



MEETING NOTICE
Tuesday, November 18, 2025

LOCATION: COUNCIL CHAMBER
TOWN OF WESTLAKE TOWN HALL
1500 SOLANA BLVD., SUITE 7100
BUILDING 7, WESTLAKE, TX 76262



TOWN OF WESTLAKE TOWN COUNCIL MEETING 4 PM

WESTLAKE ACADEMY BOARD OF TRUSTEES MEETING 5 PM

REGULAR MEETING AGENDA

The Town Council of the Town of Westlake also serves as the governing Board of Trustees for Westlake Academy. This agenda may contain both municipal and Westlake Academy items, which will be clearly identified. **NOTE: To comply with Senate Bill 12, Westlake Academy items will begin no earlier than 5 p.m. but may start later depending on the progression of posted agenda items.** Town Council/Board of Trustees meetings are available for viewing online via live-stream or on-demand at <https://www.westlake-tx.org/787/Watch-Meetings-Live>. In an effort to improve meeting efficiency, any residents wishing to speak must submit a speaker request form to the Town Secretary prior to the start of the meeting.

Pursuant to Texas Government Code Section 551.127, one or more members of the Town Council may participate in this meeting by video-conference call. A quorum of the Town Council and the presiding officer will be present at the physical location of the meeting.

NOTE: As authorized by Section 551.071 of the Texas Government Code, the Town Council/Board of Trustees may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney and/or School Attorney on any agenda item listed herein.

A. CALL REGULAR TOWN COUNCIL MEETING TO ORDER (4 P.M.) AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION AND PLEDGES OF ALLEGIANCE

C. CITIZEN/PUBLIC COMMENTS

This is an opportunity for citizens/public to address the Town Council on any matter, whether or not it is posted on the agenda. Anyone wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. Individual comments are normally limited to three (3) minutes. The presiding officer may ask the individual to hold their comment on an agenda item if the item is posted as a Public Hearing. The Town Council cannot by law take action nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Town Council will receive the information, ask staff to

review the matter, or an item may be noticed on a future agenda for deliberation or action.

D. ITEMS OF COMMUNITY INTEREST

Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

D.1. Items of Community Interest (Jon Sasser, Communications Director)

D.2. Provide a demonstration of the newly acquired cardiac heart monitor (LifePak 35). (Chief John Ard, Westlake Fire Department)

TOWN COUNCIL AGENDA ITEMS FOR CONSIDERATION

E. CONSENT AGENDA

All items listed below are considered routine by the Town Council and/or Board of Trustees and will be enacted with one motion. There will be no separate discussion of items unless a Council/Board Member or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

E.1. Discuss, consider and act to approve the Town Council/Board of Trustees Meeting Minutes for the October 21, 2025 Regular Meeting. (Town Secretary Dianna Buchanan)

E.2. Discuss, consider and act to approve Resolution 25-40 authorizing a Professional Services Agreement with Westwood Professional Services, Inc. for the engineering design for the Westlake Pump Station Improvements Project in an amount not to exceed \$372,200. (Cheryl Taylor, P.E., Director of Public Works)

F. PUBLIC HEARINGS AND CORRESPONDING ACTION ITEMS

F.1. Hold a Public Hearing and discuss, consider and act to adopt Ordinance 1038 approving a request from Marquis Group to rezone approximately 25 acres of land located at 4110 and 4120 Aspen Lane and currently zoned as R-5, country residential district to the TC, town center form-based development district (town center edge zone). (Jason Alexander, AICP, CEcD, Deputy Town Manager)

F.2. Hold a Public Hearing and discuss, consider and act to adopt Ordinance 1039, approving a request for text amendments related to certain performance standards for approximately 85.9 acres of land in PD, Planned Development

District 1-2 ("PD 1-2"), commonly referred to as Entrada, by adding "repository" as a land use permitted by-right; providing a definition and certain performance standards for a repository; providing a penalty; providing a cumulative clause; providing a severability clause; providing a savings clause; authorizing publication; and establishing an effective date. The property is generally located on the south side of State Highway 114, to the east of Davis Boulevard, and to the north of Solana Boulevard. (Jason Alexander, AICP, CEcD, Deputy Town Manager)

G. REGULAR AGENDA ITEMS

- G.1. Discuss, consider and act regarding Ordinance 1037 approving amendments to Town of Westlake Utility Rates. (Finance Director Cayce Lay Lamas)
- G.2. Discuss, consider and act to approve Resolution 25-50 approving contracts with Driven Security for the purchase of Verkada Access Control and Camera Hardware, 5-year Licensing, and installation services for the Westlake Fire EMS Station No. 1 and the Public Works Facilities. (Jason Power, I.T. Director)
- G.3. Discuss, consider and act regarding Ordinance 1040 approving a contract extension with Allied Waste aka Republic Services for Trash Pick Up and Recycling Services effective January 1, 2026. (Town Manager Wade Carroll).
- G.4. Consider and act to excuse Mayor and Council absence(s), if any.

WESTLAKE ACADEMY BOARD OF TRUSTEES AGENDA ITEMS

H. CALL REGULAR WESTLAKE ACADEMY BOARD OF TRUSTEES MEETING TO ORDER (5 P.M. OR LATER) AND ANNOUNCE A QUORUM PRESENT

I. PARENT/PUBLIC COMMENTS

This is an opportunity for parents/public to address the Board of Trustees on any matter, whether or not it is posted on the agenda. Anyone wishing to speak on action items must submit a speaker request form to the Board Secretary prior to the start of the meeting. Individual comments are normally limited to three (3) minutes. The presiding officer may ask the individual to hold their comment on an agenda item if the item is posted as a Public Hearing. The Board of Trustees cannot by law take action nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Board of Trustees will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

J. PRESENTATIONS AND RECOGNITIONS

- J.1. Fine Arts Presentation/Recognition (Dr. Kelly Ritchie, Head of School)

J.2. BRW Architects Presentation (Dr. Kelly Ritchie, Head of School)

K. REGULAR BOARD OF TRUSTEES AGENDA ITEMS

- K.1. Discuss, consider and act to approve WA Library Policy Update. (Dr. Kelly Ritchie, Head of School, Katie Estrasa, Secondary Library Media Specialist, and Sarah Titus, PYP Library Media Specialist)
- K.2. Discuss, consider and act to approve WA Resolution 25-28 Approving the Westlake Academy Audit for FY 2024-2025. (Finance Director Cayce Lay Lamas).
- K.3. Discuss, consider and act to amend the Westlake Academy Code of Conduct to align expulsion parameters with Board policy and the Texas Education Code. (Dr. Kelly Ritchie, Head of School).

L. EXECUTIVE SESSION

The Town Council/Board of Trustees will conduct a closed session pursuant to Section 551.071 (2) of the Texas Government Code, for the purpose of seeking confidential legal advice from the Town Attorney/Westlake Academy Attorney for the following:

- L.1. Section 551.071: Consultation with and legal advice from the Town Attorney regarding pending litigation - Vertical Bridge v. Town of Westlake.
- L.2. Section 551.071: Consultation with and legal advice from Academy Attorney regarding Westlake Academy Affiliate Group: Westlake Academy Athletic Club (WAAC).
- L.3. Section 551.074(1) Deliberation regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Westlake Academy finance and technology personnel.

M. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS

N. FUTURE AGENDA ITEMS/STAFF RECAP OF TOWN COUNCIL/BOARD DIRECTION(S) RECEIVED

- N.1. Town Council Future Agenda Items
- N.2. Board of Trustees Future Agenda Items

O. ADJOURNMENT

I certify that the above notice was posted on the bulletin board at Town of Westlake, Town Hall, located at 1500 Solana Blvd., Building 7, Suite 7100, Westlake, TX 76262, and at the Westlake Academy Administration Building located at 2600 JT Ottinger Road, Westlake, TX 76262 in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

/s/ Dianna Buchanan, CMC

Dianna Buchanan, Town/Board Secretary



Disabilities Notice: *If you plan to attend the meeting and have a disability that requires special needs, please contact the Town Secretary's Office 48 hours in advance by calling phone number 817-490-5711 and reasonable accommodation will be made to assist you.*



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025
FROM: Jon Sasser, Director of Communications, Communications
SUBJECT: Items of Community Interest

AGENDA ITEM NO: D.1.

SUMMARY/BACKGROUND:

Updates on events and news around Westlake and Westlake Academy.

Pursuant to Texas Government Code Section 551.0415 the Town Council (and or designee) may report on the following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

NOTABLE ITEMS AND UPCOMING EVENTS:

Town Hall/Municipal Court Closed
Thanksgiving Holiday
November 27-28, 2025

Planning & Zoning Meeting
Tuesday, December 2, 2025; 5 pm
1500 Solana Blvd, Westlake

Westlake Together Tree Lighting
Wednesday, December 3, 2025; 6-9 pm
1500 Solana Blvd, Westlake

Town Council Meeting
Tuesday, December 16, 2025; 4 pm
1500 Solana Blvd, Westlake

Town Hall/Municipal Court Closed
Christmas Holiday
December 24-25, 2025

Additional Notes:

Monster Mash: Update on attendees
Police Watch: Vacation Plans
WA Survey: Westlake residents
Volunteer Cleanup: Refer to the Mayor for update



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025
FROM: John Ard, Fire Chief, Fire Dept.
SUBJECT: Demonstration of cardiac heart monitor (LifePak 35).

AGENDA ITEM NO: D.2.

ATTACHMENTS:

None

SUMMARY :

Provide a demonstration of the newly acquired cardiac heart monitor (LifePak 35).

BACKGROUND AND DISCUSSION:

The Town Council recently approved the purchase of a cardiac monitor (LifePak 35). This monitor is replacing the 2011 LifePak 15 cardiac monitor to maintain TxDSHS MICU licensure and ensure reliable delivery of Advanced Life Support (ALS) emergency medical care.

The Fire-EMS department will provide a demonstration of some of its capabilities and explain why this device is crucial to EMS patient care.

