market position.

The Bartons have not merely maintained their property's natural beauty for years, preserving over 20 mature oak trees and maintaining their entire yard to exceptionally exacting standards. They have invested in the betterment and sustainability of their homesite. Their consistent history of environmental care gives me complete confidence that they will integrate any new construction thoughtfully with the existing landscape, protecting the mature trees that make their property—and our neighborhood—so attractive.

I respectfully urge you to approve this variance request. You will likely receive similar endorsements of this variance request from my neighbors, but feel free to contact me if you would like to ask me specific questions about the neighborhood or anything else.

My history with the Barton's does require me to add one more thought: The Barton family is such a valued and thoughtful part of our community, that most respondents are going to be flabbergasted that they needed to ask to modify their backyard decking. They are too considerate to have contemplated anything that would have potentially negative impact on the rest of us.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay W. Propes". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jay W. Propes

July 30, 2025

West Lake Hills
911 Westlake Drive
West Lake Hills, TX 78746
Attn: Jordan Word

Regarding: 105 Wood Trail (Lot 4 Wood Trail Estates)
Septic Set Back Variance
Case Number 2025-1269

Jordan,

This letter is being issued as our recommendation regarding a variance request to allow a structure to be placed within the 5-foot septic system setback.

The variance request includes a request to place a two-story deck over the septic tanks with a section of the deck to be removable to allow for the system to be pumped, when necessary.

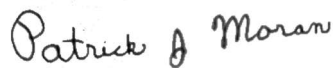
The Texas Commission on Environmental Quality (TCEQ) provides regulations for the installation of septic systems to ensure that the installed systems perform as required. The setback of structures from these systems is an integral part of the performance of the system.

When a structure is placed over a tank or drain field, this can interfere with the proper function of the system. The tank is no longer accessible for maintenance or repairs. The weight of the deck and activity can exert pressure on the tank, potentially causing damage, leaks, or collapse.

Due to the above concerns, we recommend that a variance to place a deck over the septic system be denied.

If you have any questions or need something further, please let me know.

Sincerely,



Patrick Moran, MCP
Assistant Operations Manager
TSBPE: I-4332
OSSF Designated Representative: OS0040078

City of West Lake Hills

MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO)

REGULAR MEETING

Wednesday, July 16, 2025 at 6:30 PM

1. **Call to Order: Vice-Chair Jim Pledger**

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

2. **Citizen Communications:**

1. 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.

1. Approval of the June 18, 2025 Zoning and Planning Commission minutes
2. Report of previous ZAPCO cases acted upon by the BOA/Council

a. **Action:** Commissioner Bartoletti moves for approval of the Consent Agenda

- i. Commissioner Webber Seconds
- ii. Motion carries unanimously 3 - 0

4. **Public Hearing: 1801 Basin Ledge:** Discuss and make recommendations on a proposed variance to allow for the removal of one tree 14 inches and greater (Tree 70, 14-inch cedar) (Section 22.03.304 of the West Lake Hills Code).

Applicant: James Gatlin, JAG Permits

Note: Items 4 and 5 were discussed in a joint. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 4 of the minutes.

a. Staff Report:

- i. Director Bills explains variance requests for removal of one tree, location of a septic tank in a side setback, and grading in excess of 18 inches in the building setback.

b. Public Comments:

- i. James Gatin: Jag Permits – appearing virtually
 - a. Describes the variance request on behalf of the homeowners

c. Discussion:

- i. The commission expresses that the exhibits and presentation provided by the applicant do not have all the information required for ZAPCO analysis.

d. Action:

- i. Commissioner Stewart moves that the tree removal variance be forwarded to the City Council with a motion of approval, based on the request meeting the intent of the comprehensive plan and having no adverse impact on neighboring properties.
 - 1. Commissioner Bartoletti seconds
 - 2. Motion fails 2-0
 - a. Commissioner Stewart voting in favor
 - b. Commissioners Bartoletti and Webber voting in opposition
- ii. Commissioner Webber moves that the tree removal variance be forwarded to the City Council with a recommendation of **denial**, based on lack of information. Included in the recommendation is a request for the applicant to provide a floor plan and tree survey.
 - 1. Commissioner Bartoletti Seconds
 - 2. Motion Passes
 - a. Commissioner Stewart voting in opposition
 - b. Commissioners Bartoletti and Webber voting in favor

Note: *Following the vote to deny the tree variances, the applicant realized certain documents had not been provided to the city in its application. The applicant requested that the item be postponed to the August 20, 2025 ZAPCO meeting to allow for the presentation of more detailed exhibits related to the site and floor plans.*

- iii. Commissioner Webber moves to recall vote to recommend denial and postpone items 4 and 5 to the August 20 meeting, based on applicant's request.
 - 1. Commissioner Bartoletti Seconds

2. Motion carries unanimously.

Item will be postponed to the August 20, 2025 ZAPCO hearing

5. Public Hearing: 1801 Basin Ledge: Discuss and make recommendations on proposed variances
 1. To allow for a septic tank to encroach 15 feet into the 25-foot side setback (Section 22.03.276 and 22.03.281 of the West Lake Hills Code of Ordinances), and
 2. For excavation and grading, greater than 18" in the building setback (Section 22.03.170 – Site Disturbance (Excavation, Grading, or Filling).

Applicant: James Gatlin, JAG Permits

Note: *Items 4 and 5 were discussed in a joint presentation. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 4 of the minutes.*

- a. **Action:** Item postponed by action on item 4

Item will be postponed to the August 20, 2025 ZAPCO hearing

6. Public Hearing: 105 Wood Trail: Discuss and make recommendations on proposed variances to the Texas Administrative Code Chapter 30, Chapter 285 adopted in Sections 18.03.064 and 18.03.065 and 22.03.281 of the West Lake Hills Code to allow:
 1. The placement of a structure within 5 feet of a septic facility (TAC 285.91(10); and
 2. The placement of a structure above a septic facility (TAC 285.34(e)(2) and TAC 285.39(c)).

Applicant: Tanya Clement, Property Owner

Note: *Items 6, 7 and 8 were discussed in a joint presentation with separate votes reflecting the differences in variance criteria for Septic, Building, and Zoning-related variances. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 6 of the minutes. The separate actions are separated by agenda item.*

a. Staff Report:

- i. Director Bills describes the site and nature of variance requests for items 6, 7, and 8 including variances for construction over a septic tank, restricting access to a septic tank, construction greater than the maximum allowed by code within the ½ critical root zone of a protected

tree, and the removal and replacement of impervious cover greater than the maximum allowed by code.

b. Public Comments:

- i. John Barton: Property Owner
 - a. Describes the house and the homeowner's plans to expand the deck space.

c. Discussion:

- i. Commissioner Webber: Feels the use is reasonable
- ii. Commissioner Bartoletti: Asks for definition of "substantial property right"
 - 1. Director Bills explains that is a question more-appropriately directed to the City Attorney.
- iii. Commissioner Stewart expresses that he does not oppose the access variance as long as the homeowners understand they are assuming the risk of having to remove the deck for major repairs.

d. Action:

- i. Commissioner Webber moves that the septic variances be forwarded to the City Council with a motion of approval, based upon the criteria for a Chapter 18 variance and that the proposed use is reasonable for the site
 - 1. Commissioner Bartoletti Seconds
 - 2. Motion carries unanimously (3-0)

The recommendation will be forwarded for consideration to the August 13 City Council Meeting

7. Public Hearing: 105 Wood Trail: Discuss and make recommendations on proposed variances to City of Austin Environmental Criteria Manual 3.5.2 as adopted by reference in Section 22.03.305(b) of the West Lake Hills Code to allow:
- 1. For encroachment of greater than 50% of the critical root zone of a tree; and
 - 2. For grading greater than 4 inches within the 50% critical root zone of a tree.

Applicant: Tanya Clement, Property Owner.

Note: Items 6, 7 and 8 were discussed in a joint presentation with separate votes reflecting the differences in variance criteria for Septic, Building, and Zoning-related variances. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 6 of the minutes. The separate actions are separated by agenda item.

a. Action:

- i. Commissioner Stewart moves that the tree variances be forwarded to the City Council with a motion of approval based on the requests not violating the intent of Chapter 22 of the Code of ordinances or the comprehensive plan, and that the variances would not have an adverse impact on neighboring properties or the enjoyment thereof
 1. Commissioner Bartoletti Seconds
 2. Motion carries unanimously (3-0)

The recommendation will be forwarded for consideration to the August 13 City Council Meeting

8. Public Hearing: 105 Wood Trail: Discuss and make recommendations on a proposed variance to Section 22.03.278 and 22.03.281 to allow:
 1. The removal and replacement of impervious cover up to the existing non-conforming amount of 28.5% where 25% is the maximum.

Applicant: Tanya Clement, Property Owner.

Note: Items 6, 7 and 8 were discussed in a joint presentation with separate votes reflecting the differences in variance criteria for Septic, Building, and Zoning-related variances. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 6 of the minutes. The separate actions are separated by agenda item.

a. Action:

- i. Commissioner Bartoletti moves that the impervious cover variance be forwarded to the Board of Adjustment with a motion of approval based on the request being consistent with the intent of the code and comprehensive plan, that the variances will not have an adverse effect on neighboring properties, and that the variances will satisfy the interpretive criteria for ZAPCO analysis.
 1. Commissioner Stewart Seconds
 2. Motion carries unanimously (3-0)

The recommendation will be forwarded for consideration to the August 13 Board of Adjustment Meeting

9. **Adjournment** – Vice Chair Jim Pledger

1. Chair Mesel adjourns the meeting at 7:57 pm

APPROVED:

Robert Meisel, Chair

ATTEST:

Joel Sherrouse, Development Coordinator

These minutes were approved on _____, 2025.

Exhibit A

105 Wood Trail – Tree Critical Root Zone, Impervious Cover, and OSSF

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.

Due to the existing placement of a pool in the site plan, the available outdoor space in close proximity to the home is limited. In addition, upstairs rooms are limited to one point of egress through a narrow hallway. We are seeking to replace an existing flagstone patio with a wood deck in order to expand the existing outdoor, usable space for dining and entertaining. We are also seeking to expand an upstairs balcony so that we can create a point of access/exit from the upstairs bedroom above the garage. Residents can use the new door and balcony to cross the existing balcony and to exit via the home's existing central staircase. To achieve these goals, we are requesting variances to codes in reference to building around an existing oak tree and septic tanks. We will take measures to ensure the tree remains healthy and that the tanks are accessible (as further described below).

The hardships that would result if we are unable to do this project are:

Safety: A large bedroom in our home is located at the end of a long hallway. By creating an expansion to our upper balcony, we will create another point of access/exit upstairs from that back bedroom, and we would be providing another safe way to exit through the house in case of a fire. In addition, the site where we propose to build is a portion of our yard that is currently unusable due to a combination of natural and structural challenges. The area is heavily shaded by mature tree coverage, which prevents grass from growing and leaves the ground uneven and bare. The surface is difficult to walk on safely, and outdoor furniture cannot sit level, making the space uncomfortable and impractical for any meaningful use. Additionally, accessing this part of the yard requires descending a set of stairs, further discouraging regular use.

Home Value and Enjoyment: The shallow patio area next to the house limits our ability to use the outdoor space for dining and entertainment. The limited patio space makes the house significantly less desirable than the typical home of similar size for a family of five in West Lake Hills these days. Constructing a deck over this area would transform it into a functional, level, and safe outdoor living/dining/cooking space. Beyond general usability, it would significantly improve accessibility and safety as we plan for the long-term use of our home. Our hope is to live in this house for many more years and creating a smooth, stable surface would support our ability to age in place without the need to navigate uneven terrain or stairs, which may pose increased risks over time.

2) The property contains pre-existing, non-conforming built conditions in the backyard that we feel, creates a hardship. The survey and site plan indicate that the swimming pool and surrounding pool deck fully encroach into the rear 30' setback. The new addition can be built in the allowable buildable area, however an egress deck needs to be provided to connect to the existing deck by the pool, and provide a stair to natural grade.

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

There will be no disruption or destruction of terrain. We believe this is the case for several reasons:

We are going to comply with all regulations (including the restriction on digging at all within the 25% Critical Root Zone). Our variance applies only to the restrictions on covering 50% of the Critical Root Zone. We plan to build around the tree and leave ample room for it to grow.

We hired an arborist to provide an assessment of the project's impact. His assessment was that the trees roots have already grown far into the yard and that the project will not have any impact on the health of the tree. Please see the letter we have enclosed with his assessment.

There are already AC units, a jacuzzi and a flag stone patio where we are planning to build the deck that have had no impact on the tree. The deck we are building will be permeable and continue to allow water to the ground.

There appear to be well over 100 trees in West Lake Hills with similar configurations. Please see the pictures we've attached – for example at Hat Creek Burgers there are several trees that are thriving despite a large part of the critical root zone being covered. This appears to be a common building practice in West Lake Hills.

Although the arborist did not feel it was necessary, he proposed a supplementary health program that we plan to follow that will further increase the health of the tree (likely making it more healthy than it currently is). The plan involves (i) the injection of hydraulic deep root fertilizer into the soil within the entire available root zone before and after the construction process; and (ii) a systemic injection using an insecticide and fungicide to help suppress insect and fungal issues for 18-24 months.

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

Given the pool's and the tree's positions on the site plan, it is not possible to build a usable space next to the house without some coverage over more than 50% of the critical root

zone of the tree. We have revised our plan to comply with the CRZ code in several respects. We are planning to cantilever the new deck over the critical root zone. We will not dig within 25% of the critical root zone and where we dig within 50% of the critical root zone, it will not be more than 5" deep. The coverage will be permeable and continue to allow water to the ground.

An estimate we received for moving the septic tanks is \$25,000. A septic engineer (whose letter we are including) supports our plan and confirms that it meets the intent of the code requirements without a costly and disruptive (to the trees and other flora) septic relocation. Given this opinion and the fact that moving the tanks might encroach on the oak tree and other fauna, we do not think that moving the septic tanks is suitable. We have revised our plan so that the proposed deck is cantilevered over the one storage tank. We are including a hatch in the deck for pumping and in the unlikely event we need to replace the underground storage tank.

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

An earlier version of the plan had a larger deck and more surface / walkway type improvements over the CRZ. In the current plan, we have reduced the sizing to further protect the tree's access to water and to ensure there is adequate access to the septic system.

With our request for an Existing Non-Conformance Impervious Cover Variance, we have no way of knowing what level of coverage was formally approved by the City of Westlake through the previous homeowner. We request the variance to honor the existing IC plus the improvements IC with the understanding there will be no change to the current 28.5%. We plan to remove an existing stone patio and part of an existing stone walkway to equal 28.5% to match existing conditions.

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

Our planned improvement will not impact the oak tree or any other flora or fauna and will not have any negative impact on future homeowners. In fact, the additional measures we plan to take will likely improve the health of the tree and will leave plenty of room for the tree to continue to grow. The septic system will continue to be accessible for pumping and in the unlikely event we need to access the storage tank for repairs via a hatch. Please see the attached letter from a septic engineer describing why the design is consistent with the intent of the code.

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

The variance will not have any negative impact on our neighbors. We are replacing an existing patio with a new deck. It is not visible to our neighbors. If anything this development will benefit our neighbors as it will be an improvement on our property and helps everyone on this street with increasing the property value. Neighbors will also enjoy the new space when they come over to visit and enjoy the backyard. Please see the attached letter from the neighbor across the street.

105 Wood Trail

5. Discuss and consider action on a recommendation from ZAPCO on proposed variances to the Texas Administrative Code Chapter 30, Chapter 285 adopted in Sections 18.03.064 and 18.03.065 and 22.03.281 of the West Lake Hills Code to allow:
- The placement of a structure within 5 feet of a septic facility (TAC 285.91(10); and
 - The placement of a structure above a septic facility (TAC 285.34(e)(2) and TAC 285.39(c)).

Applicant: Tanya Clement, Property Owner.

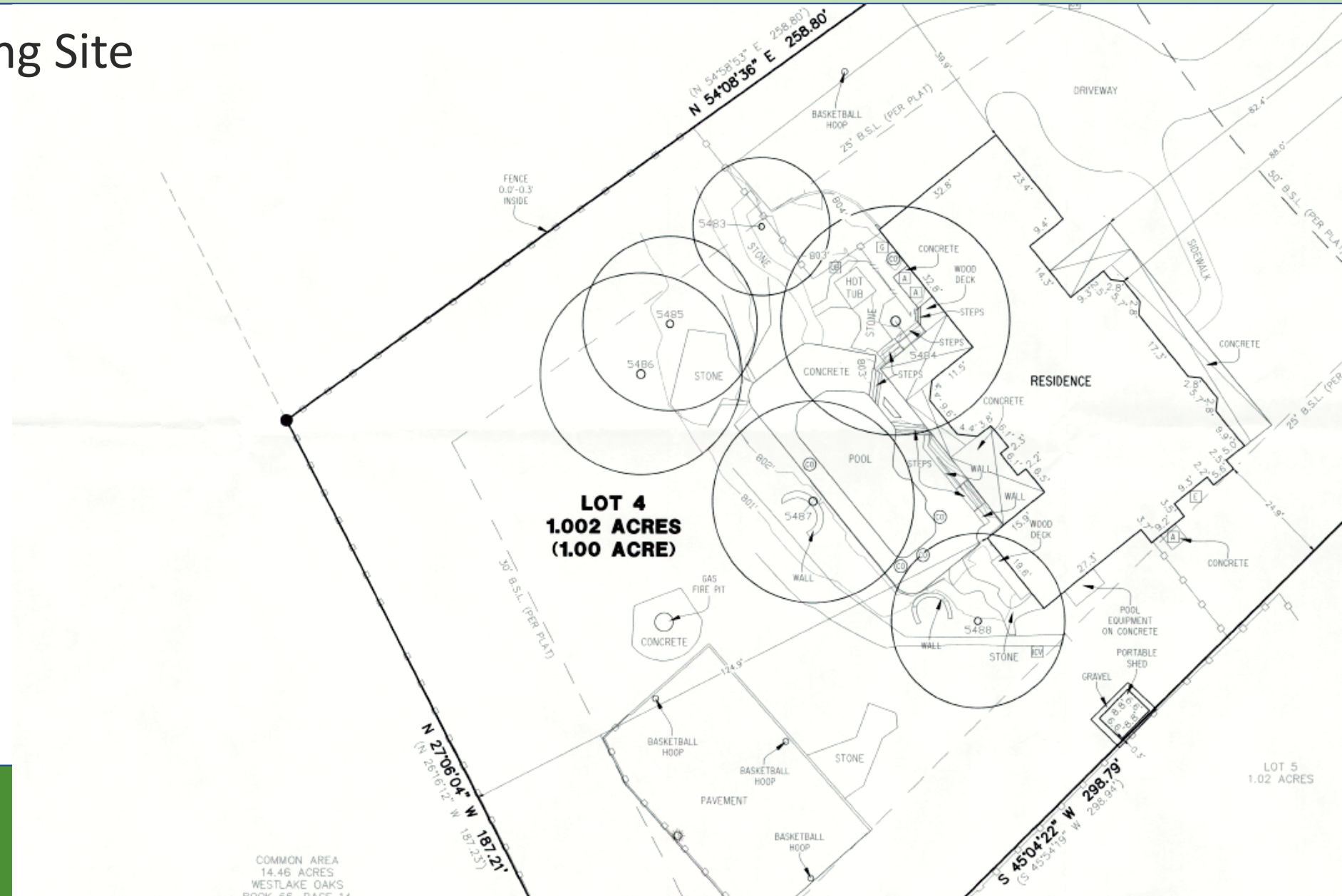


105 Wood Trail

- Existing house was built with a pool and sport court in 1994.
- The applicant is proposing to expand the two-story back deck over the existing septic system tank and existing tree critical root zone.



- Existing Site



105 Wood Trail

Chapter 18 – OSSF Clearance Requirements

Code Requirements

- West Lake Hills Chapter 18

The rules, title 30 Texas Administrative Code (TAC) chapter 30, subchapters A and G and title 30 TAC chapter 285, promulgated by the state commission on environmental quality (TCEQ) for OSSFs are hereby adopted, and all officials and employees of the city, having duties under said rules are authorized to perform such duties as are required of them under said rules.

- Texas Administrative Code Section 285.34 (e)(2)

(2) Location. Holding tanks shall be installed in an area **readily accessible** to a pump truck under all weather conditions, and at a location that meets the minimum distance requirements in §285.91(10) of this title (relating to Tables).

(10) Table X. Minimum Required Separation Distances for On-Site Sewage Facilities.

FROM	TO					
	Tanks	Soil Absorption Systems, & Unlined ET Beds	Lined Evapotranspiration Beds	Sewer Pipe With Watertight Joints	Surface Application (Edge of Spray Area)	Drip Irrigation
Foundations, Buildings, Surface Improvements, Property Lines, Swimming Pools and Other Structures	5	5	5	5 Pipe may run beneath driveways and sidewalks or up to surface improvements	No Separation Distances Except Property lines – 20 ⁶ Swimming	No Separation Distances Except ⁴ : Property Lines - 5

105 Wood Trail

Chapter 18 – OSSF Clearance Requirements (cont.)

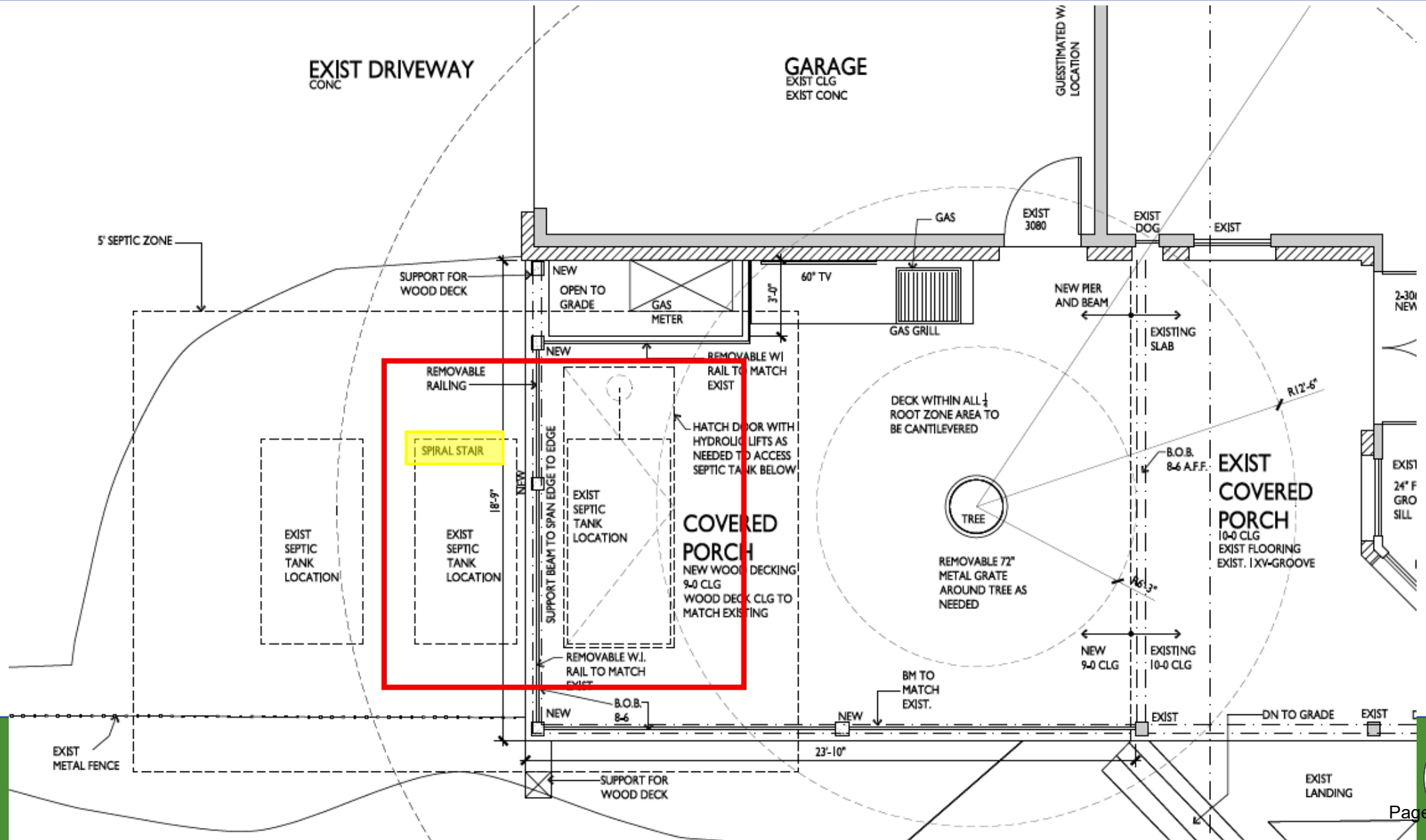
Code Requirements

- Texas Administrative Code Section 285.39
(c) Owners shall not allow driveways, storage buildings, or other structures to be constructed over the treatment or disposal systems.

