



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, May 24, 2023 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a Regular Meeting on the 24th day of May 2023 at 7:00 p.m., in the Council Chambers, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

REMOTE ACCESS:

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

Join Zoom Meeting:

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

Meeting ID: 349 954 9035

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

If you wish to speak during the meeting or provide written comments, please email your name, phone number, comments, and the item number you wish to speak/comment on to citysec@westlakehills.gov by 1:00 P.M. on May 24, 2023.

1. Call to Order
2. Citizen Communications The City Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters not listed on the agenda. The Council may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.
3. Administration Presentation of Certificate of Election and Oath of Office for the positions of City Council Place 1, City Council Place 3, and City Council Place 5.

4. Administration Discuss and consider action on the selection of a Mayor Pro Tem.
5. 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 May 10, 2023 Regular Meeting Minutes.
 - b. Approval of the May 16, 2023 Special Called Meeting Minutes.
 - c. Approval of an Interlocal Cooperation Agreement for Public Health Services between the City of Austin and the City of West Lake Hills.
 - d. Approval of a Community Development Block Grant (CDBG) Cooperative Agreement between Travis County and the City of West Lake Hills.
6. Land Use **10 Las Brisas Drive** - Discuss and consider action on a variance request for the removal of a tree larger than 14" in diameter for the demolition and construction of a new family residence (Section 22.03.304 of the West Lake Hills Code). Applicant Gail O'Kelly.
 - a. Tree #827 - 21" Live Oak
7. Land Use **304 McConnell Drive** - Discuss and consider action on a variance request for the removal of a tree larger than 14" in diameter to prevent further property damage and maintain safety (Section 22.03.304 of the West Lake Hills Code). Applicant Ruth Fulton.
 - a. 28.1" Red Oak
8. Ordinance Receive a presentation and consider action on an ordinance amending the fiscal year 2022-23 budget.
9. Administration Discuss and consider action on the Pavement/Street Maintenance Project prioritization.
10. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) to discuss the following:
 - a. Section 551.071: Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:
 1. Jaffe - 1405 Wildcat Hollow;
 2. Lambert - 1600 Westlake Drive; and
 3. 1836 Real Estate, LLC - 707 Butler Cove.
11. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney.

12. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the May 24, 2023 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, May 19, 2023 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Terry Blanchard, City Secretary

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable 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, May 10, 2023 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Pro Tem Bowman called the meeting to order at 7:13 p.m.

CITY COUNCIL PRESENT:

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

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Finance Director Vonda Ragsdale
Director of BDS Jennifer Bills
Chief of Police Scott Gerdes
City Attorney Patty Akers
Interim Director of BDS Brian McDougal

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 Pro Tem Bowman opened the meeting for public comments. Hearing none, the public comment section was closed.

3. Proclamation Mayor Pro Tem to proclaim May 21-27, 2023 as Public Works Week.

Mayor Pro Tem Bowman proclaimed May 21-27, 2023 as Public Works Week in the City of West Lake Hills.

Doyle Massa and his crew were presented with the proclamation. City Administrator Fletcher expressed appreciation for the work being done for the City, especially for their efforts during Winter Storm Mara.

4. 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 April 26, 2023 Regular Meeting Minutes.

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember South, the Council voted five (5) for and none (0) opposed to approve the consent agenda as presented. Motion carried.

5. Resolution Discuss and consider action on a resolution obligating the remaining American Rescue Plan Act (ARPA) Funds for the new municipal complex.

City Administrator Fletcher gave a brief summary.

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember Walker, the Council voted five (5) for and none (0) opposed to approve the resolution as presented. Motion carried.

6. Resolution Discuss and consider action on a resolution of the City Council of the City of West Lake Hills, Texas, approving and authorizing publication and posting of Notice of Intention to Issue Certificates of Obligation and matters related thereto; and providing an effective date.

City Administrator Fletcher gave a brief summary. Blake Roberts with PFM gave a presentation to Council.

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember Walker, the Council voted five (5) for and none (0) opposed to approve the resolution of the City Council of the City of West Lake Hills, Texas, approving and authorizing publication and posting of Notice of Intention to Issue Certificates of Obligation and matters related thereto; and providing an effective date. Motion carried.

7. Administration Discuss and consider action to schedule a called meeting of the City Council for the purpose of canvassing the May 6, 2023 General Election.

Council discussed potential dates for the canvass and decided on Tuesday, May 16, 2023 at 2:00 p.m.

8. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) to discuss the following:
 - a. Section 551.071: Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills vs. the following:
 1. Jaffe - 1405 Wildcat Hollow;
 2. Alvarez - 1505 Wildcat Hollow; and
 3. 1836 Real Estate, LLC - 707 Butler Cove.

Council convened into Executive Session at 7:55 p.m.

9. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney.

Council reconvened in Open Session at 8:18 p.m. No action was taken.

10. Adjournment

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember Vaughan, the Council voted five (5) for and none (0) opposed to adjourn the meeting at 8:19 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on May 24, 2023.

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL SPECIAL MEETING
Tuesday, May 16, 2023 at 2:00 PM

1. Call to Order

With a quorum present, Mayor Pro Tem Bowman called the meeting to order at 2:00 p.m.

CITY COUNCIL PRESENT:

Mayor Linda Anthony (arrived at 2:03 p.m.)
Mayor Pro Tem Gordon Bowman
James Vaughan
Brian Plunkett
Beth South

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Chief of Police Scott Gerdes

2. Ordinance Discuss and consider action on an ordinance canvassing returns and declaring results of the General Election held on May 6, 2023 for the purpose of electing three (3) Council Members - Place 1, Place 3, and Place 5.

Mayor Pro Tem Bowman read the official results as follows:

POSITION	CANDIDATE	NUMBER OF VOTES
Council Member Place 1	James Vaughan (unopposed)	428
Council Member Place 3	Beth South	453
Council Member Place 3	Gary Zygmunt	92
Council Member Place 5	Gordon Bowman (unopposed)	217

The City Council officially finds, determines, and declares the results of said election as follows:

Council Member Place 1 - James Vaughan;
Council Member Place 3 - Beth South; and
Council Member Place 5 - Gordon Bowman.

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

3. Adjournment

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember South, the Council voted four (4) for and none (0) opposed to adjourn the meeting at 2:06 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on May 24, 2023.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>May 24, 2023</u>	Item Number:	<u>Consent Agenda – Item 5c</u>
Department:	<u>Administration</u>		
	<u>Trey Fletcher, City</u>		
Prepared By:	<u>Administrator</u>	Cost / Budget:	<u>None</u>
Exhibits:	<u>Proposed ILA</u>	Source of Funds:	<u>n/a</u>

Subject

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

Recommendation

Staff recommends approval of the Agreement.

Discussion

Approving this agreement renews the agreement between the city of Austin and the city of West Lake Hills for the provision of health inspections within the city limits by Austin Public Health. The agreement also includes the inspection of public pools. There are no material changes from the previous agreement.

The initial terms begins October 1, 2023, ending on September 30, 2024 and may be renewed for an additional four (4) successive 12-month terms upon written approval of the parties.

As provided in Section 6.0, there is no cost to the city related to this agreement. Fees generated are paid to the city of Austin.

Applicable responsibilities for Austin and West Lake Hills are outlined in the agreement.

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 Rollingwood. Austin shall provide Rollingwood 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 _____ day of _____, 2023.

CITY OF WEST LAKE HILLS

By: _____

Title: _____

CITY OF AUSTIN

By: _____

Title: _____



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>May 24, 2023</u>	Item Number:	<u>Consent Agenda – Item 5d</u>
Department:	<u>Administration</u>		
	<u>Trey Fletcher, City</u>		
Prepared By:	<u>Administrator</u>	Cost / Budget:	<u>None</u>
Exhibits:	<u>Cooperative Agreement</u>	Source of Funds:	<u>n/a</u>

Subject

Approval of Community Development Block Grant (CDBG) Cooperative Agreement between Travis County and the City of West Lake Hills.

Recommendation

Staff recommends approval of the Agreement.

Discussion

Approving this item authorizes the Mayor to execute the agreement. The agreement provides for a 3-year renewal of the Community Development Block Grant ("CDBG") Cooperative Agreement is entered into by and between Travis County a political subdivision of the State of Texas, and the City of West Lake Hills, Texas. While our participation enables the city to complete projects using CDBG funds, there are no qualifying census tracts to allocate projects. Therefore, the city's participation allows Travis County to draw down additional funds on a per capita basis for related to unincorporated areas and non-urban cities, such as West Lake Hills.

There is no expense to the City attributed to this agreement, but the County and the City agree to cooperate, to undertake or to assist in undertaking community renewal and lower-income housing assistance activities in eligible areas. City responsibilities and agreements are further outlined in Section 4 of the agreement.

Travis County requests that the agreement be approved and executed no later than June 12, 2023.

**COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATIVE AGREEMENT BETWEEN
TRAVIS COUNTY AND
THE CITY OF WEST LAKE HILLS**

This Community Development Block Grant ("CDBG") Cooperative Agreement ("Agreement") is entered into by and between Travis County ("County") a political subdivision of the State of Texas, and the City of **West Lake Hills**, Texas ("City") (which term shall also include a village, if applicable), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health and Human Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Development Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a CDBG grant program pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the rules and regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Regulations").

County has been designated an "Urban County" by HUD, entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

County has the authority to administer or otherwise engage in community and economic development projects authorized under HUD and authorized by Title I of the Act or under any federal law creating community development and economic development programs (including Texas Local Government Code, Chapter 381).

County has received and is responsible for administration of grant funds made available through the Act.

County has received certain funds from HUD under the Act for utilization in connection with its CDBG program.

Department is the County's designated administrator for HUD grants governed by regulation codified under Title 24, Code of Federal Regulations.

County has adopted Annual Action Plans for HUD as part of its Consolidated Plan.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG allocations from Federal Fiscal Year 2024 through 2026 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

City desires to become a participating unit of general local government in connection with Travis County's Urban County CDBG program ("County's Program").

County desires that City becomes a participating unit of general local government in connection with County's Program.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities under the following terms:

1.0 GENERAL PROVISIONS

1.1 County Authority. This Agreement gives County authority to undertake, or assist in undertaking, activities that will be funded from the CDBG program and from any program income generated from the expenditure of such funds.

1.2 City/County Cooperation. County and City agree to cooperate, to undertake or to assist in undertaking community renewal and lower-income housing assistance activities.

1.3 Programs. This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership ("HOME") and Emergency Shelter Grants ("ESG") Programs.

1.4 Recitals. The Parties agree that the information in the Recitals is true and correct and a part of this Agreement.

1.5 Authorization. By signature of this Agreement, the governing bodies of County and City authorize this Agreement.

2.0 TERM

2.1 Effective Period. This Agreement is effective the date it is signed by both Parties, and remains in effect until CDBG (and where applicable, HOME and ESG) funds and program income received for Federal Fiscal Years 2024 through 2026, and to any successive qualification periods provided through the automatic renewal of this Agreement are expended and the funded activities completed. Neither County nor City may terminate or withdraw from this Agreement while the Agreement remains in effect.

2.2 Renewal. The Parties understand and agree that this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless County or City provides written notice it elects not to participate in a new qualification period.

2.3 Notice to Participate. County will notify City by letter pursuant to Section 2.3.1 of this Agreement of its right not to participate in the County's Program on the date specified by HUD in HUD's urban county qualification notice ("HUD Notice") for the next three-year qualification period. City will notify County by letter pursuant to Section 2.3.1 of this Agreement no later than the date specified in County's notification that City elects not to participate in the County's Program for the next three-year qualification period. County will send copies of all notifications required by this Section 2.3 to the HUD Field Office by the date specified in the HUD Notice.

2.3.1 Notice. Official notice pursuant to this Agreement, including, but not limited to amendments or changes applicable for a subsequent three-year urban county agreement shall be sent by letter through certified mail or email, as applicable:

For City:

Trey Fletcher
City Administrator
911 Westlake Drive, West Lake Hills, TX 78746
tfletcher@westlakehills.gov

For County:

Pilar Sanchez
County Executive, Health and Human Services
P.O. Box 1748
Austin, Texas 78767
Pilar.Sanchez@traviscountytexas.gov

2.4 Amendment to Qualification. Any amendments or changes contained within the HUD Notice applicable for a subsequent three-year urban county qualification period must be adopted by County and City, and submitted to HUD as provided in the HUD Notice. Failure by either party to adopt such an amendment to the Agreement will void the automatic renewal of this Agreement.

3.0 COUNTY RESPONSIBILITIES AND AGREEMENTS

3.1 Fair Housing Certification. County will not fund activities in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

3.2 Subrecipient Agreements. Prior to disbursing any CDBG program funds to a subrecipient, County will sign a written agreement with such subrecipient.

3.3 Program Requirements. County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income.

4.0 CITY RESPONSIBILITIES AND AGREEMENTS

4.1 City Election to Participate. City, by executing this Agreement, gives notice of its election to participate in County's Program.

4.2 City Limitation.

4.2.1 **No Application.** By executing this Agreement, City understands and agrees that it will not apply for grants under the State CDBG Program from appropriations for the federal fiscal years during the period in which it is participating in County's Program.

4.2.2 **No Other Participation.** By executing this Agreement, City understands and agrees that it may receive a formula allocation under the HOME Program only through the County; that City will not participate in a HOME consortium except through County, regardless of whether or not County receives a HOME formula allocation; and that if County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments.

4.2.3 **Allocation.** By executing this Agreement, City understands and agrees that it may receive a formula allocation under the ESG Program only through County. Currently, it is understood that County does not receive any ESG formula allocation. This does not preclude County or City from applying to the State for ESG funds, if the State allows.

4.3 **Income Report.** City agrees to inform County of any income generated by the expenditure of CDBG funds received and that any such program income must be paid to County to be used for eligible activities in accordance with all CDBG program requirements.

4.4 **City Policies.** City agrees that it has adopted and will maintain and enforce: a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent, civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrances to or exit from a facility or location which is the subject of such non-violent, civil rights demonstrations within the jurisdiction.

4.5 **Request for Inclusion.** City supports the application for and receipt of funding from the Act, as amended, by County, and asks that its population be included for three successive years (or the remaining term of the Grant period for County, if less than three years) with that of County to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and authorizes the Mayor of City to sign such additional forms as requested by HUD pursuant to the purposes of this Agreement.

4.6 **Final Responsibility.** City understands that County will have final responsibility for selecting CDBG (and, where applicable, HOME and ESG) projects, submitting the Consolidated Plan to HUD and filing annual grant reports and requests.

4.7 **Fair Housing Support.** City agrees that CDBG funding for activities in, or in support of City are prohibited if City does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification.

4.8 **City Plan.** City will develop a community development plan for the period of this Agreement which identifies community development and housing needs, enumerated as eligible activities under 42 U.S.C. Sec. 5305, and specifies both short and long-term community development objectives.

4.9 **Subrecipient Requirements.** In accordance with 24 CFR 570.501(b), City agrees that City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

4.10 **Good Faith Performance.** City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient

agreements. City further agrees that it will fully cooperate with County in all things required and appropriate to comply with the provisions of any grant agreements received by County pursuant to the Act and its Regulations.

4.11 Citizen Participation. City agrees to comply with applicable federal citizen participation requirements, including those in 24 CFR 570.301.

4.12 City Records. City agrees to maintain records of activities for any projects undertaken pursuant to the program and said records shall be open and available for inspection by auditors assigned by HUD and/or County on reasonable notice during the normal business hours of City.