FISCAL IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

None

ACTION OPTIONS:

N/A



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** E.1.
FROM: Dianna Buchanan, Town Secretary, Town Secretary's Office
SUBJECT: Discuss, consider and act to approve the Town Council/Board of Trustees Meeting Minutes for the October 21, 2025 Regular Meeting. (Town Secretary Dianna Buchanan)

ATTACHMENTS:

1. 10.21.2025 TC BOT MINUTES DRAFT

SUMMARY :

The Town Council/Board of Trustees Meeting Minutes are attached for the October 21, 2025 Regular Meeting for review and consideration of approval.

BACKGROUND AND DISCUSSION:

Approval of meeting minutes is a formal process ensuring accuracy, transparency, and compliance with the Texas Open Meetings Act. Meeting minutes must document a quorum being present, accurately reflect the meeting's proceedings, and record specific actions taken. Upon approval and execution, the minutes become the official transcript and permanent record of the meeting. Minutes of open meetings are considered public records and are available upon approval for inspection as outlined by the Texas Public Information Act upon request.

FISCAL IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

Approve the meeting minutes as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table



Town Council/Board of Trustees
Town of Westlake
Council Chamber, 1500 Solana Blvd
Building 7, Suite 7100 Westlake, TX 76262



Tuesday, October 21, 2025, 5:00 PM
Meeting Minutes - Draft

The Town Council of the Town of Westlake also serves as the governing Board of Trustees for Westlake Academy. This agenda may contain both municipal and Westlake Academy items, which will be clearly identified. Town Council/Board of Trustees meetings are available for viewing online via live-stream or on-demand at <https://www.westlake-tx.org/787/Watch-Meetings-Live>. In an effort of meeting efficiency, any residents wishing to speak must submit a speaker request form to the Town Secretary prior to the start of the meeting.

Pursuant to Texas Government Code Section 551.127, one or more members of the Town Council may participate in this meeting by videoconference call. A quorum of the Town Council and the presiding officer will be present at the physical location of the meeting.

NOTE: As authorized by Section 551.071 of the Texas Government Code, Town Council may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town/School Attorney on any agenda item listed herein.

A. CALL REGULAR MEETING TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Greaves called the meeting to order at 5:01 p.m. and announced a quorum present with Council Member Smith attending virtually. Council Member Gautier is absent.

COUNCIL PRESENT:

Mayor Kim Greaves
Council Member Michael Yackira
Council Member T. J. Duane

Mayor Pro Tem Tammy Reeves
Council Member Kevin Smith (present virtually)

COUNCIL ABSENT:

Council Member Todd Gautier

STAFF PRESENT:

Town Manager Wade Carroll
Town Attorney Alex Crowley
Town Secretary Dianna Buchanan
Human Resources Director Sandy Garza
Attorney Janet Bubert
Fire Chief John Ard
Asst. Director Public Works Kyle Flanagan
Academy Finance Mngr. Marlene Rutledge

Head of School Dr. Kelly Ritchie
Dir. of Innovation and Dev. Michelle Briggs
I.T. Director Jason Power
Finance Director Cayce Lay Lamas School
Communications Director Jon Sasser
Public Works Director Cheryl Taylor
High School Principal Dr. James Owen

B. INVOCATION AND PLEDGES OF ALLEGIANCE

Pastor Mike Banas of Milestone Church, Keller, provided the invocation. Mayor Greaves was assisted by Dr. Kelly Ritchie and Westlake Academy first grade students - Decker Flora, Saylor Rodriguez and Hanna Vu--to lead the pledges.

C. CITIZEN/PARENT COMMENTS

This is an opportunity for citizens to address the Town Council/Board of Trustees on any matter, whether or not it is posted on the agenda. Any residents wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. Individual citizen comments are normally limited to three (3) minutes. The presiding officer may ask the citizen to hold their comment on an agenda item if the item is posted as a Public Hearing. The Town Council/Board of Trustees cannot by law take action nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Town Council/Board of Trustees will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

Mayor Greaves asked if there was anyone present that wanted to speak. There was no one to speak at this time.

D. ITEMS OF COMMUNITY INTEREST

Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items:

(1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

D.1. Items of Community Interest

Communications Director Jon Sasser provided an update on Items of Community Interest and upcoming events, including the upcoming Monster Mash event on Saturday, upcoming holiday closures on November 27th and 28th, and the Westlake Together Tree Lighting event. Mayor Greaves presented a proclamation in recognition of Westlake Stroll Magazine to Publisher Connie Vernon and Managing Editor Diana Raney.

E. PRESENTATIONS

E.1. Receive presentation from Methodist Southlake Medical Center.

Presentation received from Benson Chacko, FACHE, President, Methodist Southlake Medical Center, to introduce Westlake to the hospital, the services offered, and especially the cardiac care that are all available and nearby.

E.2. Receive Utility Rate Study.

Finance Director Cayce Lay Lamas provided an introduction to the presentation, noting that as a best practice a utility rate study should be conducted every three to five years, and this evening the study will be presented and recommendations will be

made but no action will be taken at tonight's meeting. Present virtually and providing the presentation for the Utility Rate Study was Matthew Garrett of NewGen Strategies and Solutions, LLC, the consulting firm that prepared the Utility Rate Study. Recommended rate changes will be considered for approval by the Town Council at the November 18th meeting.

F. CONSENT AGENDA

All items listed below are considered routine by the Town Council and/or Board of Trustees and will be enacted with one motion. There will be no separate discussion of items unless a Council/Board Member or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

Mayor Greaves announced the item and noted that all expenditures listed on the Consent Agenda have been previously authorized in the Town's adopted fiscal year budget. No additional appropriation of funding is required. Mayor Greaves asked if there were any items to be removed from the agenda. Mayor Pro Tem Reeves requested to remove Item F.10. for further discussion.

- F.1. Discuss, consider and act to approve the Town Council/Board of Trustees Meeting Minutes for the September 16, 2025 Regular Meeting and the October 2, 2025 Special Meeting.
- F.2. Discuss, consider and act to approve Resolution 25-37 authorizing the expenditure of funds for the purchase of water meters and utility parts from Atlas Utility Supply Company for an amount not to exceed \$125,000.
- F.3. Discuss, consider and act to approve Resolution 25-38 authorizing the expenditure of funds for Town-wide landscaping and tree trimming services by Smith Lawn and Tree in an amount not to exceed \$613,000.
- F.4. Discuss, consider and act to approve Resolution 25-39 authorizing the expenditure of funds for the purchase of a Compact Excavator from the RDO Equipment Company in the amount of \$78,997.
- F.5. Discuss, consider and act to approve Resolution 25-41 authorizing the execution and submittal by the Town Manager or his designee of an application to the Public Utility Commission to amend Certificates of Convenience and Necessity (CCN) to Change Boundaries for the Water Service Area and Wastewater Service Area within the Town of Westlake, Texas matching the Town Limits.
- F.6. Discuss, consider, and act to approve Resolution 25-44 ratifying the approval by the Town Manager to purchase one new ambulance from Frazer, Sterling McCall Ford/Frazer Ltd. through HGAC (Houston-Galveston Area Council) Cooperative Purchasing Program for an amount not to exceed \$400,000.00; and authorizing expenditure for completion of said acquisition.
- F.7. Discuss, consider, and act to approve Resolution 25-45 approving and authorizing the expenditure of funds for the purchase and upfit of one 2026 Tahoe emergency command vehicle from Lake Country Chevrolet through the

TIPS Cooperative Purchasing Program for an amount not to exceed \$85,000.00; and authorizing expenditure for completion of said acquisition.

- F.8. Discuss, consider, and act to approve Resolution 25-46 to ratify the purchase of one cardiac monitor/defibrillator (LifePak 35) from Stryker through the Sourcewell Purchasing Cooperative Agreement for an amount not to exceed \$75,000.00.
- F.9. Discuss, consider and act to approve Resolution 25-43 approving and authorizing the expenditure of funds for purchasing two Chevrolet Colorado Trucks from the Silsbee Fleet Group through the TIPS Cooperative Purchasing Program for an amount not to exceed \$76,095.50.
- F.10. Discuss, consider and act to approve WA Resolution 25-25 to update the Westlake Academy Compensation Plan by revising both the Administrative Schedule and the Supplemental & Summer Schedule.

NOTE: Item F.10. was removed from the Consent Agenda at the request of Mayor Pro Tem Reeves to be discussed and considered separately.

- F.11. Discuss, consider and act to approve WA Resolution 25-26 to approve the Westlake Academy Student Code of Conduct for School Year 2025-2026.
- F.12. Discuss, consider and act to approve WA Resolution 25-27 Authorizing the Filing of a Charter Renewal Application with the Texas Education Agency to continue to own and operate Westlake Academy.

Motion by Mayor Pro Tem Reeves and Motion Second by Council Member Duane to approve the remainder of the Consent Agenda (excluding Item F.10). Mayor Greaves called the vote.

Motion to approve the Consent Agenda (excluding Item F.10.) approved by all present. Council Member Gautier was absent.

Mayor Greaves directed the meeting to Item F.10. "Discuss, consider and act to approve WA Resolution 25-25 to update the Westlake Academy Compensation Plan by revising both the Administrative Schedule and the Supplemental & Summer Schedule." Dr. Ritchie provided background information about the requested change. Human Resources Director Sandy Garza also answered questions. Motion by Council Member Yackira and Motion Second by Council Member Duane to approve WA Resolution 25-25 to update the Westlake Academy Compensation Plan by revising both the Administrative Schedule and the Supplemental & Summer Schedule. Mayor Greaves called for the vote.

Motion to approve WA Resolution 25-25 approved by all present. Council Member Gautier was absent. Mayor Greaves directed the meeting to Item G.

G. REGULAR AGENDA ITEMS

- G.1. **(TABLED 09.16.2025)** Discuss, consider and act to approve the Westlake Academy Parent-Student Handbook.

Dr. Ritchie provided an overview of the item detailing that the part of the Westlake Academy Parent-Student Handbook requiring Board approval was the Student Code of Conduct, which was approved this evening as part of the Consent Agenda. Motion by Council Member Yackira and Motion Second by Council Member Smith to take No Action for Item G.1. Mayor Greaves called for the vote.

Motion to take no action on Item G.1. approved by all present. Council Member Gautier was absent.