Request

Build the deck and staircase over the existing OSSF tanks.

105 Wood Trail



105 Wood Trail

Public Comment:

As of the date of the report, one comment in support was received with the application.

Designated Representative Review

SafeBuilt serves as the City's Designated Representative to TCEQ. They have provided a letter with a recommendation of denial based on the following:

- The tank is no longer accessible for maintenance or repairs;
- The weight of the deck and activity can exert pressure on the tank, potentially causing damage, leaks, or collapse.



105 Wood Trail

TCEQ Variances

Requests for variances from provisions of this chapter may be considered by the appropriate permitting authority on a case-by-case basis.

(1) A variance may be granted if the owner, or a professional sanitarian or professional engineer representing the owner, demonstrates to the satisfaction of the permitting authority that conditions are such that equivalent or greater protection of the public health and the environment can be provided by alternate means. **Variances for separation distances shall not be granted unless the provisions of this chapter cannot be met.**

(2) Any request for a variance under this subsection must contain planning materials prepared by either a professional sanitarian or a professional engineer (with appropriate seal, date, and signature). This item will be forwarded to the August 13, 2025 City Council meeting for consideration.

105 Wood Trail

Chapter 18 – OSSF Variance

Discuss and make a recommendation to the City Council including an analysis of whether:

- i. There are special circumstances or conditions affecting the property involved, such that the strict application of the requirements of this division would **deprive the applicant of the reasonable use of his property**;
- ii. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
- iii. The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area;
- iv. The granting of the variance will not have the effect of preventing the orderly development of other properties in accordance with the requirements of this division; and
- v. Alternative methods to the installation or modification of the facility would not be suitable.



105 Wood Trail

This item was reviewed by the Zoning and Planning Commission on July 16, 2025 and was recommended for approved by a vote of 3-0 on the following basis that the criteria for a Chapter 18 variance and that the proposed use is reasonable for the site.



105 Wood Trail

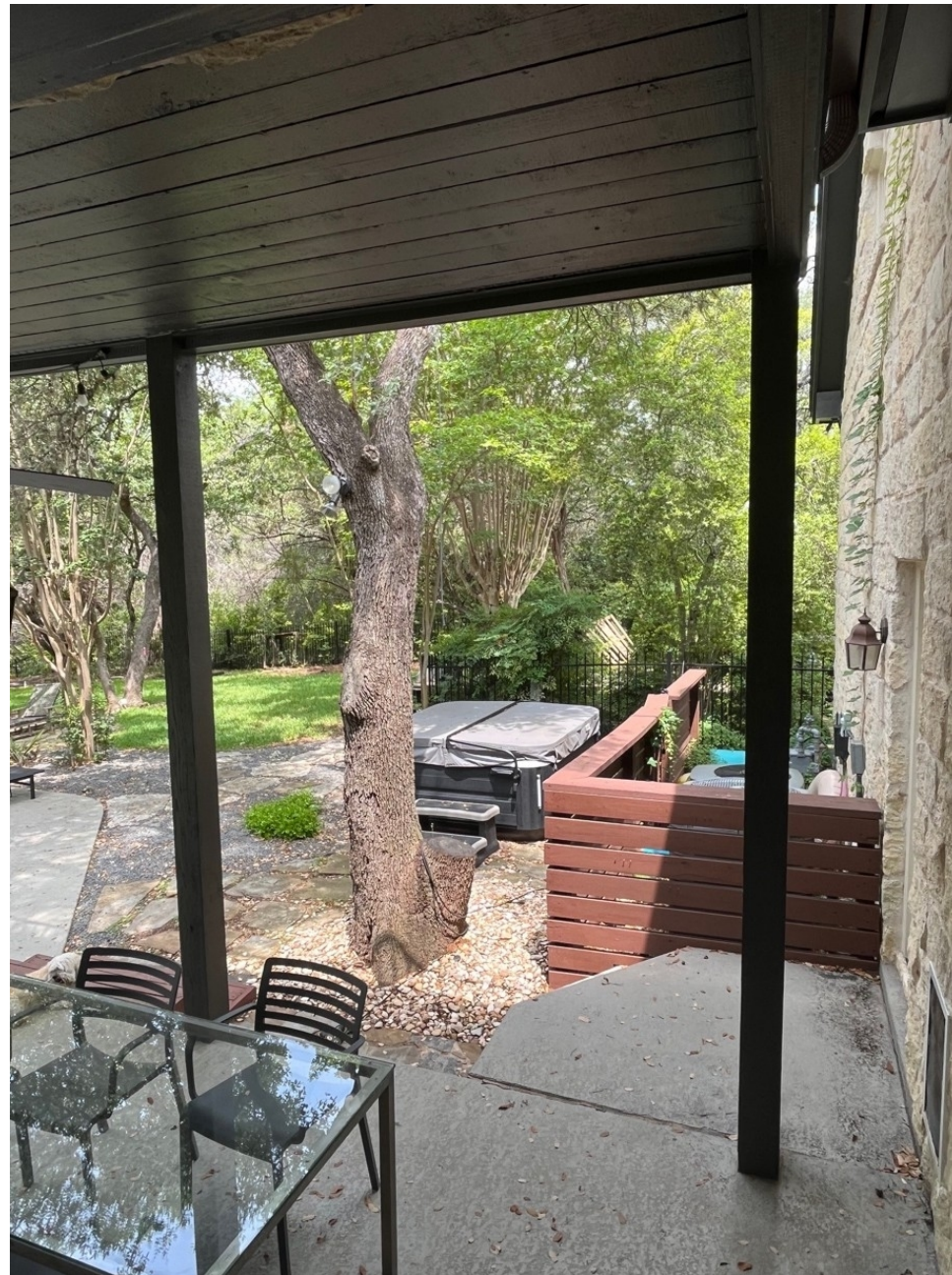
Applicant's Presentation



105 Wood Trail Existing Space













Just Trees
PO Box 4005
Austin, TX 78765
(512) 467-8733

April 28, 2025

John Barton
105 Wood Trail
Austin, TX 78746

RE: Large Live Oak in back.

I was asked to examine the large Live Oak in back near the house on April 28, 2025. The tree seems to be in good condition considering its location to the house and pool. The canopy has little to no deadwood, shoot elongation a constant indication of the tree health is 1-2" currently which is very good. The root collar of the tree at the base is good, not buried and showing no signs of decay.

I do not think building the deck the homeowners are proposing to build will adversely impact the tree for several reasons:

1. The house was built 30 years ago very close to the tree. In this time, the root system of the tree has had to adapt and grow far into the backyard well beyond the critical root zone.
2. For this reason, the critical root zone calculation does not provide an accurate picture of where the tree roots are getting water. Even with the proposed deck, over 50% of the tree's actual roots should remain uncovered.

3. The proposed deck area is already covered by 2 large AC units, an 8x8 hot tub, paver stones and gravel. The incremental coverage from the proposed deck is small relative to where the tree's actual roots have extended.
4. Although not necessary to maintain the health of the tree, I have prepared an additional tree care plan to further supplement the health of the tree. The plan involves (i) the injection of hydraulic deep root fertilizer into the soil within the entire available root zone before and after the construction process; and (ii) a systemic injection using an insecticide and fungicide to help suppress insect and fungal issues for 18-24 months.

Regards,

Chris Poth
ISA Certified Arborist #TX-3198
Oak Wilt Certification TOWIS#0091

POLVADO ENGINEERING SERVICES, LLC

9609 Saugus Lane, Austin, Texas 78733
O-(512) 584-8734 C-(512) 775-3839
www.polvado-engineering.com TBPE Firm #: F-1494

May 21, 2025

Members of the Zoning and Planning Commission
City of West Lake Hills
West Lake Hills, Texas 78746

Re: Variance Request for 105 Wood Trail, West Lake Hills, Texas 78746

Dear Sir:

On Wednesday, May 14, 2025, I met with Boone Lawrence of Boone Lawrence Construction LLC at the above referenced address in order to provide a job site assessment of the desire to install an exterior deck at the back right side of this house. The issue of concern and the reason for this Variance Request is that the Proposed New Deck will be installed over one of the three septic tanks being utilized for the treatment of the sewage from this house.

According to On-Site Sewage Facilities, Title 30, TAC Chapter 285, Table X. Minimum Required Separation Distances for On-Site Sewage Facilities, specifically, Tanks must maintain a 5 foot separation from Foundations, Buildings, Surface Improvements, Property Lines, Swimming Pools and Other Structures.

The structural elements used to support this new deck should not be an issue to maintaining the 5 foot setback. However, this new deck will be positioned directly over one of these existing tanks. There will be an air gap above this existing tank of about 1 foot. Also, this new deck will have a Hatch Door positioned directly above this tank which will provide access for maintenance purposes.

Please note, this On-Site Sewage Facility ("OSSF") is for a seven (7) bedroom 4716 square foot house. The design is using 2 x 1250 gallons tanks tied together equaling 2500 gallons of sewage treatment. (One of which is the tank in question.) Also, a 750 gallon tank which pumps the effluent to a 3370 square foot drain field all installed in 1994. The only required maintenance for this particular OSSF Concrete Septic Tank is the pumping and cleaning every 5-7 years which will easily be accomplished through the Hatch Door.

The other area of concern is the structural failure of this Concrete Septic Tank and the need for it to be replaced. In my Professional Opinion, this is highly unlikely. Central Texas is not prone to Earthquakes. There will be no Vehicular Traffic nearby. The surrounding soils will not caustically affect the concrete tank from the exterior neither will the residential influent that flows into this tank affect the interior.

Page 2,

Re: Variance Request for 105 Wood Trail, West Lake Hills, Texas 78746

Needless to say, the Owners of this house are fully aware of these issues and if the tank needs to be replaced, they are willing to take that risk and be solely financially responsible for that issue if it arises. Therefore, a Variance is requested to install this exterior deck above this existing Concrete Septic Tank.

If you need any clarifications, explanations or have any questions concerning this request, please do not hesitate to contact me.

Sincerely,

R. Stewart Polvado
5/21/25



R. Stewart Polvado P.E.
Polvado Engineering Services



City of West Lake Hills

City Council

AGENDA REPORT

Meeting Date:	August 13, 2025	Item Number:	5
	Building & Development		
Department:	Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

105 Wood Trail: Discuss and consider action on proposed variances to City of Austin Environmental Criteria Manual 3.5.2 as adopted by reference in Section 22.03.305(b) of the West Lake Hills Code to allow:

1. For encroachment of greater than 50% of the critical root zone of a tree and
2. For grading greater than 4 inches within the 50% critical root zone of a tree.

Applicant: Tanya Clement, Property Owner

Recommendation

Discuss and make a recommendation to the City Council including an analysis of whether:

1. The variance may violate the intent of this chapter or the goals of the city's comprehensive plan.
2. The variance may have an adverse effect on neighborhood properties or interfere with the respective owners' enjoyment thereof.

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.

This item was reviewed by the Zoning and Planning Commission on July 16, 2025, and was recommended for approval by a vote of 3-0 based on the requests not violating the intent of Chapter 22 of the Code of ordinances or the comprehensive plan, and that the variances would not have an adverse impact on neighboring properties or the enjoyment thereof (Attachment 8).

Discussion

Property Information, Zoning & Site Characteristics:

Owner: John barton and Tanya Clement

Legal Description: Wood Trail Estates, Lot 4

Lot Size: 1 acre

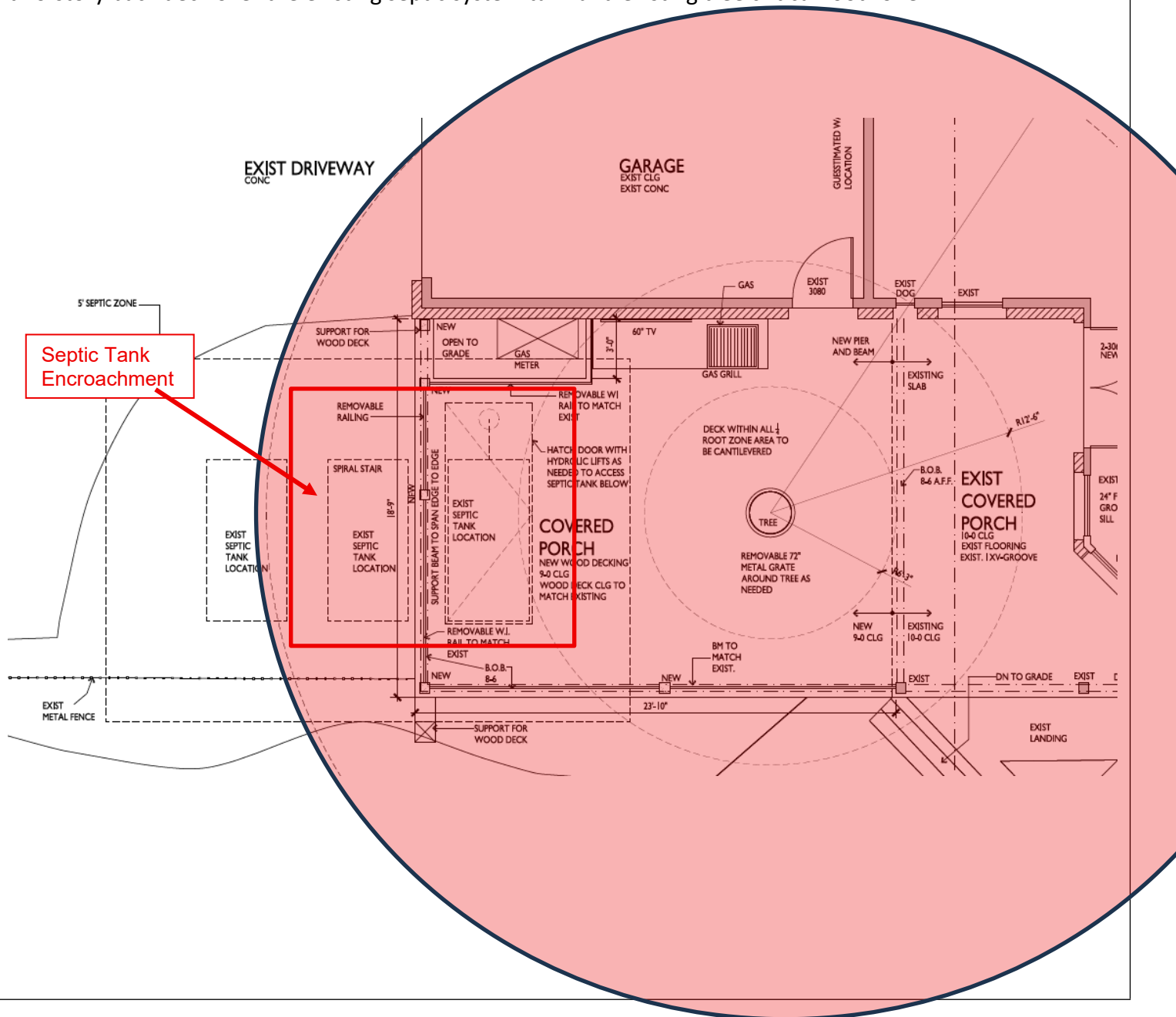
Zoning: R-1 One Family

Wastewater: On-site Sewage Facility (Septic)

The properties surrounding the subject property are zoned R-1, One Family Residential and West Lake Hills ETJ.

Background:

There is an existing house with a pool and sport court, built in 1994. The applicant is proposing to expand the two-story back deck over the existing septic system tank and existing tree critical root zone.



There are two additional variances for Item 6 on the Board of Adjustment agenda for impervious cover and Item 5 on the City Council agenda for OSSF separation for consideration on August 13, 2025.

Analysis:

Encroachment into the tree critical root zone (CRZ)

Code Requirements

- Section 3.5.2 (A) Tree and Natural Area Preservation – Austin Environmental Criteria Manual – adopted by reference Section 22.03.305(b) West Lake Hills Code of Ordinances

Most trees can tolerate some Critical Root Zone impacts. Impacts may be allowed as long as the following Preservation Criteria are met:

- a. At least fifty percent of the total area (square footage) of the Critical Root Zone must be preserved at natural grade, with natural ground cover.
- b. The entirety of the Half CRZ must be protected, with the exception that cut or fill of four inches or less is allowed within the Half CRZ.
- c. No cut or fill is allowed within the Quarter CRZ.

Request

The proposed location of the new two-level deck will cover the ½ CRZ of the tree, with supports for the deck cut into the ½ CRZ more than 4 inches deep.

Public Comment:

As of the date of the report, one comment in support was received with the application (Attachment 7).

Variance Criteria Review:

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

- (a) 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.
- (b) 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:

- Findings. The applicant has established by competent evidence that:
 - The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.
 - There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.

- There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.
- The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.
- ZAPCO. The recommendation of zoning and planning commission shall include an analysis of whether:
 - The variance may violate the intent of this chapter or the goals of the city’s comprehensive plan; and
 - The variance may have an adverse effect on neighborhood properties, or interfere with the respective owners’ enjoyment thereof; and
 - 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.
- 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.

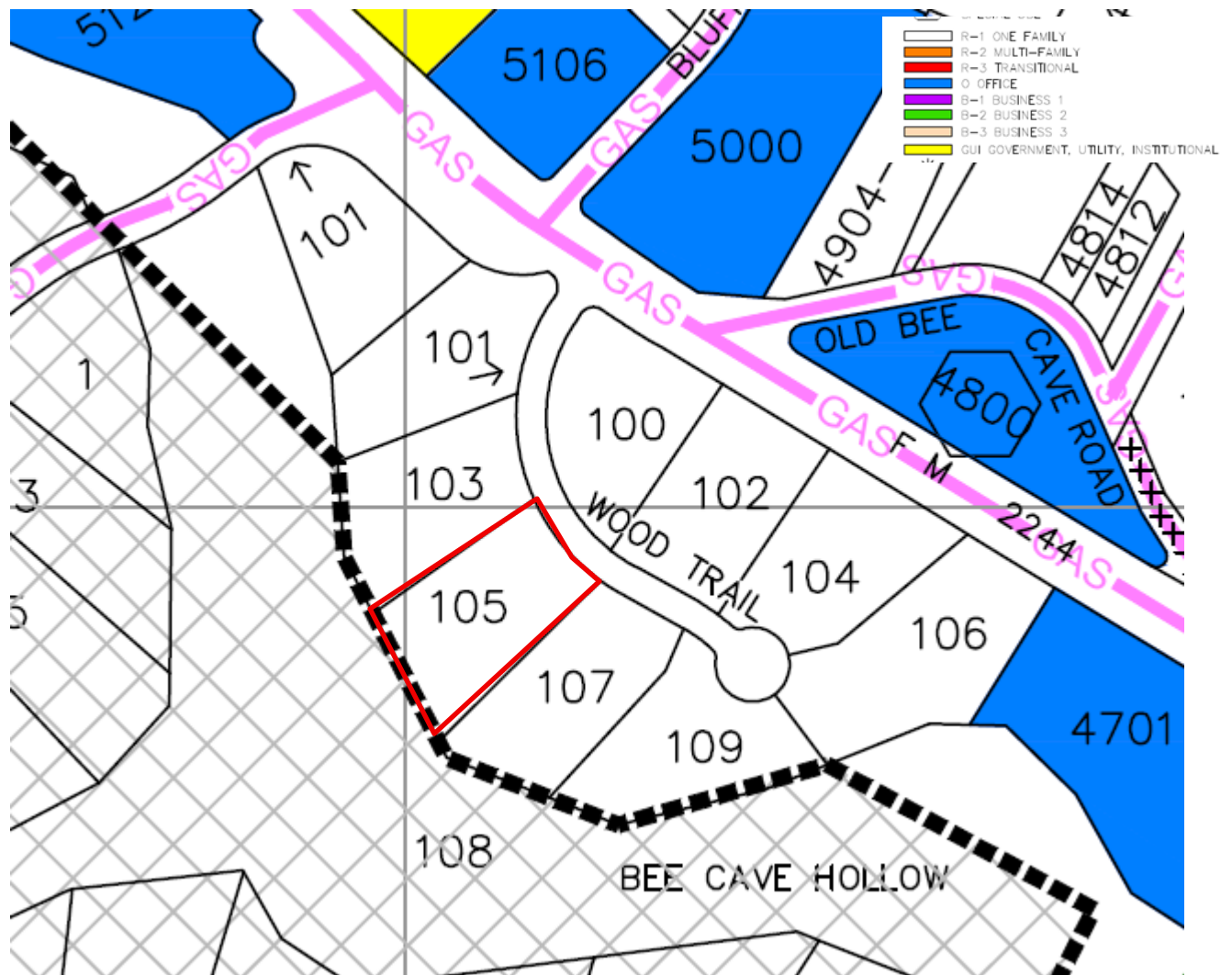
Comprehensive Planning Analysis

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

Links to Relevant Code:

- [Section 22.03.304. Tree and vegetation removal and replacement.](#)
- [Section 22.03.511 Procedure and notice \(for variance\).](#)
- [Section 22.03.514 Criteria and process required for granting a variance.](#)

Zoning:



Aerial:





June 12, 2025

Zoning & Planning Commission
City of West Lake Hills

Dear Chairperson Meisel,

We are writing to respectfully request five variances to the city code related to three elements of a proposed improvement project at our home:

- the limitations on building with existing non-conformance impervious cover [**IC 22.03.281**]
- the restriction on building over more than 50% of the critical root zone of an existing oak tree [**Section 22.03.305 (b) and City of Austin Environmental Criteria Manual 3.5.2 (A)**], and
- constraints on covering a portion of a septic tank [**TAC Chapter 285.34 (e) (2) and 285.39 (c)**].