4.13 HUD Form. City agrees to execute Attachment A, HUD 424-B, Assurances and Certifications.

5.0 JOINT RESPONSIBILITIES AND AGREEMENTS

5.1 Certification Compliance. County and City will comply with the applicable provisions of the Act and those federal regulations promulgated by HUD pursuant to the Act, as the same currently exists or as may be amended. County and City shall take all actions necessary to ensure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. County and City shall also take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

5.2 County Requirements. In accordance with 24 CFR 570.501(b), the Parties agree that Travis County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income, and that, in the event of close-out or change in status of City, any program income that is on hand or received subsequent to such close-out or change in status, shall be paid to County; and that the use of designated public agencies, subrecipients or contracts does not relieve Travis County of the responsibility for ensuring that CDBG funds are used in accordance with all program requirements.

5.3 Adequacy of Performance. The Parties agree that Travis County is responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in 24 CFR 570.910; and that, where a city is participating with, or as part of Travis County Urban County, as a participating unit, or as part of a metropolitan city, the County is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five-year period identified under 24 CFR 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date the subrecipient agreement expires.

5.4 Compliance. County and City will take all actions necessary to assure compliance with County's certifications required by Section 104(b) of Title I of the Act. County and City will comply with the provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights

Act of 1964 and Title VIII of the Civil Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-Gonzales National Affordable Housing Act (Public Law 101-635); Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Section 4630, et seq.); and other federal or state statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

5.5 Consolidated Plan. The Parties agree that no provision of this Agreement may be interpreted to provide for veto or other restriction that would allow any Party to obstruct the implementation of the approved Consolidated Plan during the period covered by the Agreement.

5.6 Authorization. By executing this Agreement, the County Commissioners Court and governing body of City authorize this Agreement and the execution of this Agreement by the appropriate official.

5.7 Transfer of Funds. The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76).

6.0 MISCELLANEOUS TERMS

6.1 INDEMNIFICATION. CITY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS AUTHORIZED OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY ARISING FROM CITY ACTS, ERRORS OR OMISSIONS AND FOR ANY COSTS OR EXPENSES INCURRED BY COUNTY ON ACCOUNT OF ANY CLAIM THEREFORE. CITY SHALL PROMPTLY NOTIFY COUNTY BY LETTER OR EMAIL PURSUANT TO SECTION 2.3.1 OF THIS AGREEMENT OF THE OCCURRENCE OF ANY SUCH CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY. CITY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY LIABILITY, CLAIMS, LOSSES, DEMANDS AND ACTIONS INCURRED BY COUNTY AS A RESULT OF THE DETERMINATION BY HUD OR ITS SUCCESSOR THAT ACTIVITIES UNDERTAKEN BY CITY FAIL TO COMPLY WITH ANY LAWS, REGULATIONS OR POLICIES APPLICABLE THERETO OR THAT ANY FUNDS BILLED BY AND DISBURSED TO CITY UNDER THIS AGREEMENT WERE IMPROPERLY EXPENDED.

6.2 Entire Agreement. It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties.

6.3 Severability. Each provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

6.4 Assignment. Neither Party will assign any of the rights or duties under this Agreement without the prior written approval of the other Party.

6.5 Binding Agreement. This Agreement shall be binding upon the successors, assigns,

administrators and legal representatives of the Parties.

6.6 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement will be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County, Texas.

6.7 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of County relating to this Agreement, shall be considered to waive, nor shall it 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, nor shall it be considered a waiver of sovereign immunity to suit.

6.8 Conflict of Interest. City shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City, or member of City's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

6.9 Gratuities. City agrees that City has not and will not accept gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. City will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

6.10 Nepotism. City agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

[Signature Page to Follow]

TRAVIS COUNTY

By: _____
Andy Brown
Travis County Judge
Chief Executive Officer, Travis County
Date: _____

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

By: _____
Assistant County Attorney
Date: _____

CITY OF _____

By: _____
Authorized Representative and Chief Executive Officer
Linda Anthony
Mayor
Date: _____

Attachment A
HUD 424-B, Assurances and Certifications



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	May 24, 2023	Item Number:	6
Department:	Building and Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

10 Las Brisas Drive – Discuss and consider action on a variance request for the removal of a tree larger than 14” in diameter for the demolition and construction of a new family residence (Section 22.03.304 of the West Lake Hills Code).

Applicant: Jauregui Architect

Recommendation

The subject tree is damaged and diseased. Staff recommends approval of the variance request.

The Zoning & Planning Commission recommended approval of the variance at the May 17, 2023 meeting by a unanimous vote.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Neil and Julie Kucera

Legal Description: Joe Smith Subdivision, Block B, Lot 7

Lot Size: 1.0 acre (43,508sq. ft.)

Zoning: R-1, (One Family)

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

Background & Analysis:

The applicant is demolishing the existing home on the lot and rebuilding a new home. The applicant seeks a variance for the removal of Tree #827 – a 21” Live Oak. The subject tree has damage from rubbing up against the eaves of the home and it has damaged the trunk of the tree. Further, a cable is currently attached to the tree and is fastened to another tree to keep it from rubbing up against the structure further. Although the footprint of the new home design is a self-imposed hardship, the tree is in distress and needs to be removed.

Variance Criteria Review:

When applying for a variance, the applicant has established by competent evidence that:

- 1. The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.*

The 21" diameter live oak tree is in poor condition and is unbalanced with previous impacts to the critical root zone as it is currently 3 feet from the current house foundation. The tree is dangerously leaning toward the existing house and is supported by a cable attached to another tree. The location of the tree limits the ability to layout a larger home without creating constraints to other critical root zones of the healthier trees on the lots. Nearly half of the CRZ of the tree is under the existing house.

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

The tree is in poor condition and the lot is heavily treed with other healthier trees. The tree has a diminished canopy and is located close to the existing house in the middle of the lot.

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

Other options would impact the healthier trees on the lot. Current house, driveway, pool and pool deck currently encroach over many of the 14" diameter trees and the new design would relieve the impact of the healthier trees and removal of the one tree would allow the area needed without additional requests to impact other trees and their CRZ zones.

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

Design of the new home to be built will be created based on the variance approval. The new design removes the impacts to other critical zones of many of the trees near the current house and allows a better environment for the other existing trees.

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

The tree is in poor condition and is currently leaning and held by a support cable attached to another tree. The Tree is one of 167 trees above 3" diameter and the position of the new design allows relief to the health of the other trees.

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

The tree canopy is diminished and unhealthy. The tree is located away from the street and is in poor condition. This tree is in the center of the 1-acre site and the removal would not be noticed from the street of neighboring properties.

Outdoor Lighting

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

Compliance with Adopted International Building Code

The property and future construction must comply with all applicable City codes.

Subdivision

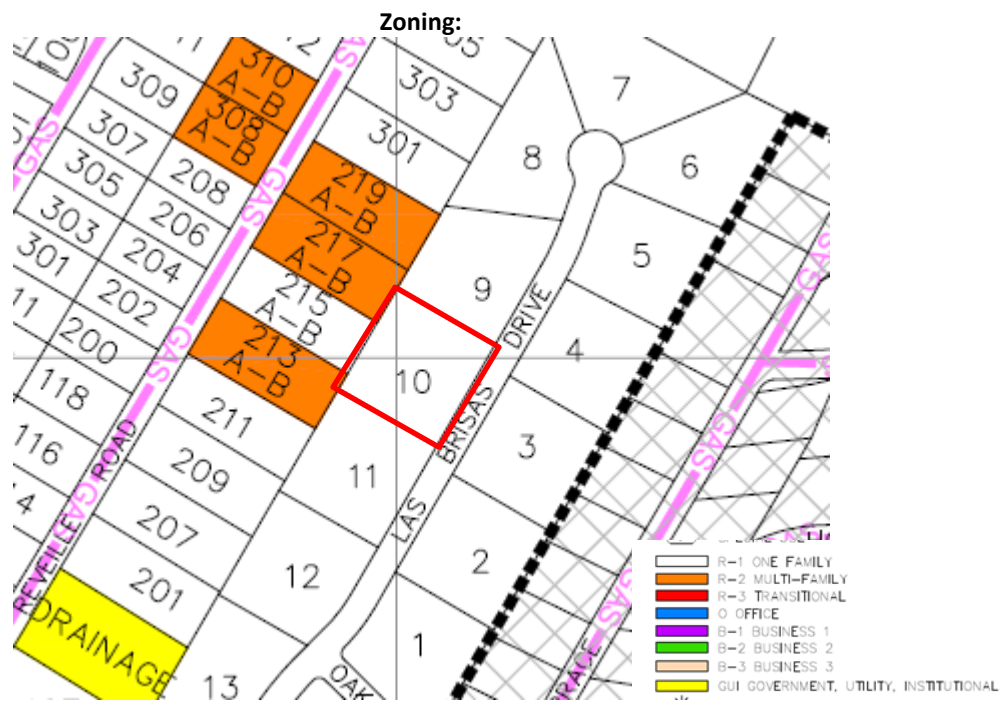
There is no change to the subdivision proposed with this application.

Comprehensive Planning Analysis

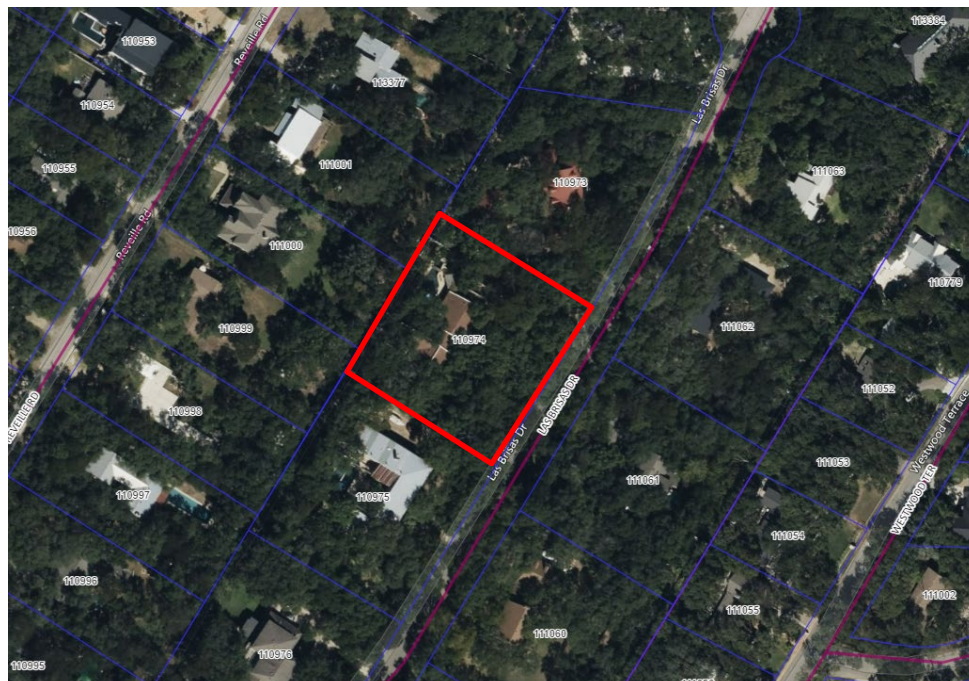
The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

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



Aerial:



CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, May 17, 2023 at 6:30 PM

1. Call to Order. Chairman Robert Meisel.

Welcoming the new Director of Building and Development Services, Jennifer Bills, to the City of West Lake Hills.

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

Members in attendance were Chairman Robert Meisel, Vice-Chairman Jim Pledger, Commissioners Laurie Maccini, Karen Bartoletti, Julia Webber and Patrick Stewart.

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

- Approval of the March 22, 2023 Special Called Zoning and Planning Commission Meeting Minutes.
- Report on Board of Adjustment and City Council Responses.

Chairman Meisel welcomes and introduces Jennifer Bills as our new Director of Building and Development Services.

Motion for Approval made by Commissioner Webber with a Second by Commissioner Stewart.

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

3. Land Use 1108 Blackacre Trail - Discussion/Recommendation on a variance request for a front yard fence and gate to encroach 10' into a 30' front building setback. (Section 22.03.173 of the West Lake Hills Code). Applicant Gail O'Kelly.

Staff Briefing

Director Bills gives the staff briefing. Staff Recommendation: Denial

Presentation by Applicant

Luis Jauregui is the builder on this application. There is 150' frontage on this lot. A couple of other houses have front fences that encroach. There is very minimal encroachment. The 30' setback is not as esthetic.

Public Hearing

Tim Clark lives at 1105 Blackacre and is also the Homeowner's Association President. Many neighbors are against this fence. We have large lots that are open. This is not consistent with the neighborhood. There is no hardship. It maximizes the front yard. My lot, 1105 Blackacre, is the original ranch house and my fence is at 31'.

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Deliberation/Recommendation

Commissioner Webber: Is the driveway already paved?

Luis: No.

Commissioner Webber: I see a fence column is in the critical root zone of a tree.

Commissioner Maccini: There is no hardship.

Commissioner Stewart: I don't see a hardship.

MOTION: Upon a motion made by Vice-Chairman Pledger and a second by Commissioner Bartoletti, the Commission voted five (5-0) to deny due to a lack of hardship.

4. **Land Use 10 Las Brisas Drive - Discussion/Recommendation on a variance requesting the removal of a tree larger than 14" in diameter for the demolition and construction of a new family residence. (Section 22.03.304 of the West Lake Hills Code). Applicant Gail O'Kelly.**

- Tree #827 - 21" Live Oak

Staff Briefing

Director Bills gives the staff briefing. Staff recommendation: Approval

Commissioner Maccini: The new house design on Page 28, the tree is the one by the front door?

Director Bills: Yes.

Commissioner Bartoletti: On Page 36, it is in terrible shape. I would support a variance.

Presentation by Applicant

Luis Jauregui: The new home is almost identical. It will comply to Code and it will be a better design. It is currently dangerous.

Public Hearing

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Deliberation/Recommendation

Commissioner Bartoletti moves to recommend approval based on the conditions. Vice-Chairman Pledger seconds. Unanimous (5-0) approval.

5. **Land Use 604 Rocky River Road** - Discussion/Recommendation on a variance request to allow a side yard building encroachment for an A/C Unit and generator for a new residence under construction (Section 22.03.281 of the West Lake Hills Code). Applicants Philip and Mindy Vescovo.

Commissioner Maccini recuses herself and steps away from the dais.

Staff Briefing

Director Bills gives the staff briefing. Staff recommendation: Denial due to design.

Commissioner Stewart: Was is on that original plans?

Director Bills: No. It is on a land-locked property.

Commissioner Webber: How large is the equipment?

Director Bills: It's a 33.4 sq. ft. pad.

Commissioner Bartoletti: Is there an alternative location?

Commissioner Webber: On our house, we put it on our roof.

Presentation by Applicant

Mindy Vescovo is the property owner. I was here before with an eave. The eave was at the request of the builder. To clarify, there is no front setback. The flatwork would require a variance. I asked the builder and he said because of the panel. HVAC thought no variances were needed. The house has been under construction since January 2022. Only one neighbor is affected.

Public Hearing

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Deliberation/Recommendation

Commissioner Webber: I feel as an architect always includes mechanical and should be noted.

COMMISSIONER WEBBER MOVES TO RECOMMEND APPROVAL AS WRITTEN BASED ON HEALTH AND SAFETY. COMMISSIONER BARTOLETTI SECONDS. (4-0) APPROVAL.

Vice-Chairman Pledger: It should be noted in the minutes.

6. Land Use 304 McConnell Drive - Discussion/Recommendation on a variance requesting the removal of a tree larger than 14" in diameter to prevent further property damage and maintain safety (Section 22.03.304 of the West Lake Hills Code). Applicant Ruth Fulton.

- 28.1" Red Oak

Staff Briefing

Director Bills gives the staff briefing. Staff recommendation: Approval.

Commissioner Maccini: Just removal?

Director Bills: Still requires replacement.