- G.2. **(TABLED 09.16.2025)** Discuss, consider, and act regarding a technology plan for Westlake Academy Class of 2026.

Dr. Ritchie provided an overview of the technology plan being followed. Dr. Owen provided a detailed summary of the processes in place to provide technology that is needed for the students and the outcome of student surveys with results showing that the plan in place is working. Motion by Council Member Yackira and Motion Second by Council Member Duane to take no action. Mayor Greaves called for the vote.

Motion to take no action on Item G.2. approved by all present. Council Member Gautier was absent.

- G.3. Discuss, consider and act regarding Resolution 25-34, approving the participation of the Town in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303 of the Texas Local Government Code, as amended; nominating Goosehead Insurance Agency, LLC to the Governor's Office for Economic Development and Tourism as an Enterprise Project through the Economic Development Bank; and authorizing execution by the Town Manager or their Designee of any related documents and actions in support of that nomination.

Town Manager Carroll provided an overview of the item which will allow Goosehead Insurance to apply to the Governor's Office of Economic Development and Tourism to receive incentives through a program administered by the State. Motion by Council Member Duane and Motion Second by Council Member Yackira to approve Resolution 25-34 as presented. Mayor Greaves called for the vote.

Motion to approve Resolution 25-34 as presented approved by all present. Council Member Gautier was absent.

- G.4. Discuss, consider and act to approve Resolution 25-48 ratifying actions approved by the Westlake Development Corporation (WDC) to amend the WDC Operating Budget for the Fiscal Year Ending September 30, 2026 by increasing expenditures in an amount not to exceed \$35,000.00 and to approve a Professional Services Contract between the WDC and Lew Oliver Inc. for conceptual site plan services for the Entrada Development.

Town Manager Carroll presented the item to approve an increase in the Westlake Development Corporation's (WDC) 2026 fiscal year budget in an amount not to exceed \$35,000 to fund planning services by Lew Oliver for a conceptual site plan for Entrada, and will ratify the contract between the WDC and Lew Oliver for those services. Motion by Council Member Duane and Motion Second by Council Member Yackira to approve Resolution 25-48 to ratify the actions of the WDC as presented. Mayor Greaves called for the vote.

Motion to approve Resolution 25-48 as presented approved by all present.

Council Member Gautier was absent.

- G.5. Discuss, consider and act to approve Resolution 25-47 Ratifying the Authorization by the Town Manager for the Emergency Repair of Water Infrastructure by Global Pump Solutions for replacement of a 250 horsepower motor and starter for pump #4 at the Town's water pump station in an amount not to exceed \$78,000 utilizing Buy Board Contract #770-25.

Assistant Public Works Director Kyle Flanagan provided a presentation detailing the emergency repairs that were necessary for Pump #4 at the Town's water pump station. Motion by Council Member Duane and Motion Second by Mayor Pro Tem Reeves to approve Resolution 25-47 as presented. Mayor Greaves called for the vote.

Motion to approve Resolution 25-47 as presented approved by all present.

Council Member Gautier was absent.

- G.6. Discuss, consider and act regarding the start time for Regular Meetings of the Town Council/Board of Trustees and authorize amendment of the FY 25-26 Meeting Calendar accordingly.

Item discussed. In response to Senate Bill 12, the Town Council (Council) will meet at 4 p.m. for Regular Meetings, and the Board of Trustees (Board) Regular Meetings will be posted to begin at 5 p.m. There will continue to be a joint meeting agenda for the Council and Board and in the event Council specific items are completed prior to 5 p.m., there will be a recess until 5 p.m. at which time the Board meeting will be called to order. The design of the agenda preferred is that of Sample 1 provided in the packet. Motion by Council Member Yackira and Motion Second by Mayor Pro Tem Reeves to amend the Regular Meeting Calendar to show Council meetings begin at 4 p.m. and Board of Trustees meetings begin at 5 p.m., and to use the agenda design as shown in Sample 1. Mayor Greaves called for the vote.

Motion approved as presented by all present. Council Member Gautier was absent.

H. EXECUTIVE SESSION

The Town Council/Board of Trustees will conduct a closed session pursuant to Section 551.071 (2) of the Texas Government Code, for the purpose of seeking confidential legal advice from the Town Attorney/Westlake Academy Attorney for the following:

Mayor Greaves announced Items H.1. and H.2. for consideration during Executive Session and recessed the Regular Meeting to Executive Session at 6:58 p.m.

H.1. Section 551.071: Consultation with and legal advice from Academy Attorney regarding Westlake Academy Affiliate Group: Westlake Academy Athletic Club (WAAC).

H.2. Section 551.072: Deliberation regarding the Purchase, Exchange, Lease or Value of Real Property: 48 and 52 Girona and 34 Cortez, Westlake Entrada, Westlake.

I. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS

Mayor Greaves reconvened the Regular Session from Executive Session at 7:16 p.m. and asked if there was any action needed from the Executive Session.

Motion by Mayor Pro Tem Reeves and Motion Second by Council Member Yackira to approve the exchange of property owned by the Town of Westlake located at and known as 34 Cortez, Westlake Entrada, Westlake for property owned by MRW Investors, LLC, located at and known as 48 Girona and 52 Girona, Westlake Entrada, Westlake; to direct the Town attorney to prepare a resolution for the Mayor's signature and any other transactional documents to complete this real property exchange; and to authorize the Town Manager to execute any documents necessary to complete the transaction.

Motion approved by all present. Council Member Gautier was absent.

J. FUTURE AGENDA ITEMS

Mayor Greaves would like a discussion item on a future agenda about bicycles and traffic on Ottinger Road in response to a communication he received from a resident.

K. STAFF RECAP OF COUNCIL DIRECTION

Town Manager Carroll noted there will be a discussion item on a future agenda regarding bicycles and traffic on Ottinger Road as well as a discussion about traffic in general, particularly on Ottinger Road during peak school traffic times and a future traffic study.

L. ADJOURNMENT

Mayor Greaves reminded that the next Regular Meeting is Tuesday, November 18, 2025 and will begin at 4 p.m. Mayor Greaves adjourned the meeting at 7:22 p.m.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** E.2.
FROM: Cheryl Taylor, Public Works Director, Public Works
SUBJECT: Discuss, consider and act to approve Resolution 25-40 authorizing a Professional Services Agreement with Westwood Professional Services, Inc. for the engineering design for the Westlake Pump Station Improvements Project in an amount not to exceed \$372,200. (Cheryl Taylor, P.E., Director of Public Works)

ATTACHMENTS:

1. Resolution 25-40
2. Professional Services Agreement for Westlake Pump Station Improvements Project
3. Prioritized Pump Station Recommendation List
4. Relevant Project Descriptions

SUMMARY :

The existing Pump Station located along SH377 was constructed in early 2000 and requires critical improvements and upgrades to reliably provide potable water to the Town of Westlake which was identified in the Pump Station Condition Assessment conducted earlier this year. The capital associated with this project was part of the approved CIP list within the Town of Westlake budget and funds were gained through the COs approved and received in August of this year.

BACKGROUND AND DISCUSSION:

Public Works is responsible for the maintenance of the Town's public water system. The approximately 25-year-old pump station needs these identified upgrades, as many of the components are at their end of life and the technology has become outdated.

The Town contracted with a consultant for a water system evaluation in Summer 2024, including a pump station condition assessment to determine the current state of the existing facility. The assessment began in August 2024 which resulted in a prioritized list of improvements that need to be addressed in order to continue to reliably provide potable water to the Town of Westlake. The prioritized project list, attached to the agenda, has a preliminary cost for engineering design and construction estimated at \$4M and is included in the Town's 5-year Capital Improvement Program (CIP) funded from the 2025 Certificates of Obligation.

As recently as last month, a new motor and starting equipment needed replacement to pump water and provide adequate system pressure and control of the Town's drinking water and fire protection system. Prior to that, a new 16-inch gate valve to ground storage tank #2 was installed to isolate the tank during the replacement of the meter and control valve while keeping the town in water. Influent meters and control valves to each of the ground storage tanks have also been replaced in the last

year due to unrepairable components for which replacement parts are no longer available. Replacement of motors and control valves on pumps 3 and 4 is currently underway. The primary items in the scope of this contract include replacement of pumps #1-2, additional improvements to pump #5, and expansion of the electrical equipment which necessitates the requirement for the addition of new climate controlled electrical building that will be constructed adjacent to the existing pump house.

The professional services agreement scope of services to complete the list of improvements prioritized in the Pump Station Condition Assessment is as follows:

Basic & Special Services

- A. Project Management, Coordination & Permitting
- B. Field Survey
- C. Preliminary Design (60% Submittal)
- D. Final Design (90% & 100% Submittals)
- E. Bid Phase Services
- F. Construction Administration
- G. Direct Expenses (Not to Exceed)
- H. Power System Study and Arc Flash Hazard Risk Analysis

Design is anticipated to take approximately six (6) months, with bidding and award of contract in Fall 2026. Construction is estimated at nine to twelve (9-12) months, depending on lead times for materials.

Westwood Professional Services, Inc. provides engineering design services to several municipalities in the Dallas – Fort Worth Metroplex. They have a team of specialized professionals that design municipal water system infrastructure including pump stations and elevated storage tanks. Their ability to deliver modern water system infrastructure with operational coordination, scalability, and control system integration is critical for Westlake's pump station upgrades and service reliability goals. Westwood's Relevant Project Descriptions demonstrate their capability to restore inactive and/or outdated infrastructure with modern design standards with an approach to condition assessment, phased planning and operations readiness that supports Westlake's needs for efficient reinvestment in water system assets. Engineering design is a professional service that may be selected based on qualifications.

Funding for the design and construction of the Pump Station Improvement project is included in the 5-year CIP previously approved by the Town Council on September 16, 2025 and will be funded from the 2025 Certificate of Obligation.

FISCAL IMPACT:

The cost of the agreement with Westwood Professional Services, Inc. for the engineering design of the Pump Station Improvement project in the amount of \$372,200 will be funded from the 2025 Certificate of Obligation.