Our project involves replacing an existing flagstone patio with a wooden deck and expanding a small upstairs balcony at the rear of the house. As part of this plan, we would be building around an existing oak tree and above a portion of a septic storage tank. We have worked carefully to design a plan that incorporates and preserves the oak tree and ensures the septic system remains accessible for any future maintenance that may be required.

I. Impervious Cover Request

We would like to request an Existing Non-Conformance Impervious Cover Variance. We have no way of knowing what level of coverage was formally approved by the City



of Westlake through the previous homeowner. We request the variance to honor the existing IC plus the improvements IC with the understanding there will be no change to the current 28.5%. We plan to remove an existing stone patio and part of an existing stone walkway to equal 28.5% to match existing conditions.

II. Tree Variance Request

We understand and respect the importance of protecting our city's oak trees and have taken significant steps to ensure this tree remains healthy. We engaged a certified arborist to evaluate the site and project plans. He determined that the project will not adversely affect the tree's health. Additionally, although not required, we are implementing a supplemental tree health program that includes deep root fertilization and preventive treatment for pests and disease.

Our proposed design avoids all digging within 25% of the Critical Root Zone (CRZ), and the minimal excavation required within the 50% CRZ will be limited to 5 inches in depth in compliance with the code. While our plan includes coverage over more than 50% of the CRZ, the structure will be permeable and cantilevered in several areas to allow water and air flow, supporting the tree's long-term vitality. The arborist has advised that because of the tree's proximity to the house, the roots have grown well into the backyard where they have ample access to water. Notably, the existing porch and features like AC units, a jacuzzi, and the current flagstone patio have had no apparent adverse effect on the tree.

We have also included documentation and photographs demonstrating that similar approaches are common throughout the city, including public and commercial properties where trees thrive under similar conditions.



III. Septic Variance Request

Our plans have been revised to address concerns regarding the septic system. The new deck will be cantilevered over one of the storage tanks. A hatch will be incorporated

into the design to provide access for tank replacement and routine pumping. An estimate for moving the three tanks costs \$25,0000. A septic engineer has written a letter confirming that our design is consistent with the underlying intent of the code – which is to ensure septic systems remain unobstructed for continued operation and maintenance. Given this opinion and the fact that moving the tanks might encroach on the oak tree and other fauna, we do not think that moving the septic tanks is suitable.

IV. Justification for the Variances

We believe the variances we are requesting are reasonable and will have no impact on the health of our oak tree or the accessibility of the septic system. On the other hand, the development will significantly increase the safety and enjoyment of our home.

The proposed expansion of the upstairs balcony will significantly enhance the safety and usability of our home. The upstairs bedroom above the garage is located at the far end of a long, narrow hallway. The windows in this room are too high off the ground to serve as emergency exits. Our plan includes extending the existing balcony to reach this room and adding a door to provide direct access to the expanded balcony. This would create an alternative exit route: in case of fire or emergency, a resident could leave the bedroom through the new balcony door, cross the extended balcony, and re-enter the home through the existing balcony door, thereby reaching the central staircase without having to rely on the narrow hallway. This added egress would improve safety for upstairs occupants.



There is a portion of our yard that is currently unusable due to a combination of natural and structural challenges. The area is heavily shaded by mature tree coverage, which prevents grass from growing and leaves the ground uneven and bare. The surface is difficult to walk on safely, and outdoor furniture cannot sit level, making the space uncomfortable and impractical for any meaningful use. Additionally, accessing this part of the yard requires descending a set of stairs, further discouraging regular use.

Constructing a deck over this area would transform it into a functional, level, and safe outdoor living/dining/cooking space. Beyond general usability, it would significantly improve accessibility and safety as we plan for the long-term use of our home. Our hope is to live in this house for many more years and creating a smooth, stable surface would support our ability to age in place without the need to navigate uneven terrain or stairs, which may pose increased risks over time.

Since the home was built in 1994, the space for the proposed building plan has served no functional or recreational purpose. We have owned the property since 2011, and for us, the area has always been unusable and visually unappealing as it sits directly outside the windows of the main indoor kitchen and eating area. Adding a deck would allow us to reclaim this neglected portion of our yard and convert it into a welcoming and accessible extension of our living space. We believe these conditions constitute a hardship, as they prevent us from fully enjoying and utilizing our property. The new deck would provide a safer, more functional area that aligns with current standards for comparable homes in West Lake Hills. We want to make this home a home where we can grow old and entertain our grandchildren.

We have worked hard to refine the plan to ensure that the proposed improvements are as modest as possible while still addressing the difficulties posed by the original design. The planned construction will not harm the natural surroundings or future use of the property and will not negatively impact any neighboring properties. In fact, we believe



this enhancement will improve property values on our street. We've included a letter of support from a neighbor to that effect.

We appreciate your time and consideration, and we welcome the opportunity to answer any questions you may have or provide additional information. Thank you for your service to our community and for reviewing our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tanya Clement", is written over a faint, circular, light blue watermark that contains the word "UNIVERSITY".

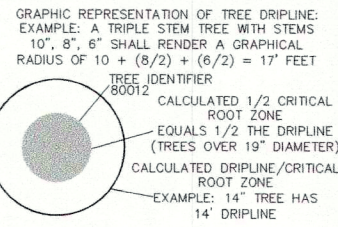
Dr. Tanya Clement
Professor, Department of English
The University of Texas at Austin

AS-BUILT, PARTIAL TREE AND PARTIAL TOPOGRAPHIC SURVEY

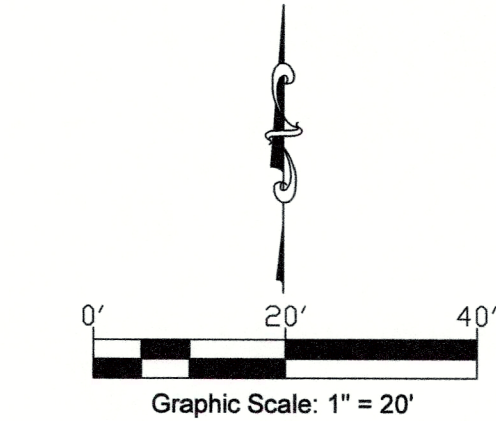
ATS Job #250123020s

Reference: Clement, Tonya Address: 105, Wood Trail, West Lake Hills, Texas
Lot 4, WOOD TRAIL ESTATES as recorded in Book 91, Page 313, Plat Records, Travis County, Texas.

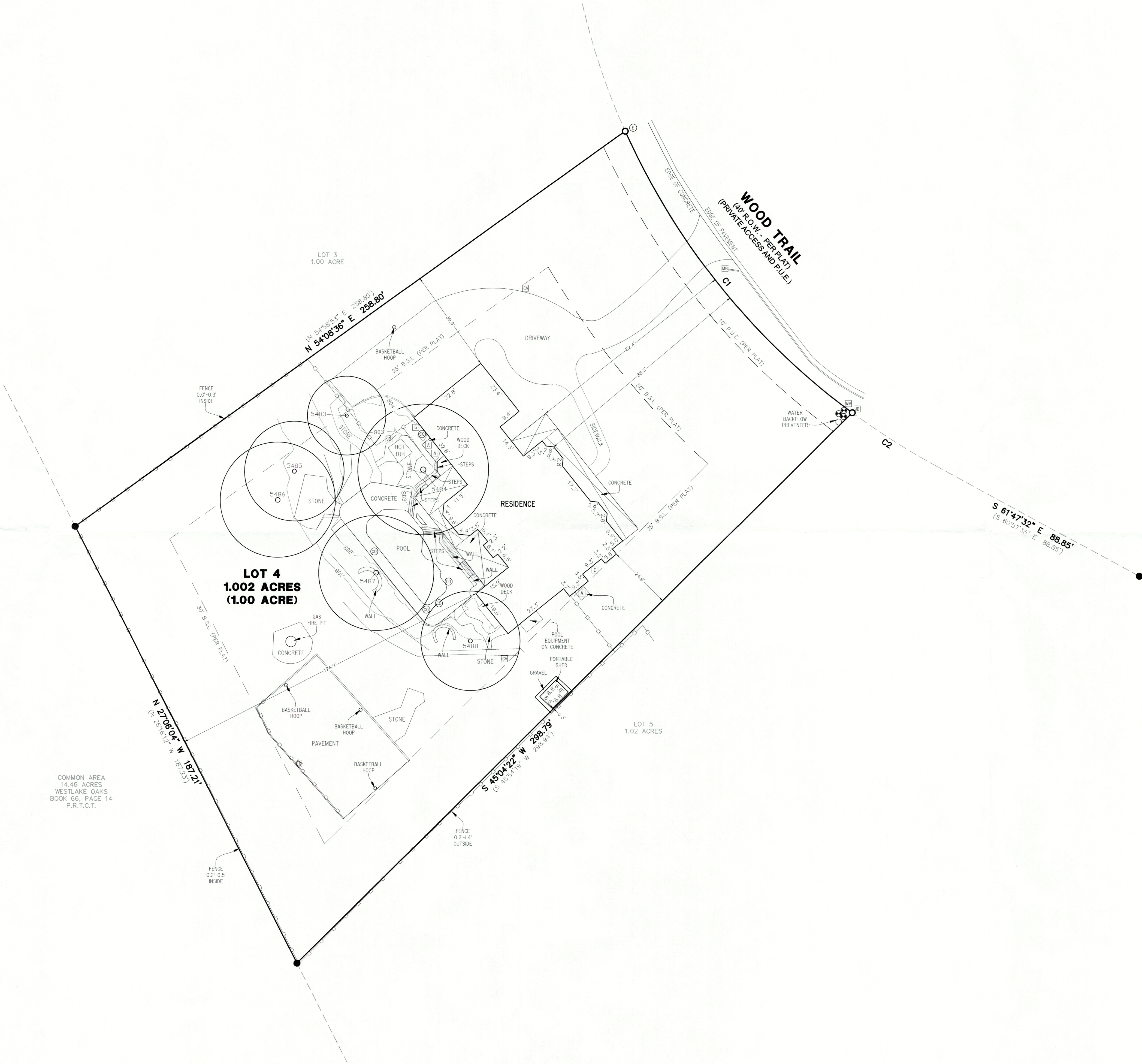
Tag	Trunk	Comment
5483	19	CREPE MYRTLE (6-6-6-6)
5484	25	LIVE OAK (19-11)
5485	19	LIVE OAK (15-8)
5486	22	LIVE OAK
5487	22	LIVE OAK
5488	19	LIVE OAK



- Notes:
- 1) Surveyor makes no expressed or implied warranties as to the fee ownership of the property shown.
 - 2) Directional control is based on the Texas State Plane Coordinate System, Central Zone (4203).
 - 3) Contours shown hereon were produced by an on the ground survey and are based on NAVD83.
 - 4) This survey was performed without the benefit of a title commitment, therefore, agreements, easements and restrictions may exist that are not shown hereon.



LEGEND	
●	1/2" IRON ROD FOUND (OR AS NOTED)
○	1/2" IRON ROD SET "ATS ENGINEERS"
△	AIR CONDITIONER
□	GAS METER
⊞	ELECTRIC METER
⊞	WASTEWATER CLEANOUT
⊞	WATER METER
⊞	WATER VALVE
⊞	IRRIGATION CONTROL VALVE
⊞	ELECTRIC JUNCTION BOX
⊞	LIGHT STANDARD
⊞	ELECTRIC MANHOLE
⊞	MAILBOX
---	BUILDING SETBACK
---	EASEMENT
---	JOINER LINE
---	METAL FENCE
---	WOOD FENCE
---	100' CONTOUR LINE
---	B.S.L. BUILDING SETBACK LINE
---	P.U.E. PUBLIC UTILITY EASEMENT
---	R.O.W. RIGHT OF WAY
---	COVERED AREA
---	P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
()	RECORD INFORMATION

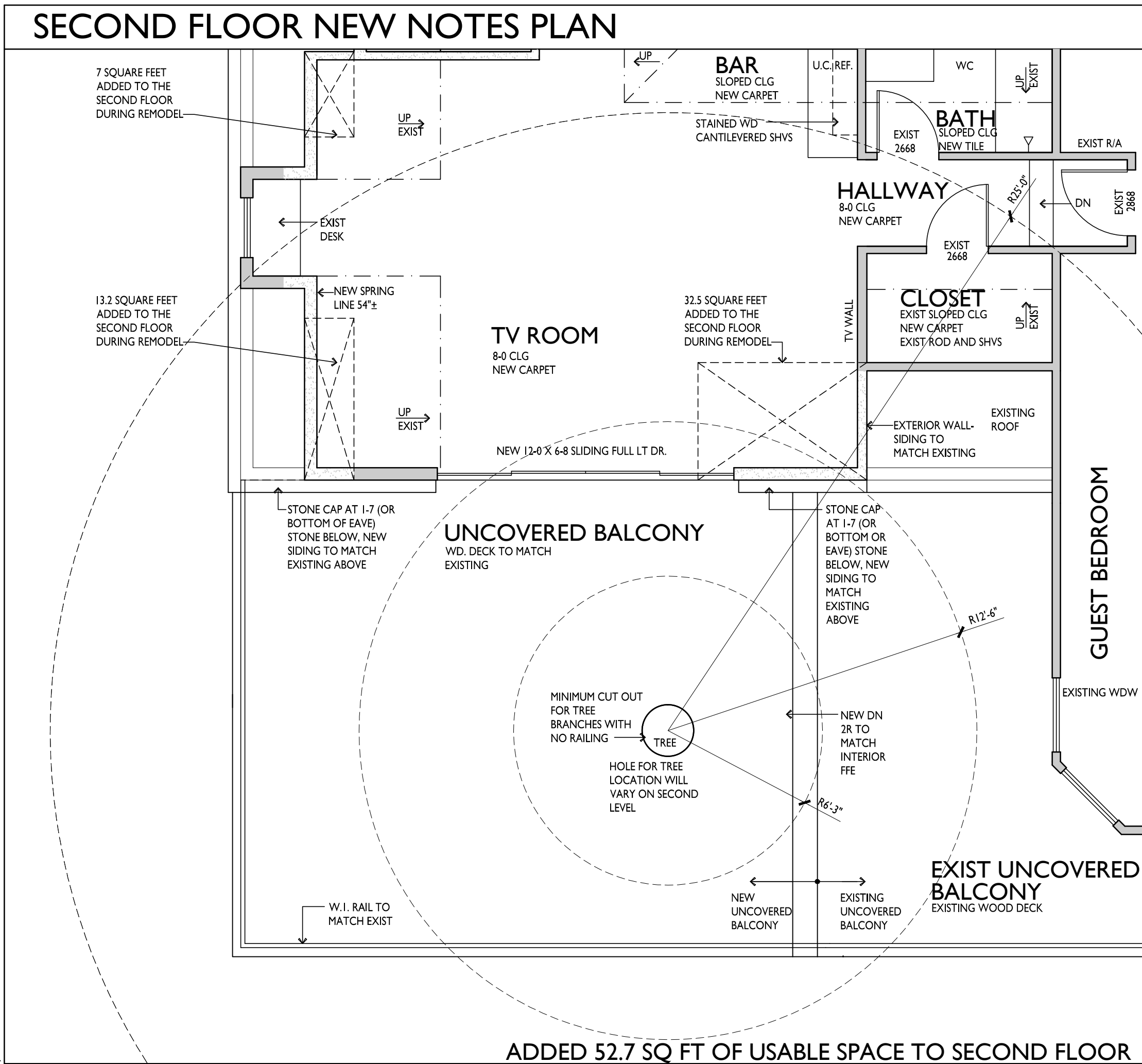
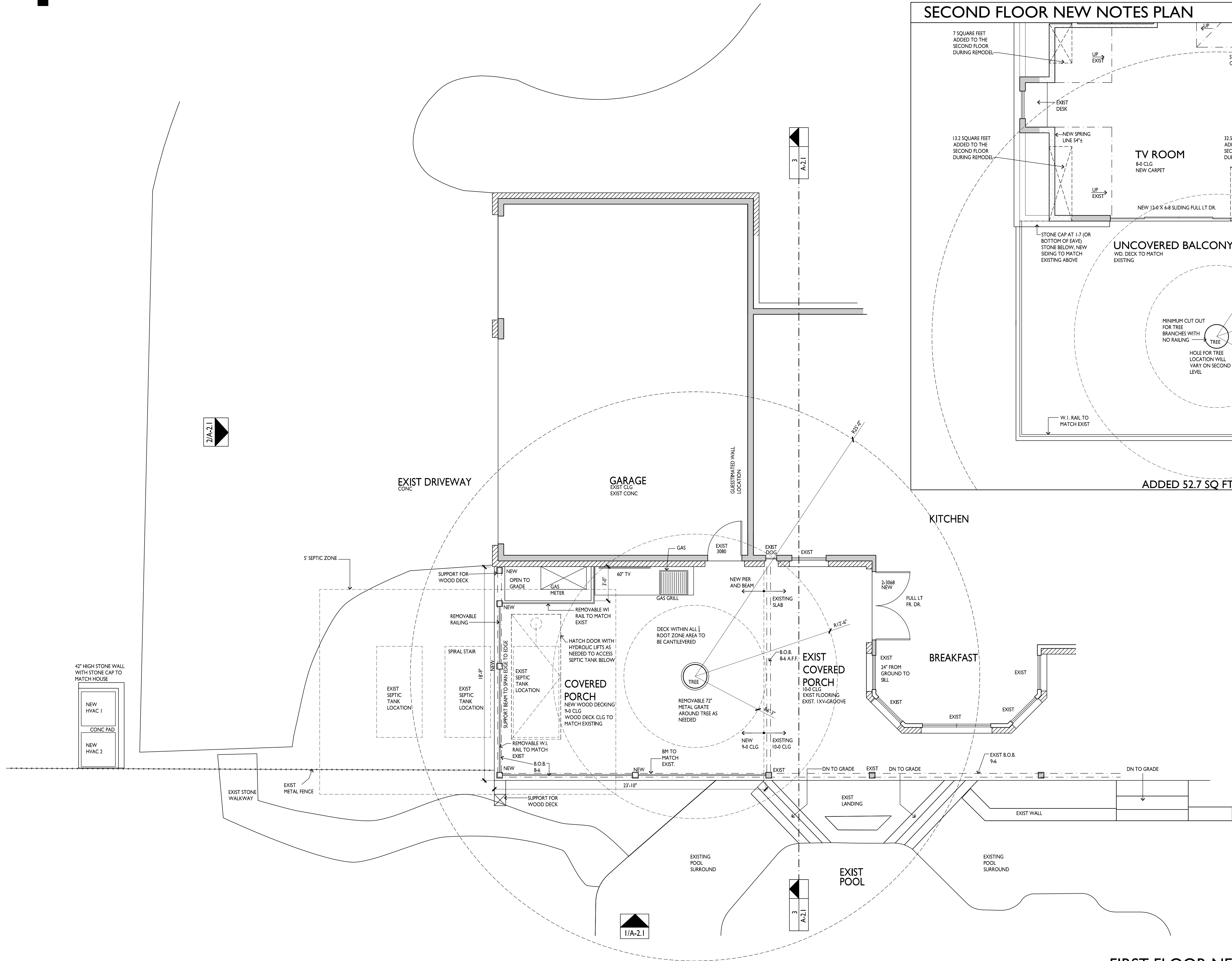


I, Colin Bromley, HEREBY CERTIFY that a survey was made on the ground of the property shown hereon; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown; that said property has access to and from a public roadway; and that this plat is an accurate representation of the property to the best of my knowledge.

Colin Bromley
Colin Bromley
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6955 - STATE OF TEXAS
Date: 02/06/25
Client: Clement, Tonya
Date of Field Work: 01/28/2025, 01/29/2025, 01/30/2025 & 02/06/2025
Field: RBonds & Malifaro
Tech: MLeonardo
Date Drawn: 02/04/2025 & 02/05/2025
Path: SERVER6\Surveying\Projects\BULK\STUVWXYZ\WoodTr1105\Production\Drawings\WoodTr1105-250123020s.dwg



Curve	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	139.70'	270.00'	S 39°04'25" E	138.14'
(C1)	139.70'	270.00'	(S 38°18'11" E)	(138.15')
C2	37.47'	270.00'	S 57°52'18" E	37.44'
(C2)	36.92'	270.00'	(S 57°02'34" E)	(36.89')



AREA CHART	
SECOND FLOOR REMODEL	437
TOTAL HEATED	437
FIRST FLOOR REMODEL OF PORCH/ADD DOOR	182
FIRST FLOOR COV PORCH ADDITION	460
SECOND FLOOR COV PORCH ADDITION	445
TOTAL REMODEL/ADDITION	1,524

LEGEND	
	EXISTING WALL
	REMOVE WALL
	NEW WALL

FIRST FLOOR NEW NOTES PLAN "A"



Copyright © 2025, Paula Ables Interiors, LLC



Paula Ables Interiors, LLC
3534 Bee Cave Road Ste. 212, Austin, Texas 78746
Phone: 512-458-4534
Email: paula@paulaablesinteriors.com

THE CLEMENT REMODEL
105 WOOD TRAIL
AUSTIN, TEXAS

FIRST FLOOR NEW
NOTES PLAN

REVISIONS

DATE
MARCH 3, 2025

AI.IN
OF

105 Wood Trail Existing Space



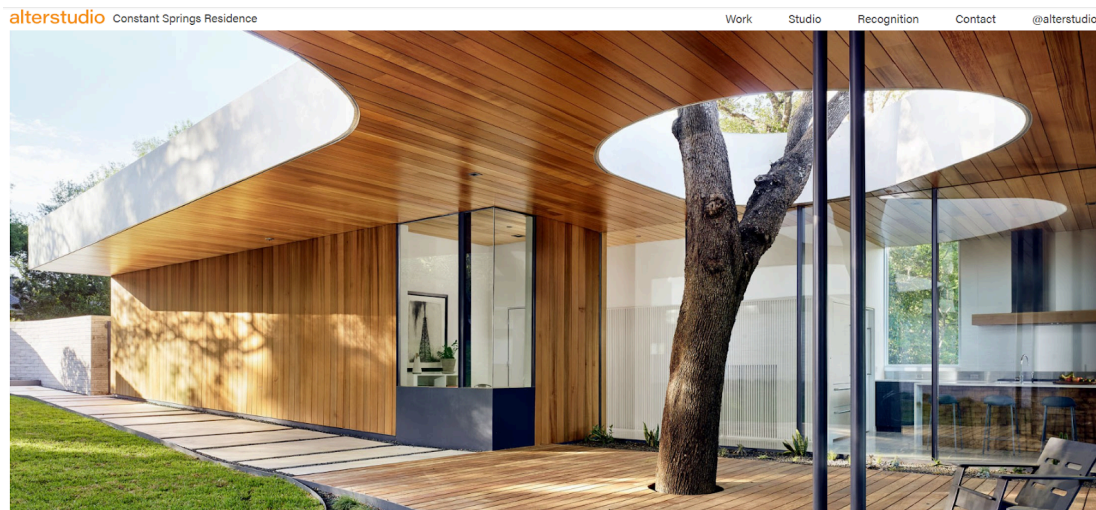




Why should the original plan be acceptable?