Presentation by Applicant

Ruth Fulton is the applicant. There is a letter from an arborist and is damaged with decay and is a life safety issue. We moved into the house in 2005. In 2006 an arborist said we would eventually lose the tree. I plan to ask for a waiver on replacement.

Public Hearing

Chairman Meisel closes the Public Hearing and reconvenes the meeting.

Deliberation/Recommendation

Commissioner Maccini: I can tell you love the tree. I would ask you to consider planting under brush trees.

**COMMISSIONER MACCINI MOVES TO RECOMMEND APPROVAL.
COMMISSIONER STEWART SECONDS. UNANIMOUS (5-0) APPROVAL.**

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

Respectfully submitted,

ROBERT MEISEL, CHAIRMAN

ATTEST:

ZAPCO Secretary Mark Littrell

These minutes were approved on _____, 2023.



J A U R E G U I

WWW.JAUREGUIARCHITECT.COM

DATE: April 11, 2023

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

Dear Mr. Chairman:

We represent the purchaser of the property located at 10 Las Brisas and are working with our client on the design and construction of their new home to be constructed on this lot. The current existing home has been on this site for over 30 years and it is fully surrounded by large trees. Many of their trunks are within inches of existing house slab, pool, and pool deck. The existing house will be demolished.

We are requesting a variance to remove one (1) tree of these trees from the property at 10 Las Brisas. The tree, shown as #827, 21" Live Oak, as located on the associated drawings. This tree is in very poor condition, the trunk is within two feet of the exterior wall of the existing house, currently held away from current home with a cable attached to another tree away from the house to keep it from falling, consequently the tree has a diminished canopy, an unbalanced trunk and it has a large column of decay.

We have carefully studied the site and have designed their new home, pool, garage and driveway around the existing vegetation and trees. We took advantage of the location of the previous house, garage, pool, and pool deck when laying out the new improvements. Building on previously built areas to reduce the impact to the healthier trees on the lot, in addition to increasing previously covered root zones on several of the larger trees on the site.

It is our hope that you will provide the variance for this one tree on the site with the natural environment made up of 167 trees above 3" diameter. The hardship in trying to preserve this one tree with the likely outcome that it will continue to decay and collapse in the near future. We believe that with the removal of the tree and the current layout for the new home, we have reduced the impact to the rest of the natural environment and the impact to the neighboring properties.

Sincerely,



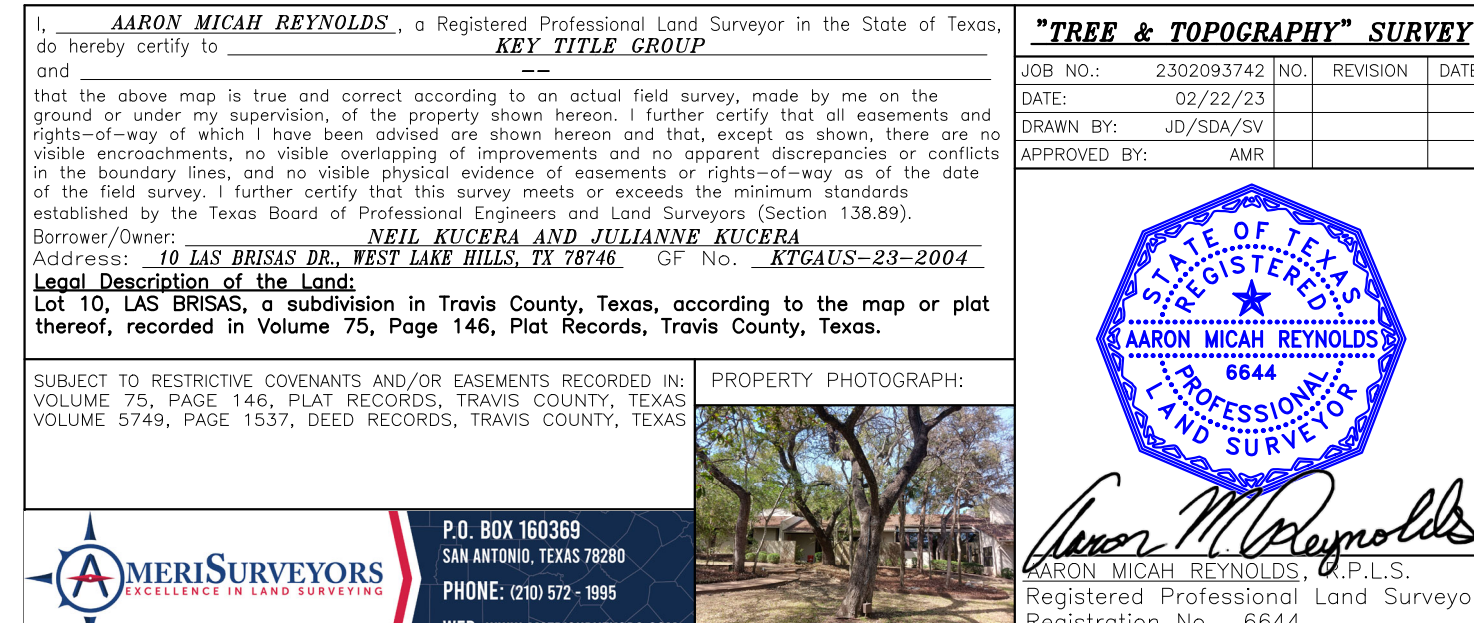
Gail O'Kelly
Director of Construction
Jauregui, Inc.

SURVEYOR'S NOTE(S):

BASIS OF BEARING, TEXAS CENTRAL ZONE, NAD 83.

CONTOURS SHOWN HEREON WERE GENERATED BY GPS OBSERVATIONS USING THE LEICA SMARTNET RTK NETWORK, REFERENCED TO THE CITY OF AUSTIN BENCHMARK AS NOTED, VERTICLE DATUM NAVD 88

At date of this survey, the property is in FEMA designate
ZONE X, as verified by FEMA map
Panel No: 48453C 0445 K, effective date of
JANUARY 22, 2020. Exact designations can only be
determined by a Elevation Certificate. This information is
subject to change as a result of future FEMA map
revisions and/or amendments.



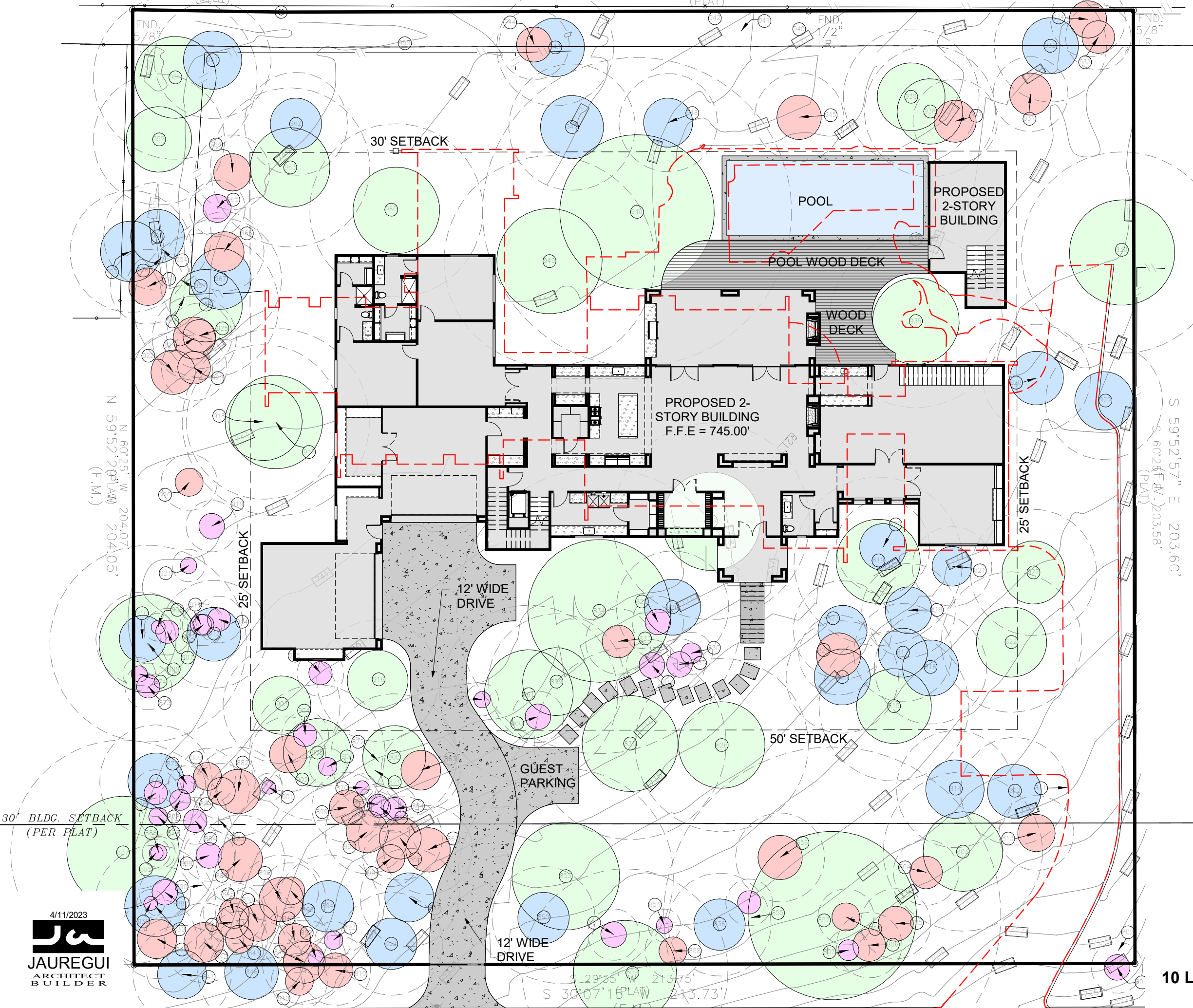
SITE PLAN LEGEND:

--- EXISTING BUILDING, POOL DECK & DRIVEWAY

TREE LEGEND:

- TREE 5.9" DIAMETER & BELOW
- TREE 6" TO 9.9" DIAMETER
- TREE 10" TO 13.9" DIAMETER
- TREE 14" DIAMETER & ABOVE

○ FULL CRZ
○ 1/2 CRZ



1 SITE PLAN
1" = 20'-0"







City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	May 24, 2023	Item Number:	7
Department:	Building and Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

304 McConnell Drive - Discuss and consider action on a variance request for the removal of a tree larger than 14" in diameter to prevent further property damage and maintain safety (Section 22.03.304 of the West Lake Hills Code). Applicant Ruth Fulton.

a. 28.1" Red Oak

Recommendation

The subject tree is damaged and diseased. Staff recommends approval of the variance request.

The Zoning & Planning Commission recommended approval of the variance at the May 17, 2023 meeting by a unanimous vote.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Ruth M. Fulton

Legal Description: West Lake Terrace, Lot 11

Lot Size: 0.5163 acre

Zoning: R-1, (One Family)

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

Background & Analysis:

The applicant is seeking one tree variance for the removal of a co-dominant 28.1" Red Oak (two trunks). Some time ago, a deck was built around the tree, and it provided needed screening and shade for the deck. However, the tree has begun to rub on the edges of the deck and the roof of the house. An arborist has submitted a letter to the homeowner (please see attached) indicating that the tree is in a state of severe decay, and it is not reversible or repairable. Further, failure would very likely cause significant damage to the house and deck and potential serious injury or death to any persons that may be within 1-1.5X the height of the tree.

Variance Criteria Review:

When applying for a variance, the applicant has established by competent evidence that:

1. The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.

This tree is a life safety issue. When/if it falls, it will result in significant damage to my house/deck (and possibly my neighbor's property), possible injury and/or death to any persons or animals in the vicinity at the time, and damage/destruction of surrounding trees, foliage, etc. (on my property and my neighbor's property).

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

The tree is located inside my lot and the stump of the tree will be under my deck (the stump may not be able to be fully removed due to its proximity to HVAC units, the foundation, etc.). This area is not visible from the street or any of the adjacent properties. Although the loss of the canopy will be a loss, we fortunately still have plenty of other trees / canopy on the property and in the area.

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

We did everything we could to ensure the health of this tree; expanding the openings in the deck, fertilizing it, and consulting with arborists. The tree had existing cabling in place when we purchased the house but none of the 3 or more arborists we consulted with over the years thought it was a good idea to introduce additional cabling. Don Gardiner (an arborist) told us in 2006 that we would lose the tree although he couldn't predict when (3 months, 3 years, etc.?) This tree adds significant beauty and value to the house and provides shade for the deck and the house. However, much to my disappointment, over the past 2 or so years I have become convinced that I am going to have to remove it due to life safety issues and the increasing concern of the arborists with whom I have consulted.

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

N/A

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

N/A

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

The tree is adjacent to my house and although the canopy adds beauty to the neighborhood, we still have ample canopy in my yard and in the area. I am concerned that if the tree falls it could damage adjacent properties and their landscaping/trees, etc.

Outdoor Lighting

Outdoor lighting is not proposed with this variance request. Any outdoor lighting must 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

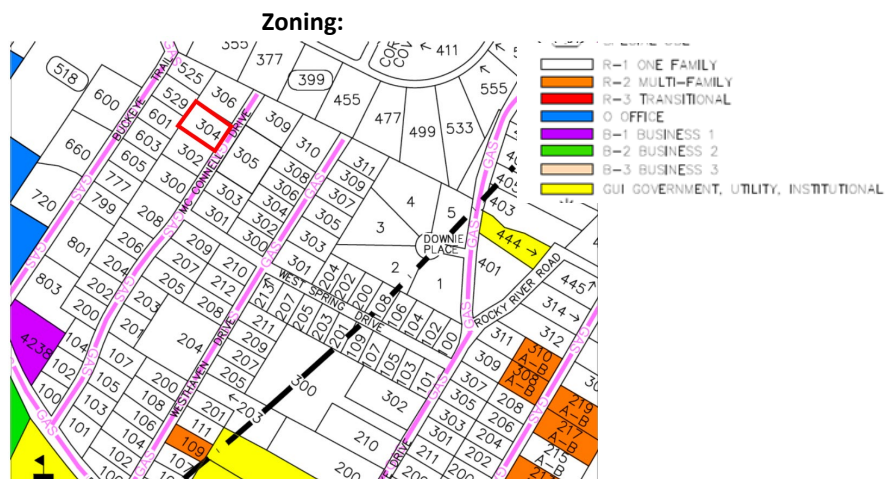
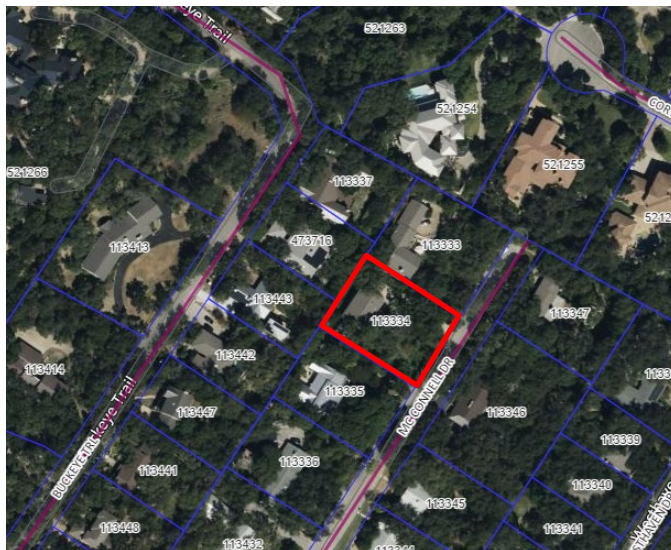
There is no change to the subdivision proposed with this application.