LEGAL REVIEW:

Yes

RECOMMENDATION:

Staff recommends approval of Resolution 25-40 authorizing a professional services agreement with Westwood Professional Services, Inc. for the engineering design of the Westlake Pump Station Improvements project in an amount not to exceed \$372,200.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE

RESOLUTION NO. 25-40

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZATING A PROFESSIONAL SERVICES AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC. FOR THE ENGINEERING DESIGN OF THE WESTLAKE PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT TO EXCEED \$372,200.

WHEREAS, the Town Council of the Town of Westlake recognizes the need to maintain and protect public infrastructure to serve its residents; and,

WHEREAS, the leaders of the Town of Westlake desires to improve quality of life in the town; and,

WHEREAS, the Town Council recognizes that the professional engineering design of the Pump Station improvements is critical to reliably provide potable water to the Town of Westlake; and,

WHEREAS, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Westlake.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:

SECTION 1: That all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the Town Council for the Town of Westlake does hereby authorize a professional services agreement with Westwood Professional Services, Inc. for the engineering design of the Westlake Pump Station Improvements project for the existing pump station located along SH 377.

SECTION 2: That the funding for the professional services agreement of the pump station improvement project which is included in the Town of Westlake's 5-year CIP in an amount not to exceed \$372,200 will be paid for from the 2025 Certificates of Obligation.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this Resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 18th DAY OF NOVEMBER 2025.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

August 29, 2025
Project No.: 0070155.00

Ms. Cheryl Taylor, P.E.
Director of Public Works
TOWN OF WESTLAKE
1500 Solana Boulevard – The Terraces
Building 7, Suite 7200
Westlake, Texas 76262

Re: Professional Civil Engineering & Land Surveying Services
WESTLAKE PUMP STATION IMPROVEMENTS
Westlake, Tarrant County, Texas

Dear Ms. Taylor:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional civil engineering and land surveying services relating to the referenced project. It is our understanding the project consists of upgrades for the Town of Westlake's 7.0 MGD pump station. The proposed project will include design of mechanical, electrical and structural improvements to the pump station as identified in the Pump Station Condition Assessment performed in June 2025. The project will entail upgrades to pumps, piping, valves, electrical and control systems.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance;
- Exhibit D – Schedule; and
- Exhibit E – Limits of Work

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Clint A. Bissett, P.E.

CAB/jmc

These **General Conditions of Agreement** for the **Westlake Pump Station Improvements** (the “**Project**”), together with the attached Exhibits and any amendments hereto, are an agreement (collectively, the “**Agreement**”) between **Town of Westlake** (“**Client**”), a **Texas Governmental Entity**, and **Westwood Professional Services, Inc.** (“**Westwood**”), a Texas corporation. Client and Westwood are each a “**Party**” and collectively, the “**Parties**” to this Agreement dated **August 29, 2025** (the “**Effective Date**”).

1.01 BASIC AGREEMENT

In exchange for the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree that Westwood shall provide, or cause to be provided, the professional services (the “**Services**”) set forth in this Agreement for Client in exchange for payment contemplated herein. In addition, Westwood shall provide drawings, specifications, plans, designs, work product, and other items and materials as described in this Agreement (the “**Deliverables**”).

2.01 SCOPE AND RESPONSIBILITIES

- A. *Westwood.* Westwood shall perform Services for the Project as set forth in the Scope of Services & Fee Proposal, attached and incorporated by reference herein as **Exhibit “A”**, in accordance with the terms of this Agreement and consistent with the Project Schedule, attached and incorporated by reference herein as **Exhibit “E”**. Westwood reserves the right to augment its staff with employees and/or consultants as it deems appropriate to assist in the performance of Services for the Project due to Project logistics, scheduling issues, and/or market conditions. The Deliverables and all other documents, software, data, intellectual property, and other work products created, developed, produced, delivered, performed, and/or provided by Westwood, whether in hard copy or in electronic form, are instruments of service (“**Instruments of Service**”) for this Project, whether the Project is completed or not.
- B. *Client.* In addition to the other responsibilities described in this Agreement and/or imposed by law or in equity, Client shall have the following obligations:
 - 1. Provide all information and criteria as to Client’s requirements, objectives, and expectations for the Project, including all numerical criteria that Client expects Westwood and its consultants, if any, to meet, including all standards of development, design, and/or construction.
 - 2. Provide Westwood all previous studies, plans, and/or other documents pertaining to the Project, including but not limited to the contract with the property owner (the “**Prime Contract**”), if any, and all applicable data requested by Westwood.
 - 3. Arrange for reasonable access to the Project site and other private or public property, including any easements or other authorizations as required for Westwood to provide the Services.
 - 4. Review all documents and/or oral reports presented by Westwood and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services for the Project.
 - 5. Apply for and furnish applicable approvals, licenses, and/or permits from governmental authorities having jurisdiction over the Project.
 - 6. Furnish certifications and/or consents from other entities as may be necessary from time to time and in accordance with Section 10.01.C herein.

7. Be responsible for obtaining from others such independent accounting, legal, insurance, cost estimating, and overall feasibility services as Client may desire for the Project.
8. Comply with all applicable safety guidelines at the Project site at its own expense.
9. Give reasonably prompt written notice to Westwood whenever Client becomes aware of any development that affects the scope, timing, and/or payment of Westwood's Services and/or any defect or noncompliance in any aspect of the Project.
10. Bear all costs incidental to the responsibilities of Client under this Agreement.

3.01 ADDITIONAL SERVICES

- A. The Parties recognize that the Project scope may change from time to time, and in such an event, Westwood may furnish services in addition to those set forth in the Scope of Services & Fee Proposal, if authorized by Client in writing.
- B. In such case(s), the Parties shall appropriately and reasonably adjust Westwood's Services, the Project Schedule, and compensation for such additional services. Specifically, Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class plus reimbursable expenses and Westwood's consultant charges, if any. Client shall also adjust the budget and anticipated design and construction milestones, if any, as necessary to accommodate such changes to the Project Schedule. Additional Services may be documented in a Project Change Order, a template of which is attached and incorporated by reference herein as **Exhibit "E"**.

4.01 PAYMENT PROCEDURES

- A. *Compensation.* Client shall compensate Westwood for its Services as set forth in the Compensation & Method of Payment/Fee Schedule, attached and incorporated by reference herein as **Exhibit "B"**, including any subsequent amendments and/or change orders. Client shall pay Westwood as follows:
 1. *Hourly.* If the Services are agreed to be on an hourly basis, invoice amounts shall be in accordance with Westwood's Fee Schedule in effect at the time when the Services are performed. Westwood's standard hourly rates in the Fee Schedule shall be defined as an amount equal to the cumulative hours charged to the Project by Westwood's employees times standard hourly rates for each applicable billing class for all Services performed on the Project plus reimbursable expenses and Westwood's consultant charges, if any. Fee Schedule prices and rates are subject to change.
 2. *Lump Sum.* If the Services are agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task plus reimbursable expenses and Westwood's consultant charges, if any.

Reimbursable expenses are defined as project-related internal expenses to Westwood actually incurred plus all invoiced external reimbursable expenses allocable to the specific project, the latter of which is multiplied by a factor of 1.15.

If applicable, when compensation to Westwood includes charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15. The consultant's reimbursable expenses and Westwood's factors include consultant

overhead and profit associated with Westwood's responsibility for the administration of such services.

Fee estimates are included in the Scope of Services & Fee Proposal. Westwood may alter the distribution of compensation between individual phases of work to be consistent with Services actually rendered.

- B. *Preparation of Invoices.* Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.
- C. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt.
- D. *Termination or Suspension of Services.* If Client fails to make any payment due to Westwood for fees, costs, or expenses within thirty (30) days of receipt of Westwood's invoice, such failure shall be considered substantial nonperformance and cause for termination in accordance with Section 9.01.B.2.iii of this Agreement. Alternatively, Westwood may suspend Services under this Agreement until Westwood has been paid in full for all amounts due and after giving seven (7) days advance written notice to Client. In the event of a suspension of Services, Westwood shall have no liability for delay or damage caused because of its suspension of Services. If Westwood resumes its Services after being paid all amounts due, the Project and Fee Schedules may be equitably adjusted, if necessary.
- E. *Payment Disputes.* Client shall provide written notification to Westwood within fourteen (14) days of receipt of the invoice should Client object to all or any part of the charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice, and the disputed portion shall be resolved in accordance with Section 8.01 herein.

In no event shall Client withhold amounts from Westwood's compensation to impose a penalty or liquidated damages unless Westwood has been found liable for the amounts in a binding dispute resolution proceeding or lawsuit. Further, Westwood has the right to engage consultants to mitigate its damages, if needed.
- F. *Taxes.* Each Party shall be solely responsible for their own tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to this Agreement.
- G. *Attorney Fees.* In the event that Westwood must retain an attorney or collection agency due to Client's breach of this Agreement and/or to recover amounts due and owing to Westwood, including any additional services authorized by Client in writing pursuant to Section 3.01, Client shall be liable for all fees, costs, and expenses, including reasonable attorney fees, incurred regardless of whether an action is filed or not.
- H. *Interest.* Interest on any outstanding invoice balance past 30 days shall accrue at the rate of 1.25% per month or the highest rate permitted by law. Payments will be credited first to interest and then to principal.

5.01 INTELLECTUAL PROPERTY

- A. *Ownership and License.* Upon Westwood's receipt of full payment for the Deliverables and/or Instruments of Services, Client shall be the owner of all right, title, and interest in and to any and

all Deliverables and/or Instruments of Service. Provide, however, that Westwood shall retain any ownership, copyright, and property interests in its standard systems, sections, details and specification.

- B. *Reuse*. Deliverables and/or Instruments of Service are not intended or represented to be suitable and are not licensed to Client for reuse, change, or alteration on extensions of the Project or on any other project without the express written permission of Westwood. Any unauthorized use of the Deliverables and/or Instruments of Service will be at the Client's sole risk without legal exposure or liability to Westwood.