There is a precedent set in Westlake Hills, Rollingwood and Austin where building around a tree with a wooden deck is acceptable. Here are a few examples:

Examples of deck covering majority of CRZ and over 50% of the CSV in Rollingwood and Westlake Hills areas.



1103 Constant Springs Rd, Rollingwood, Texas



Bouldin Creek, Austin, Texas by Restructure Studio

Older home, but is a good example of tree coming through the deck and the ground not being disturbed.

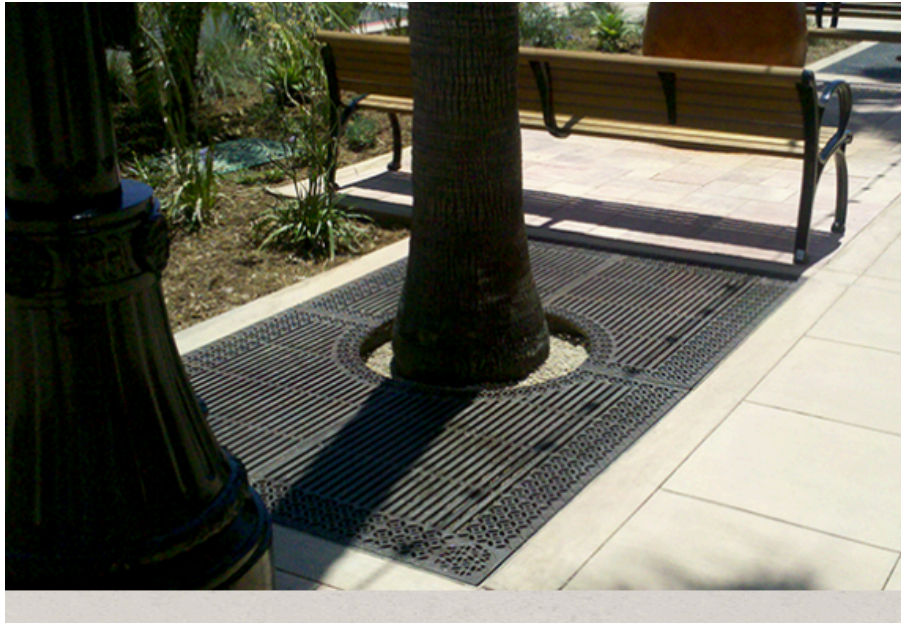


805 Rock Creek Drive, Westlake Hills, Texas



7 Rocky River Cove

Metal Grate options:



<https://www.ironagegrates.com/product/mercado/>



House in Westlake with metal grate





Just Trees
PO Box 4005
Austin, TX 78765
(512) 467-8733

April 28, 2025

John Barton
105 Wood Trail
Austin, TX 78746

RE: Large Live Oak in back.

I was asked to examine the large Live Oak in back near the house on April 28, 2025. The tree seems to be in good condition considering its location to the house and pool. The canopy has little to no deadwood, shoot elongation a constant indication of the tree health is 1-2" currently which is very good. The root collar of the tree at the base is good, not buried and showing no signs of decay.

I do not think building the deck the homeowners are proposing to build will adversely impact the tree for several reasons:

1. The house was built 30 years ago very close to the tree. In this time, the root system of the tree has had to adapt and grow far into the backyard well beyond the critical root zone.
2. For this reason, the critical root zone calculation does not provide an accurate picture of where the tree roots are getting water. Even with the proposed deck, over 50% of the tree's actual roots should remain uncovered.

3. The proposed deck area is already covered by 2 large AC units, an 8x8 hot tub, paver stones and gravel. The incremental coverage from the proposed deck is small relative to where the tree's actual roots have extended.
4. Although not necessary to maintain the health of the tree, I have prepared an additional tree care plan to further supplement the health of the tree. The plan involves (i) the injection of hydraulic deep root fertilizer into the soil within the entire available root zone before and after the construction process; and (ii) a systemic injection using an insecticide and fungicide to help suppress insect and fungal issues for 18-24 months.

Regards,

Chris Poth
ISA Certified Arborist #TX-3198
Oak Wilt Certification TOWIS#0091

Jay W. Propes
100 Wood Trl.
West Lake Hills, TX 78746
jay.propes@gmail.com
512.225.1007

May 22, 2025

City of West Lake Hills
Building & Development/Permits
Attn: Variance Requests
911 Westlake Drive
West Lake Hills, TX 78746

To whom it may concern:

I am writing to express my staunch support for the Barton family's variance request to construct a deck in their backyard at 105 Wood Trail. As a neighbor who has observed from directly across the street their exceptional stewardship of their property, this variance serves both the family's needs and our community's interests.

The Bartons' backyard is naturally secluded from the street by their home and shielded from neighboring properties by mature trees and the positioning of the house and resulting sight angles. This natural screening ensures the proposed deck will have minimal visual impact on surrounding properties, though, given everything else the Bartons have done to their property in the fourteen years it has been their residence, the deck will only enhance the aesthetic appeal of the home.

Home improvements that thoughtfully enhance properties benefit our entire neighborhood. A well-designed deck will likely increase the Bartons' property value, which positively affects comparable property values throughout our street. This type of responsible home improvement strengthens our community's overall appeal and market position.

The Bartons have not merely maintained their property's natural beauty for years, preserving over 20 mature oak trees and maintaining their entire yard to exceptionally exacting standards. They have invested in the betterment and sustainability of their homesite. Their consistent history of environmental care gives me complete confidence that they will integrate any new construction thoughtfully with the existing landscape, protecting the mature trees that make their property—and our neighborhood—so attractive.

I respectfully urge you to approve this variance request. You will likely receive similar endorsements of this variance request from my neighbors, but feel free to contact me if you would like to ask me specific questions about the neighborhood or anything else.

My history with the Barton's does require me to add one more thought: The Barton family is such a valued and thoughtful part of our community, that most respondents are going to be flabbergasted that they needed to ask to modify their backyard decking. They are too considerate to have contemplated anything that would have potentially negative impact on the rest of us.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay W. Propes". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jay W. Propes

City of West Lake Hills

MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO)

REGULAR MEETING

Wednesday, July 16, 2025 at 6:30 PM

1. **Call to Order: Vice-Chair Jim Pledger**

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

2. **Citizen Communications:**

1. 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.

1. Approval of the June 18, 2025 Zoning and Planning Commission minutes
2. Report of previous ZAPCO cases acted upon by the BOA/Council

a. **Action:** Commissioner Bartoletti moves for approval of the Consent Agenda

- i. Commissioner Webber Seconds
- ii. Motion carries unanimously 3 - 0

4. **Public Hearing: 1801 Basin Ledge:** Discuss and make recommendations on a proposed variance to allow for the removal of one tree 14 inches and greater (Tree 70, 14-inch cedar) (Section 22.03.304 of the West Lake Hills Code).

Applicant: James Gatlin, JAG Permits

Note: Items 4 and 5 were discussed in a joint. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 4 of the minutes.

a. Staff Report:

- i. Director Bills explains variance requests for removal of one tree, location of a septic tank in a side setback, and grading in excess of 18 inches in the building setback.

b. Public Comments:

- i. James Gatin: Jag Permits – appearing virtually
 - a. Describes the variance request on behalf of the homeowners

c. Discussion:

- i. The commission expresses that the exhibits and presentation provided by the applicant do not have all the information required for ZAPCO analysis.

d. Action:

- i. Commissioner Stewart moves that the tree removal variance be forwarded to the City Council with a motion of approval, based on the request meeting the intent of the comprehensive plan and having no adverse impact on neighboring properties.
 - 1. Commissioner Bartoletti seconds
 - 2. Motion fails 2-0
 - a. Commissioner Stewart voting in favor
 - b. Commissioners Bartoletti and Webber voting in opposition
- ii. Commissioner Webber moves that the tree removal variance be forwarded to the City Council with a recommendation of **denial**, based on lack of information. Included in the recommendation is a request for the applicant to provide a floor plan and tree survey.
 - 1. Commissioner Bartoletti Seconds
 - 2. Motion Passes
 - a. Commissioner Stewart voting in opposition
 - b. Commissioners Bartoletti and Webber voting in favor

Note: *Following the vote to deny the tree variances, the applicant realized certain documents had not been provided to the city in its application. The applicant requested that the item be postponed to the August 20, 2025 ZAPCO meeting to allow for the presentation of more detailed exhibits related to the site and floor plans.*

- iii. Commissioner Webber moves to recall vote to recommend denial and postpone items 4 and 5 to the August 20 meeting, based on applicant's request.
 - 1. Commissioner Bartoletti Seconds

2. Motion carries unanimously.

Item will be postponed to the August 20, 2025 ZAPCO hearing

5. Public Hearing: 1801 Basin Ledge: Discuss and make recommendations on proposed variances
 1. To allow for a septic tank to encroach 15 feet into the 25-foot side setback (Section 22.03.276 and 22.03.281 of the West Lake Hills Code of Ordinances), and
 2. For excavation and grading, greater than 18" in the building setback (Section 22.03.170 – Site Disturbance (Excavation, Grading, or Filling)).

Applicant: James Gatlin, JAG Permits

Note: Items 4 and 5 were discussed in a joint presentation. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 4 of the minutes.

- a. **Action:** Item postponed by action on item 4

Item will be postponed to the August 20, 2025 ZAPCO hearing

6. Public Hearing: 105 Wood Trail: Discuss and make recommendations on proposed variances to the Texas Administrative Code Chapter 30, Chapter 285 adopted in Sections 18.03.064 and 18.03.065 and 22.03.281 of the West Lake Hills Code to allow:
 1. The placement of a structure within 5 feet of a septic facility (TAC 285.91(10); and
 2. The placement of a structure above a septic facility (TAC 285.34(e)(2) and TAC 285.39(c)).

Applicant: Tanya Clement, Property Owner

Note: Items 6, 7 and 8 were discussed in a joint presentation with separate votes reflecting the differences in variance criteria for Septic, Building, and Zoning-related variances. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 6 of the minutes. The separate actions are separated by agenda item.

a. Staff Report:

- i. Director Bills describes the site and nature of variance requests for items 6, 7, and 8 including variances for construction over a septic tank, restricting access to a septic tank, construction greater than the maximum allowed by code within the ½ critical root zone of a protected

tree, and the removal and replacement of impervious cover greater than the maximum allowed by code.

b. Public Comments:

- i. John Barton: Property Owner
 - a. Describes the house and the homeowner's plans to expand the deck space.

c. Discussion:

- i. Commissioner Webber: Feels the use is reasonable
- ii. Commissioner Bartoletti: Asks for definition of "substantial property right"
 - 1. Director Bills explains that is a question more-appropriately directed to the City Attorney.
- iii. Commissioner Stewart expresses that he does not oppose the access variance as long as the homeowners understand they are assuming the risk of having to remove the deck for major repairs.

d. Action:

- i. Commissioner Webber moves that the septic variances be forwarded to the City Council with a motion of approval, based upon the criteria for a Chapter 18 variance and that the proposed use is reasonable for the site
 - 1. Commissioner Bartoletti Seconds
 - 2. Motion carries unanimously (3-0)

The recommendation will be forwarded for consideration to the August 13 City Council Meeting

7. Public Hearing: 105 Wood Trail: Discuss and make recommendations on proposed variances to City of Austin Environmental Criteria Manual 3.5.2 as adopted by reference in Section 22.03.305(b) of the West Lake Hills Code to allow:
- 1. For encroachment of greater than 50% of the critical root zone of a tree; and
 - 2. For grading greater than 4 inches within the 50% critical root zone of a tree.

Applicant: Tanya Clement, Property Owner.

Note: Items 6, 7 and 8 were discussed in a joint presentation with separate votes reflecting the differences in variance criteria for Septic, Building, and Zoning-related variances. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 6 of the minutes. The separate actions are separated by agenda item.

a. Action:

- i. Commissioner Stewart moves that the tree variances be forwarded to the City Council with a motion of approval based on the requests not violating the intent of Chapter 22 of the Code of ordinances or the comprehensive plan, and that the variances would not have an adverse impact on neighboring properties or the enjoyment thereof
 1. Commissioner Bartoletti Seconds
 2. Motion carries unanimously (3-0)

The recommendation will be forwarded for consideration to the August 13 City Council Meeting

8. Public Hearing: 105 Wood Trail: Discuss and make recommendations on a proposed variance to Section 22.03.278 and 22.03.281 to allow:
 1. The removal and replacement of impervious cover up to the existing non-conforming amount of 28.5% where 25% is the maximum.

Applicant: Tanya Clement, Property Owner.

Note: Items 6, 7 and 8 were discussed in a joint presentation with separate votes reflecting the differences in variance criteria for Septic, Building, and Zoning-related variances. The minutes reflecting the staff report, public comments, and commission discussion are reflected in Item 6 of the minutes. The separate actions are separated by agenda item.

a. Action:

- i. Commissioner Bartoletti moves that the impervious cover variance be forwarded to the Board of Adjustment with a motion of approval based on the request being consistent with the intent of the code and comprehensive plan, that the variances will not have an adverse effect on neighboring properties, and that the variances will satisfy the interpretive criteria for ZAPCO analysis.
 1. Commissioner Stewart Seconds
 2. Motion carries unanimously (3-0)

The recommendation will be forwarded for consideration to the August 13 Board of Adjustment Meeting

9. **Adjournment** – Vice Chair Jim Pledger

1. Chair Mesel adjourns the meeting at 7:57 pm

APPROVED:

Robert Meisel, Chair

ATTEST:

Joel Sherrouse, Development Coordinator

These minutes were approved on _____, 2025.

Exhibit A

105 Wood Trail – Tree Critical Root Zone, Impervious Cover, and OSSF

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.

Due to the existing placement of a pool in the site plan, the available outdoor space in close proximity to the home is limited. In addition, upstairs rooms are limited to one point of egress through a narrow hallway. We are seeking to replace an existing flagstone patio with a wood deck in order to expand the existing outdoor, usable space for dining and entertaining. We are also seeking to expand an upstairs balcony so that we can create a point of access/exit from the upstairs bedroom above the garage. Residents can use the new door and balcony to cross the existing balcony and to exit via the home's existing central staircase. To achieve these goals, we are requesting variances to codes in reference to building around an existing oak tree and septic tanks. We will take measures to ensure the tree remains healthy and that the tanks are accessible (as further described below).

The hardships that would result if we are unable to do this project are:

Safety: A large bedroom in our home is located at the end of a long hallway. By creating an expansion to our upper balcony, we will create another point of access/exit upstairs from that back bedroom, and we would be providing another safe way to exit through the house in case of a fire. In addition, the site where we propose to build is a portion of our yard that is currently unusable due to a combination of natural and structural challenges. The area is heavily shaded by mature tree coverage, which prevents grass from growing and leaves the ground uneven and bare. The surface is difficult to walk on safely, and outdoor furniture cannot sit level, making the space uncomfortable and impractical for any meaningful use. Additionally, accessing this part of the yard requires descending a set of stairs, further discouraging regular use.

Home Value and Enjoyment: The shallow patio area next to the house limits our ability to use the outdoor space for dining and entertainment. The limited patio space makes the house significantly less desirable than the typical home of similar size for a family of five in West Lake Hills these days. Constructing a deck over this area would transform it into a functional, level, and safe outdoor living/dining/cooking space. Beyond general usability, it would significantly improve accessibility and safety as we plan for the long-term use of our home. Our hope is to live in this house for many more years and creating a smooth, stable surface would support our ability to age in place without the need to navigate uneven terrain or stairs, which may pose increased risks over time.

2) The property contains pre-existing, non-conforming built conditions in the backyard that we feel, creates a hardship. The survey and site plan indicate that the swimming pool and surrounding pool deck fully encroach into the rear 30' setback. The new addition can be built in the allowable buildable area, however an egress deck needs to be provided to connect to the existing deck by the pool, and provide a stair to natural grade.

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

There will be no disruption or destruction of terrain. We believe this is the case for several reasons:

We are going to comply with all regulations (including the restriction on digging at all within the 25% Critical Root Zone). Our variance applies only to the restrictions on covering 50% of the Critical Root Zone. We plan to build around the tree and leave ample room for it to grow.

We hired an arborist to provide an assessment of the project's impact. His assessment was that the trees roots have already grown far into the yard and that the project will not have any impact on the health of the tree. Please see the letter we have enclosed with his assessment.

There are already AC units, a jacuzzi and a flag stone patio where we are planning to build the deck that have had no impact on the tree. The deck we are building will be permeable and continue to allow water to the ground.

There appear to be well over 100 trees in West Lake Hills with similar configurations. Please see the pictures we've attached – for example at Hat Creek Burgers there are several trees that are thriving despite a large part of the critical root zone being covered. This appears to be a common building practice in West Lake Hills.

Although the arborist did not feel it was necessary, he proposed a supplementary health program that we plan to follow that will further increase the health of the tree (likely making it more healthy than it currently is). The plan involves (i) the injection of hydraulic deep root fertilizer into the soil within the entire available root zone before and after the construction process; and (ii) a systemic injection using an insecticide and fungicide to help suppress insect and fungal issues for 18-24 months.

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

Given the pool's and the tree's positions on the site plan, it is not possible to build a usable space next to the house without some coverage over more than 50% of the critical root

zone of the tree. We have revised our plan to comply with the CRZ code in several respects. We are planning to cantilever the new deck over the critical root zone. We will not dig within 25% of the critical root zone and where we dig within 50% of the critical root zone, it will not be more than 5" deep. The coverage will be permeable and continue to allow water to the ground.

An estimate we received for moving the septic tanks is \$25,000. A septic engineer (whose letter we are including) supports our plan and confirms that it meets the intent of the code requirements without a costly and disruptive (to the trees and other flora) septic relocation. Given this opinion and the fact that moving the tanks might encroach on the oak tree and other fauna, we do not think that moving the septic tanks is suitable. We have revised our plan so that the proposed deck is cantilevered over the one storage tank. We are including a hatch in the deck for pumping and in the unlikely event we need to replace the underground storage tank.

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

An earlier version of the plan had a larger deck and more surface / walkway type improvements over the CRZ. In the current plan, we have reduced the sizing to further protect the tree's access to water and to ensure there is adequate access to the septic system.

With our request for an Existing Non-Conformance Impervious Cover Variance, we have no way of knowing what level of coverage was formally approved by the City of Westlake through the previous homeowner. We request the variance to honor the existing IC plus the improvements IC with the understanding there will be no change to the current 28.5%. We plan to remove an existing stone patio and part of an existing stone walkway to equal 28.5% to match existing conditions.

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

Our planned improvement will not impact the oak tree or any other flora or fauna and will not have any negative impact on future homeowners. In fact, the additional measures we plan to take will likely improve the health of the tree and will leave plenty of room for the tree to continue to grow. The septic system will continue to be accessible for pumping and in the unlikely event we need to access the storage tank for repairs via a hatch. Please see the attached letter from a septic engineer describing why the design is consistent with the intent of the code.

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

The variance will not have any negative impact on our neighbors. We are replacing an existing patio with a new deck. It is not visible to our neighbors. If anything this development will benefit our neighbors as it will be an improvement on our property and helps everyone on this street with increasing the property value. Neighbors will also enjoy the new space when they come over to visit and enjoy the backyard. Please see the attached letter from the neighbor across the street.

105 Wood Trail

7. Discuss and make recommendations on proposed variances to City of Austin Environmental Criteria Manual 3.5.2 as adopted by reference in Section 22.03.305(b) of the West Lake Hills Code to allow:
 1. For encroachment of greater than 50% of the critical root zone of a tree; and
 2. For grading greater than 4 inches within the 50% critical root zone of a tree.

Applicant: Tanya Clement, Property Owner

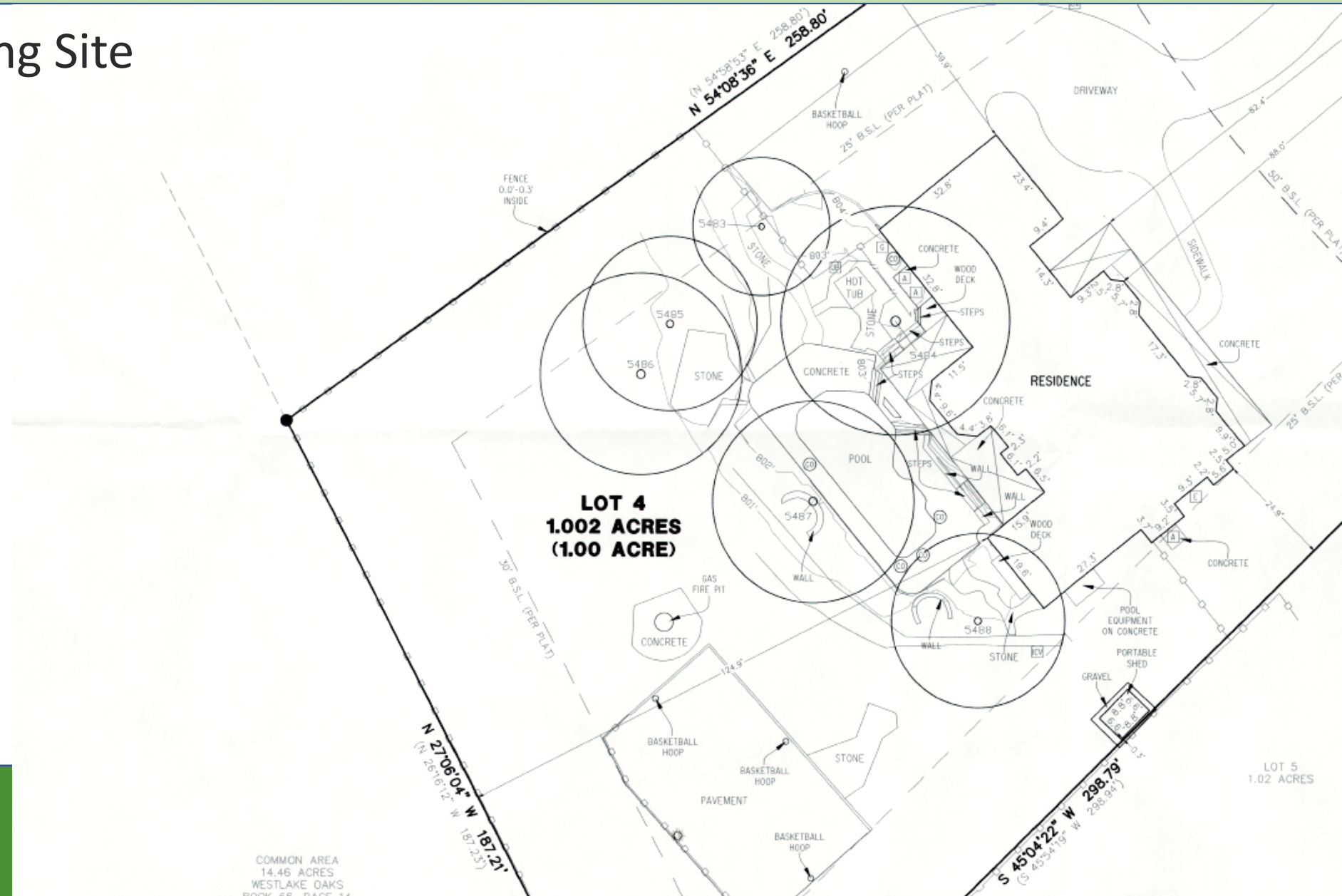


105 Wood Trail

- Existing house was built with a pool and sport court in 1994.
- The applicant is proposing to expand the two-story back deck over the existing septic system tank and existing tree critical root zone.