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:

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

**Aerial:**

Ruth M. Fulton
304 McConnell Drive
West Lake Hills, TX 78746
512.796.4716

April 17, 2023

The Honorable Robert Meisel
Zoning & Planning Commission
City of West Lake Hills

Subject: Variance Application – Removal of 28.1" (as measured by arborist) Codominant Red Oak
Tree from 304 McConnell Drive

Dear Chairperson Meisel:

I respectfully submit the accompanying variance application and related materials for the Board's consideration at its May meeting.

As a long-time West Lake Hills resident, I love and value the beauty of our community and I share the City's commitment to our trees, natural landscapes and vegetation. Accordingly, I am heartbroken to have to make this request to remove a much-loved tree from my property.

The red oak that is the subject of this variance request was one of the things my late husband (Gary Wachs) and I loved about our house when we purchased it in 2005. We consulted with an arborist early on (in 2006) and were dismayed to learn that our beautiful red oak had been damaged by the surrounding deck and we were told that this damage would ultimately lead to its demise. None of the arborists we consulted with could ever tell us when we would lose the tree (months, years, decades?) and we did everything we could to keep it healthy and limit further damage. Over the years we expanded the openings in the deck on at least 3 occasions, fertilized the tree numerous times, had the tree pruned/trimmed regularly, and consulted with arborists for ideas on how to save it. The tree had existing cabling when we purchased the house but none of the arborists recommended adding additional cabling and, although none of them were fans of cabling, some of them admitted that it might be helpful in this situation.

Over the last couple of years, the tree started swaying more in the wind and showing obvious signs of decay and damage. After my most recent consultations with arborist James Burtchell, I reluctantly had to admit that, 18 years after being told that the tree was not going to survive long-term, it might be time to seriously consider removing it. I no longer sleep in the master bedroom, which is directly under / next to the tree and I try to avoid that part of the house. In addition, it makes me nervous to have my grandchildren and others on or around the deck or in that part of the house. Although I still love this tree, I believe it is a life safety issue to myself and others and I would like to remove it at the earliest possibility. Please see also Mr. Burtchell's assessment, dated April 5, 2023, for additional detail about the current condition of the tree.

Thank you for your consideration of this variance application and thank you for your service to our community. Please call me at 512.796.4716 or email me at ruth.m.fulton@gmail.com if you have any questions, need additional information, etc.

Respectfully Yours,

Ruth M. Fulton



Capitol Tree Care, LLC
12407 N. Mopac Expy
Ste. 250-123
Austin, TX 78758
512-913-6833
ArboristAustin.com

April 5, 2023

Site: 304 McConnell Dr.
West Lake Hills, TX 78746

Subject: Co-dominant Red Oak Assessment

Assessor: James Burtchell
ISA Certified Arborist, TX-3593A
ISA Qualified Tree Risk Assessor
ISA Texas Oak Wilt Qualified, TXOWQ-134

To whom it may concern:

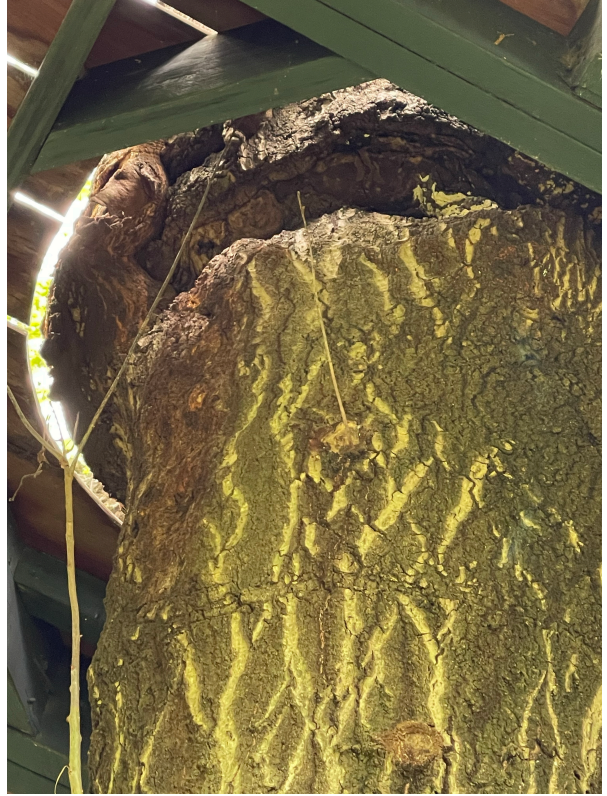
We have provided tree care services on multiple occasions at the above referenced property, as well as to the specific Red Oak in discussion. The Red Oak is co-dominant in structure with two main trunks/leaders. This tree is located at the front left corner of the house and has a 2nd story wood deck built around the trunks. This deck has been in place for many years and over time has caused significant damage to both leaders.

The trunks have very likely grown against the sides of the deck floor boards and over the top of the deck floor. This longterm contact/abrasion has caused the cambium tissue layers and heartwood to become damaged, leading to significant decay in both stems. The homeowner has briefed me that they have cut the deck flooring away from the stems multiple times over the years in attempt to protect the stems. The deck is currently cut back enough that the stems are not constantly against the sides of the floor boards, however as the tree moves in the wind, the trunks come into contact with the floor of the deck.

The longterm physical contact has led to significant physical wounding to both stems. As the tree has compartmentalized the wounds, the response tissue growth formed during compartmentalization process has very likely and will continue to become re-injured due to the continued contact and abrasion. This will only lead to further decay in both stems. Upon failure at these decayed and weakened points, the result is likely to be significant to severe. The targets include the home and deck, which are constant targets, and any occupants that are either on the deck, in a nearby, adjacent swimming pool, in the yard area close to the tree or inside any rooms directly under the canopy or next to the trunks. Granted, people are not in these spaces in a constant manner, however they are likely to be in these spaces frequently. Failure would very likely cause significant damage to the house and deck and potential serious injury or death to any persons that may be within 1-1.5X the height of the tree.

My recommendation is to remove the tree to pro-actively prevent such catastrophic failure and its potential resulting impacts. The decay in the stems is very apparent and is not reversible or repairable. The stems will very likely continue to become more hazardous with time and given the trees size and proximity to high-value targets, the risk is too high to allow the tree to remain.

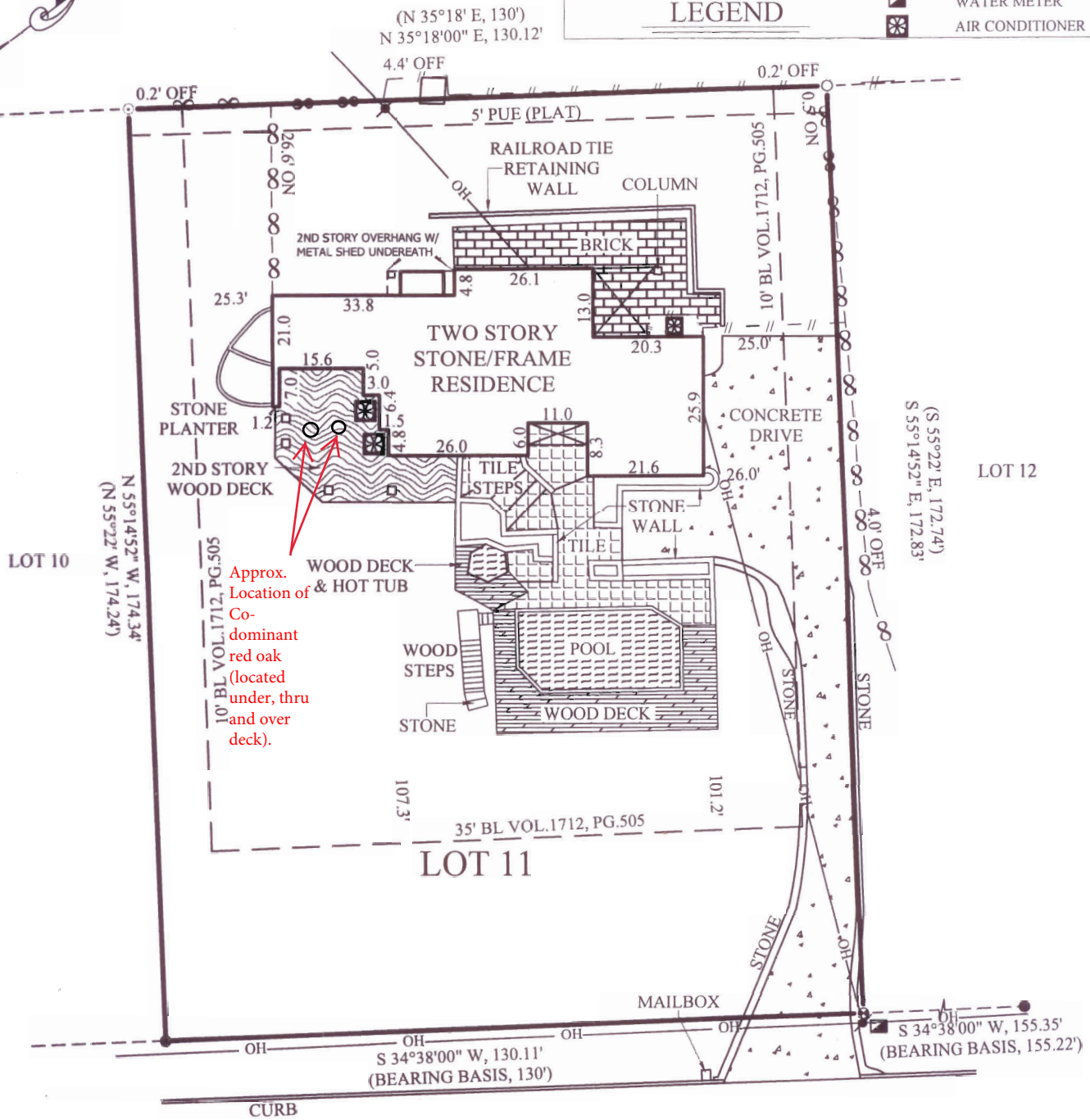




SCALE 1"=30'

W.M. ELLIOT
VOL. 613, PG. 313
(PER PLAT)

	CALCULATED POINT		WOOD FENCE
	3/4" IRON PIPE FOUND		PUE
	1/2" REBAR FOUND		PUBLIC UTILITY ESMT RECORD INFORMATION
	1/2" REBAR SET		UTILITY POLE
	CHAIN LINK FENCE		OVERHEAD UTILITY LINE(S)
LEGEND			WATER METER
			AIR CONDITIONER



McCONNELL DRIVE

Gary D Wachs
Ruth M Fulton

RESTRICTIONS:

SUBJECT TO RESTRICTIONS IN VOL. 1712, PG. 505 AND VOL. 12581, PG. 15.
SUBJECT TO BUILDING SETBACK LINES AS RECORDED IN VOL. 1712, PG. 505.

SUBDIVISION: WESTLAKE TERRACE
LOT: 11 BLOCK: - VOLUME 7 PAGE 175 PLAT RECORDS
COUNTY: TRAVIS STATE OF TEXAS STREET ADDRESS 304 McCONNELL DRIVE
CITY: AUSTIN REFERENCE NAME GARY D. WACHS, RUTH M. FULTON

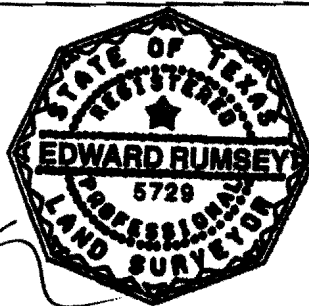
RESTRICTIONS:

SUBJECT TO RESTRICTIONS IN VOL. 1712, PG. 505 AND VOL. 12581, PG. 15.
SUBJECT TO BUILDING SETBACK LINES AS RECORDED IN VOL. 1712, PG. 505.

Ruth M. Fulton

SUBDIVISION: WESTLAKE TERRACE
LOT: 11 BLOCK: - VOLUME 7 PAGE 175 PLAT RECORDS
COUNTY: TRAVIS STATE OF TEXAS STREET ADDRESS 304 McCONNELL DRIVE
CITY: AUSTIN REFERENCE NAME GARY D. WACHS, RUTH M. FULTON

SIGNED BY: _____



THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD- PLAIN, AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS
F.I.R.M. MAP No. 48453C0205 E
PANEL: 0205 E
DATED: JUNE 16, 1993
THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOODPLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT

ALLSTAR
Land Surveying

12731 RESEARCH BLVD.
BUILDING A, SUITE 106
AUSTIN, TEXAS 78759
(512) 249-8149 PHONE
(512) 331-5217 FAX

TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO

ALAMO TITLE COMPANY

I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO BOUNDARY LINE CONFLICTS, ENCROACHMENTS OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND CERTIFIES ONLY TO THE LEGAL DESCRIPTION AND EASEMENTS SHOWN ON THE REFERENCED TITLE COMMITMENT.

SURVEY DATE	10/14/2005	
TITLE CO.	ALAMO TITLE CO.	
G.F. No.	05-7506983	
JOB NO.	A1009305	
FIELD BY	GILBERT MARTINEZ	10/13/2005
CALC. BY	EDWARD RUMSEY	10/14/2005
DRAWN BY	JUSTIN FISK	10/14/2005
CHECKED BY	JEREMY WARREN	10/14/2005
RPLS CHECK	LEO BOND	10/14/2005

Mark Littrell (PZSec)

From: DAVID BLAIR <davidblair54@gmail.com>
Sent: Thursday, May 11, 2023 8:28 AM
To: Mark Littrell (PZSec)
Subject: Ruth Fulton-Variance Request

Mark,

I'm Ruth's next door neighbor at 302 McConnell and support the proposed removal of the tree she is seeking.

Feel free to contact me with any questions.

Sincerely,

David Blair

Mark Littrell (PZSec)

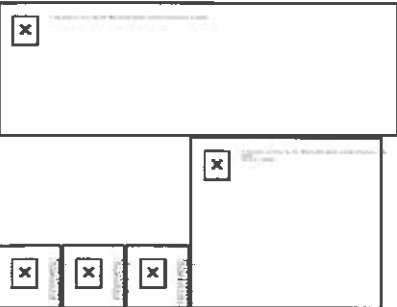
From: Bryant Downing <bryantdowning@gmail.com>
Sent: Tuesday, May 16, 2023 11:14 AM
To: Mark Littrell (PZSec)
Subject: 304 Mcconnell Variance

To whom it may concern:

I strongly support Ruth M. Fulton obtaining a variance to remove the Red Oak tree on her deck. I have been to her home and have seen the tree. The tree is a life safety issue at this point and needs to be removed. I have worked with the Arborist James Burtchell. He is the best at what he does. I would take his recommendation and have the tree removed.

Many thanks,

--
Bryant Downing
Downing Homes
3736 Bee Caves Road
Suite 1-190
West Lake Hills, Texas 78746
Cell 512-423-7867



Mark Littrell (PZSec)

From: Dave Claunch <dave@liaisoncreative.com>
Sent: Thursday, May 11, 2023 6:11 AM
To: Mark Littrell (PZSec)
Subject: Variance Request for Tree Removal at 304 McConnell Drive

Hey, Mark – Please pass this along to ZAPCO and City Council... Thanks!

I fully support Ruth Fulton's request for a variance to remove a large, old, and very dangerous tree right next to her house. It's a beautiful tree, but it could fall at any time and it needs to come down.

Thank you all for your service!

Dave Claunch
305 McConnell Drive
512-940-2074



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>May 24, 2023</u>	Item Number:	<u>8</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>See attached</u>
Exhibits:	<u>Amended Budget and Ordinance</u>	Source of Funds:	<u>Fund Balance</u>

Subject

Receive a presentation and consider action on an ordinance amending the fiscal year 2022-23 budget.