6.01 GENERAL CONSIDERATIONS

- A. *Standard of Care*. The standard of care ("Standard of Care") for all Services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Westwood shall perform its Services as expeditiously as is consistent with such professional skill and care and in accordance with the orderly progress of the Project.
- B. **DISCLAIMER OF WARRANTIES AND GUARANTEES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01.A ABOVE, WESTWOOD MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO WESTWOOD'S SERVICES UNDER THIS AGREEMENT. WESTWOOD HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THESE SERVICES AND THIS DISCLAIMER EXTEND TO ALL WESTWOOD DELIVERY SERVICES, SOFTWARE, DATA, AND ALL OTHER WESTWOOD WORK PRODUCT AND INTELLECTUAL PROPERTY. FURTHER, WESTWOOD NEITHER GUARANTEES THE PERFORMANCE OF ANY THIRD PARTY, INCLUDING CONTRACTORS, USING THE DELIVERABLES OR SERVICES NOR ASSUMES ANY RESPONSIBILITY FOR ANY THIRD PARTY'S FAILURE TO FURNISH OR PERFORM ANY WORK THAT USES THE DELIVERABLES OR SERVICES.**
- C. *Compliance with Laws*. The Parties will apply the Standard of Care identified in Section 6.01.A and will comply with applicable laws, codes, regulations, and ordinances in effect during the term of this Agreement, which to the best of each Party's knowledge, information, and belief, apply to each Party's respective obligations.
- D. *Right of Entry*. Client grants to Westwood, and, if the Project site is not owned by Client, shall obtain permission for, a reasonable right of entry, access, and/or easement from time to time by Westwood, its employees, agents, and/or consultants upon the Project site for the purpose of providing the Services. Upon written request and approval by Westwood, Westwood may assist Client in obtaining necessary permits and/or licenses related to rights of entry and/or easements in order for Westwood and Westwood's consultants, if any, to adequately access and perform Services at the Project site under this Agreement.
- E. *Underground Data and Investigative Equipment*. Client shall advise and provide Westwood with all information and data in its possession concerning the type and location of all underground utilities, both public and private, as applicable. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing Project site conditions and affect the environment in the area being studied despite the use of reasonable care. To the extent allowed by

Texas law, Client shall indemnify and hold Westwood harmless from claims for damages caused by reasons of Westwood's provision of Services under this Section.

- F. *Reliance on Client-Provided Data.* Client shall be responsible for—and Westwood and its consultants, if any, may use and/or rely upon—the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client or Client's consultants, if any, including but not limited to Client's contractors, manufacturers, and/or suppliers (collectively, "**Client-Provided Data**"). Westwood may use such Client-Provided Data in performing or furnishing the Services under this Agreement, and Westwood shall coordinate the Services with the work provided by Client and/or Client's consultants for the Project.
- G. *Corrections.* Within 60 days of delivery, if Client reasonably and timely notifies Westwood in writing of a deficiency(ies) with Westwood's Services, Deliverables, and/or Instruments of Service, Westwood—as Client's sole and exclusive remedy—shall correct such deficiency(ies) without additional compensation to Client within 60 days after Westwood's receipt of Client's written notice, except to the extent such action is directly attributable to deficiencies in Client-Provided Data. If for any reason Westwood is not able to correct such deficiency(ies) within 60 days after Westwood's receipt of Client's written notice under this Section, Westwood will notify Client and will advise in writing the timeframe needed to correct the deficiency(ies) as expeditiously as possible.
- H. *Responsibility for Others.* Westwood shall not be responsible for the acts, errors, or omissions of any consultant(s), contractor(s), subconsultant(s), subcontractor(s), and/or supplier(s), or of any of their agents or employees or any other persons (except Westwood's own employees or those for whom Westwood is legally responsible) furnishing or performing any work or for any decision made on interpretations or clarifications of Deliverables or Instruments of Service without the consultation and advice of Westwood.
- I. *Non-Construction Phase Work.* It is understood and agreed that if Westwood's Services under this Agreement do not include construction-phase work, and that such work will be provided by Client or others on behalf of Client, then Client assumes all responsibility for interpretation of the Deliverables and/or Instruments of Service for construction observation and/or review. In such instances, if applicable, Client waives any and all claims against Westwood that may be in any way connected thereto. Further, Westwood shall not be required to make exhaustive or continuous on-site inspections of the Project to check the quality or quantity of the work for construction but will reasonably promptly report to Client known deviations, defects, and/or deficiencies, if any.
- J. *Hazardous Environmental Conditions.* The Parties acknowledge this Agreement does not include any Services related to a hazardous environmental condition. Such conditions include, but are not limited to the presence of, asbestos, polychlorinated biphenyls, petroleum, toxic substances or waste, and/or radioactive materials (collectively, "**Hazardous Environmental Conditions**"). If Westwood or any other entity or individual encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential, liquidated, or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client (i) retains an appropriate specialist consultant and/or contractor to identify and, as appropriate, abate, remediate, and/or remove the Hazardous Environmental Condition and (ii) warrants that the site is in full compliance with applicable laws, codes, regulations, and ordinances then in effect, if any. Westwood shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons or property to any such Hazardous Environmental Condition in any form at the Project site.

- K. *Substitutions*. Westwood shall not be responsible for Client's directive, substitution, or acceptance of non-conforming work at the Project that is made or given without Westwood's written approval.

7.01 ALLOCATION OF RISKS

A. ***INDEMNITY BY WESTWOOD***. TO THE FULLEST EXTENT PERMITTED BY LAW, WESTWOOD SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) CLIENT, CLIENT'S OFFICERS, DIRECTORS, PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, OR EMPLOYEES IN THE PERFORMANCE OF WESTWOOD'S OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL WESTWOOD'S INDEMNITY OBLIGATIONS EXTEND BEYOND ANY APPLICABLE ANTI-INDEMNITY STATUTE OR THE LIMITS OF LIABILITY CONTEMPLATED IN SECTION 7.01.C BELOW.

B. ***INDEMNITY BY CLIENT***. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) WESTWOOD, WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND WESTWOOD'S CONSULTANTS, IF ANY, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF CLIENT OR CLIENT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, OR CLIENT'S CONSULTANTS IN THE PERFORMANCE OF CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT.

C. *LIMITATION OF LIABILITY*

1. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO CLIENT AND WESTWOOD, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES, TO THE FULLEST EXTENT OF THE LAW AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF WESTWOOD AND WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WESTWOOD UNDER THIS AGREEMENT OR \$1,000,000.00, WHICHEVER IS GREATER.
2. FURTHER, WESTWOOD'S TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY COST, LOSS, OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF WESTWOOD

AND IN PART BY THE NEGLIGENCE OF CLIENT OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL SHALL NOT EXCEED THE PERCENTAGE SHARE THAT WESTWOOD'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE AT ISSUE.

3. IT IS INTENDED BY THE PARTIES THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT SUBJECT WESTWOOD'S INDIVIDUAL SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OR EMPLOYEES TO ANY PERSONAL LEGAL EXPOSURE FOR THE RISKS ASSOCIATED WITH WESTWOOD'S SERVICES UNDER THIS AGREEMENT.
4. UNDER NO CIRCUMSTANCES SHALL WESTWOOD BE LIABLE FOR EXTRA COSTS, DAMAGES, FEES, OR OTHER CONSEQUENCES DUE TO CHANGED CONDITIONS OR FOR THE FAILURE OF OTHER ENTITIES OR INDIVIDUALS TO PERFORM WORK IN ACCORDANCE WITH THE DESIGN PLANS AND SPECIFICATIONS.

D.WAIVER OF CERTAIN DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES AGAINST THE OTHER, INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND INSURERS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, INDIRECT, EXEMPLARY, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, THE PROJECT, THE DELIVERABLES, INSTRUMENTS OF SERVICE, AND/OR EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. THIS PROHIBITION EXTENDS TO ANY CLAIMS BY CLIENT OR A THIRD PARTY(IES) FOR LOSS OF PROFITS, REVENUE, OPPORTUNITY, GOOD WILL, COST OF SUBSTITUTE FACILITIES, GOODS, SERVICES, AND/OR COST OF CAPITAL.

8.01 CLAIMS AND DISPUTES

- A. *Notice.* In addition to the provisions of Section 4.01.F above regarding payment disputes, if any other dispute, controversy, or claim ("**Dispute**") should arise between the Parties relating to this Agreement, written notice of the Dispute shall be provided by the aggrieved Party to the other Party within 14 days of the instance giving rise to the Dispute.
- B. *Informal Dispute Resolution.* After written notice of a Dispute, the Parties shall attend an in-person meeting, or by remote means if mutually agreeable, in the county where the Project is located or at another mutually agreeable venue. Each Party shall designate at least one person with authority to act and bind the company on its behalf to attend the meeting in a good faith effort to resolve the Dispute and in a timely and cost-effective manner before any further escalation as detailed in this Section.
- C. *Mediation and Litigation.* Should any Dispute fail to resolve during the meeting required under Section 8.01.B, such Dispute shall be submitted to mediation in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. The Parties shall agree upon a mediator in the county where the project from which the Dispute arises is located or in another county if mutually agreed in writing by the Parties. The Parties shall split any mediation fee(s) payable to the mediator to conduct the mediation. The Parties shall each be responsible for and bear their own separate costs and fees for the mediation. Any mediation or civil action by Client must be commenced within one year of the

accrual of the cause of action asserted but in no event later than allowed by applicable statutes. Should mediation fail, the Dispute shall be resolved by litigation to be held in the county where the Project is located or in another county if mutually agreed in writing by the Parties.