- Existing Site



105 Wood Trail

Chapter 22 – Tree Critical Root Zone

Code Requirement

Section 3.5.2 (A) Tree and Natural Area Preservation – Austin Environmental Criteria Manual – adopted by reference Section 22.03.305(b) West Lake Hills Code of Ordinances

Most trees can tolerate some Critical Root Zone impacts. Impacts may be allowed as long as the following Preservation Criteria are met:

- a. At least fifty percent of the total area (square footage) of the Critical Root Zone must be preserved at natural grade, with natural ground cover.
- b. The entirety of the Half CRZ must be protected, with the exception that cut or fill of four inches or less is allowed within the Half CRZ.
- c. No cut or fill is allowed within the Quarter CRZ.



105 Wood Trail

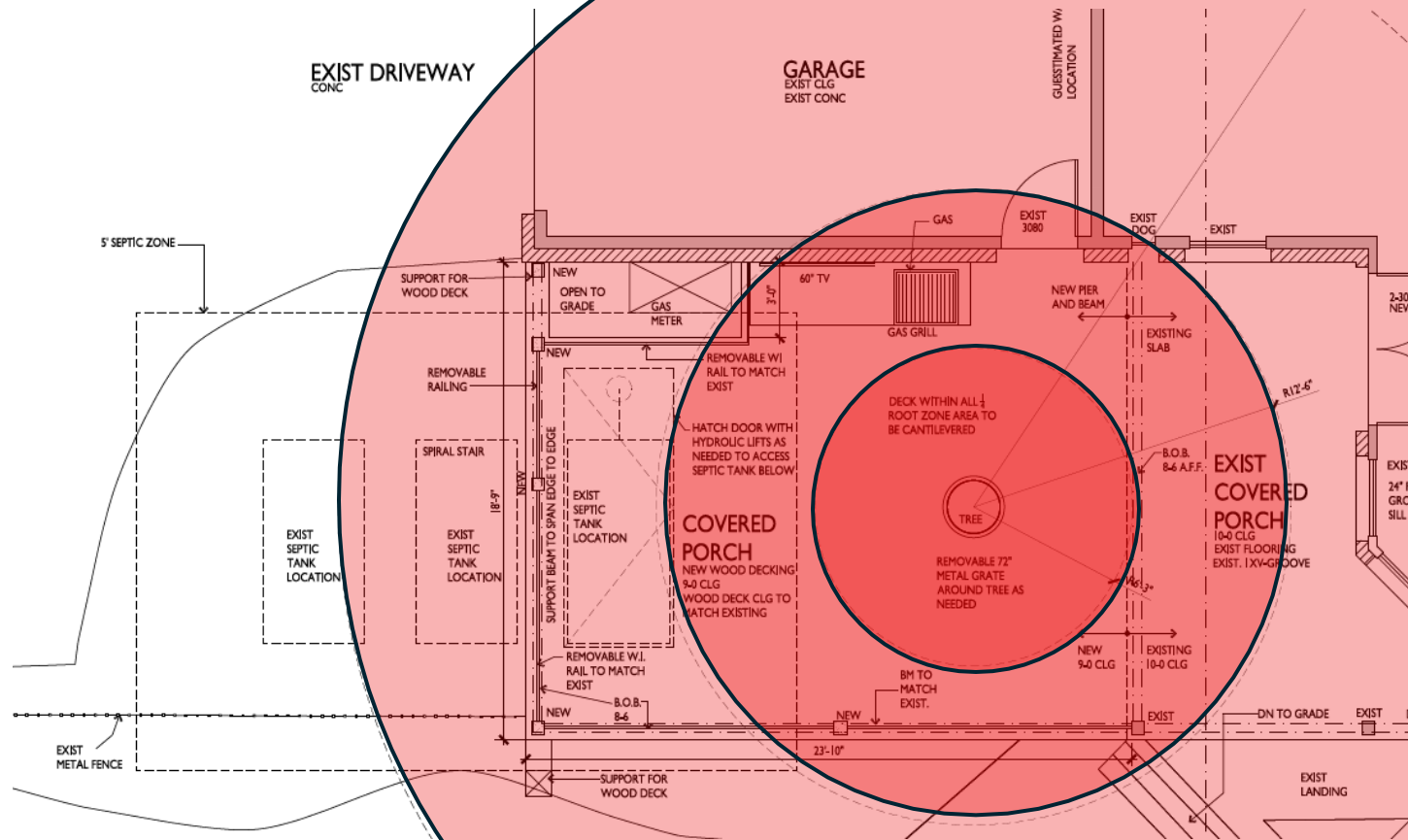
Chapter 22 – Tree Critical Root Zone

Request

- The proposed location of the new two-level deck will cover more than 50% of the CRZ of the tree, with supports for the deck cut into the ½ CRZ more than 4 inches deep.
 - The applicant did not provide installation details with the application, but stated at the ZAPCO meeting that the system they proposed would not be installed more than 4 inches deep.



105 Wood Trail



105 Wood Trail

Public Comment:

As of the date of the report, one comment in support was received with the application.



105 Wood Trail

Chapter 22 – Tree CRZ Encroachment

Discuss and make a recommendation to the City Council including an analysis of whether:

1. The variance may violate the intent of this chapter or the goals of the city's comprehensive plan.
2. The variance may have an adverse effect on neighborhood properties or interfere with the respective owners' enjoyment thereof.

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.

This item will be forwarded to the August 13, 2025 City Council meeting for consideration.



105 Wood Trail

The City Council can recommend imposition of, reasonable conditions upon granting a variance if the conditions are related to the subject of the variance.

This item was reviewed by the Zoning and Planning Commission on July 16, 2025 and was recommended for approved by a vote of 3-0 because the requests do not violate the intent of Chapter 22 of the Code of ordinances or the comprehensive plan, and that the variances would not have an adverse impact on neighboring properties or the enjoyment thereof.



105 Wood Trail

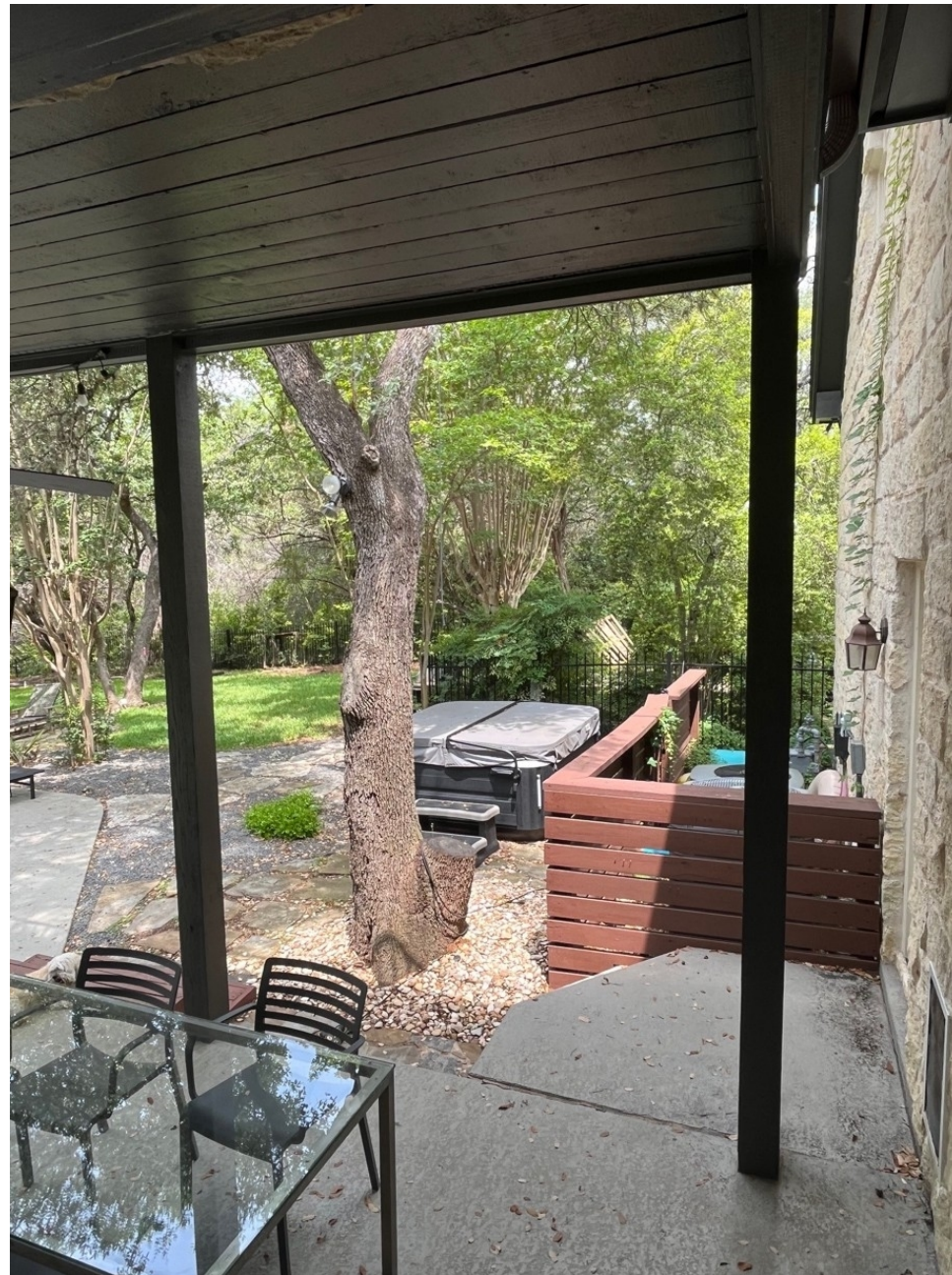
Applicant's Presentation



105 Wood Trail Existing Space













Just Trees
PO Box 4005
Austin, TX 78765
(512) 467-8733

April 28, 2025

John Barton
105 Wood Trail
Austin, TX 78746

RE: Large Live Oak in back.

I was asked to examine the large Live Oak in back near the house on April 28, 2025. The tree seems to be in good condition considering its location to the house and pool. The canopy has little to no deadwood, shoot elongation a constant indication of the tree health is 1-2" currently which is very good. The root collar of the tree at the base is good, not buried and showing no signs of decay.

I do not think building the deck the homeowners are proposing to build will adversely impact the tree for several reasons:

1. The house was built 30 years ago very close to the tree. In this time, the root system of the tree has had to adapt and grow far into the backyard well beyond the critical root zone.
2. For this reason, the critical root zone calculation does not provide an accurate picture of where the tree roots are getting water. Even with the proposed deck, over 50% of the tree's actual roots should remain uncovered.

3. The proposed deck area is already covered by 2 large AC units, an 8x8 hot tub, paver stones and gravel. The incremental coverage from the proposed deck is small relative to where the tree's actual roots have extended.
4. Although not necessary to maintain the health of the tree, I have prepared an additional tree care plan to further supplement the health of the tree. The plan involves (i) the injection of hydraulic deep root fertilizer into the soil within the entire available root zone before and after the construction process; and (ii) a systemic injection using an insecticide and fungicide to help suppress insect and fungal issues for 18-24 months.

Regards,

Chris Poth
ISA Certified Arborist #TX-3198
Oak Wilt Certification TOWIS#0091

POLVADO ENGINEERING SERVICES, LLC

9609 Saugus Lane, Austin, Texas 78733
O-(512) 584-8734 C-(512) 775-3839
www.polvado-engineering.com TBPE Firm #: F-1494

May 21, 2025

Members of the Zoning and Planning Commission
City of West Lake Hills
West Lake Hills, Texas 78746

Re: Variance Request for 105 Wood Trail, West Lake Hills, Texas 78746

Dear Sir:

On Wednesday, May 14, 2025, I met with Boone Lawrence of Boone Lawrence Construction LLC at the above referenced address in order to provide a job site assessment of the desire to install an exterior deck at the back right side of this house. The issue of concern and the reason for this Variance Request is that the Proposed New Deck will be installed over one of the three septic tanks being utilized for the treatment of the sewage from this house.

According to On-Site Sewage Facilities, Title 30, TAC Chapter 285, Table X. Minimum Required Separation Distances for On-Site Sewage Facilities, specifically, Tanks must maintain a 5 foot separation from Foundations, Buildings, Surface Improvements, Property Lines, Swimming Pools and Other Structures.

The structural elements used to support this new deck should not be an issue to maintaining the 5 foot setback. However, this new deck will be positioned directly over one of these existing tanks. There will be an air gap above this existing tank of about 1 foot. Also, this new deck will have a Hatch Door positioned directly above this tank which will provide access for maintenance purposes.

Please note, this On-Site Sewage Facility ("OSSF") is for a seven (7) bedroom 4716 square foot house. The design is using 2 x 1250 gallons tanks tied together equaling 2500 gallons of sewage treatment. (One of which is the tank in question.) Also, a 750 gallon tank which pumps the effluent to a 3370 square foot drain field all installed in 1994. The only required maintenance for this particular OSSF Concrete Septic Tank is the pumping and cleaning every 5-7 years which will easily be accomplished through the Hatch Door.

The other area of concern is the structural failure of this Concrete Septic Tank and the need for it to be replaced. In my Professional Opinion, this is highly unlikely. Central Texas is not prone to Earthquakes. There will be no Vehicular Traffic nearby. The surrounding soils will not caustically affect the concrete tank from the exterior neither will the residential influent that flows into this tank affect the interior.

Page 2,

Re: Variance Request for 105 Wood Trail, West Lake Hills, Texas 78746

Needless to say, the Owners of this house are fully aware of these issues and if the tank needs to be replaced, they are willing to take that risk and be solely financially responsible for that issue if it arises. Therefore, a Variance is requested to install this exterior deck above this existing Concrete Septic Tank.

If you need any clarifications, explanations or have any questions concerning this request, please do not hesitate to contact me.

Sincerely,

R. Stewart Polvado
5/21/25



R. Stewart Polvado P.E.
Polvado Engineering Services



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>6</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Terry Blanchard</u>	Cost / Budget:	<u>~ \$7,200.00</u>
Exhibits:	<u>Ordinance</u>	Source of Funds:	<u>Budget</u>

Subject

Discuss and consider action to adopt an ordinance calling a Special Election to be held on November 4, 2025 for the reauthorization of the local sales and use tax in the City of West Lake Hills, Texas at the rate of one-half (½) of one percent to continue providing revenue for maintenance and repair of municipal streets with the tax expiring on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

Recommendation

Staff recommend approval of the proposed ordinance.

Discussion

On November 2, 2021, the City of West Lake Hills held a special election to reallocate the sales and use tax at the rate of one-half of one percent to provide revenue for the maintenance and repair of municipal streets. The tax will expire on the fourth anniversary of the date of that election unless the imposition of the tax is reauthorized.

To reauthorize the one-half of one percent sales tax for maintenance and repair of municipal streets, the City of West Lake Hills must conduct a special election for that purpose. The last day to order an election on a measure is Monday, August 18, 2025.

The proposed ordinance orders a special election to be conducted on November 4, 2025, for the purpose of submitting the proposition to the qualified voters of the City of West Lake Hills for reauthorization of the maintenance and repair of municipal streets tax for an additional four-year period. Early voting will be held from Monday, October 20, 2025 through Friday, October 31, 2025. The election shall be administered by the Travis County Elections Division.

ORDINANCE NO. 2025-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, TO SUBMIT A PROPOSITION REAUTHORIZATING THE LOCAL SALES AND USE TAX IN THE CITY OF WEST LAKE HILLS, TEXAS, AT THE RATE OF ONE-HALF OF ONE PERCENT (0.50%) TO CONTINUE PROVIDING REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; ESTABLISHING THE PROCEDURE FOR THE ELECTION TO BE HELD ON NOVEMBER 4, 2025 IN THE CITY OF WEST LAKE HILLS, TEXAS; PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION; AND PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, CONFLICTING PROVISIONS, GOVERNING LAW, PROPER NOTICE AND OPEN MEETING, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 327 of the Texas Tax Code authorizes cities to impose a local sales and use tax rate for funds dedicated to street maintenance and repair upon a properly held election approving the same; and

WHEREAS, the City of West Lake Hills previously adopted, by election, an additional sales and use tax at the rate of one-half of one percent (0.50%) for the maintenance and repair of municipal streets; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of West Lake Hills to call a special election to reauthorize the one-half of one percent sales tax to continue providing revenue for the maintenance and repair of municipal streets; and

WHEREAS, the City Council of the City of West Lake Hills, Texas (“City”) hereby finds that a special election should be held for the purpose of submitting a proposition reauthorizing the levy and collection of the local sales and use tax in West Lake Hills, Texas at the rate of one-half of one percent (0.50%) to continue providing revenue for the maintenance and repair of municipal streets; and

WHEREAS, the City Council finds and determines that the holding of a special election on the date set forth below, a uniform election date, is in the public’s interest.

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

Section 1. Special Election Ordered. A special election shall be held on November 4, 2025, to determine whether there shall be a reauthorization of the local sales and use tax in the City of West Lake Hills, Texas, at the rate of one-half percent (0.50%) to continue providing for maintenance and repair of municipal streets.

Section 2. Ballots and Printed Materials. The ballots used for the election shall comply with the Texas Election Code and be in the form provided by the City to the Travis County Election Officer (the “Election Officer”) for use on the voting devices and ballots used by Travis County.

The official ballots, together with such other election materials as are required by the Texas Election Code, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law. The official ballots shall be prepared so as to permit qualified voters to vote “FOR” or “AGAINST” the aforesaid proposition which shall appear on the ballot substantially as follows:

PROPOSITION

The reauthorization of the local sales and use tax in the City of West Lake Hills, Texas, at the rate of one-half (1/2) of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

FOR ()

AGAINST ()

Section 3. Joint Election. The City agrees to conduct a joint election with the political subdivisions designated by the Elections Officer, provided that such political subdivisions hold an election on November 4, 2025, in all or part of the same territory as the City. The joint election for political subdivisions in Travis County will be conducted in accordance with state law, this ordinance, and the contract for election services with Travis County (“Election Services Contract”).

Section 4. Conduct of Election. The Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Services Contract and the law governing the holding of special elections by general law cities of the State of Texas.

Section 5. Election Precinct and Polling Place. The election precincts for the election shall be the election precincts established by Travis County, provided that each shall contain and include geographic area that is within the City. Election Day voting shall be conducted at places, times, and locations authorized and required by state law and the Election Officer. The returns for the precincts in Travis County will be provided by precinct, and the Election Officer shall tabulate and provide the election returns for the election. Any polling place may be changed by the Election Officer upon compliance with state and federal law.

Section 6. Election Officer. The Election Officer is appointed to serve as the City’s Election Officer, Joint Early Voting Clerk and the Joint Custodian of Records for precincts which may be affected, to conduct the City’s election on November 4, 2025. As the City’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in the City’s election in compliance with state law and the Election Services Contract.

Section 7. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Election Officer in accordance with the Texas Election Code. Early voting by personal appearance shall be conducted at places, times, and locations authorized and required by state law and the Election Officer. Early voting shall commence on Monday, October 20, 2025, and continue through Friday, October 31, 2025. Early voting by City residents may be conducted at any Travis County early voting location and any location exclusively designated by the Election Officer for City residents. The early voting clerk’s official mailing address is:

Travis County Early Voting Clerk
P.O. Box 149325
Austin, Texas 78714-9325

Section 8. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Travis County and its appointees are hereby designated and appointed by the City Council as the election officers, judges and clerks, respectively, for the holding of said special election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The City Council will further confirm and appoint the election judges and alternate election judges that are appointed by Travis County for the election.

Section 9. City Secretary. The City Secretary, or designee, is instructed to aid the Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Service Contract. The City Secretary will serve as Regular Early Voting Clerk for the City to receive requests for applications for early voting ballots and forward those applications to the Joint Early Voting Clerk. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code; provided that, pursuant to the Election Services Contract between Travis County and the City, the Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the Texas Election Code; and for providing all services specified to be provided in the Election Services Contract. The Election Officer shall give the notices required by the Texas Election Code to be given for the election not required to be given by the City under the Election Services Contract.

Section 10. Notice of Election. Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

Section 11. General. The Election Officer shall hold said election in accordance with the Texas Election Code and the Election Services Contract, and only resident qualified voters of said City shall be eligible to vote at said election.

Section 12. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Election Code.

Section 13. Open Meetings. It is officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required Chapter 551, Tex. Gov't. Code.

PASSED AND APPROVED this 13th day of August 2025.

James Vaughan, Mayor

ATTEST:

Terry Blanchard, City Secretary

ORDENANZA NO. 2025-007

UNA ORDENANZA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE WEST LAKE HILLS, TEXAS, QUE ORDENA UNA ELECCIÓN ESPECIAL A LLEVARSE A CABO EL 4 DE NOVIEMBRE DE 2025, PARA PRESENTAR UNA PROPOSICIÓN QUE VUELVE A AUTORIZAR EL IMPUESTO LOCAL A LAS VENTAS Y AL USO EN LA CIUDAD DE WEST LAKE HILLS, TEXAS, A LA TASA DE LA MITAD DEL UNO POR CIENTO (0.50%) PARA CONTINUAR GENERANDO INGRESOS PARA EL MANTENIMIENTO Y REPARACIÓN DE CALLES MUNICIPALES; QUE ESTABLECE EL PROCEDIMIENTO PARA LLEVAR A CABO LA ELECCIÓN EL 4 DE NOVIEMBRE DE 2025 EN LA CIUDAD DE WEST LAKE HILLS, TEXAS; QUE DISPONE OTROS ASUNTOS RELACIONADOS CON LA ELECCIÓN; Y QUE ESTIPULA LOS HALLAZGOS DE HECHOS, DIVISIBILIDAD, DISPOSICIONES CONFLICTIVAS, LEY APLICABLE, DEBIDA PUBLICACIÓN Y ASAMBLEA ABIERTA Y FECHA DE ENTRADA EN VIGENCIA.