Recommendation

Finance Director recommends amending the fiscal year 2022-23 budget as discussed with the Mayor and City Administrator prior to the City Council Meeting.

Discussion

This mid-year budget amendment is necessary due to the extraordinary expenses incurred during Winter Storm Mara and the need to use the General Fund Balance (\$1,000,000) Contingency Cash Reserve (\$500,000) and the Brush Pickup Reserve (\$200,000) funds to pay for the unbudgeted expenses; and reallocating Planning Department Salaries to Contract/Temporary Support to cover vacancies. There are a few other line items that needed to be funded or added to due to new programs or unanticipated expenses, that had little effect on the Fund Balance.

In the Revenue accounts for the General Fund Building Permits were adjusted for the added revenue anticipated (\$80,000), as well as Interest Income was adjusted (\$398,000) due to rising interest rates and more revenue being realized.

ORDINANCE NO. 2023-004

**AN ORDINANCE OF THE CITY OF WEST LAKE HILLS, TEXAS
AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023**

WHEREAS, during fiscal year 2022-2023 the West Lake Hills City Council has found that the needs of the City have changed since the original budget was adopted; and

WHEREAS, the City's fiscal year 2022-2023 budget must be amended to reflect these changes in the city's needs; and

WHEREAS, the City has the authorization pursuant to Texas Local Government Code Section 102.010 to amend its budget.

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

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. AMENDMENT

The budget for fiscal year 2022-2023 is hereby amended as contained in "Exhibit A" attached hereto and incorporated herein by reference as if set out verbatim.

3. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

4. 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 24th day of May, 2023

Linda Anthony, Mayor

ATTEST:

Terry Blanchard, TRMC
City Secretary

Exhibit A



City of West Lake Hills

Fiscal Year 2022-2023

Linda Anthony, Mayor

AMENDED BUDGET - APRIL 30, 2023

City of West Lake Hills
Estimated Available General Fund Balance
FY 2022-2023 as of 4/30/23

	ADOPTED BUDGET 8/16/2022	AMENDED BUDGET 4/30/2023
Audited Fund Balance as of 9/30/21	\$ 8,692,136	\$ 8,692,136
FY 2021-22 Audited Year End Budget Revenue vs. Expense Impact	\$ 747,807	\$ 1,856,179
Audited Fund Balance as of 9/30/22	\$ 9,439,943	\$ 10,548,315
FY 2022-23 Estimated Year End Budget Revenue vs. Expense Impact	\$ 1,099,210	\$ 1,040,772
Estimated Fund Balance as of 9/30/23	\$ 10,539,153	\$ 11,589,087
2021 Street Maintenance Fund	\$ (668,008)	\$ (668,008)
Court Special Revenue Fund (1)	\$ (129,674)	\$ (179,353)
PD Special Revenue Fund (1)	\$ (31,672)	\$ (37,869)
Stan Graham Memorial Tree Fund (1)	\$ (198,875)	\$ (283,187)
Stabilization Cash Reserve (2)	\$ (2,500,000)	\$ (2,500,000)
Legal Counsel Cash Reserve (2)	\$ (300,000)	\$ (300,000)
Contingency Cash Reserve (2)	\$ (500,000)	\$ -
Brush Pickup Reserve (2)	\$ (200,000)	\$ -
City Hall Construction Cash Reserve (2)	\$ -	\$ (3,000,000)
Estimated Available Fund Balance as of 9/30/23	\$ 6,010,924	\$ 4,620,670

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

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

CITY OF WEST LAKE HILLS
AMENDED BUDGET SUMMARY TOTALS - ALL GENERAL FUNDS
FY 2022 - 2023

AS OF 4/30/23

	GENERAL FUNDS					
	01 GENERAL FUND	04 2021 STREET MAINT. FUND	06 COURT SPECIAL REVENUE FUND	07 PD SPECIAL REVENUE FUND	08 STAN GRAHAM MEMORIAL TREE FUND	TOTAL GENERAL FUNDS
REVENUE SOURCE						
TAXES	\$ 5,478,295	\$ 1,083,333	\$ -	\$ -	\$ -	\$ 6,561,628
PERMITS	332,000		-	-	-	332,000
FEES	543,000		-	-	-	543,000
FINES & WARRANTS	146,600		-	-	-	146,600
INTEREST & MISC REVENUE	702,504		28,620	1,197	85,175	817,496
TRANSFER IN FROM FUND BALANCE	1,700,000		-	-	-	1,700,000
TOTAL REVENUE	\$ 8,902,399	\$ 1,083,333	\$ 28,620	\$ 1,197	\$ 85,175	\$ 10,100,724
DEPARTMENTAL EXPENSE						
ADMINISTRATION	\$ 1,188,047		\$ -	\$ -	\$ -	\$ 1,188,047
POLICE	2,483,982		-	6,500	-	2,490,482
PLANNING & DEVELOPMENT	949,480		-	-	-	949,480
PUBLIC WORKS	2,610,680					2,610,680
MUNICIPAL COURT	327,144		11,372	-	-	338,516
CAPITAL OUTLAY - GF	1,048,172	415,325	-	-		1,463,497
TREE FUND	-		-	-	19,250	19,250
TOTAL EXPENSE	\$ 8,607,505	\$ 415,325	\$ 11,372	\$ 6,500	\$ 19,250	\$ 9,059,952
BUDGET SURPLUS/ (SHORTFALL)	\$ 294,894	\$ 668,008	\$ 17,248	\$ (5,303)	\$ 65,925	\$ 1,040,772

GENERAL FUND	Audited 9/30/19	Audited 9/30/20	Audited 9/30/21	Audited 9/30/22	Est YE Budget FY22-23
General Fund Balance	\$ 5,691,828	\$ 6,876,356	\$ 8,692,136	\$ 10,548,315	\$ 11,589,087
Less: 2021 Street Maint. Fund	\$ -	\$ -	\$ -	\$ -	\$ (668,008)
Less: Court Special Revenue Fund Balance-Restricted	(123,165)	(132,019)	(137,276)	(162,105)	(179,353)
Less: PD Special Revenue Fund Balance-Restricted	(40,511)	(44,706)	(41,975)	(43,172)	(37,869)
Less: Stan Graham Memorial Tree Fund Balance-Designated	(124,462)	(138,786)	(193,025)	(217,262)	(283,187)
Less: Stabilization Cash Reserve	(2,400,000)	(2,400,000)	(2,400,000)	(2,400,000)	(2,500,000)
Less: Legal Counsel Cash Reserve	(250,000)	(300,000)	(300,000)	(300,000)	(300,000)
Less: Westlake Dr/Capital Projects Cash Reserve	(500,000)	-	-	-	-
Less: Contingency Cash Reserve	(23,829)	(500,000)	(500,000)	(500,000)	-
Less: Brush Pickup Reserve	-	(100,000)	-	(100,000)	-
Less: City Hall Cash Reserve	-	-	-	-	(3,000,000)
Unrestricted General Fund Balance	\$ 2,229,861	\$ 3,260,845	\$ 5,119,860	\$ 6,825,776	\$ 4,620,670

GF - II

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

01 -GENERAL FUND

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
TAXES								
01-40100 PROPERTY TAXES	1,600,706	1,873,782	2,027,107	3,263,628	3,190,801	3,263,628		
01-40200 SALES TAX	3,006,414	3,438,498	3,814,133	2,166,667	1,586,015	2,166,667		
01-40250 MIXED BEVERAGE TAX	29,448	34,041	40,815	48,000	25,645	48,000		
TOTAL TAXES	4,636,568	5,346,321	5,882,055	5,478,295	4,802,461	5,478,295		
PERMITS								
01-41000 BUILDING PERMITS	192,961	255,317	393,337	250,000	229,804	330,000		
01-41010 TECHNOLOGY FEE - PLANNING	0	0	1,395	400	1,560	2,000		
TOTAL PERMITS	192,961	255,317	394,732	250,400	231,364	332,000		
FEES								
01-42000 SUBDIVISION PLATS	2,800	1,900	468	1,000	0	1,000		
01-42010 STREET MAINT FEES	28,195	18,191	31,461	18,000	7,263	18,000		
01-42020 ZONING FEES	45,109	77,900	96,373	73,000	27,175	73,000		
01-42025 INSPECTION FEES	31,880	28,620	41,285	27,000	36,410	45,000		
01-42030 ADMINISTRATIVE FEES	11,377	12,371	10,767	11,000	8,325	11,000		
01-42040 TELECOM FRANCHISE/ROW FEES	104,565	54,575	61,817	55,000	30,929	55,000		
01-42043 NATURAL GAS FRANCHISE FEES	28,924	34,933	48,783	35,000	22,745	40,000		
01-42045 ELECTRIC FRANCHISE FEES	335,162	243,981	245,517	250,000	142,167	250,000		
01-42050 CABLE FRANCHISE FEES	51,363	48,970	48,724	50,000	24,355	50,000		
TOTAL FEES	639,375	521,440	585,194	520,000	299,369	543,000		
FINES & WARRANTS								
01-44000 FINES	126,986	94,452	141,280	130,000	86,033	130,000		
01-44100 WARRANT FEES	1,600	1,800	1,600	1,600	200	1,600		
01-44150 ADMINISTRATIVE FEES	13,561	9,963	16,956	10,000	10,260	15,000		
TOTAL FINES & WARRANTS	142,147	106,215	159,836	141,600	96,493	146,600		
INTEREST & MISC.								
01-45000 INTEREST INCOME	74,105	7,879	81,257	52,000	241,431	450,000		
01-45005 PROPERTY TAX P & I	6,457	7,506	10,005	7,500	18,589	20,000		
01-45007 LEASES	220,896	72,926	76,177	58,560	69,331	76,185		
01-45008 LEASE-PARKING LOT	0	0	0	0	3,286	5,000		
01-45010 MISCELLANEOUS INCOME	11,683	111,585	146,523	10,000	6,391	10,000		
01-45012 POLICE GRANT REVENUE	0	0	0	0	47,958	50,598		
01-45013 CORONAVIRUS RELIEF FUND-COUNTY	0	155,648	0	0	0	0		
01-45017 TXDOT REIMBURSEMENT	0	11,285	0	0	0	0		
01-45018 CLRF GRANT (ARPA)	0	124,433	56,811	75,000	82,730	82,730		
01-45019 OPIOID SETTLEMENT	0	0	0	0	5,354	5,354		
01-45040 SALE OF ASSETS	53,164	326	8,500	0	2,637	2,637		
01-45045 TRANSFER FROM FUND BALANCE	0	0	0	0	0	1,700,000		
TOTAL INTEREST & MISC.	366,306	491,589	379,274	203,060	477,707	2,402,504		
TOTAL REVENUES	5,977,356	6,720,882	7,401,091	6,593,355	5,907,394	8,902,399		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

01 -GENERAL FUND
ADMINISTRATION

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----) (----- 2023-2024 -----)				
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
MAINTENANCE								
01-60050 BUILDING MAINTENANCE	7,973	2,819	3,243	5,000	5,421	13,000		
01-60055 COMPUTER MAINTENANCE	44,688	31,426	27,354	40,000	23,149	40,000		
TOTAL MAINTENANCE	52,661	34,245	30,596	45,000	28,571	53,000		
REPAIRS								
01-60140 EQUIPMENT CONTRACTS	645	645	645	3,500	1,082	3,500		
01-60190 JANITORIAL	4,497	5,379	6,141	7,500	3,322	7,500		
TOTAL REPAIRS	5,142	6,024	6,785	11,000	4,404	11,000		
CONTRACT SERVICES								
01-60200 OUTSIDE LEGAL COUNSEL	4,147	18,493	94,964	75,000	16,666	75,000		
01-60205 CONSULTANT FEES	60,272	11,033	28,069	60,000	52,333	60,000		
01-60206 CITY HALL/911 PROJECT MANAGER	0	0	0	0	26,136	26,136		
01-60210 CITY ATTORNEY FEES	63,841	40,150	62,925	75,000	26,337	75,000		
01-60210.CITY ATTORNEY - LITIGATION	91,415	20,548	4,128	5,000	1,720	5,000		
01-60212 CODIFICATION	6,520	4,637	4,421	5,000	2,225	5,000		
01-60214 TAX COLLECTION EXPENSE	4,957	4,991	4,911	5,600	5,612	5,620		
01-60215 APPRAISAL DISTRICT EXPENSE	6,983	7,472	8,295	7,800	9,938	9,938		
01-60216 AUDITING SERVICES	23,970	20,140	23,160	22,500	12,000	24,500		
01-60220 TRAINING	7,877	1,930	4,159	13,000	8,359	13,000		
01-60221 MEMBERSHIPS/SUBSCRIPTIONS	4,156	2,831	4,649	8,000	2,116	8,000		
01-60230 OFFICE SUPPLIES	3,470	3,299	2,231	3,000	730	3,000		
01-60235 ELECTION EXPENSES	0	150	16,817	10,500	0	10,500		
01-60250 POSTAGE	2,439	604	562	1,000	1,333	1,000		
01-60260 EMPLOYMENT ADS/RECRUITMENT	0	0	41,856	250	0	250		
01-60266 CREDIT CARD FEES	2,346	1,578	24	0	0	0		
01-60270 PRINTING/PUBLICATIONS	1,226	2,163	2,422	26,000	4,319	26,000		
01-60280 PUBLIC NOTICES	9,537	3,968	15,153	10,000	949	10,000		
01-60290 RECORDS STORAGE & MAINTENANCE	1,596	857	832	1,700	811	1,700		
TOTAL CONTRACT SERVICES	294,752	144,844	319,578	329,350	171,581	359,644		
PAYROLL								
01-60330 SALARIES	490,710	434,585	397,471	477,520	257,130	477,520		
01-60331 ANNUAL MERIT INCREASES	0	0	0	50,000	0	50,000		
01-60336 BI-LINGUAL INCENTATIVE	0	0	0	1,200	0	0		
01-60340 PAYROLL TAX	34,456	34,979	28,983	37,402	18,976	37,402		
01-60341 RETIREMENT	70,401	75,026	67,402	82,169	43,394	82,169		
01-60342 LONGEVITY	2,013	552	715	920	420	920		
01-60343 VEHICLE/PHONE ALLOWANCE	64	9,536	6,700	10,840	5,990	10,840		
01-60344 MEDICAL/DENTAL INSURANCE	53,828	47,366	52,441	69,922	48,011	69,922		
01-60346 WORKERS COMP INSURANCE	1,287	782	713	630	502	630		
01-60350 CONTRACT/TEMPORARY SUPPORT	43,247	520	0	0	0	0		
TOTAL PAYROLL	696,005	603,345	554,424	730,603	374,423	729,403		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

01 -GENERAL FUND
ADMINISTRATION

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>UTILITIES & SUNDRY</u>								
01-60430 PUBLIC INFORMATION SERVICES	4,725	4,961	4,169	10,000	0	10,000		
01-60440 SUNDRY	4,264	1,446	2,732	2,000	754	2,000		
01-60450 TELECOM	10,366	4,710	4,692	5,000	2,516	5,000		
01-60465 GENERAL INSURANCE	2,723	2,233	2,677	3,500	2,219	3,500		
01-60469 UNEMPLOYMENT CLAIMS (TWC)	14,831	3,296	0	0	0	0		
01-60475 COMMUNITY RELATIONS	387	0	0	0	0	0		
01-60477 TEAM DEVELOPMENT	2,302	1,563	3,213	3,000	4,436	5,000		
01-60480 RECORDING FEES	500	0	0	0	0	0		
01-60485 UNIFORMS	0	0	0	500	0	500		
01-60490 UTILITIES	9,458	7,750	9,343	9,000	6,580	9,000		
TOTAL UTILITIES & SUNDRY	49,557	25,958	26,826	33,000	16,505	35,000		
<u>CAPITAL OUTLAY</u>								
01-60550 COMPUTERS/FURNITURE/EQUIP	4,789	2,613	9,243	30,000	39,295	40,000		
TOTAL CAPITAL OUTLAY	4,789	2,613	9,243	30,000	39,295	40,000		
<u>TRANSFERS</u>								
TOTAL ADMINISTRATION	1,102,906	817,030	947,453	1,178,953	634,779	1,228,047		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