- D. *Subpoenas and Document Production.* In the event Westwood is asked or forced through subpoena, deposition, or otherwise to participate in a dispute resolution proceeding between Client and a third-party(ies), including but not limited to providing trial and pre-trial testimony and searching, reviewing, and/or producing documents, Westwood shall recover its costs, fees, and expenses (including its attorney fees) and be compensated for all time spent at the highest rate provided in **Exhibit “B”**.
- E. *Prevailing Party.* In the event of a Dispute, mediation, arbitration, or litigation related to the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorney fees, expenses, and costs in bringing or defending the action. As used herein, a **“Prevailing Party”** means the party that is afforded the greater relief (whether affirmatively or by means of a successful defense) with respect to the totality of claims, including counterclaims and crossclaims, if any, and having the greatest value or importance as determined by the court, mediator, or arbitrator(s) allowing for all of the claims and defenses asserted. In claims for money damages, the total amount of recoverable attorney fees, expenses, and costs shall not exceed the net monetary award or judgment of the prevailing party.
- F. *Consolidation/Joinder.* The Parties agree to consolidation and/or joinder with another pending dispute resolution proceeding, if any, to the extent such consolidation and/or joinder (i) substantially involves common questions of law or fact; (ii) is in the interest of justice or is otherwise necessary to afford complete relief to the Parties hereto; and (iii) is permitted by the judge, arbitrator, mediator, or other decision maker in the other dispute resolution proceeding. The Parties consent to consolidation and/or joinder under this Section even if the other dispute resolution proceeding is in a venue not provided for in this Agreement and/or otherwise is not selected by the Parties hereto.
- G. *Performance.* Client shall continue its payment obligations in accordance with this Agreement during the pendency of any dispute resolution proceedings, including informal dispute resolution, mediation, arbitration, and/or litigation.

9.01 TERM AND TERMINATION

- A. *Term.* This Agreement shall commence on the Effective Date and remain in full force and effect for a period of one (1) year after Westwood’s completion of Services. This Agreement may be renewed by mutual written agreement of the Parties.
- B. *Termination.* This Agreement may be terminated:
 - 1. By either Party upon 30 days written notice in the event of failure by the other Party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the Party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within 30 days of receipt of said notice; provided, however, that if and to the extent such failure cannot be reasonably cured

within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. By Westwood:

- i. Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional;
- ii. Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than 90 days for reasons beyond Westwood's control; or
- iii. Upon seven (7) days written notice if Client fails to make any payment due to Westwood in accordance with this Agreement.

Westwood shall have no liability to Client as a result of such termination in this Section.

3. In the event of a termination of this Agreement, the terminating Party may set the effective date of termination at a time up to 30 days later than would otherwise be provided to allow Westwood time to demobilize personnel and equipment from the Project site; to complete tasks providing value that would otherwise be lost; to prepare notes as to the status of completed and uncompleted tasks; and/or to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

10.01 MISCELLANEOUS PROVISIONS

- A. *Insurance.* Westwood shall maintain insurances during the term of this Agreement as indicated in **Exhibit "C"**, attached and incorporated by reference herein.
- B. *Independent Contractor.* Nothing contained in this Agreement shall be construed to mean that Westwood and Client are engaging in an employer/employee relationship, joint venture, agency, fiduciary relationship, or partnership. The Parties shall at all times be and remain independent contractors of one another. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever. Neither Party shall have any obligation or duty to the other Party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the Parties hereunder.
- C. *Successors and Assigns.* The Parties and the partners, successors, executors, administrators, and legal representatives of each Party are each hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) under this Agreement without the written consent of the other.

- D. *No Third-Party Rights.* This Agreement shall not create any rights or benefits to entities other than to Client and Westwood, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Westwood. No third party shall have the right to rely on Westwood's Deliverables, Instruments of Service, or opinions rendered in connection with the Services without the written consent of Westwood and the third party's agreement to be bound to the same conditions and limitations as Client.
- E. *Force Majeure.* An event of force majeure ("**Force Majeure**") occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather conditions, war, riot, civil disorder, acts of terrorism, disease, epidemic, pandemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or the inability to provide a safe working environment.

In the event of a Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure, and the Project Schedule shall be equitably extended by a like number of days as the event of Force Majeure.

If Services are suspended for 30 days or more, Westwood may, in its sole discretion and upon five (5) days prior written notice, terminate this Agreement, the amendments hereto, if any, the affected change order(s), if any, or any of the above. In the case of such termination, and in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

- F. *Choice of Law.* This Agreement and any disputes arising out of or relating hereto and/or to this Agreement, its formation, and/or the Exhibits hereto shall be governed by the laws of the State of Texas.
- G. *Survivability.* Sections 5.01, 6.01.A-B, 7.01, and 8.01 included in this Agreement shall survive this Agreement's completion or termination for any reason.
- H. *Invalidity.* Any provision or part of this Agreement held to be invalid, void, or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties. To the fullest extent permitted by law, the stricken portion shall be revised to the extent necessary to make that provision legal and enforceable and shall give effect to the Parties' intentions and purposes in executing this Agreement.
- I. *Conflicting Provisions.* In the event the terms of these General Conditions conflict with the Agreement Exhibits, the Prime Contract, or any other applicable agreement, these General Conditions as between Client and Westwood shall govern unless the Parties expressly agree in writing otherwise.
- J. *Notices.* Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (i) when delivered personally; by registered or certified mail, return receipt requested, postage prepaid; or by UPS/FedEx express courier service or (ii) when sent by e-mail with receipt confirmation requested, provided, that a hard copy of such notice shall also be sent in accordance with the methods described in clause (i) of this Section within two (2) business days of such email. All notices shall

be sent to the address set forth on the signature page of this Agreement or to such other address or person as may be designated by a Party in writing to the other Party pursuant to this Section.

- K. *Total Agreement.* This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, superseded, or modified by a mutually executed written instrument by both Parties. No waiver of any condition or of the breach of any term of this Agreement shall be deemed to be a further or continuing waiver of any such condition or of the breach of any term of this Agreement.
- L. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

The Parties hereto have executed this Agreement as of the Effective Date first indicated above.

CLIENT:
Town of Westlake

WESTWOOD:
Westwood Professional Services, Inc.

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

(Date)

(Date)

Client Address/Contact for giving notices:

Westwood Address/Contact for giving notices:

Westwood Professional Services, Inc.

C/O General Counsel

2805 North Dallas Parkway, Suite 150

Plano, Texas 75093

Email: legal@westwoodps.com

EXHIBITS:

- A Scope of Services & Fee Proposal**
- B Compensation & Method of Payment/Fee Schedule**
- C Insurance**
- D Project Schedule**
- E Limits of Work**

EXHIBIT ‘A’ – SCOPE OF SERVICES

WESTLAKE PUMP STATION IMPROVEMENTS

PROJECT DESCRIPTION:

The project consists of upgrades for the Town of Westlake’s 7.0 MGD pump station. The proposed project will include design of mechanical, electrical and structural improvements to the pump station as identified in the Pump Station Condition Assessment performed in June 2025. The project will entail upgrades to pumps, piping, valves, electrical and control systems (Project).

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Allocate team resources.

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with Client staff to confirm and clarify scope, understand Client objectives, and ensure economical and functional designs that meet Client requirements.
- Conduct review meetings with the Client at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the Client.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, Westwood shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Westwood shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

3. Permit Coordination:

Westwood will provide coordination with the railroad, USCOE, TCEQ, and/or TxDOT or other required agency for Permitting of the proposed infrastructure construction.

Included in this item are:

- Coordination of submittal of Application for Permit.
- Research and provide appropriate design specifications.
- Coordination for final plan approval.
- Up to three (3) coordination meetings, if required.
- Application and Permitting fees and special insurance premiums are not included.

westwoodps.com
(888) 937-5150

4. Constructability Review:

- Prior to the 60 percent review meeting with the Client, Westwood shall schedule and attend a project site visit with the Client Project Manager and Construction personnel to walk the project. Westwood shall summarize the Client's comments from the field visit and submit this information to the Client in writing.

5. Utility Clearance:

- Westwood will consult with the Client, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Westwood will design Client facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- Westwood will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Field Survey

1. Establish Survey Control:

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Client monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop:

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way:

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.

4. Existing Drainage Channels and Drainage Area Verification:

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

5. Existing Underground and/or Overhead Utilities:

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way:

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts:

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Existing Site Plan
 - Demolition Plan
 - Process and Instrumentation Diagram(s)

- Quantity Sheet
- Project Layout & Control Sheet
- Pump Station Plan Sheet
- Pump Station Sections
- Electrical Plan
- Electrical One Line Diagram
- Electrical Details
- Structural Plan
- Structural Details
- Traffic Control Plan
- Erosion Control Plans
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by Client's project manager.

2. Assemble Client's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
 3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.
 4. Submit a PDF set of preliminary 60% plans, preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the Client for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal, if requested.
- D. Final Design (90% & 100% Submittals)
1. Revise preliminary plans incorporating comments from the Client.
 2. Submit a PDF set of 90% plans, 90% construction contract documents and 90% opinion of probable construction costs for Client review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal, if requested.
 3. Incorporate final Client review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
 4. Finalize construction contract documents including Client standard specifications, special technical specifications and special conditions (if any).
 5. Estimate of final construction quantities and final opinions of construction cost.
 6. Submit (1) sealed (100%) set of final plans and construction documents.

E. Bid Phase Services

Westwood will support the bid phase of the project as follows.

1. Bid Advertisement:

- Westwood shall prepare and submit to Client a draft Bid Advertisement for publishing by the Client.

2. Bid Document Distribution:

- Westwood will use an online platform to electronically distribute construction plans and contract bid documents and maintain a plan holders list..

3. Bidder Assistance:

- Westwood will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. Westwood will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
- Attend the prebid conference in support of the Client.
- Attend the bid opening in support of the Client.

4. Bid Analysis and Recommendation of Award:

- Westwood will tabulate and review all bids received for the construction project, assist the Client in evaluating bids, and recommend award of the contract.
- Westwood will assist the Client in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Westwood shall make a recommendation of award to the Client.

5. Conformed Construction Documents:

- Upon award of a contract by the Client, Westwood shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

F. Construction Administration

1. Preconstruction Conference:

- Westwood shall attend the preconstruction conference.

2. Site Visits:

- Westwood shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by Westwood.

3. Shop Drawing and Lab Report Review:

- Westwood shall review shop and erection drawings submitted by the contractor for compliance with design concepts. Westwood shall review laboratory, shop, and mill test reports on materials and equipment.

4. Instructions to Contractor:

- The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the Client.
- 5. Contractor's Payment Estimates:
 - The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.
- 7. Final Inspection:
 - The Engineer shall attend final inspection of the Project with representatives of the Client and the construction contractor.
- 8. Record Drawings:
 - Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the Client on a CD-ROM disk or flash drive containing scanned 22"x34" black and white PDF images.

G. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

H. Power System Study and Arc Flash Hazard Risk Analysis

1. Westwood shall provide Power System Study and Arc Flash Hazard Risk Analysis services related to the project. This scope includes coordinating with the Utility to determine the maximum available short-circuit current, performing an over-current protection device coordination study, short-circuit study, and an arc flash hazard analysis study, and providing arc flash labels to the contractor for installation on electrical equipment.

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase I or II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Preliminary and final platting*

- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Demolition Plan*
- *Retaining wall design over 3' tall or with surcharge*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*

- *Design of any underfloor drainage systems or grading*
- *Design of french drain systems around the building perimeters*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

WESTLAKE PUMP STATION IMPROVEMENTS

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$372,200.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A. Project Management, Coordination & Permitting	\$21,800.00
B. Field Survey	\$20,000.00
C. Preliminary Design (60% Submittal)	\$121,450.00
D. Final Design (90% & 100% Submittals)	\$134,710.00
E. Bid Phase Services	\$14,840.00
F. Construction Administration	\$35,400.00
G. Direct Expenses (Not to Exceed)	\$3,000.00
H. Power System Study and Arc Flash Hazard Risk Analysis	<u>\$21,000.00</u>
TOTAL	\$372,200.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

EXHIBIT C

INSURANCE

Westwood shall, during the term of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation and Employer's Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee
5. Professional Liability
 - \$2,000,000 Per Claim
 - \$2,000,000 Aggregate

Professional Liability shall include prior acts coverage sufficient to cover the services performed under this Agreement and shall include limited contractual liability.

EXHIBIT 'D' – SCHEDULE

WESTLAKE PUMP STATION IMPROVEMENTS

Activity	Estimated Duration (weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		-
Field Survey	4	4 Weeks
Conceptual Design Submittal (30%)	6	10 Weeks
Preliminary Design Submittal (60%)	8	18 Weeks
Preliminary Client Review Complete	2	20 Weeks
Final Design Submittal (95%)	8	28 Weeks
Final Client Review Complete	2	30 Weeks
Final Plans Complete (100%)	4	34 Weeks
Receive Bids	4	38 Weeks
Contract Award	4	42 Weeks
Begin Construction	2	44 Weeks
Complete Construction	36	80 Weeks
Record Drawings	2	82 Weeks

Westwood is not responsible for delays beyond its control.

END OF EXHIBIT 'D'

EXHIBIT 'E' – LIMITS OF WORK
WESTLAKE PUMP STATION IMPROVEMENTS



END OF EXHIBIT 'E'

PRIORITIZED PUMP STATION PROJECT RECOMMENDATION

Project Category	Project Description	Priority (High or Low)	Planning-Level Cost Estimate
Piping and Pumping	Add air release valves to pump volutes, discharge piping, and replace the broken CAV on discharge header	High	\$100,000
	Replace PMP-5 discharge piping with straight pipe and install new wall penetration	High	\$75,000
	Replace GST control butterfly valves with globe valves (2)	High	\$150,000
	Replace all control valves on all pumps	High	\$320,000
	Demolish hydropneumatic tank and concrete slab, remove/grout connecting water lines	High	\$50,000
	Replace 2-800 gpm pump and motor	Intermediate	\$220,000
	Replace pump seals and add shaft sleeves to pumps/motors	Low	\$25,000
	Remediate leakage and corrosion on discharge of all pumps	Low	\$45,000
	Install surge anticipation valve on the exterior discharge piping	Low	\$275,000
	Replace isolation valves on PMP-1 and PMP-2 with four resilient seat gate valves	Low	\$85,000
Electrical	Replace generator	High	\$350,000
	Climate controlled Electrical Building (CMU) to house 480V equipment – switchboard, VFDs and SCADA and misc. lighting panels, transformer, lighting, etc.	High	\$354,000
	480V Switchboard – Utility main and generator main breakers with automatic throwover transfer scheme and misc. feeder breakers	High	\$679,100
	Replace older 250 HP VFD and replace 2-60 HP starters with 250 HP VFDs	High	\$1,059,700
	Replace disconnect switches in pump room	High	\$19,500
	Replace exhaust fan starters in pump room	High	\$9,100
	Replace SCADA Panel	High	\$177,000
	Perform Power System Studies	High	\$20,700
	Upgrade security and access control	High	\$59,000
	Replace existing 208Y/120V Lighting Panel	Intermediate	\$4,500
	Replace existing 480V Power Panel	Intermediate	\$4,800
	Upgrade lighting in pump room to energy efficient LED lighting	Low	\$29,500
Mechanical	Electrical room cooling systems *2 for 100% redundancy	High	\$110,000
	Pump room ventilation system	High	\$63,100
	Pump room freeze protection	Low	\$14,900
Structural	Re-caulk and re-seal control joints in exterior masonry wall	Intermediate	\$800
	Re-point cracked mortar joints or fill cracked joints with flexible sealant in exterior masonry wall	Intermediate	\$1,300
	Re-install 2 faux stone veneer pieces that have fallen off corner of exterior masonry wall	Intermediate	\$200
	Re-seal floor slab expansion joints around concrete pump bases	Low	\$3,600
Total Cost			\$4,305,800

Relevant Project Descriptions

City of Justin 4th St. High Service Pump Station

To meet increasing water demand and improve system performance, Westwood designed and delivered a new 500,000-gallon prestressed concrete GST and a high-service pump station for the City of Justin. The project included real-time SCADA integration and full coordination with the regional water supplier. The pump station features three horizontal split-case pumps and was tailored for seamless compatibility with the City's pressure zone, providing both capacity and redundancy.

Scope of Services Provided:

- Performed citywide water system capacity and demand analysis
- Coordinated with wholesale water provider and assessed supply infrastructure
- Designed a new GST and pump station with full SCADA integration
- Oversaw bidding, construction administration, and facility commissioning
- Delivered infrastructure with scalable capacity and redundant operation
- Designed construction sequence to eliminate water supply service downtime

Challenges & Solutions:

The project required real-time operational coordination with the City's regional water supplier. Westwood ensured compatibility through SCADA design and supply pressure analysis. Early procurement planning and stakeholder engagement minimized schedule delays.

This project reflects Westwood's ability to deliver modern water system infrastructure with operational coordination, scalability, and control system integration—critical for Westlake's pump station upgrades and service reliability goals.



GVSUD Plant 10 Pump Station Rehabilitation

Westwood was engaged to assess and develop a rehabilitation plan for Plant 10, a decommissioned facility vital to Green Valley SUD's future supply strategy. The facility had been idle for over a decade, and records were incomplete. Westwood conducted field assessments, reviewed historical data, and coordinated with vendors to evaluate pump systems, yard piping, and control infrastructure. Recommendations included modern mechanical upgrades, SCADA-ready systems, and phased implementation to support future service needs.

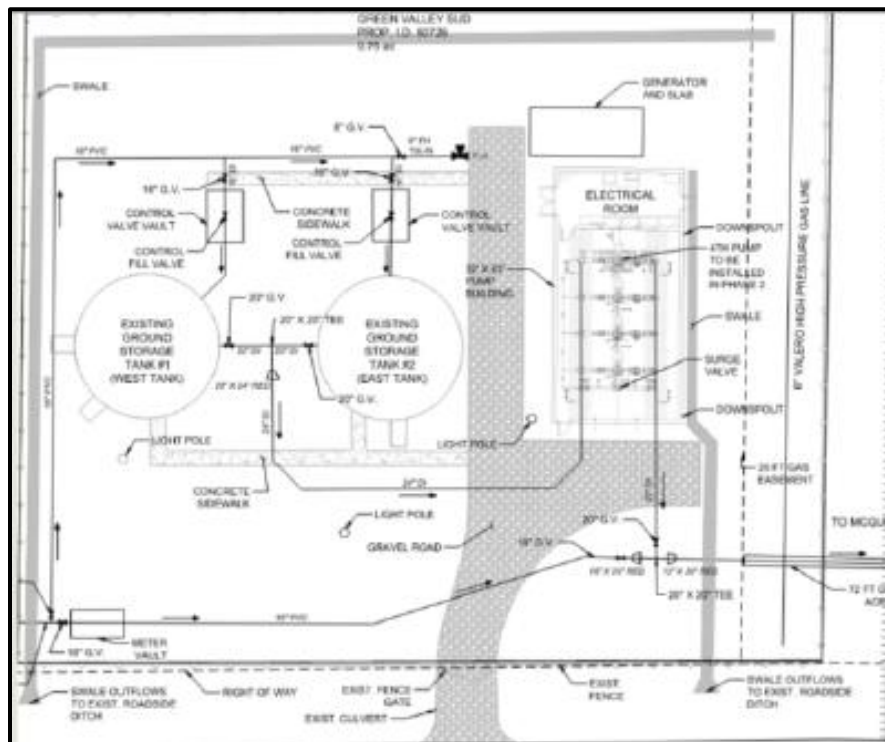
Scope of Services Provided:

- Assessed facility condition across mechanical, electrical, and structural systems
- Interviewed operations staff and reviewed historical drawings
- Evaluated and recommended upgrades to pumps, valves, and control systems
- Developed phased layout alternatives and comparative cost estimates
- Delivered a formal technical plan for reactivating the facility

Challenges & Solutions:

Lacking reliable as-builts or asset documentation, Westwood built a complete facility profile through field work and direct engagement with operations staff. The result was a clear, implementable plan aligned with current regulatory and service standards.

This project demonstrates Westwood's capability to restore inactive infrastructure with modern design standards. Our approach to condition assessment, phased planning, and operational readiness supports Westlake's needs for efficient reinvestment in water system assets.



City of Justin Timberbrook High Service Pump Station

Westwood has been involved throughout the development process with the Timberbrook neighborhood. Timberbrook is the largest development coming into the City of Justin and will be the largest development in the City at approximately 2,000 lots and with commercial use areas. Westwood has assisted in preliminary water system modeling and capacity analysis. This led to the understanding and agreement that additional pumping capacity and transmission improvements were necessary to service the development throughout the various phases to provide the required capacity. Westwood engaged with the developer to design and bid the necessary pump station improvements and transmission improvements. The pump station improvements include an additional pump station to be installed at the existing water plant site. The improvements include a new split-faced CMU building with three split case horizontal pumps, a new pump suction line, pump discharge line, flow metering, SCADA integration, a new electrical service and emergency generator. As the existing water plant site must remain in operation as much as possible, Westwood prepared a detailed construction sequencing plan to minimize any operational down time and coordinated with operations team for operational measures necessary to ensure service compliance throughout.