EN VISTA DE QUE el Capítulo 327 del Código Tributario de Texas autoriza a las ciudades a imponer un impuesto local a las ventas y al uso para recaudar fondos para el mantenimiento y reparación de calles, siempre que haya una elección debidamente realizada que lo apruebe; y

EN VISTA DE QUE la Ciudad de West Lake Hills adoptó previamente, mediante una elección, un impuesto adicional a las ventas y al uso a la tasa de la mitad del uno por ciento (0.50 %) para el mantenimiento y reparación de calles municipales; y

EN VISTA DE QUE el Consejo Municipal ha determinado que es para el mayor beneficio de los ciudadanos de West Lake Hills convocar una elección especial para volver a autorizar el impuesto a las ventas de la mitad del uno por ciento para continuar generando ingresos para el mantenimiento y reparación de calles municipales; y

EN VISTA DE QUE el Consejo Municipal de la Ciudad de West Lake Hills, Texas (“Ciudad”) por la presente halla que se debe celebrar una elección especial con el propósito de presentar una proposición para volver a autorizar la imposición y recaudación del impuesto local a las ventas y al uso en West Lake Hills, Texas, a la tasa de la mitad del uno por ciento (0.50 %) para continuar generando ingresos para el mantenimiento y reparación de calles municipales; y

EN VISTA DE QUE el Consejo Municipal halla y determina que la celebración de una elección especial en la fecha establecida a continuación, una fecha de elección uniforme, es para beneficio del público.

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE WEST LAKE HILLS, TEXAS, ORDENA QUE:

Sección 1. Elección Especial ordenada. Se deberá llevar a cabo una elección especial el 4 de noviembre de 2025 para determinar si se vuelve a autorizar el impuesto local a las ventas y al uso en la Ciudad de West Lake Hills, Texas, a la tasa de la mitad del uno por ciento (0.50 %) para continuar generando ingresos para el mantenimiento y reparación de calles municipales.

Sección 2. Boletas de votación y materiales impresos. Las boletas de votación usadas para la elección cumplirán con el Código Electoral de Texas y tendrán la forma indicada por la Ciudad al Funcionario Electoral del Condado de Travis (el “Funcionario Electoral”) para usar en los dispositivos y boletas de votación usados por el Condado de Travis. Las boletas de votación oficiales, junto con los demás materiales para la elección que requiere el Código Electoral de Texas y sus enmiendas, se imprimirán en inglés y en español y tendrán todas las disposiciones, marcas y lenguaje que exija la ley. Las boletas de votación oficiales se prepararán de manera tal que se permita a los votantes habilitados votar “A FAVOR” o “EN CONTRA” de la proposición antes mencionada, la cual aparecerá en la boleta de votación básicamente como se expresa a continuación:

PROPOSICIÓN

Volver a autorizar el impuesto local a las ventas y al uso en la Ciudad de West Lake Hills, Texas, a la tasa de la mitad (1/2) del uno por ciento para continuar generando ingresos para el mantenimiento y reparación de calles municipales. El impuesto vence en el cuarto aniversario de la fecha de esta elección a menos que se vuelva a autorizar la imposición del mismo.

A FAVOR ()

EN CONTRA ()

Sección 3. Elección conjunta. La Ciudad acepta celebrar una elección conjunta con las subdivisiones políticas designadas por el Funcionario Electoral, siempre que dichas subdivisiones políticas celebren una elección el 4 de noviembre de 2025 en todo o parte del mismo territorio que la Ciudad. La elección conjunta para las subdivisiones políticas en el Condado de Travis se celebrará de acuerdo con la ley estatal, esta ordenanza y el contrato de servicios electorales con el Condado de Travis (“Contrato de Servicios Electorales”).

Sección 4. Celebración de la Elección. El Funcionario Electoral y sus empleados y personas designadas, y los jueces electorales, los jueces alternos y oficiales debidamente designados para la elección, organizarán y llevarán a cabo la elección de la manera dispuesta por el Contrato de Servicios Electorales y la ley que gobierna la celebración de elecciones especiales por parte de las ciudades regidas por la ley general del Estado de Texas.

Sección 5. Precinto electoral y lugar de votación. Los precintos electorales para la elección serán los precintos electorales establecidos por el Condado de Travis, siempre que cada uno contenga e incluya la zona geográfica que se encuentra dentro de la Ciudad. La votación el Día de Elección se llevará a cabo en los lugares, horarios y ubicaciones autorizados y exigidos por la ley estatal y el Funcionario Electoral. Los resultados de los precintos en el Condado de Travis se entregarán por precinto y el Funcionario Electoral tabulará y proveerá los resultados de la elección. Cualquier lugar de votación podrá ser cambiado por el Funcionario Electoral, siempre que se cumpla con la ley estatal y federal.

Sección 6. Funcionario Electoral. El Funcionario Electoral es designado para fungir como Funcionario Electoral de la Ciudad, Oficial Conjunto de Votación Anticipada y Custodio Conjunto de Registros para los distritos electorales que puedan verse afectados, para llevar a cabo la elección de la Ciudad el 4 de noviembre de 2025. Como Funcionario Electoral y Oficial de Votación Anticipada de la Ciudad, el Funcionario Electoral coordinará, supervisará y llevará a cabo todos los aspectos de la administración de la votación en la elección de la Ciudad, en cumplimiento con la ley estatal y el Contrato de Servicios Electorales.

Sección 7. Votación anticipada. La votación anticipada, tanto en persona como por correo postal, se llevará a cabo por el Funcionario Electoral de conformidad con el Código Electoral de Texas. La votación anticipada en persona se llevará a cabo en los lugares, horarios y ubicaciones autorizados y exigidos por la ley estatal y el Funcionario Electoral. La votación anticipada comenzará el lunes 20 de octubre de 2025 y continuará hasta el viernes 31 de octubre de 2025 inclusive. La votación anticipada por parte de los residentes de la Ciudad puede llevarse a cabo en cualquier lugar de votación anticipada del Condado de Travis y cualquier lugar exclusivamente designado por el Funcionario Electoral para los residentes de la Ciudad. La dirección postal oficial del oficial de votación anticipada es:

Travis County Early Voting Clerk
P.O. Box 149325
Austin, Texas 78714-9325

Sección 8. Jueces y oficiales de la elección. Los jueces presidentes, los jueces presidentes alternos y los oficiales de la elección serán seleccionados y designados por el Condado de Travis y sus designados, cumpliendo con los requisitos de la ley estatal, y dichos jueces y oficiales así seleccionados por el Condado de Travis y sus designados quedan por la presente designados y nombrados por el Consejo Municipal como los funcionarios electorales, jueces y oficiales, respectivamente, para la celebración de dicha elección especial. Los jueces presidentes, los jueces presidentes alternos y los oficiales desempeñarán las funciones y obligaciones de sus respectivos cargos como lo dispone la ley estatal. El Consejo Municipal confirmará y designará además a los jueces electorales y jueces alternos que son designados por el Condado de Travis para la elección.

Sección 9. Secretaria de la Ciudad. Se instruye a la Secretaria de la Ciudad, o su representante designado, a colaborar con el Funcionario Electoral del Condado de Travis en la adquisición y entrega de todos los suministros y materiales electorales necesarios para llevar a cabo la elección como lo dispone el Contrato de Servicios Electorales. La Secretaria de la Ciudad fungirá como Oficial de Votación Anticipada Regular de la Ciudad para recibir las peticiones de solicitudes de boletas de votación anticipada y remitir dichas solicitudes al Oficial Conjunto de Votación Anticipada. Además, la Secretaria de la Ciudad está autorizada a dar o hacer que se den los avisos requeridos para la elección, y a tomar ciertas otras medidas adicionales que hagan falta para llevar a cabo la elección en cumplimiento con el Código Electoral de Texas; siempre que, en virtud del Contrato de Servicios Electorales entre el Condado de Travis y la Ciudad, el Funcionario Electoral tenga la obligación y sea responsable de organizar y llevar a cabo la elección en cumplimiento con el Código Electoral de Texas y de prestar todos los servicios especificados en el Contrato de Servicios Electorales. El Funcionario Electoral dará los avisos requeridos por el Código Electoral de Texas que han de darse para la elección que la Ciudad no tiene obligación de dar según el Contrato de Servicios Electorales.

Sección 10. Aviso de Elección. Se dará aviso de la elección colocando un aviso que incluya una copia sustancial de esta ordenanza en el tablero de anuncios usado para colocar avisos de asambleas del órgano de gobierno en el City Hall, y en los lugares de votación del día de elección mencionados anteriormente, a más tardar el vigésimo primer (21.^{er}) día anterior a la elección, y mediante la publicación de dicho Aviso de Elección al menos una vez, como máximo treinta (30) días y como mínimo diez (10) días antes de la mencionada elección, en un periódico de circulación general en la Ciudad. El aviso que se coloque y el aviso que se publique en un periódico de circulación general dentro de la ciudad estarán escritos en inglés y en español.

Sección 11. General. El Funcionario Electoral llevará a cabo dicha elección de conformidad con el Código Electoral de Texas y el Contrato de Servicios Electorales, y únicamente los votantes residentes y habilitados de dicha Ciudad serán elegibles para votar en dicha elección.

Sección 12. Fecha de entrada en vigencia; Código Electoral. Esta ordenanza tendrá plena validez y vigencia a partir de su aprobación en la fecha mostrada abajo; siempre que cualquier término o disposición de esta ordenanza entre en conflicto o sea incompatible con el Código Electoral de Texas, el Código Electoral de Texas registrará y controlará y el Funcionario Electoral cumplirá con el Código Electoral de Texas.

Sección 13. Asambleas Públicas. Se halla y determina oficialmente que la asamblea en la cual se aprobó esta ordenanza fue abierta al público según se requiere y que se otorgó aviso público del horario, lugar y propósito de dicha asamblea como lo requiere el Capítulo 551 del Código de Gobierno de Texas.

ACEPTADA Y APROBADA el 33 de agosto de 2025.

James Vaughan, Alcalde

ATESTIGUA:

Terry Blanchard, Secretaria de la Ciudad



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>7</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>n/a</u>
Exhibits:	<u>Proposed Budget FY25-26</u>	Source of Funds:	<u>n/a</u>

Subject

Discuss and consider action on the fiscal year 2025-2026 Proposed Budget

Recommendation

Discussion on proposed revenue and expenses.

Discussion

Discussion will include revenue and expense budget assumptions for the proposed budget 2025-2026:

Changes since the last meeting:

Revenues:

- Interest Income is increased since interest rates are remaining relatively stable for now

Expenses:

- Planning Dept – added \$3600 for OSSF module in current planning software system
- All Departments – Proposed salary increases added



City of West Lake Hills

Fiscal Year 2025-2026

James Vaughan, Mayor

PROPOSED BUDGET - AUGUST 13, 2025

PROPOSED TAX RATE

FY 2025-2026 PROPOSED PROPERTY TAX RATE FOR CITY OF WEST LAKE HILLS

This budget will NOT raise more revenue from property taxes than last year's budget. The property tax revenue to be raised from new property (\$38,268,817) added to the tax roll this year is \$67,653.

Property Tax Rate Comparison	FY 2024-25	FY 2025-26
Adopted Tax Rate	\$0.1786/100	\$0.176783/100
No New Revenue Tax Rate	\$0.1784/100	\$0.176783/100
Maintenance and Operations Rate	\$0.1196/100	\$0.118402/100
Debt Rate	\$0.0590/100	\$0.057699/100
Voter Approval Rate	\$0.1808/100	\$0.180245/100
De Minimis Rate	\$0.1917/100	\$0.190827/100

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

Vote

Mayor James Vaughan

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

Council Members:

Place 1 Dana Harmon

Place 2 Brian Plunkett

Place 3 Beth South

Place 4 Darin Walker

Place 5 Gordon Bowman, Mayor Pro Tem

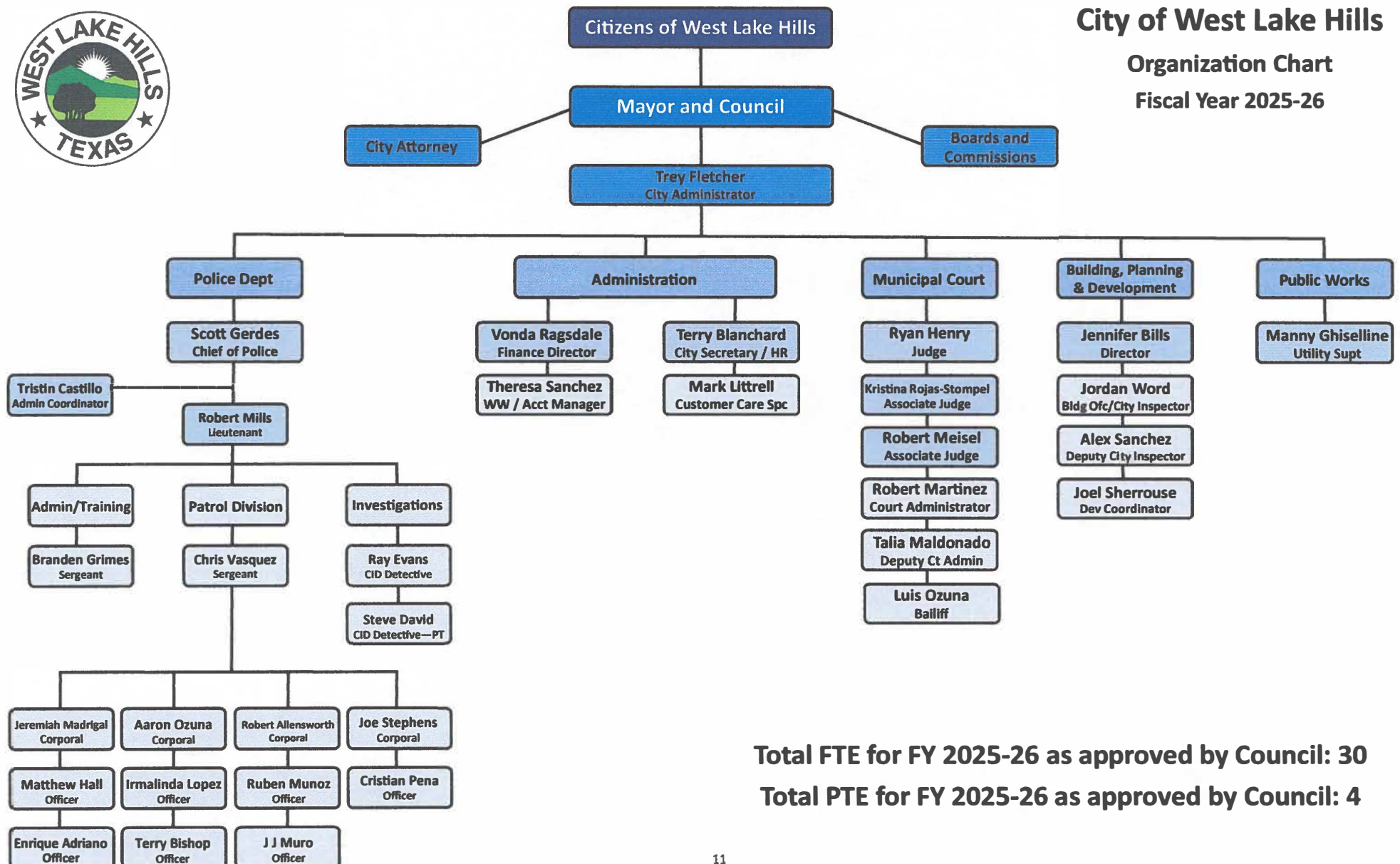
FOR	AGAINST	ABSENT
()	()	()
()	()	()
()	()	()
()	()	()
()	()	()



City of West Lake Hills

Organization Chart

Fiscal Year 2025-26



Total FTE for FY 2025-26 as approved by Council: 30

Total PTE for FY 2025-26 as approved by Council: 4

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

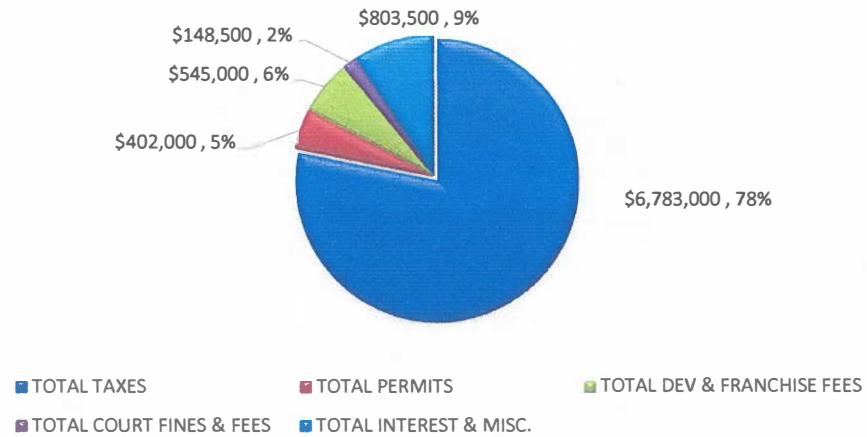
AS OF 8/13/25

	GENERAL FUNDS					
	01	04	06	07	08	
	GENERAL FUND	2021 STREET MAINT. FUND	COURT SPECIAL REVENUE FUND	PD SPECIAL REVENUE FUND	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	545,000					545,000
FINES & WARRANTS	148,500		26,200			174,700
INTEREST & MISC REVENUE	803,500			1,500	15,000	820,000
TOTAL REVENUE	\$ 8,682,000	\$ 1,400,000	\$ 26,200	\$ 1,500	\$ 15,000	\$ 10,124,700
DEPARTMENTAL EXPENSE						
ADMINISTRATION	\$ 1,443,908					\$ 1,443,908
POLICE	3,343,739			1,500		3,345,239
PLANNING & DEVELOPMENT	1,272,617					1,272,617
PUBLIC WORKS	1,228,080					1,228,080
MUNICIPAL COURT	395,762		16,000			411,762
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	\$ 8,044,956	\$ 1,400,000	\$ 21,000	\$ 1,500	\$ 31,000	\$ 9,498,456
BUDGET SURPLUS/ (SHORTFALL)	\$ 637,044	\$ -	\$ 5,200	\$ -	\$ (16,000)	\$ 626,244

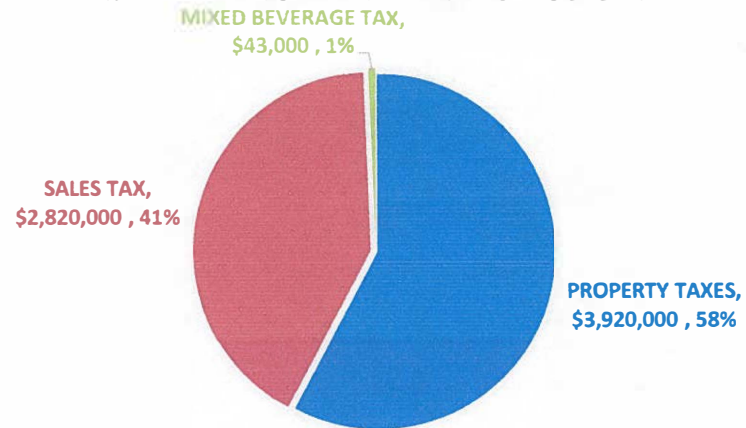
	GENERAL FUND	2021 STREET MAINT. FUND	COURT SPECIAL REVENUE FUND	PD SPECIAL REVENUE FUND	STAN GRAHAM MEMORIAL TREE FUND	TOTAL GENERAL FUNDS
Audited Ending Fund Balances - 9/30/22	\$ 10,125,776	\$ -	\$ 162,105	\$ 43,172	\$ 217,262	\$ 10,548,315
Audited Ending Fund Balances - 9/30/23	\$ 9,562,230	\$ 1,236,840	\$ 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	\$ 10,431,070	\$ 2,117,389	\$ 206,938	\$ 41,501	\$ 445,377	\$ 13,242,275
Projected EOY Fund Balances - 9/30/26	\$ 11,068,114	\$ 2,117,389	\$ 212,138	\$ 41,501	\$ 429,377	\$ 13,868,519
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>\$ 4,067,087</u>					

GENERAL FUND M&O REVENUE FY2025-2026

Total GF Revenue by Category - FY 2025-26 Budget

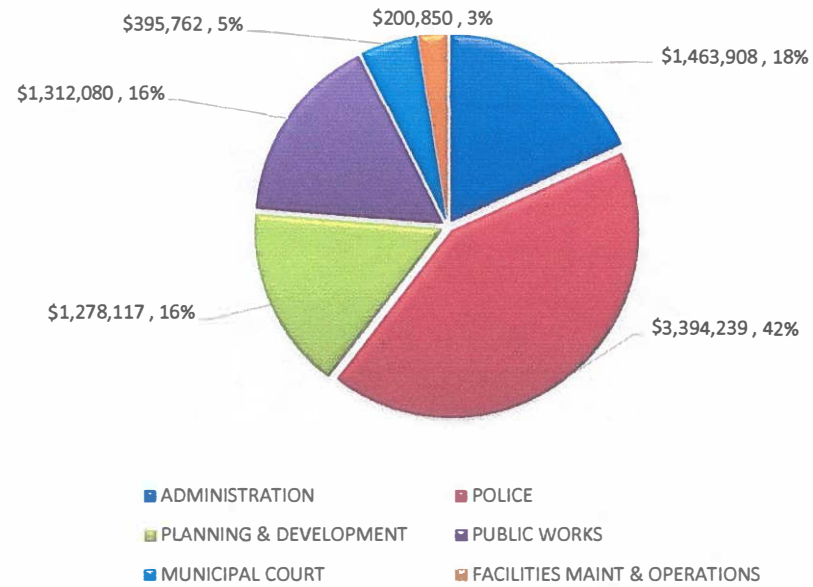


TAX REVENUE - FY 2025-26 BUDGET



GENERAL FUND M&O EXPENSES FY2025-26

GF Department Expense - FY 2025-26



CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	3,874,600	3,920,000	3,920,000	
01-40200 SALES TAX	3,814,133	2,700,666	2,720,127	2,650,000	2,393,985	2,820,000	2,820,000	
01-40250 MIXED BEVERAGE TAX	40,815	45,940	43,094	48,000	35,309	43,000	43,000	
TOTAL TAXES	5,882,055	5,982,602	6,597,190	6,618,000	6,303,894	6,783,000	6,783,000	
PERMITS								
01-41000 BUILDING PERMITS	393,337	344,291	330,662	330,000	350,586	400,000	400,000	
01-41010 TECHNOLOGY FEE - PLANNING	1,395	2,783	2,465	2,000	1,130	2,000	2,000	
TOTAL PERMITS	394,732	347,073	333,127	332,000	351,716	402,000	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	36,830	43,000	45,000	
01-42025 INSPECTION FEES	41,285	54,010	37,090	45,000	42,150	45,000	45,000	
01-42030 PLANNING ADMINISTRATIVE FEES	10,767	12,437	13,205	13,000	16,099	20,000	15,000	
01-42040 TELECOM FRANCHISE/ROW FEES	61,817	51,255	42,116	55,000	28,791	35,000	30,000	
01-42043 NATURAL GAS FRANCHISE FEES	48,783	52,262	41,576	40,000	19,334	52,442	45,000	
01-42045 ELECTRIC FRANCHISE FEES	245,517	275,005	318,427	325,000	317,689	317,689	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	492,467	555,555	545,000	
FINES & WARRANTS								
01-44000 FINES	141,280	166,746	129,128	140,000	106,324	120,000	140,000	
01-44100 WARRANT FEES	1,600	650	1,850	2,000	700	900	2,000	
01-44150 COURT ADMINISTRATIVE FEES	16,956	16,817	6,510	10,000	4,474	5,000	6,500	
TOTAL FINES & WARRANTS	159,836	184,213	137,488	152,000	111,498	125,900	148,500	
INTEREST & MISC.								
01-45000 INTEREST INCOME	81,257	565,851	789,070	550,000	633,318	750,000	675,000	
01-45005 PROPERTY TAX P & I	10,005	26,882	34,759	25,000	21,328	30,000	30,000	
01-45007 LEASES	76,177	77,900	79,662	81,885	79,648	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	440,341	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	5,082	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	1,240,155	1,367,405	803,500	
TOTAL REVENUES	7,401,091	7,920,975	8,560,462	8,554,794	8,499,729	9,233,860	8,682,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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
MAINTENANCE								
01-60050 BUILDING MAINTENANCE	3,243	21,472	4,435	5,000	16,723	20,000	0	
01-60055 COMP MAINT/SOFTWARE/ACCESSORIE	27,354	30,867	20,913	70,000	23,572	55,000	60,350	
TOTAL MAINTENANCE	30,596	52,339	25,349	75,000	40,295	75,000	60,350	
REPAIRS								
01-60140 EQUIPMENT CONTRACTS	645	1,392	1,112	2,000	914	2,000	0	
01-60190 JANITORIAL	6,141	5,857	7,513	9,000	4,157	7,000	0	
TOTAL REPAIRS	6,785	7,249	8,625	11,000	5,071	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	28,530	50,000	75,000	
01-60210.CITY ATTORNEY - LITIGATION	4,128	59,183	292,366	20,000	6,595	20,000	20,000	
01-60212 CODIFICATION	4,421	2,225	11,102	15,000	4,271	15,000	15,000	
01-60214 TAX COLLECTION EXPENSE	4,911	5,612	6,040	6,500	6,192	6,192	6,650	
01-60215 APPRAISAL DISTRICT EXPENSE	8,295	19,876	29,756	32,000	22,526	30,050	33,500	
01-60216 AUDITING SERVICES	23,160	24,720	27,180	29,000	29,450	29,450	31,000	
01-60219 CITY COUNCIL EXPENSES	0	0	1,671	3,000	1,161	3,000	3,000	
01-60220 TRAINING	4,159	15,684	7,404	16,000	10,664	16,000	18,000	
01-60221 MEMBERSHIPS/SUBSCRIPTIONS	4,649	4,005	12,408	13,000	11,205	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	1,080	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	1,356	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	11,474	14,400	16,860	
01-60280 PUBLIC NOTICES	15,153	5,561	3,736	10,000	0	5,000	10,000	
01-60290 RECORDS STORAGE & MAINTENANCE	832	1,084	699	1,450	759	1,450	1,450	
TOTAL CONTRACT SERVICES	319,578	345,090	471,163	341,700	185,272	304,792	357,860	
PAYROLL								
01-60330 SALARIES	397,471	484,597	581,157	617,380	522,386	617,380	654,479	
01-60340 PAYROLL TAX	28,983	34,296	42,263	49,395	40,048	49,395	52,315	
01-60341 RETIREMENT	67,402	78,518	109,599	123,030	106,732	123,030	131,767	
01-60342 LONGEVITY	715	895	3,055	4,065	3,335	4,065	5,085	
01-60343 VEHICLE/PHONE ALLOWANCE	6,700	10,340	23,385	23,400	19,500	23,400	23,400	
01-60344 MEDICAL/DENTAL/VISION/LIFE INS	52,441	76,815	81,447	118,605	96,711	118,605	135,000	
01-60346 WORKERS COMP INSURANCE	713	670	652	842	877	877	950	
TOTAL PAYROLL	554,424	686,132	841,557	936,717	789,589	936,752	1,002,996	