01 -GENERAL FUND
POLICE DEPARTMENT

EXPENDITURES	2019-2020	2020-2021	2021-2022	(-----	2022-2023	(-----	2023-2024	(-----)
	ACTUAL	ACTUAL	ACTUAL	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
							WORKSPACE	WORKSPACE
MAINTENANCE								
01-61050 BUILDING MAINTENANCE	18,057	7,196	6,219	10,000	2,563	10,000		
01-61055 COMPUTER MAINTENANCE	57,015	66,704	57,249	70,000	49,020	70,000		
01-61060 VEHICLE M & O	16,974	22,353	13,638	20,000	15,506	20,000		
01-61061 FUEL	29,210	24,378	33,243	48,000	13,502	48,000		
01-61080 RADAR REP/CALIBRATION	984	60	440	1,000	400	1,000		
TOTAL MAINTENANCE	122,241	120,691	110,789	149,000	80,991	149,000		
REPAIRS								
01-61150 EQUIPMENT CONTRACTS/REPAIRS	22,383	22,524	25,959	25,000	22,485	25,000		
01-61190 JANITORIAL	6,019	7,182	6,709	7,500	4,474	7,500		
TOTAL REPAIRS	28,402	29,705	32,667	32,500	26,959	32,500		
CONTRACT SERVICES								
01-61200 CITY ATTORNEY FEES	1,049	2,221	4,459	2,500	0	2,500		
01-61210 MEDICAL EXAMINATIONS	1,901	408	1,040	3,000	158	3,000		
01-61211 PSYCHOLOGICAL EXAMINATIONS	3,500	3,050	3,850	4,000	300	4,000		
01-61213 PSYCHOLOGICAL COUNSELING	0	2,100	650	2,000	0	2,000		
01-61215 OPIOID SETTLEMENT EXPENSES	0	0	1,620	0	0	0		
01-61221 MEMBERSHIPS/SUBSCRIPTIONS	5,272	5,316	6,990	4,800	1,427	4,800		
01-61225 BODY CAMERA STORAGE GRANT EXP	0	0	3,520	0	0	0		
01-61230 OFFICE SUPPLIES	5,659	5,206	5,032	5,000	2,419	5,000		
01-61240 POLICE SUPPLIES	26,329	18,546	20,489	22,000	12,521	22,000		
01-61250 POSTAGE	381	264	349	500	63	500		
01-61256 DISPATCH/CTECC	92,577	106,464	122,434	140,800	140,799	140,800		
01-61260 EMPLOYMENT ADS/RECRUITING	538	327	3,074	2,000	0	2,000		
01-61290 RECORDS STORAGE & MAINTENANCE	1,281	771	693	1,500	536	1,500		
TOTAL CONTRACT SERVICES	138,486	144,672	174,200	188,100	158,223	188,100		
PAYROLL								
01-61330 SALARIES	1,163,548	1,158,115	1,204,416	1,380,152	729,730	1,380,152		
01-61335 CERTIFICATION PAY	16,492	16,537	18,158	18,304	8,512	18,304		
01-61336 BI-LINGUAL INCENTATIVE	0	0	0	2,400	0	2,400		
01-61340 PAYROLL TAXES	89,932	94,312	94,397	106,513	55,827	106,513		
01-61341 RETIREMENT	197,919	195,481	199,471	233,245	119,649	233,245		
01-61342 LONGEVITY	6,543	6,158	7,660	8,135	4,175	8,135		
01-61343 VEHICLE/PHONE ALLOWANCE	0	7,920	7,920	8,420	4,620	8,420		
01-61344 MEDICAL/DENTAL INSURANCE	179,838	170,877	178,772	208,313	114,679	208,313		
01-61346 WORKERS COMP INSURANCE	22,583	32,337	29,405	33,500	24,812	33,500		
01-61350 CONTRACT/TEMPORARY SUPPORT	389	1,360	0	0	0	0		
TOTAL PAYROLL	1,677,243	1,683,097	1,740,199	1,998,982	1,062,003	1,998,982		

DEPARTMENT REQUESTED WORKSHEET

AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

01 -GENERAL FUND
POLICE DEPARTMENT

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
UTILITIES & SUNDRY								
01-61450 TELECOM	19,200	25,582	24,311	26,000	13,667	26,000		
01-61465 GENERAL INSURANCE	23,204	21,416	23,553	26,000	19,223	26,000		
01-61470 TRAINING	15,909	15,782	15,652	17,500	16,834	17,500		
01-61475 COMMUNITY RELATIONS/NNO	4,982	3,440	5,713	6,000	990	6,000		
01-61477 TEAM DEVELOPMENT	1,978	1,822	2,929	2,000	1,191	2,000		
01-61480 UNIFORM ALLOWANCE	9,964	15,276	18,528	16,400	16,178	16,400		
01-61485 FIRING RANGE/AMMUNITION/GUNS	5,336	8,653	10,573	8,500	4,077	8,500		
01-61490 UTILITIES	13,763	11,506	13,841	13,000	8,775	13,000		
TOTAL UTILITIES & SUNDRY	94,335	103,478	115,101	115,400	80,934	115,400		
CAPITAL OUTLAY								
01-61550 COMPUTERS/FURNITURE/EQUIP	15,314	6,855	20,618	27,500	24,877	27,500		
01-61551 DIGITAL VIDEO SYST FOR CARS	12,075	0	5,935	14,000	0	14,000		
01-61553 PATROL VEHICLES	115,324	0	68,047	133,000	0	133,000		
01-61554 RADIOS	15,219	0	0	0	0	0		
01-61555 VESTS	5,845	1,530	3,960	3,200	4,664	5,500		
01-61556 RADAR EQUIPMENT	6,255	0	3,579	6,400	6,769	6,770		
01-61558 CAPITAL OUTLAY-TASERS	4,608	5,836	6,080	7,000	0	7,000		
01-61559 CO - PD GRANT EXPENSE	0	0	0	0	47,958	47,958		
01-61560 CAPITAL OUTLAY-BODY CAMERAS	5,911	5,601	4,025	6,400	0	6,400		
TOTAL CAPITAL OUTLAY	180,551	19,822	112,242	197,500	84,268	248,128		
TRANSFERS								
TOTAL POLICE DEPARTMENT	2,241,258	2,101,465	2,285,198	2,681,482	1,493,379	2,732,110		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET

AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

01 -GENERAL FUND
PLANNING & DEVELOPMENT

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
MAINTENANCE								
01-63055 COMPUTER MAINTENANCE	11,970	30,316	33,789	37,500	23,219	37,500		
01-63060 VEHICLE M & O	139	117	502	1,000	257	1,000		
01-63061 FUEL	542	332	650	1,000	862	1,000		
TOTAL MAINTENANCE	12,651	30,765	34,941	39,500	24,338	39,500		
REPAIRS								
01-63140 EQUIPMENT CONTRACTS	0	0	0	1,250	338	1,250		
01-63157 CODE COMPLIANCE EXPENSE	722	0	400	500	96	500		
TOTAL REPAIRS	722	0	400	1,750	434	1,750		
CONTRACT SERVICES								
01-63200 OUTSIDE LEGAL COUNSEL	0	0	1,950	0	0	0		
01-63205 CONSULTANT FEES	45,116	92,303	151,634	200,000	81,416	200,000		
01-63210 CITY ATTORNEY FEES	0	24,318	26,721	30,000	16,100	30,000		
01-63220 TRAINING	4,083	3,229	2,502	7,500	1,127	7,500		
01-63230 OFFICE SUPPLIES	2,114	1,178	1,626	1,500	785	1,500		
01-63240 MEMBERSHIPS/PROFESSIONAL FEES	370	2,012	1,307	3,500	974	3,500		
01-63245 INSPECTIONS/PLAN REVIEWS-ATS	31,123	54,045	68,683	55,000	34,088	65,000		
01-63250 POSTAGE	391	1,800	2,353	2,000	29	2,000		
01-63266 CREDIT CARD FEES	0	3,692	9,731	6,000	8,884	10,000		
01-63270 PRINTING	0	1,387	2,271	1,000	175	1,000		
01-63280 PUBLIC NOTICES/ADVERTISING	0	278	100	1,000	0	1,000		
01-63290 RECORDS STORAGE & MAINTENANCE	0	1,302	1,155	1,200	497	1,200		
TOTAL CONTRACT SERVICES	83,197	185,544	270,032	308,700	144,073	322,700		
PAYROLL								
01-63330 SALARIES	135,527	309,696	368,315	420,052	227,768	360,000		
01-63336 BI-LINGUAL INCENTATIVE	0	0	0	1,200	650	1,200		
01-63340 PAYROLL TAX	10,570	22,334	28,612	32,694	17,633	27,600		
01-63341 RETIREMENT	23,330	48,944	61,040	71,825	38,282	60,000		
01-63342 LONGEVITY	0	1,840	1,900	1,960	1,050	1,960		
01-63343 VEHICLE/PHONE ALLOWANCE	0	3,200	4,280	5,090	2,890	5,090		
01-63344 MEDICAL/DENTAL INSURANCE	19,764	24,943	39,196	49,580	34,922	49,580		
01-63346 WORKERS COMP INSURANCE	951	1,396	1,206	1,100	851	1,100		
01-63350 CONTRACT/TEMPORARY SUPPORT	0	3,251	2,127	0	21,530	70,000		
TOTAL PAYROLL	190,142	415,606	506,675	583,501	345,576	576,530		
UTILITIES & SUNDRY								
01-63440 SUNDRY	0	0	0	0	186	500		
01-63450 TELECOM	1,795	3,222	3,876	4,000	2,013	4,000		
01-63465 GENERAL INSURANCE	1,912	2,020	2,213	3,000	1,674	3,000		
01-63469 UNEMPLOYMENT CLAIMS (TWC)	0	4,129	0	0	0	0		
01-63480 RECORDING FEES	0	0	698	500	0	500		
01-63485 UNIFORMS	0	0	944	1,000	0	1,000		
TOTAL UTILITIES & SUNDRY	3,707	9,371	7,731	8,500	3,873	9,000		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET

AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

01 -GENERAL FUND
PLANNING & DEVELOPMENT

EXPENDITURES	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>CAPITAL OUTLAY</u>								
01-63540 COMPUTERS/FURNITURE/EQUIP	27,106	2,560	0	10,000	13,149	13,150		
TOTAL CAPITAL OUTLAY	27,106	2,560	0	10,000	13,149	13,150		
<u>TRANSFERS</u>								
TOTAL PLANNING & DEVELOPMENT	317,524	643,846	819,779	951,951	531,444	962,630		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

01 --GENERAL FUND
PUBLIC WORKS

	2019-2020	2020-2021	2021-2022	(-----	2022-2023	-----)	(-----	2023-2024	-----)
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	
							WORKSPACE	WORKSPACE	
REPAIRS									
01-64151 DRAINAGE REPAIRS & MAINT	126,945	117,284	78,741	120,000	27,815	120,000			
01-64155 ROW MAINTENANCE	74,759	158,121	212,801	130,000	56,541	130,000			
01-64156 ROW CANOPY CLEARANCE	0	0	0	100,000	0	0			
01-64160 FIRE SAFETY/BRUSH PICKUP	0	243,282	0	0	1,700,752	1,820,000			
01-64165 SIGN MAINTENANCE	14,661	2,745	414	2,500	235	2,500			
01-64170 STREET LIGHTING	65	208	163	250	109	250			
01-64175 STREET REPAIRS	18,313	4,956	7,924	5,000	3,215	5,000			
TOTAL REPAIRS	234,743	526,596	300,044	357,750	1,788,666	2,077,750			
CONTRACT SERVICES									
01-64205 CONSULTANT FEES	0	0	0	21,500	400	21,500			
01-64217 SOLID WASTE SERVICES	447,866	467,246	482,364	511,300	253,568	511,300			
TOTAL CONTRACT SERVICES	447,866	467,246	482,364	532,800	253,968	532,800			
UTILITIES & SUNDRY									
01-64465 GENERAL INSURANCE	0	0	0	0	130	130			
TOTAL UTILITIES & SUNDRY	0	0	0	0	130	130			
CAPITAL OUTLAY									
01-64550 STREET IMPRV/TRAFFIC CALMING	0	0	8,430	0	4,807	4,807			
01-64552 CITY ENTRANCE SIGNAGE	0	0	0	85,000	0	85,000			
01-64553 CITY HALL REMODEL/REBUILD	1,835	0	0	0	0	0			
01-64555 DRAINAGE IMPROVEMENTS	0	12,000	0	0	0	0			
01-64565 STREET REPAVING/MAINT - WD10	110,989	141,624	0	0	0	0			
01-64566 ANNUAL MAINT-CEDAR OAK-YR 3	0	0	37,882	0	636,087	636,087			
01-64567 ANNUAL MAINT-HRBRVW & WLDCT HL	120,729	53,971	322,988	0	2,346	2,500			
01-64568 ANNUAL MAINTENANCE-YEAR 4	0	0	40,517	0	4,792	5,000			
01-64569 ANNUAL MAINTENANCE-YEAR 5	0	0	73,631	0	4,792	5,000			
01-64570 ANNUAL MAINTENANCE-YEAR 6	0	0	0	0	942	1,000			
TOTAL CAPITAL OUTLAY	233,553	207,595	483,448	85,000	653,766	739,394			
TRANSFERS									
TOTAL PUBLIC WORKS	916,161	1,201,437	1,265,856	975,550	2,696,531	3,350,074			

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

01 -GENERAL FUND
MUNICIPAL COURT

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)		
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE
REPAIRS							
01-67140 EQUIPMENT CONTRACTS	0	0	0	500	338	500	
01-67150 COMPUTER MAINTENANCE/UPGRADE	18,792	28,047	24,457	29,500	20,979	29,500	
TOTAL REPAIRS	18,792	28,047	24,457	30,000	21,317	30,000	
CONTRACT SERVICES							
01-67220 TRAINING	2,230	1,037	2,520	4,500	1,874	4,500	
01-67221 MEMBERSHIPS/SUBSCRIPTIONS	181	150	195	400	0	400	
01-67230 COURT SUPPLIES	871	1,850	1,077	1,250	279	1,250	
01-67250 POSTAGE	471	849	816	1,000	0	1,000	
01-67260 PROSECUTOR FEES	24,858	32,423	28,177	30,000	22,540	35,000	
01-67266 CREDIT CARD FEES	5,514	4,674	8,400	6,500	4,879	8,500	
01-67290 RECORDS STORAGE & MAINTENANCE	719	718	582	1,000	295	1,000	
TOTAL CONTRACT SERVICES	34,844	41,700	41,767	44,650	29,866	51,650	
PAYROLL							
01-67330 SALARIES	130,695	130,159	145,913	166,305	84,727	166,305	
01-67336 BI-LINGUAL INCENTATIVE	0	0	0	2,400	650	2,400	
01-67340 PAYROLL TAXES	9,763	10,232	11,313	13,019	6,579	13,019	
01-67341 RETIREMENT	19,552	18,900	21,142	28,602	12,906	28,602	
01-67342 LONGEVITY	1,031	1,118	1,330	1,740	965	1,740	
01-67343 VEHICLE/PHONE ALLOWANCE	0	0	0	2,420	1,290	2,420	
01-67344 MEDICAL/DENTAL INSURANCE	23,545	21,829	24,752	24,483	16,775	24,483	
01-67346 WORKERS COMP INSURANCE	501	782	661	575	466	575	
TOTAL PAYROLL	185,088	183,019	205,110	239,545	124,359	239,544	
UTILITIES & SUNDRY							
01-67430 PUBLIC INFORMATION SERVICES	0	0	2,480	2,500	0	2,500	
01-67450 TELECOM	0	0	2,331	1,100	1,364	2,400	
01-67465 GENERAL INSURANCE	359	434	588	600	475	600	
01-67475 PUBLIC EDUCATION/COMM RELATION	0	250	155	250	0	250	
01-67485 UNIFORMS	0	0	0	200	0	200	
TOTAL UTILITIES & SUNDRY	359	683	5,554	4,650	1,839	5,950	
CAPITAL OUTLAY							
01-67550 COMPUTERS/FURNITURE/EQUIP	0	0	0	7,500	4,493	7,500	
TOTAL CAPITAL OUTLAY	0	0	0	7,500	4,493	7,500	
TRANSFERS							
TOTAL MUNICIPAL COURT	239,083	253,450	276,889	326,345	181,874	334,644	
TOTAL EXPENDITURES	4,816,932	5,017,228	5,595,174	6,114,281	5,538,006	8,607,505	
REVENUE OVER/(UNDER) EXPENDITURES	1,160,424	1,703,654	1,805,917	479,074	369,388	294,894	