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: AUGUST 31ST, 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	6,421	7,500	10,702	
01-60440 SUNDRY	2,732	1,572	1,323	2,000	1,728	2,000	2,000	
01-60450 TELECOM/CELL/WIFI	4,692	4,207	2,968	4,500	2,223	4,500	1,000	
01-60465 GENERAL INSURANCE	2,677	3,064	2,842	3,200	3,455	3,455	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	466	500	500	
01-60490 UTILITIES	9,343	11,824	13,730	12,000	12,537	14,000	0	
TOTAL UTILITIES & SUNDRY	26,826	29,123	27,300	34,700	29,426	36,955	22,702	
<u>CAPITAL OUTLAY</u>								
01-60550 COMPUTERS/FURNITURE/EQUIP	9,243	50,361	54,213	50,000	0	50,000	10,000	
01-60553 CO-INFRASTRUCTURE RESERVE	0	0	0	0	0	0	10,000	
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	1,049,652	1,412,499	1,463,908	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	11,602	12,000	0	
01-61055 COMP MAINT/SOFTWARE/ACCESSORIE	57,249	81,284	89,408	85,000	74,116	85,000	48,500	
01-61060 VEHICLE M & O	13,638	30,539	23,801	22,000	38,192	40,000	30,000	
01-61061 FUEL	33,243	30,273	27,691	40,000	20,169	30,000	30,000	
01-61080 RADAR REP/CALIBRATION	440	400	328	1,000	558	1,000	1,000	
TOTAL MAINTENANCE	110,789	148,344	154,156	158,000	144,638	168,000	109,500	
REPAIRS								
01-61150 EQUIPMENT CONTRACTS/REPAIRS	25,959	27,169	18,919	29,000	15,892	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	20,777	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	691	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	1,814	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	2,653	5,000	5,000	
01-61240 POLICE SUPPLIES	20,489	22,691	24,489	22,000	20,322	22,000	22,000	
01-61250 POSTAGE	349	269	94	500	246	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	413	2,000	2,000	
01-61290 RECORDS STORAGE & MAINTENANCE	693	621	185	200	180	200	200	
TOTAL CONTRACT SERVICES	174,200	182,739	208,840	240,866	218,186	239,367	311,009	
PAYROLL								
01-61330 SALARIES	1,204,416	1,282,459	1,296,633	1,549,020	1,156,169	1,450,000	1,708,235	
01-61335 CERTIFICATION PAY	18,158	15,008	32,642	43,446	29,283	34,500	50,000	
01-61336 BI-LINGUAL INCENTIVE	0	0	0	2,400	200	400	2,400	
01-61340 PAYROLL TAXES	94,397	93,602	104,525	127,640	97,629	111,070	140,160	
01-61341 RETIREMENT	199,471	231,362	255,034	315,880	244,077	287,400	350,785	
01-61342 LONGEVITY	7,660	7,585	7,480	8,930	7,275	8,930	10,510	
01-61343 VEHICLE/PHONE ALLOWANCE	7,920	7,920	53,125	62,520	42,600	53,500	60,000	
01-61344 MEDICAL/DENTAL/VISION/LIFE INS	178,772	180,091	188,661	398,663	210,226	361,500	410,000	
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	1,823,199	2,343,040	2,767,830	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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
<u>UTILITIES & SUNDRY</u>								
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	19,776	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	23,627	37,500	37,500	
01-61475 COMMUNITY RELATIONS/NNO	5,713	5,322	5,788	6,000	2,148	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	14,001	18,000	18,000	
01-61485 FIRING RANGE/AMMUNITION/GUNS	10,573	10,021	7,866	8,500	4,892	8,500	8,500	
01-61490 UTILITIES	13,841	16,136	19,292	16,000	17,878	20,000	0	
TOTAL UTILITIES & SUNDRY	115,101	124,930	133,034	158,835	130,655	166,504	140,400	
<u>CAPITAL OUTLAY</u>								
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	7,711	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	139,110	336,978	50,500	
<u>TRANSFERS</u>								
TOTAL POLICE DEPARTMENT	2,285,198	2,595,640	2,675,483	3,508,403	2,476,566	3,291,889	3,394,239	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	26,276	35,500	55,000	
01-63060 VEHICLE M & O	502	912	2,156	4,200	469	4,200	4,200	
01-63061 FUEL	650	1,349	1,293	1,500	898	1,500	1,500	
TOTAL MAINTENANCE	34,941	35,096	36,064	41,200	27,643	41,200	60,700	
REPAIRS								
01-63140 EQUIPMENT CONTRACTS	0	812	890	1,250	914	1,250	0	
01-63157 CODE COMPLIANCE EXPENSE	400	161	34	500	0	500	500	
TOTAL REPAIRS	400	973	924	1,750	914	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	118,960	91,000	59,000	
01-63206 DRAINAGE MANUAL	0	0	0	0	0	0	50,000	
01-63207 CITY ENGINEER	0	0	327,666	200,000	116,651	200,000	200,000	
01-63210 CITY ATTORNEY FEES	26,721	26,765	12,961	25,000	11,572	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	278	1,500	1,500	
01-63240 MEMBERSHIPS/PROFESSIONAL FEES	1,307	1,997	2,290	4,000	1,498	4,000	4,000	
01-63245 INSP/PLAN REVIEWS-3RD PARTY	68,683	68,144	51,098	60,000	37,775	50,000	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	20,108	25,000	17,000	
01-63270 PRINTING	2,271	1,517	1,001	1,000	345	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	917	1,100	1,100	
TOTAL CONTRACT SERVICES	270,032	440,916	472,495	402,600	312,201	409,100	438,750	
PAYROLL								
01-63330 SALARIES	368,315	348,766	378,736	391,195	330,917	391,195	478,246	
01-63336 BI-LINGUAL INCENTIVE	0	1,200	1,200	1,200	1,000	1,200	1,200	
01-63340 PAYROLL TAX	28,612	26,302	29,315	31,312	26,895	31,312	38,342	
01-63341 RETIREMENT	61,040	57,032	71,189	77,965	67,719	77,965	96,573	
01-63342 LONGEVITY	1,900	1,960	475	410	335	410	705	
01-63343 VEHICLE/PHONE ALLOWANCE	4,280	4,130	17,290	16,440	13,744	16,440	20,400	
01-63344 MEDICAL/DENTAL/VISION/LIFE INS	39,196	50,218	61,336	88,814	62,010	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	503,521	608,238	749,667	

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: AUGUST 31ST, 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	3,074	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	1,000	1,000	500	
01-63485 UNIFORMS	944	624	1,264	1,300	538	1,300	1,300	
TOTAL UTILITIES & SUNDRY	7,731	7,666	7,864	22,950	22,186	24,408	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	873,559	1,091,791	1,278,117	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
PUBLIC WORKS

	2021-2022	2022-2023	2023-2024	CURRENT	2024-2025	PROJECTED	REQUESTED	2025-2026	PROPOSED
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	YEAR END	BUDGET		SELECTED
					ACTUAL		PB		
MAINTENANCE									
01-64055 COMPUTER MAINT/SOFTWARE/ACCESS	0	0	0	3,500	2,105	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	2,135	4,600	9,500		
REPAIRS									
01-64151 DRAINAGE REPAIRS & MAINT	78,741	53,693	110,323	150,000	102,745	150,000	150,000		
01-64155 ROW MAINTENANCE	212,801	98,253	150,361	150,000	117,869	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	179	250	250		
01-64175 STREET REPAIRS	7,924	7,982	5,852	10,000	2,510	10,000	20,000		
TOTAL REPAIRS	300,044	2,113,432	426,886	439,450	235,868	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	471,970	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	22	1,000	1,000		
TOTAL CONTRACT SERVICES	482,364	526,678	546,149	570,000	472,282	570,000	599,500		
PAYROLL									
01-64330 SALARIES	0	0	0	120,000	45,926	61,300	105,080		
01-64340 PAYROLL TAX	0	0	0	9,495	3,734	5,075	8,352		
01-64341 RETIREMENT	0	0	0	23,650	9,134	12,500	21,038		
01-64343 VEHICLE/PHONE ALLOWANCE	0	0	0	3,960	2,890	5,050	3,960		
01-64344 MEDICAL/DENTAL/VISION/LIFE INS	0	0	0	15,390	8,400	11,700	17,950		
01-64346 WORKERS COMP INSURANCE	0	0	0	350	0	0	350		
TOTAL PAYROLL	0	0	0	172,845	70,085	95,625	156,730		
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	996	1,000	1,000		
TOTAL UTILITIES & SUNDRY	0	130	775	4,376	4,364	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: AUGUST 31ST, 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	869,023	1,205,113	1,312,080	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
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
MAINTENANCE								
REPAIRS								
01-67140 EQUIPMENT CONTRACTS	0	812	890	1,000	914	1,000	0	
01-67150 COMP MAINT/SOFTWARE/ACCESSORIE	24,457	27,706	29,960	29,500	26,712	29,500	17,650	
TOTAL REPAIRS	24,457	28,518	30,849	30,500	27,626	30,500	17,650	
CONTRACT SERVICES								
01-67220 TRAINING	2,520	4,405	3,158	3,000	3,687	3,700	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	425	1,250	1,000	
01-67250 POSTAGE	816	838	530	800	43	500	800	
01-67260 PROSECUTOR FEES	28,177	57,171	33,236	40,000	37,924	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	14	15	15	
TOTAL CONTRACT SERVICES	41,767	74,202	40,535	45,350	42,393	45,765	59,115	
PAYROLL								
01-67330 SALARIES	145,913	158,827	169,392	187,120	149,197	187,120	200,475	
01-67336 BI-LINGUAL INCENTIVE	0	1,200	1,200	1,200	1,000	1,200	2,400	
01-67340 PAYROLL TAXES	11,313	11,857	13,405	15,230	12,162	15,230	16,250	
01-67341 RETIREMENT	21,142	23,460	29,644	32,473	28,132	32,473	33,842	
01-67342 LONGEVITY	1,330	1,805	2,065	2,560	1,965	2,560	2,560	
01-67343 VEHICLE/PHONE ALLOWANCE	0	2,090	8,250	7,920	6,600	7,920	7,920	
01-67344 MEDICAL/DENTAL/VISION/LIFE INS	24,752	26,026	27,948	44,407	34,392	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	234,278	291,739	313,147	
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	1,755	2,000	300	
01-67465 GENERAL INSURANCE	588	761	664	700	943	943	1,000	
01-67475 PUBLIC EDUCATION/COMM RELATION	155	250	0	250	53	250	0	
01-67477 TEAM DEVELOPMENT	0	0	0	0	0	0	250	
01-67485 UNIFORMS	0	200	176	200	63	200	200	
TOTAL UTILITIES & SUNDRY	5,554	6,115	2,159	5,815	6,883	7,461	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	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
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
TRANSFERS								
TOTAL MUNICIPAL COURT	276,889	339,217	326,107	373,227	311,179	375,465	395,762	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2025
FY2025-2026 PROPOSED BUDGET

01 -GENERAL FUND
FACILITIES MAINT & OPERAT

	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								
01-68050 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	10,007	10,000	35,000	
TOTAL UTILITIES & SUNDRY	0	0	0	18,750	10,007	23,750	92,600	
TOTAL FACILITIES MAINT & OPERAT	0	0	0	38,750	10,007	43,750	200,850	
TOTAL EXPENDITURES	5,595,174	8,484,521	6,504,975	7,797,075	5,589,986	7,420,507	8,044,957	
REVENUE OVER/ (UNDER) EXPENDITURES	1,805,917	(563,546)	2,055,487	757,719	2,909,744	1,813,353	637,043	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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
<u>TAXES</u>								
04-40200 SALES TAX	0	1,350,333	1,360,063	1,300,000	1,196,993	1,400,000	1,400,000	
TOTAL TAXES	0	1,350,333	1,360,063	1,300,000	1,196,993	1,400,000	1,400,000	
TOTAL REVENUES	0	1,350,333	1,360,063	1,300,000	1,196,993	1,400,000	1,400,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	Y-T-D	PROJECTED	REQUESTED	PROPOSED
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
							PB	SELECTED
CONTRACT SERVICES								
04-64205 CONSULTANT FEES	0	113,493	111,300	50,000	475	475	0	
04-64207 ENGINEERING	0	0	0	0	15,075	15,075	0	
TOTAL CONTRACT SERVICES	0	113,493	111,300	50,000	15,550	15,550	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	1,341,597	1,451,420	1,400,000	
TOTAL EXPENDITURES	0	113,493	428,095	1,169,140	1,341,597	1,451,420	1,400,000	
REVENUE OVER/(UNDER) EXPENDITURES	0	1,236,840	931,969	130,860	(144,605)	(51,420)	0	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
 PROPOSED BUDGET WORKSHEET
 AS OF: AUGUST 31ST, 2025
 FY2025-2026 PROPOSED BUDGET

06 -COURT SPECIAL REVENUE

REVENUES	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
<u>FINES & WARRANTS</u>								
06-44170 LTPDF-LOCAL TRUANCY PREVENTION	6,420	7,440	6,420	6,000	5,165	6,000	6,000	
06-44180 LMJF-LOCAL MUNICIPAL JURY FUND	128	149	128	100	103	110	100	
06-44200 SECURITY FEES	6,663	7,447	6,464	6,000	5,141	6,000	6,000	
06-44300 TECHNOLOGY FEES	5,628	6,153	5,372	5,100	3,827	5,100	5,100	
TOTAL FINES & WARRANTS	18,839	21,189	18,384	17,200	14,236	17,210	17,200	
<u>CHILD SAFETY REVENUE</u>								
06-45015 CHILD SAFETY & HEALTH REVENUE	10,704	12,060	8,912	9,000	7,224	9,000	9,000	
TOTAL CHILD SAFETY REVENUE	10,704	12,060	8,912	9,000	7,224	9,000	9,000	
 TOTAL REVENUES	 29,543	 33,249	 27,296	 26,200	 21,460	 26,210	 26,200	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	6,227	7,500	9,000	
06-67291 TECHNOLOGY EXPENSE	1,571	3,863	3,382	6,000	4,633	6,000	6,000	
06-67292 TRANSLATION SERVICES	340	923	998	1,000	166	1,000	1,000	
TOTAL CONTRACT SERVICES	4,714	10,567	9,335	13,000	11,026	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	11,026	19,500	21,000	
TOTAL EXPENDITURES	4,714	10,567	11,855	18,000	11,026	19,500	21,000	
REVENUE OVER/ (UNDER) EXPENDITURES	24,829	22,682	15,441	8,200	10,434	6,710	5,200	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2025
FY2025-2026 PROPOSED BUDGET

07 -PD 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
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: AUGUST 31ST, 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: AUGUST 31ST, 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
<u>REVENUE</u>								
08-40200 OAK WILT FEE	17,250	13,950	10,950	9,000	14,850	15,000	15,000	
08-40260 TREE REPLACEMENT REVENUE	31,100	79,100	157,013	0	39,989	39,989	0	
TOTAL REVENUE	<u>48,350</u>	<u>93,050</u>	<u>167,963</u>	<u>9,000</u>	<u>54,839</u>	<u>54,989</u>	<u>15,000</u>	
<u>DONATIONS</u>								
08-45020 DONATIONS-STAN GRAHAM	0	75	1,031	0	0	0	0	
TOTAL DONATIONS	<u>0</u>	<u>75</u>	<u>1,031</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
TOTAL REVENUES	48,350	93,125	168,994	9,000	54,839	54,989	15,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	Y-T-D	PROJECTED	REQUESTED	PROPOSED	
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	
							PB	SELECTED	
MAINTENANCE									
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		
REPAIRS									
08-60156 CITY SIGN/MEDIAN MAINT&LNDS CP	1,140	8,275	14,968	5,000	16,258	20,000	20,000		
TOTAL REPAIRS	1,140	8,275	14,968	5,000	16,258	20,000	20,000		
PAYROLL									
08-60305 CONTRACT ARBORIST	0	0	0	0	0	0	6,000		
TOTAL PAYROLL	0	0	0	0	0	0	6,000		
UTILITIES & SUNDRY									
TOTAL TREE FUND	24,113	35,139	23,854	15,000	16,258	30,000	31,000		
TOTAL EXPENDITURES	24,113	35,139	23,854	15,000	16,258	30,000	31,000		
REVENUE OVER/ (UNDER) EXPENDITURES	24,237	57,986	145,140	(6,000)	38,581	24,989	(16,000)		

*** END OF REPORT ***

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

AS OF 8/13/25

WASTEWATER (WW) FUNDS			
02	10	11	
WW FUND	WW DEBT SERVICE FUND	WW CONSTR. FUND	TOTAL WW FUNDS
REVENUES			
\$ -	\$ -	\$ -	\$ -
2,986,361	450	23,000	3,009,811
\$ 2,986,361	\$ 450	\$ 23,000	\$ 3,009,811
EXPENSES			
\$ -	\$ -	\$ -	\$ -
2,781,165	-	-	2,781,165
\$ 2,781,165	\$ -	\$ -	\$ 2,781,165
BUDGET SURPLUS/ (SHORTFALL)			
\$ 205,196	\$ 450	\$ 23,000	\$ 228,646

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	\$ 5,764,038	\$ 5,992,684
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	\$4,589,493.00	\$4,818,139.00

WW-I

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	2,045,939	2,600,000	2,600,000	
02-50200 WASTEWATER PENALTIES	14,087	11,371	12,774	5,000	5,470	8,000	8,000	
02-50250 INDUSTRIAL SURCHARGE REVENUE	31,707	35,750	96,973	50,000	71,076	94,395	95,000	
02-50300 REIMBURSEMENT REVENUE	7,580	7,800	8,022	8,000	5,362	8,000	8,000	
02-50310 GRINDER PUMP MAINTENANCE FEE	0	0	0	139,000	93,803	139,000	144,000	
02-50400 ENGINEERING ASSESSMENT FEE	1,503	4,740	2,431	300	2,430	2,430	300	
02-50500 ADMINISTRATIVE FEES	4,489	5,059	3,965	2,000	2,944	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	15,322	15,322	7,661	
02-50750 INTEREST INCOME	298	1,780	2,148	1,600	23,709	45,000	120,000	
TOTAL REVENUE	2,398,449	2,496,797	2,708,678	2,813,561	2,266,055	2,915,547	2,986,361	
TOTAL REVENUES	2,398,449	2,496,797	2,708,678	2,813,561	2,266,055	2,915,547	2,986,361	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	18,625	40,000	0	
02-60220 TREATMENT CHARGES (COA)	412,631	446,520	501,882	500,000	417,979	540,000	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	48,618	63,600	65,600	
02-60240 LEGAL SERVICES	0	1,660	0	1,500	0	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	8,637	10,000	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	184	200	150	
TOTAL CONTRACT SERVICES	701,276	879,539	996,196	999,020	784,623	1,189,520	1,076,170	
PAYROLL								
UTILITIES & SUNDRY								
02-60410 ENGINEERING	21,087	36,755	124,264	100,000	64,715	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	75,116	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	967,741	2,824,320	2,781,165	
TOTAL EXPENDITURES	1,578,490	1,754,485	1,946,081	2,668,419	967,741	2,824,320	2,781,165	
REVENUE OVER/(UNDER) EXPENDITURES	819,959	742,312	762,597	145,142	1,298,314	91,227	205,197	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2025
FY2025-2026 PROPOSED BUDGET

10 -WASTEWATER DEBT SERVICE

REVENUES	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
INCOME								
10-40100 INTEREST INCOME	112	1,270	893	900	410	450	450	
TOTAL INCOME	112	1,270	893	900	410	450	450	
TOTAL REVENUES	112	1,270	893	900	410	450	450	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	410	450	450	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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
<u>INCOME</u>								
11-40100 INTEREST INCOME	4,023	23,995	28,957	25,000	21,093	25,000	23,000	
TOTAL INCOME	4,023	23,995	28,957	25,000	21,093	25,000	23,000	
TOTAL REVENUES	4,023	23,995	28,957	25,000	21,093	25,000	23,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	21,093	25,000	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 8/13/25

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	\$ 1,741,221	\$ 1,802,721
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	\$ 1,707,495	\$ 1,757,495
FUND 23	\$ -	\$ 9,557,478	\$ 9,889,430	\$ -	\$ -
	\$ 17,963,484	\$ 26,749,575	\$ 17,456,030	\$ 1,741,221	\$ 1,802,721

2022 GO/2023 CO BOND FUNDS - I

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	1,959,762	1,962,219	1,959,219	
21-40105 PROPERTY TAX P&I	0	0	0	0	10,787	11,500	11,500	
TOTAL REVENUE	0	1,353,156	1,978,581	1,365,344	1,970,550	1,973,719	1,970,719	
INTEREST & MISC								
21-45000 INTEREST INCOME	7	518	1,071	1,000	782	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	782	850	850	
TOTAL REVENUES	10,582	1,361,681	1,979,652	1,366,344	1,971,331	1,974,569	1,971,569	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2025
FY2025-2026 PROPOSED BUDGET

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

	2021-2022	2022-2023	2023-2024	CURRENT	2024-2025	2025-2026		
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	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	730,344	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	391,875	391,875	381,375	
TOTAL CAPITAL OUTLAY	0	1,364,139	1,965,550	1,365,344	1,962,219	1,962,219	1,959,219	
TOTAL 2022 GO BOND FUND I&S	0	1,364,139	1,965,550	1,365,694	1,962,219	1,963,069	1,960,069	
TOTAL EXPENDITURES	0	1,364,139	1,965,550	1,365,694	1,962,219	1,963,069	1,960,069	
REVENUE OVER/(UNDER) EXPENDITURES	10,582	(2,458)	14,102	650	9,112	11,500	11,500	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2025
FY2025-2026 PROPOSED BUDGET

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	333,706	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	333,706	350,000	50,000	
TOTAL REVENUES	25,430,815	917,874	76,213	13,597,478	885,565	13,871,294	50,000	

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 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	10,154,347	12,788,000	0	
22-64502 CITY HALL PROJECT MANAGER	0	146,969	220,492	125,000	149,955	183,727	0	
22-64503 CITY HALL-GEO & MATERIAL TEST	0	21,066	40,373	0	29,074	29,370	0	
22-64504 CITY HALL-ARCHITECTURE EXPENSE	0	708,217	1,031,059	300,000	173,467	364,369	0	
22-64505 CAMP CRAFT/EANES CREEK	204,649	128,503	677,435	3,740,000	3,223,798	3,365,100	0	
22-64510 LAUREL VALLEY RD	185,390	151,332	42,041	665,000	397,820	397,500	0	
22-64515 REDBUD TRAIL	136,822	93,992	1,105,604	730,000	957,004	957,004	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	673,400	673,400	0	
22-64530 YAUPON VALLEY RD	120,446	110,459	937,919	600,000	249,249	250,953	0	
22-64535 ROADS-PROJECT MANAGEMENT	0	71,577	54,531	100,000	105,856	198,750	0	
22-64550 CITY HALL-FURN/FIXTURES/EQUIP	0	0	0	0	189,308	500,000	0	
TOTAL CAPITAL OUTLAY	7,193,834	1,686,803	9,715,462	19,480,000	16,303,278	19,708,173	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	16,303,278	19,708,173	0	
TOTAL EXPENDITURES								
	7,477,912	1,686,803	9,715,812	19,480,000	16,303,278	19,708,173	0	
REVENUE OVER/ (UNDER) EXPENDITURES								
	17,952,902	(768,929)	(9,639,600)	(5,882,522)	(15,417,713)	(5,836,879)	50,000	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: AUGUST 31ST, 2025
FY2025-2026 PROPOSED BUDGET

23 -2023 CO BOND 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								
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: AUGUST 31ST, 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	\$2,944,359,179				-9.59%
VALUE UNDER PROTEST-July 25th	\$1,060,387,402	\$163,338,320	\$69,970,954	\$230,317,162	\$68,878,260	\$454,341,551				
TOTAL TAXABLE (at year end)	\$2,389,494,401	\$ 2,593,827,801	\$ 3,075,120,968	\$3,264,590,194	\$3,321,813,273	\$3,395,570,861				2.22%
TOTAL NEW PROPERTY	\$34,359,586	\$27,109,456	\$18,465,628	\$35,497,901	\$54,399,099	\$38,268,817				
TOTAL TAXABLE W/O NEW PROPERTY	\$2,355,134,815	\$2,566,718,345	\$3,056,655,340	\$3,229,092,293	\$3,267,414,174	\$3,357,302,044				2.75%
APPRAISED VALUE	\$2,663,870,394	\$ 2,993,334,812	\$4,244,779,564	\$4,306,492,637	\$3,807,664,951	\$4,039,713,140				6.09%
AVERAGE APPRAISED RESIDENCE	\$1,362,306	\$1,639,087	\$2,584,484	\$2,604,792	\$2,233,012	\$2,581,491				15.61%
AVERAGE TAXABLE RESIDENCE	\$1,329,391	\$1,467,444	\$1,698,274	\$1,856,906	\$1,993,778	\$2,165,770				8.63%
VOTER-APPROVAL RATE	0.0786	0.0767	0.1504	0.1667	0.1808	0.180246				-0.31%
ADOPTED TAX RATE	0.0786	0.0786	0.1504	0.1786	0.1786	0.176783	Proposed Rate			
TOTAL TAX LEVY	\$ 1,878,142.60	\$ 2,038,748.65	\$ 4,624,981.94	\$5,830,558.09	\$5,932,758.51	\$5,935,151.97				
COLLECTION RATE	99%	99%	99%	99%	99%	100%				
	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	0.176783	0.118402	0.057699	-\$39.34	-\$74.99	\$3,828.72	\$5,935,152	\$3,975,933	\$1,959,219	\$0
Current Rate	0.178600	0.118888	0.057699	\$0.00	\$39.34	\$3,868.07	\$5,996,141	\$4,036,923	\$1,959,219	\$60,989
Voter-Approval Rate	0.180246	0.122547	0.057699	\$35.64	\$74.99	\$3,903.71	\$6,142,882	\$4,183,664	\$1,959,219	\$207,730
Voter-Approval Rate w/Unused Increment	0.182399	0.124700	0.057699	\$82.27	\$121.62	\$3,950.34	\$6,357,883	\$6,357,883	\$0	\$215,001
De Minimis Rate*	0.190827	0.133127	0.057699	\$264.80	\$304.15	\$4,132.87	\$6,435,152	\$4,475,933	\$1,959,219	\$500,000



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>August 13, 2025</u>	Item Number:	<u>8</u>
Department:	<u>Admin/Finance</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>n/a</u>
	<u>TCAD - FY2025-26</u>		
	<u>Certified Appraisal Roll</u>		
	<u>Estimate & 2025 Truth in</u>		
Exhibits:	<u>Taxation Calculations</u>	Source of Funds:	<u>n/a</u>

Subject

Discuss and consider action to approve the Certified Appraisal Roll Estimate and the proposed Ad Valorem Tax Rate for Maintenance and Operations and for the Debt Service Tax Rate for the Fiscal Year 2025-26 Proposed Budget.

Recommendation

Approve the Certified Appraisal Roll Estimate and approve the proposed No New Revenue Ad Valorem Tax Rate for Maintenance and Operations of \$0.118402/\$100 and for the Debt Service Tax Rate of \$0.057699/\$100 for the Fiscal Year 2025-26 Proposed Budget.

Discussion

The Proposed Budget tax rate is lower than last year \$0.176783/\$100. This will raise the same amount of revenue from property taxes as last year's budget.

Certified Appraised Roll Estimate \$3,357,302,044
Proposed Tax Rate \$0.176783/\$100
Debt Service Tax Rate \$0.057699/\$100
Maintenance & Operations Tax Rate \$0.118402/\$100

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER



LEANA MANN
CHIEF APPRAISER

BOARD MEMBERS
JETT HANNA
JOHN HAVENSTRITE
CELIA ISRAEL
DICK LAVINE
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

July 19, 2025

CITY OF WEST LAKE HILLS

THE HONORABLE JAMES VAUGHAN, CITY ADMINISTRATOR
911 WESTLAKE DRIVE
WEST LAKE HILLS, TX 78746

In accordance with Tax Code Section 26.01(a-1), enclosed is the **2025 Certified Net Taxable Value** for your taxing unit. The values in the Certified Estimate shall be used to calculate the no-new-revenue tax rate and the voter-approval tax rate, per Tax Code Section 26.04(c-2). The value remaining under protest is reported, pursuant to Tax Code Section 26.01(c), as the owner's opinion of value or the preceding year's value, whichever is lower. Therefore, it is a conservative estimate.

The following pages included with your Certified Value provide information to assist you in completing the Truth in Taxation calculations and postings. Line 16 of the TNT worksheet 50-856, which covers taxes refunded for years preceding the prior tax year, has been provided for entities with a collection agreement with the Travis County Tax Office.

The calculated tax rates and hearing date information should be posted to the taxing unit portal maintained by the appraisal district, as required in Tax Code Section 26.17(e). For taxing units required to comply with Tax Code Section 26.04(e), the 26.17(e) postings should be completed by August 7, 2025.

Approved Net Taxable	\$2,944,359,179
Certification Percentage	81.65%
Section 26.01(c) Net Taxable Value Under Protest	\$454,341,551
Net Taxable Value	\$3,398,700,730
Freeze Adjusted Taxable Value	\$3,398,700,730

Sincerely,

Leana Mann, RPA, CCA, CGFO
Chief Appraiser
Lmann@tcadcentral.org
(512) 834-9317 Ext. 405

Tax Rate Calculation Worksheet- Taxing Units Other Than School Districts or Water Districts

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).	\$3,282,450,492
2	Prior year tax ceilings. Counties, cities, and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.	\$ 0
3	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$3,282,450,492
4	Prior year total adopted tax rate.	0.178600 /\$100
5	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: <u>\$94,279,728</u> B. Prior year values resulting from final court decisions: <u>\$88,600,000</u> C. Prior year value loss. Subtract B from A	\$5,679,728
6	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: <u>\$38,016,185</u> B. Prior year disputed value: <u>\$3,801,619</u> C. Prior year undisputed value. Subtract B from A.	\$34,214,566
7	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$39,894,294
8	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$3,322,344,786
9	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, of the prior year. Enter the prior year value of property in deannexed territory.	\$ 0
10	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: <u>\$ 0</u> B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: <u>\$531,513</u> C. Value loss. Add A and B	\$531,513
11	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: <u>\$ 0</u> B. Current year productivity or special appraised value: <u>\$ 0</u> C. Value loss. Subtract B from A.	\$ 0
12	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$531,513
13	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. 8 If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$3,321,813,273
15	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$5,932,759
16	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year.	\$2,393

Tax Rate Calculation Worksheet- Taxing Units Other Than School Districts or Water Districts

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
17	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16.	\$5,935,152
18	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. A. Certified values: \$2,944,359,179 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: \$3,129,869 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below: \$ 0 E. Total current year value. Add A and B, then subtract C and D. \$2,941,229,310	
19	Total value of properties under protest or not included on certified appraisal roll. A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest: \$454,341,551 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll: \$ 0 C. Total value under protest or not certified. Add A and B. \$454,341,551	
20	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.	\$ 0
21	Current year total taxable value. Add Lines 18E and 19C. Subtract Line 20.	\$3,395,570,861
22	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed.	\$ 0
23	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year.	\$38,268,817
24	Total adjustments to the current year taxable value. Add Lines 22 and 23.	\$38,268,817
25	Adjusted current year taxable value. Subtract Line 24 from Line 21.	\$3,357,302,044
26	Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100.	0.176783 /\$100

Tax Rate Calculation Worksheet- Taxing Units Other Than School Districts or Water Districts**Notice of Public Hearing – Budget/Tax Rate Information:**

2024 Average appraised value of properties with a homestead exemption	\$2,233,012
2024 Total appraised value of all property	\$3,807,664,951
2024 Total appraised value of all new property	\$59,129,894
2024 Average taxable value of properties with a homestead exemption	\$1,996,604
2024 Total taxable value of all property	\$3,320,466,677
2024 Total taxable value of all new property	\$54,399,099
2025 Average appraised value of properties with a homestead exemption	\$2,581,491
2025 Total appraised value of all property	\$4,039,713,140
2025 Total appraised value of all new property	\$38,273,974
2025 Average taxable value of properties with a homestead exemption	\$2,165,770
2025 Total taxable value of all property	\$3,398,700,730
2025 Total taxable of all new property	\$38,268,817

***Please join us for our annual Truth in Taxation Portal Training on Monday, July 28, 2025, at 10 a.m.
Register for the webinar at Traviscad.org/TNT.***

APPRAISAL TOTALS

7-19-2025

Run ID: 5607

Type: Adjusted Certified Totals

Year: 2025

As of Roll Correction: 1

Property Type List: All

Taxing Unit List: All

Taxing Unit Selection Type: All

Mineral Company:

Tag List:

Property List:

Custom Query:

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (1,423)	(Count) (274)	(Count) (1,697)
Land HS Value	1,282,732,032	314,570,840	1,597,302,872
Land NHS Value	407,127,735	25,610,435	432,738,170
Land Ag Market Value	17,079,101	1,639,206	18,718,307
Land Timber Market Value	0	0	0
Total Land Value	1,706,938,868	341,820,481	2,048,759,349
Improvement HS Value	1,269,503,734	416,298,946	1,685,802,680
Improvement NHS Value	436,531,232	20,758,368	457,289,600
Total Improvement	1,706,034,966	437,057,314	2,143,092,280
Market Value	3,412,973,834	778,877,795	4,191,851,629
BUSINESS PERSONAL PROPERTY	(856)	(11)	(867)
Market Value	65,338,309	3,005,881	68,344,190
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (2,279)	(Total Count) (285)	(Total Count) (2,564)
TOTAL MARKET	3,478,312,143	781,883,676	4,260,195,819
Ag Productivity	4,586	277	4,863
Ag Loss (-)	17,074,515	1,638,929	18,713,444
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	3,461,237,628	780,244,747	4,241,482,375
	77.5%	22.5%	100.0%
HS CAP Limitation Value (-)	282,235,415	152,389,369	434,624,784
CB CAP Limitation Value (-)	14,372,282	9,524,284	23,896,566
NET APPRAISED VALUE	3,164,629,931	618,331,094	3,782,961,025
Total Exemption Amount	220,270,752	1,090,817	221,361,569
NET TAXABLE	2,944,359,179	617,240,277	3,561,599,456
TAX LIMIT/FREEZE ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (I&S)	2,944,359,179	617,240,277	3,561,599,456
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	2,944,359,179	617,240,277	3,561,599,456

APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
\$6,361,016.63 = 3,561,599,456 * (0.178600 / 100)

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
OV65-Local	1,507,325	381	375,328	98	1,882,653	479
OV65-State	0	0	0	0	0	0
OV65-Prorated	0	0	0	0	0	0
OV65S-Local	80,000	20	8,000	2	88,000	22
OV65S-State	0	0	0	0	0	0
OV65S-Prorated	0	0	0	0	0	0
DVHS	4,729,845	2	0	0	4,729,845	2
DVHS-Prorated	0	0	0	0	0	0
Subtotal for Homestead Exemptions	6,317,170	403	383,328	100	6,700,498	503
Disabled Veterans Exemptions						
DV1	22,000	3	12,000	1	34,000	4
DV2	7,500	1	0	0	7,500	1
DV3	0	1	0	0	0	1
DV4	24,000	2	12,000	1	36,000	3
Subtotal for Disabled Veterans Exemptions	53,500	7	24,000	2	77,500	9
Special Exemptions						
PC	0	0	14,275	1	14,275	1
SO	2,754,116	67	361,478	14	3,115,594	81
Subtotal for Special Exemptions	2,754,116	67	375,753	15	3,129,869	82
Absolute Exemptions						
EX-XJ	40,323,645	2	0	0	40,323,645	2
EX-XJ-PRORATED	0	0	0	0	0	0
EX-XO	9,517	2	0	0	9,517	2
EX-XO-PRORATED	0	0	0	0	0	0
EX-XV	170,555,342	49	307,736	1	170,863,078	50
EX-XV-PRORATED	0	0	0	0	0	0
EX366	257,462	233	0	0	257,462	233
Subtotal for Absolute Exemptions	211,145,966	286	307,736	1	211,453,702	287
Total:	220,270,752	763	1,090,817	118	221,361,569	881

New Value

Total New Market Value: \$38,273,974
Total New Taxable Value: \$38,268,817

JETI

New Market Value: \$0
New Taxable Value: \$0

Chapter 313

New Market Value: \$0
New Taxable Value: \$0

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
Absolute Exemption Value Loss:		0	0

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
DV4	Disabled Veterans 70% - 100%	1	12,000
OV65	Over 65	4	16,000
SO	Solar (Special Exemption)	11	503,513
Partial Exemption Value Loss:		16	531,513
Total NEW Exemption Value			531,513

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		0	0
Total Exemption Value Loss:			531,513

Average Homestead Value

Category	Count of HS	Average Market	Average Exemption	Average Taxable
A Only	1,045	2,581,491	4,526	2,165,770
A & E	1,046	2,582,443	4,522	2,165,668

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
285	781,883,676	561,400,997	454,341,551

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	1,118		22,850,571	2,542,502,314	2,242,508,134
B	Multifamily Residential	24		0	28,298,143	27,537,955
C1	Vacant Lots and Tracts	84		0	84,087,852	81,691,281
D1	Qualified Open-Space Land	7	45.2	0	17,079,101	4,586
D2	Farm or Ranch Improvements on Qualified	1		0	0	0
E	Rural Land,Not Qualified for Open-Space Land	6		0	4,951,551	3,419,641
F1	Commercial Real Property	55		1,495,633	368,494,228	367,445,477
F2	Industrial Real Property	171		0	157,562,132	157,562,132
J2	Gas Distribution Systems	2		0	702,000	702,000
J4	Telephone Companies (including Co-ops)	5		0	1,280,220	1,280,220
J7	Cable Companies	3		0	2,723,806	2,723,806
L1	Commercial Personal Property	593		0	57,667,688	57,667,688
L2	Industrial and Manufacturing Personal Property	11		0	1,738,787	1,738,787
M1	Mobile Homes	1		0	78,355	77,472
XB	Income Producing Tangible Personal	233		0	266,979	0
XJ	Private Schools (\$11.21)	3		0	40,323,645	0
XV	Other Totally Exempt Properties (including	51		0	170,555,342	0
Totals:			45.2	24,346,204	3,478,312,143	2,944,359,179

Under Review						
Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	243		13,927,770	732,892,308	573,058,611
C1	Vacant Lots and Tracts	29		0	34,286,083	31,443,799
D1	Qualified Open-Space Land	1	02.39	0	1,639,206	277
F2	Industrial Real Property	10		0	3,282,191	3,275,713
L1	Commercial Personal Property	11		0	3,005,881	2,991,606
O	Residential Inventory	7		0	6,470,271	6,470,271
XV	Other Totally Exempt Properties (including	1		0	307,736	0
Totals:			2.39	13,927,770	781,883,676	617,240,277

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	1,361		36,778,341	3,275,394,622	2,815,566,745
B	Multifamily Residential	24		0	28,298,143	27,537,955
C1	Vacant Lots and Tracts	113		0	118,373,935	113,135,080
D1	Qualified Open-Space Land	8	47.59	0	18,718,307	4,863
D2	Farm or Ranch Improvements on Qualified	1		0	0	0
E	Rural Land,Not Qualified for Open-Space Land	6		0	4,951,551	3,419,641
F1	Commercial Real Property	55		1,495,633	368,494,228	367,445,477
F2	Industrial Real Property	181		0	160,844,323	160,837,845
J2	Gas Distribution Systems	2		0	702,000	702,000
J4	Telephone Companies (including Co-ops)	5		0	1,280,220	1,280,220
J7	Cable Companies	3		0	2,723,806	2,723,806
L1	Commercial Personal Property	604		0	60,673,569	60,659,294
L2	Industrial and Manufacturing Personal Property	11		0	1,738,787	1,738,787
M1	Mobile Homes	1		0	78,355	77,472
O	Residential Inventory	7		0	6,470,271	6,470,271
XB	Income Producing Tangible Personal	233		0	266,979	0
XJ	Private Schools (\$11.21)	3		0	40,323,645	0
XV	Other Totally Exempt Properties (including	52		0	170,863,078	0
Totals:			47.59	38,273,974	4,260,195,819	3,561,599,456

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	113237	WESTLAKE RETAIL LP	\$78,590,000	\$78,387,956
2	1484007	WESTBANK MARKET LP	\$54,556,956	\$54,556,956
3	115370	WESTLAKE MEDICAL OF AUSTIN LTD	\$39,428,554	\$38,844,494
4	1642803	4310 BEE CAVE ROAD LLC	\$23,000,000	\$23,000,000
5	1711110	JAFF VENTURES LLC	\$10,872,893	\$10,872,893
6	1549158	PERIDOT LLC	\$9,994,663	\$9,988,788
7	1315244	HILLS MEDICAL OFFICE PARK LTD THE	\$9,901,425	\$9,901,425
8	109301	JOHNSON FOUR CORNERS LTD	\$9,622,333	\$9,622,333
9	106696	WEST LAKE COURT LTD	\$9,461,861	\$9,461,861
10	1971497	MJB 2020 FAMILY TRUST	\$9,276,984	\$9,276,984
11	1638766	BENNETT DONALD W & LENE E A	\$10,719,725	\$8,924,471
12	2021664	KENNESAW RE HOLDINGS LLC	\$8,898,113	\$8,898,113
13	1897039	KARP JASON & JESSICA KARP	\$12,575,687	\$8,786,404
14	1848331	I'M WITH HER TRUST	\$8,558,450	\$8,558,450
15	1458122	HILLS MEDICAL OFFICE II LTD THE	\$8,497,781	\$8,497,781
16	1793102	BULIAN SEARCH TRUST	\$9,961,332	\$8,161,278
17	109386	SCHOOLYARD LTD	\$7,781,977	\$7,781,977
18	115174	THOMPSON CATHY &	\$9,964,482	\$7,747,681
19	1817912	ZAMKOW MICHAEL & SUE BERMAN	\$7,592,516	\$7,592,516
20	2040980	LORENZ MANAGEMENT TRUST	\$7,514,002	\$7,514,002
Total			\$346,769,734	\$336,376,363



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	August 13, 2025	Item Number:	9
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. With the recent rains, the city inspector will be requiring repairs/additional erosion control measures at 1405 and 1508. The replat of the property to incorporate part of 1508 Westlake Drive into 1405 Wildcat was approved on May 16, 2025, as all comments were addressed. The plat was recorded at the Travis County Clerk this week.

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. **Comments from the third review were issued on July 21. Staff will be holding an in person meeting and site visit with the design team next week to review outstanding issues.**

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, potential additional variances).

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