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

04 -2021 STREET MAINT FUND

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
TAXES								
04-40200 SALES TAX	0	0	0	1,083,333	792,857	1,083,333		
TOTAL TAXES	0	0	0	1,083,333	792,857	1,083,333		
TOTAL REVENUES	0	0	0	1,083,333	792,857	1,083,333		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

04 -2021 STREET MAINT FUND
PUBLIC WORKS

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>CONTRACT SERVICES</u>								
04-64205 CONSULTANT FEES	0	0	0	50,000	22,403	50,000		
TOTAL CONTRACT SERVICES	0	0	0	50,000	22,403	50,000		
<u>CAPITAL OUTLAY</u>								
04-64570 ANNUAL MAINTENANCE-YEAR 6	0	0	0	365,325	0	365,325		
TOTAL CAPITAL OUTLAY	0	0	0	365,325	0	365,325		
 TOTAL PUBLIC WORKS	 0	 0	 0	 415,325	 22,403	 415,325		
 TOTAL EXPENDITURES	 0	 0	 0	 415,325	 22,403	 415,325		
 REVENUE OVER/ (UNDER) EXPENDITURES	 0	 0	 0	 668,008	 770,455	 668,008		

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

06 -COURT SPECIAL REVENUE

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

REVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
FINES & WARRANTS								
06-44170 LTPDF-LOCAL TRUANCY PREVENTION	1,475	3,445	6,420	2,400	4,560	6,000		
06-44180 LMJF-LOCAL MUNICIPAL JURY FUND	30	69	128	50	91	120		
06-44200 SECURITY FEES	4,317	3,912	6,663	3,100	4,540	6,000		
06-44300 TECHNOLOGY FEES	4,610	3,430	5,628	3,500	3,745	5,500		
TOTAL FINES & WARRANTS	10,431	10,856	18,839	9,050	12,936	17,620		
CHILD SAFETY REVENUE								
06-45015 CHILD SAFETY & HEALTH REVENUE	10,139	7,843	10,704	8,700	8,174	11,000		
TOTAL CHILD SAFETY REVENUE	10,139	7,843	10,704	8,700	8,174	11,000		
TOTAL REVENUES	20,570	18,699	29,543	17,750	21,110	28,620		

AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

06 -COURT SPECIAL REVENUE
MUNICIPAL COURT

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>CONTRACT SERVICES</u>								
06-67290 SECURITY EXPENSE	1,235	359	2,803	7,872	3,561	7,872		
06-67291 TECHNOLOGY EXPENSE	1,542	5,409	1,571	2,500	2,281	2,500		
06-67292 TRANSLATION SERVICES	0	0	340	1,000	190	1,000		
TOTAL CONTRACT SERVICES	2,777	5,768	4,714	11,372	6,032	11,372		
<u>PAYROLL</u>								
<u>CAPITAL OUTLAY</u>								
06-67555 CO - SECURITY EXPENSE	0	0	0	35,000	0	0		
06-67560 CO - TECHNOLOGY EXPENSE	8,939	7,675	0	0	0	0		
TOTAL CAPITAL OUTLAY	8,939	7,675	0	35,000	0	0		
 TOTAL MUNICIPAL COURT	 11,716	 13,443	 4,714	 46,372	 6,032	 11,372		
 TOTAL EXPENDITURES	 11,716	 13,443	 4,714	 46,372	 6,032	 11,372		
 REVENUE OVER/(UNDER) EXPENDITURES	 8,854	 5,256	 24,829	 (28,622)	 15,077	 17,248		

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

07 -FD SPECIAL REVENUE

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

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

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET

AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

07 -PD SPECIAL REVENUE
POLICE DEPARTMENT

	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----) CURRENT BUDGET	(----- 2022-2023 -----) Y-T-D ACTUAL	PROJECTED YEAR END	(----- 2023-2024 -----) REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
UTILITIES & SUNDRY								
07-61470 LEOSE TRAINING	528	1,121	0	1,500	1,047	1,500		
07-61471 SPECIAL REVENUE TRAINING	0	2,993	0	5,000	0	5,000		
TOTAL UTILITIES & SUNDRY	528	4,113	0	6,500	1,047	6,500		
TOTAL POLICE DEPARTMENT								
	528	4,113	0	6,500	1,047	6,500		
TOTAL EXPENDITURES								
	528	4,113	0	6,500	1,047	6,500		
REVENUE OVER/ (UNDER) EXPENDITURES								
	4,195	(2,732)	1,197	(5,000)	150	(5,303)		

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

08 -STAN GRAHAM MEM TREE FUND

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>REVENUE</u>								
08-40200 OAK WILT FEE	9,000	13,050	17,250	5,000	7,650	14,000		
08-40260 TREE REPLACEMENT REVENUE	12,450	46,943	31,100	0	71,100	71,100		
TOTAL REVENUE	21,450	59,993	48,350	5,000	78,750	85,100		
<u>DONATIONS</u>								
08-45020 DONATIONS-STAN GRAHAM	250	1,375	0	0	75	75		
TOTAL DONATIONS	250	1,375	0	0	75	75		
<u>TOTAL REVENUES</u>	21,700	61,368	48,350	5,000	78,825	85,175		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

08 -STAN GRAHAM MEM TREE FUND
TREE FUND

EXPENDITURES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>MAINTENANCE</u>								
08-60050 BEAUTIFICATION	5,720	5,820	22,973	15,000	8,684	15,000		
TOTAL MAINTENANCE	5,720	5,820	22,973	15,000	8,684	15,000		
<u>REPAIRS</u>								
08-60156 CITY SIGN MAINT & LANDSCAPING	1,655	1,309	1,140	4,250	149	4,250		
TOTAL REPAIRS	1,655	1,309	1,140	4,250	149	4,250		
<u>UTILITIES & SUNDRY</u>								
TOTAL TREE FUND	7,376	7,129	24,113	19,250	8,833	19,250		
TOTAL EXPENDITURES	7,376	7,129	24,113	19,250	8,833	19,250		
REVENUE OVER/ (UNDER) EXPENDITURES	14,324	54,239	24,237	(14,250)	69,992	65,925		

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
AMENDED BUDGET SUMMARY TOTALS -WASTEWATER
FY 2022-2023

AS OF 4/30/23

WASTEWATER (WW) FUNDS			
02	10	11	
WW FUND	WW DEBT SERVICE FUND	WW CONSTR. FUND	TOTAL WW FUNDS
REVENUES			
\$ -	\$ -	\$ -	\$ -
2,274,028	1,500	20,000	2,295,528
\$ 2,274,028	\$ 1,500	\$ 20,000	\$ 2,295,528
EXPENSES			
\$ -	\$ -	\$ -	\$ -
2,123,409	-	-	2,123,409
\$ 2,123,409	\$ -	\$ -	\$ 2,123,409
BUDGET SURPLUS/ (SHORTFALL)			
\$ 150,619	\$ 1,500	\$ 20,000	\$ 172,119

WW FUND	Audited 9/30/19	Audited 9/30/20	Audited 9/30/21	Audited 9/30/22	Estimated YE Budget FY22-23
WW Fund Balance	\$ 2,043,696	\$ 2,405,620	\$ 3,263,244	\$ 4,087,338	\$ 4,259,457

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

02 -WASTE WATER FUND

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

REVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
REVENUE								
02-50100 WASTEWATER REVENUE	1,986,364	2,202,658	2,331,124	2,200,000	1,182,850	2,200,000		
02-50200 WASTEWATER PENALTIES	3,683	2,640	14,087	5,000	6,073	10,000		
02-50250 INDUSTRIAL SURCHARGE REVENUE	91,993	81,072	31,707	30,500	15,121	30,500		
02-50300 REIMBURSEMENT REVENUE	6,983	5,549	7,580	0	3,880	3,880		
02-50400 ENGINEERING ASSESSMENT FEE	2,435	822	1,503	0	1,065	1,065		
02-50500 ADMINISTRATIVE FEES	5,554	8,429	4,489	7,500	1,085	4,000		
02-50505 CREDIT CARD FEES	3,645	3,339	0	0	0	0		
02-50700 IMPACT FEES	133,952	7,661	7,661	0	22,983	22,983		
02-50750 INTEREST INCOME	419	35	298	100	782	1,600		
TOTAL REVENUE	2,235,026	2,312,204	2,398,449	2,243,100	1,233,839	2,274,028		
TOTAL REVENUES	2,235,026	2,312,204	2,398,449	2,243,100	1,233,839	2,274,028		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

02 -WASTE WATER FUND
WASTEWATER DEPARTMENT

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
MAINTENANCE								
02-60005 SYSTEM MAINTENANCE	11,708	0	0	0	0	0		
02-60055 COMPUTER MAINTENANCE	14,668	0	0	0	0	0		
TOTAL MAINTENANCE	26,376	0	0	0	0	0		
CONTRACT SERVICES								
02-60205 WASTEWATER PROJECT CONSULTANT	6,651	0	0	10,000	0	10,000		
02-60210 RATE ANALYSIS	0	0	1,375	0	0	0		
02-60220 TREATMENT CHARGES (COA)	381,001	426,497	412,631	410,000	252,026	410,000		
02-60225 TRAINING	580	0	0	0	0	0		
02-60230 BILLING FEES/AWR	5,694	36,793	54,385	49,000	28,434	55,000		
02-60235 OFFICE SUPPLIES	597	0	0	0	0	0		
02-60250 WW CHEMICALS	31,052	45,447	19,292	30,000	3,635	10,000		
02-60260 WW UTILITIES	7,214	7,047	7,457	9,000	4,084	9,000		
02-60266 CREDIT CARD/BANK FEES	5,223	5,152	1,660	2,500	35	250		
02-60270 WW M & O - FIXED/CROSSROADS	27,105	27,105	27,105	70,800	22,218	70,800		
02-60275 WW M & O - VARIABLE/CROSSROADS	187,324	168,701	177,370	165,000	109,762	165,000		
02-60290 RECORDS STORAGE & MAINTENANCE	0	18	0	0	113	250		
TOTAL CONTRACT SERVICES	652,440	716,760	701,276	746,300	420,307	730,300		
PAYROLL								
02-60330 WW SALARIES	44,766	11	0	0	0	0		
02-60340 PAYROLL TAXES	3,559	4	0	0	0	0		
02-60341 RETIREMENT	6,223	0	0	0	0	0		
02-60344 MEDICAL/DENTAL INSURANCE	7,618	0	0	0	0	0		
02-60346 WORKERS COMP INSURANCE	267	0	0	0	0	0		
TOTAL PAYROLL	62,434	15	0	0	0	0		
UTILITIES & SUNDRY								
02-60410 ENGINEERING	8,932	17,645	21,087	10,000	15,575	25,000		
02-60450 TELECOM	922	0	0	0	0	0		
02-60465 GENERAL INSURANCE	6,156	6,162	6,676	6,195	5,662	6,195		
TOTAL UTILITIES & SUNDRY	16,010	23,808	27,762	16,195	21,237	31,195		
CAPITAL OUTLAY								
02-60510 DEBT PAYMENTS	215,793	243,429	228,251	1,191,914	104,274	1,191,914		
02-60515 DEBT PMT TO GENERAL FUND	0	0	0	150,000	0	150,000		
02-60565 CAPITAL OUTLAY - WW SYSTEM	0	0	0	20,000	5,647	20,000		
TOTAL CAPITAL OUTLAY	215,793	243,429	228,251	1,361,914	109,920	1,361,914		
TRANSFERS								
02-60998 DEPRECIATION	620,084	621,152	621,201	0	0	0		
TOTAL TRANSFERS	620,084	621,152	621,201	0	0	0		
TOTAL WASTEWATER DEPARTMENT	1,593,138	1,605,163	1,578,490	2,124,409	551,464	2,123,409		
TOTAL EXPENDITURES	1,593,138	1,605,163	1,578,490	2,124,409	551,464	2,123,409		
REVENUE OVER/(UNDER) EXPENDITURES	641,888	707,042	819,959	118,691	682,374	150,619		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023
FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

10 -WASTEWATER DEBT SERVICE

REVENUES	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
INCOME								
10-40100 INTEREST INCOME	5,247	112	112	100	730	1,500		
TOTAL INCOME	5,247	112	112	100	730	1,500		
TOTAL REVENUES	5,247	112	112	100	730	1,500		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023
FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

10 -WASTEWATER DEBT SERVICE
WW DEBT SERVICE

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
CAPITAL OUTLAY								
REVENUE OVER/ (UNDER) EXPENDITURES	5,247	112	112	100	730	1,500		

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023
FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

11 -WASTEWATER CONSTRUCTION

REVENUES	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
INCOME								
11-40100 INTEREST INCOME	5,646	471	4,023	2,000	10,537	20,000		
TOTAL INCOME	5,646	471	4,023	2,000	10,537	20,000		
TOTAL REVENUES	5,646	471	4,023	2,000	10,537	20,000		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

11 -WASTEWATER CONSTRUCTION
EXPENSE

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>REPAIRS</u>								
<u>CONTRACT SERVICES</u>								
<u>CAPITAL OUTLAY</u>								
<u>TRANSFERS</u>								
REVENUE OVER/ (UNDER) EXPENDITURES	5,646	471	4,023	2,000	10,537	20,000		

*** END OF REPORT ***

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

AS OF 4/30/23

2022 GO BOND FUNDS		
21	22	
2022 GO BOND I&S FUND	2022 GO BOND CAPITAL PROJ FUND	TOTAL 2022 GO BOND FUNDS
REVENUES		
\$ -	\$ -	\$ -
1,364,639	700,000	2,064,639
\$ 1,364,639	\$ 700,000	\$ 2,064,639
EXPENSES		
1,364,139	2,061,000	3,425,139
\$ 1,364,139	\$ 2,061,000	\$ 3,425,139
BUDGET SURPLUS/ (SHORTFALL)		
\$ 500	\$ (1,361,000)	\$ (1,360,500)

	EST YE Budget	
2022 GO BOND FUNDS	Audited 9/30/22	FY22-23
2022 GO BOND FUNDS	\$ 17,963,484	\$ 16,602,984

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

21 -2022 GO BOND I & S FUND

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

REVENUES	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----)			(----- 2023-2024 -----)	
				CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>REVENUE</u>								
21-40100 PROPERTY TAXES I&S	0	0	0	1,364,139	1,334,245	1,364,139		
TOTAL REVENUE	0	0	0	1,364,139	1,334,245	1,364,139		
<u>INTEREST & MISC</u>								
21-45000 INTEREST INCOME	0	0	7	0	226	500		
21-45105 ISSUED BONDS PREMIUM	0	0	10,575	0	0	0		
TOTAL INTEREST & MISC	0	0	10,582	0	226	500		
<u>TOTAL REVENUES</u>	0	0	10,582	1,364,139	1,334,471	1,364,639		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

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

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>CAPITAL OUTLAY</u>								
21-60510 DEBT PAYMENT-PRINCIPAL	0	0	0	240,000	240,000	240,000		
21-60515 DEBT PAYMENTS-INTEREST	0	0	0	1,124,139	735,904	1,124,139		
TOTAL CAPITAL OUTLAY	0	0	0	1,364,139	975,904	1,364,139		
 TOTAL 2022 GO BOND FUND I&S	0	0	0	1,364,139	975,904	1,364,139		
 TOTAL EXPENDITURES	0	0	0	1,364,139	975,904	1,364,139		
 REVENUE OVER/ (UNDER) EXPENDITURES	0	0	10,582	0	358,567	500		

*** END OF REPORT ***

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

22 -2022 GO BOND CAPITAL PROJ

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

	2019-2020	2020-2021	2021-2022	{----- 2022-2023 -----}			{----- 2023-2024 -----}	
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>INTEREST & ISSUANCE COSTS</u>								
22-45000 INTEREST INCOME	0	0	146,736	90,000	405,308	700,000		
22-45100 ISSUED BONDS PAR VALUE	0	0	23,825,000	0	0	0		
22-45105 ISSUED BONDS PREMIUM	0	0	1,459,079	0	0	0		
TOTAL INTEREST & ISSUANCE COSTS	0	0	25,430,815	90,000	405,308	700,000		
TOTAL REVENUES	0	0	25,430,815	90,000	405,308	700,000		

CITY OF WEST LAKE HILLS
DEPARTMENT REQUESTED WORKSHEET
AS OF: APRIL 30TH, 2023

FY2022-2023 AMENDED BUDGET AS OF APRIL 30, 2023

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

	2019-2020	2020-2021	2021-2022	(----- 2022-2023 -----)	(----- 2023-2024 -----)			
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET WORKSPACE	PROPOSED BUDGET WORKSPACE
<u>CAPITAL OUTLAY</u>								
22-64500 CITY HALL - LAND PURCHASE	0	0	6,323,664	0	0	0		
22-64501 CITY HALL CONSTRUCTION	0	0	0	300,000	750	1,000		
22-64502 CITY HALL PROJECT MANAGER	0	0	0	0	59,825	300,000		
22-64504 CITY HALL-ARCHITECTURE EXPENSE	0	0	0	0	248,795	1,000,000		
22-64505 CAMP CRAFT/EANES CREEK	0	0	204,649	150,000	54,979	150,000		
22-64510 LAUREL VALLEY RD	0	0	185,390	150,000	66,861	150,000		
22-64515 REDBUD TRAIL	0	0	136,822	100,000	30,909	100,000		
22-64520 TERRACE MOUNTAIN	0	0	60,868	40,000	32,027	40,000		
22-64525 WESTLAKE DRIVE	0	0	161,995	130,000	77,908	130,000		
22-64530 YAUPON VALLEY RD	0	0	120,446	90,000	50,917	90,000		
22-64535 ROADS-PROJECT MANAGEMENT	0	0	0	0	44,778	100,000		
TOTAL CAPITAL OUTLAY	0	0	7,193,834	960,000	667,748	2,061,000		
<u>TRANSFERS</u>								
22-64999 DEBT ISSUANCE COSTS	0	0	284,079	0	0	0		
TOTAL TRANSFERS	0	0	284,079	0	0	0		
TOTAL 2022 GO BOND FUND CAP PRJ	0	0	7,477,912	960,000	667,748	2,061,000		
TOTAL EXPENDITURES	0	0	7,477,912	960,000	667,748	2,061,000		
REVENUE OVER/ (UNDER) EXPENDITURES	0	0	17,952,902	(870,000)	(262,440)	(1,361,000)		

*** END OF REPORT ***

BUDGET PLAN ITEMS

			FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	
Item	Average useful life	# needed per year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Vehicles	5 years	2 per year	\$80,000	\$80,000	\$94,000	\$108,000	\$110,500	\$110,500	\$133,000	\$133,000	\$133,000	\$133,000	FY 2018/19 cost updated
	# needed per year					2	2	2	2	2	2	2	
	cost per unit					\$54,000	\$55,250	\$55,250	\$66,500	\$66,500	\$66,500	\$66,500	
	total cost (est.)					\$108,000	\$110,500	\$110,500	\$133,000	\$133,000	\$133,000	\$133,000	
2	Authorized - FY 2018/2019	2			\$108,000								
	Requested - FY 2019/2020	2				\$108,000							
2	Authorized - FY 2019/2020	2				\$110,500							
	Requested - FY 2020/2021	2					\$110,500						
	Authorized - FY 2020/2021	0					\$0						
	Requested - FY 2021-2022												
	1 squad car - \$66,000 1 traffic car - \$35,000	3						\$101,000					1 squad car (4WD with winch) and 1 traffic car
	Authorized - FY 2021/2022	2						\$101,000 - only spent \$68,047					unable to purchase traffic vehicle
	Requested FY 2022/2023	2							\$133,000				2 squad cars
	Authorized	2							\$133,000				ordered early with permission from Mayor, Ashby, and Vonda
Radios - in car	5-7 years	7 year rep. cycle	\$19,653	\$19,653	\$19,653	\$11,000	\$0	\$0	\$0	\$13,000	\$13,000	\$13,000	
	# needed per year					2	0	0	0	2	2	2	
	cost per unit					\$5,500	\$5,500	\$5,500	\$5,500	\$6,500	\$6,500	\$6,500	
	total cost (est.)					\$11,000	\$0	\$0	\$0	\$13,000	\$13,000	\$13,000	
3	Authorized - FY 2018/2019	3			\$16,000								
	Requested - FY 2019/2020	2				\$11,000							
	Authorized - FY 2019/2020	2				\$11,000							
	Requested - FY 2020/2021	0					\$0						
	Authorized - FY 2020/2021	0					\$0						
	Requested - FY 2021-2022	1						\$0					
	Authorized - FY 2021/2022							\$0					
	Requested FY 2022/2023								\$0				
	Authorized												

WLH PD Budget projection FY 2022/2023

			FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	
Radios - handheld	5-7 years	7 year rep. cycle	\$30,375	\$30,375	\$30,375	\$5,300	\$0	\$0	\$0	\$21,200	\$15,900	\$15,900	
	# needed per year					1	0	0	0	4	3	3	
	cost per unit					\$5,300	\$5,300	\$5,300	\$5,300	\$5,300	\$5,300	\$5,300	
	total cost (est.)					\$5,300	\$0	\$0	\$0	\$21,200	\$15,900	\$15,900	
5	Authorized - FY 2018/2019	5			\$26,500								
	Requested - FY 2019/2020	1				\$5,300							
	Authorized - FY 2019/2020	1				\$5,300							
	Requested - FY 2020/2021	0					\$0						
	Authorized - FY 2020/2021	0					\$0						
	Requested - FY 2021-2022	0						\$0					
	Authorized - FY 2021/2022							\$0					
	Requested FY 2022/2023								\$0				
	Authorized												
Tasers	5 years, per Taser Int.	5 year rep. cycle	\$0	\$7,755	\$4,653	\$5,250	\$8,750	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	
	# needed per year					3	5	4	4	4	4	4	
	cost per unit					\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	
	total cost (est.)					\$5,250	\$8,750	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	
8	Authorized - FY 2018/2019	8			\$12,568								
	Requested - FY 2019/2020	3				\$5,250							
	Authorized - FY 2019/2020	3				\$5,250							
	Requested - FY 2020/2021	5					\$8,750						
	Authorized - FY 2020/2021	3					\$5,250						
	Requested - FY 2021-2022	4						\$7,000					4 Tasers
	Authorized - FY 2021/2022							\$7,000					
	Requested FY 2022/2023								\$7,000				
	Authorized												

WLH PD Budget projection FY 2022/2023

			FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	
Item	Average useful life	# needed per year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Body Cameras	3-4 years	4 year rep. cycle	\$0	\$3,072	\$4,608	\$8,100	\$8,000	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	
	# needed per year					4	5	4	4	4	4	4	
	cost per unit (need dock 2019)					\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	
	total cost (est.)					\$6,400	\$8,000	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	
4	Authorized - FY 2018/2019	4			\$6,144								
	Requested - FY 2019/2020	4				\$6,400							
	Authorized - FY 2019/2020	4				\$6,400							
	Requested - FY 2020/2021	5					\$8,000						
	Authorized - FY 2020/2021	4					\$6,400						
	Requested - FY 2021-2022	4						\$6,400					4 Body Cameras
	Authorized - FY 2021/2022							\$6,400					
	Requested FY 2022/2023								\$6,400				
	Authorized												
Arbitrator in car camera system	4-5 years	5 year rep. cycle	\$16,443	\$16,443	\$10,962	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	
	# needed per year					2	2	2	2	2	2	2	
	cost per unit					\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	
	total cost (est.)					\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	
2	Authorized - FY 2018/2019	2			\$13,770								
	Requested - FY 2019/2020	2				\$14,000							
	Authorized - FY 2019/2020	2				\$14,000							
	Requested - FY 2020/2021	2					\$14,000						
	Authorized - FY 2020/2021	0					\$0						
	Requested - FY 2021-2022	3						\$14,000					2 InCar video systems
	Authorized - FY 2021/2022							\$5,935					
	Requested FY 2022/2023								\$14,000				
	Authorized												

WLH PD Budget projection FY 2022/2023

[illegible]

CITY OF WEST LAKE HILLS
MAINTENANCE LIST



ID	Street	Description	Estimated Drainage Costs	Estimated Street Costs	Estimated Total Cost	Year	Estimated Annual Cost
*1	Yaupon Valley Rd Pavement	West Of Redbud Trl	\$ -	\$ 107,663	\$ 107,663	1	\$ 368,392
2	Forest View Dr Pavement	End to City Limits	\$ -				
3	Ledgeway Dr Pavement	Entire Rd					
4	Westlake Dr Pavement (Temporary)	Buckeye Dr to Redbud Trl		\$ 260,729	\$ 260,729		
5	Ox Eye Trl Pavement	Entire Rd	\$ -				
*6	Harbor View Drainage and Pavement	Wild Cat Hollow to Culvert	\$ 473,375	\$ 99,550	\$ 572,925	2	\$ 572,925
*7	Wild Cat Hollow Pavement	Skyline Dr to End	\$ 150,000	\$ 296,175	\$ 446,175	3	\$ 570,575
8	Cedar Oak Drainage		\$ 124,400	\$ -	\$ 124,400		
9	Double Fork Rd Pavement	Entire Rd	\$ -	\$ 45,500	\$ 45,500	4	\$ 260,900
10	Juniper Rd Pavement	Redbud Trl to Mulberry Rd	\$ -	\$ 74,475	\$ 74,475		
11	Kennan Rd Pavement	Entire Rd	\$ -	\$ 140,925	\$ 140,925		
12	Spurlock Valley Rd Drainage and Pavement	Entire Rd	\$ 190,500	\$ 37,150	\$ 227,650	5	\$ 350,775
13	Old Bee Cave Rd Drainage	Entire Rd	\$ 123,125	\$ -	\$ 123,125		
14	Rocky River Rd Pavement	Entire Rd	\$ -	\$ 239,350	\$ 239,350	6	\$ 365,325
15	Wren Valley Cv Pavement	Entire Rd	\$ -	\$ 125,975	\$ 125,975		
16	N Peak Rd Pavement	Rollingwood Dr to Gentry Dr	\$ 56,388	\$ 249,825	\$ 306,213	7	\$ 356,213
17	Pavement Condition Analysis			\$ 50,000	\$ 50,000	8	\$ 454,775
18	Buckeye Trl Pavement	Spiller Rd to Westlake Dr	\$ 73,575	\$ 177,450	\$ 251,025		
19	Skyline Dr Pavement	Nob Hill Cir to Wild Cat Hollow	\$ 75,000	\$ 128,750	\$ 203,750		
20	Terrace Mtn Cv Pavement	Entire Rd	\$ -	\$ 24,100	\$ 24,100		
21	Swiftcurrent Trl Pavement	Entire Rd	\$ -	\$ 87,400	\$ 87,400		
22	Oak Ridge Dr Pavement	Rock Creek Dr to Westbrook Dr	\$ -	\$ 22,850	\$ 22,850	9	\$ 508,950
23	Washington Cutoff Pavement	Entire Rd	\$ -	\$ 30,850	\$ 30,850		
24	Calithea Rd Pavement	Entire Rd	\$ -	\$ 38,150	\$ 38,150		
25	Circle Ridge Dr Pavement	Redbud Trl to Little Bend Rd	\$ -	\$ 66,150	\$ 66,150		
26	Las Lomas Ct Pavement	Entire Rd	\$ -	\$ 39,650	\$ 39,650		
27	Spiller Ln Pavement	Entire Rd	\$ -	\$ 65,000	\$ 65,000		
28	Split Rail Trl Pavement	Westbrook Dr to Bullen Ln	\$ -	\$ 40,000	\$ 40,000		
29	Westwood Ter Pavement	Bee Cave Rd to Westbrook W	\$ -	\$ 26,450	\$ 26,450		
30	Rock Creek Dr Pavement	Oak Ridge Dr to City Limits	\$ -	\$ 39,000	\$ 39,000		
31	Crestwood Ct Pavement	Entire Rd	\$ -	\$ 29,350	\$ 29,350		
32	Nob Hill Cir Pavement	Entire Rd	\$ 75,000	\$ 142,500	\$ 217,500	10	\$ 443,500
33	Windsong Trl Pavement	Entire Rd	\$ 70,000	\$ 156,000	\$ 226,000	11	\$ 311,275
34	Cedar Park Dr Pavement	Entire Rd	\$ 40,000	\$ 93,125	\$ 133,125		
35	Bent Tree Ct Pavement	Entire Rd	\$ 10,000	\$ 39,200	\$ 49,200		
36	Sugar Creek Dr Pavement	Gentry Dr to End	\$ -	\$ 72,050	\$ 72,050		
37	Rocky Ledge Rd Pavement	Rocky River Rd to End	\$ -	\$ 56,900	\$ 56,900	12	\$ 375,050
38	Circle Ridge Dr Pavement	Little Bend Rd to End	\$ -	\$ 69,450	\$ 69,450		
39	Las Lomas Dr Pavement	Parkwood Ct to Woodview Ct	\$ 45,000	\$ 62,450	\$ 107,450		
40	Live Oak Cir Pavement	Entire Rd	\$ 65,000	\$ 133,150	\$ 198,150		

* Dependent on Travis County Water District 10 Scheduling



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>May 24, 2023</u>	Item Number:	<u>9</u>
Department:	<u>Administration</u>		
	<u>Trey Fletcher, City</u>		
Prepared By:	<u>Administrator</u>	Cost / Budget:	<u>TBD / ~ \$1M / year</u>
Exhibits:	<u>None.</u>	Source of Funds:	<u>Dedicated Sales Tax</u>

Subject

Discussion and action regarding Pavement / Street Maintenance Project prioritization.

Recommendation

Staff recommends approval of the projects prioritized.

Discussion

A summary of the pavement condition report was presented by RAS on April 26 to the City Council. On this meeting, a recommendation for the prioritization of projects based on the findings will be presented for funding over the course of the Street Maintenance Program through FY 26. Sales tax revenues over the three-year term are projected to be \$3,250,000 or about \$1.08M/year to support these efforts.