JCSUD WP 21 Pump Station Improvements

The Johnson County SUD PS 21 project involved a comprehensive evaluation and improvements to the existing pump station to address growing demand within the pressure plane. The technical memorandum focused on maximizing the building footprint by installing the largest pumps feasible.

The original station included three pumps—two 125 HP (1,870 gpm each) and one 75 HP (700 gpm). The 700 gpm pump was replaced with a 1,419 gpm pump which was maximized per existing conditions.

The project included design, bidding, and construction of pump upgrades, along with a pressure plane analysis to guide infrastructure planning for the next 15 years. These improvements provided increased capacity, reliable service, and operational flexibility to support future growth. The pump replacement project was orchestrated to minimize and eliminate any operational downtime at the existing pump station. The new pump included a variable frequency drive and integration into the SUD's SCADA system for operational flexibility.'



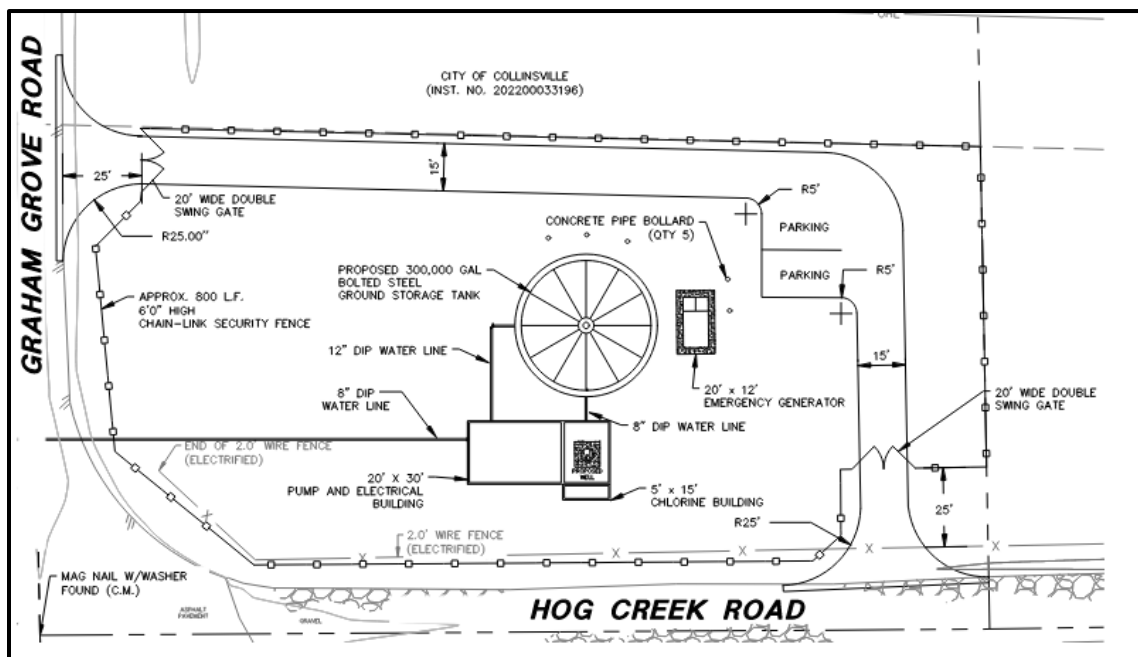
Springtown Wastewater Treatment Plant

In an effort to meet growing potable water demand, the City of Springtown enlisted the assistance of Westwood to design an expansion to its water treatment plant. In addition to the treatment plant expansion, Westwood also evaluated the raw water pump station and high service pump station and made recommendations for increasing capacity at those facilities as well. The plant expansion included an upgrade to the electrical service to the plant, a new electrical building, generator, a 700 gpm Trident filter, on site high service pump station and a sludge drying bed.

Collinsville Water System Improvements

Westwood was asked to assist the City of Collinsville to increase its water production capacity to address growth within the city. The improvements include the design of a new 1,700-foot deep water well, a 0.3 MG ground storage tank, high service pump station and approximately 6,000 LF of 8-inch water line. The design included evaluating welded steel, bolted steel and glass lined bolted steel ground storage tanks for a life cost analysis to weigh up front capital costs versus ongoing maintenance costs to allow the City to make an informed decision about how best to invest its money for the facility. The water system was also modeled to optimize the size of the high service pumps used to convey water from the ground storage tank to the distribution system. With the facility site being located 4 miles from downtown where the City's two elevated storage tanks are located, the pump flow and pressure needed to be finetuned to provide sufficient pressure to benefit the system without being excessively high where it would require pressure reducing valves to keep from damaging houses located near the site.

The improvements will help provide much needed capacity in production and storage for the City and the HSPS will feed the City's elevated storage tanks downtown so the entire distribution system will benefit from the project.





Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** F.1.
FROM: Jason Alexander, Deputy Town Manager, Planning and Dev
SUBJECT: Hold a Public Hearing and discuss, consider and act to adopt Ordinance 1038 approving a request from Marquis Group to rezone approximately 25 acres of land located at 4110 and 4120 Aspen Lane and currently zoned as R-5, country residential district to the TC, town center form-based development district (town center edge zone). ZC No. 2025-01 (Jason Alexander, AICP, CEcD, Deputy Town Manager)

ATTACHMENTS:

1. Ordinance 1038 - Aspen Lane Rezoning
2. Application for Change in Zoning
3. Project Description Hertendaal

SUMMARY :

This is a request from the Marquis Group to change the zoning for approximately 25 acres of land located at 4110 and 4120 Aspen Lane from the R-5, country residential district to the TC, Town Center Form-Based Development District. The requested change in zoning reinforces established land uses and development patterns on the property and in the surrounding area --- single-family residential detached --- and is consistent with the Strategic Plan and the vision for development and growth. The Department of Planning and Development recommends approval of the change in zoning request as presented.

BACKGROUND AND DISCUSSION:

The Town Center Form-Based Development District --- adopted by the Town Council on June 17, 2025 by Ordinance No. 1024 --- is a form-based development district that is further divided into three (3) town center zones: town center edge, town center core, and town center civic. The town center zones may be applied throughout the Town of Westlake --- and are intended to encourage and to reinforce existing and future development patterns that are of an elevated visual quality, that will sustain a robust tax base, and that will afford a premium quality of life to residents, businesses, and visitors alike. The emphasis of the TC, Town Center Form-Based Development District is on the delivery of a predictable set of building regulations and building rules that guide and direct development and growth in the Town of Westlake at the intersection of architecture, landscape architecture, land use, and infrastructure.

The TC, Town Center Form-Based Development District is further divided into three (3) town center zones that may be applied throughout the Town of Westlake:

- Town center edge zones (i.e., primarily detached single-family residential).
- Town center core zones (i.e., mixed-use activity).
- Town center civic zones (i.e., institutional and public activity)

The requested change in zoning is for the town center edge zone. In addition to single-family residential detached units --- other permitted building functions (i.e., uses) --- include community gardens, home occupations, and private gardens.

This change in zoning request is appropriate for the property and the surrounding area as the development patterns in the surrounding area consist predominately of single-family residential detached units --- with the sole exception of the Vaquero Country Club.

The provisions under the TC, Town Center Form-Based Development District for the town center edge zones requires that each single-family residential detached unit provide a minimum habitable space of 4,000 square feet. Further, the provisions under the TC, Town Center Form-Based Development District establish minimum requirements for architecture (e.g., building walls, openings, roofs, and attachments), landscape architecture, and parking (i.e., a minimum of 2.0 assigned parking spaces for each unit).

Finally, the provisions of the TC, Town Center Form-Based Development District regulate (i.e., limit) the following elements:

- Building height --- principal buildings cannot exceed two (2) stories in height.
- Lot coverage --- lot coverage cannot exceed 60 percent.
- Signage --- is limited to an address sign; but a monument sign may be located at the entrance to the residential development.

As the proposed development is for three (3) or more acres of land, a regulating plan is required that requires review and recommendation from the Planning and Zoning Commission and approval by the Town Council. A development agreement is also required for all development projects pursuant to the proposed TC, Town Center Form-Based Development District. In accordance with applicable law, the development agreement may provide further considerations for site design, infrastructure, and other development elements.

The regulating plan and development agreement will further ensure that the proposed development complies with the vision set forth by the Strategic Plan, is consistent with established development patterns in the area, and reflects the elevated standards for aesthetic and visual quality.

The requested change of zoning reflects the vision and the goals of the Strategic Plan and is consistent with the established development patterns in the area.

FISCAL IMPACT:

N/A.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

The Planning and Zoning Commission met on November 10, 2025, and recommended approval by a vote of 4 to 1 (with 2 absent) as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE, TEXAS
ORDINANCE 1038

AN ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A CHANGE IN ZONING FOR APPROXIMATELY 25 ACRES OF LAND LOCATED AT 4110 AND 4120 ASPEN LANE FROM THE R-5, COUNTRY RESIDENTIAL DISTRICT TO THE TC, TOWN CENTER FORM-BASED DEVELOPMENT DISTRICT (TOWN CENTER EDGE ZONE); PROVIDING A PENALTY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Westlake, Texas, is a Type A General Law Municipality located in Denton County and Tarrant County, Texas, incorporated in accordance with the provisions of the Texas Local Government Code, as amended, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town of Westlake, Texas is a Type A General Municipality empowered under the provisions of Section 51.012 of the Texas Local Government Code, as amended, to adopt an ordinance or rule that is in the interest, welfare, and good order of the Town of Westlake, Texas; and

WHEREAS, the Planning and Zoning Commission and the Town Council of the Town, in compliance with the laws of the State of Texas with reference to the change of zoning request have given the requisite public hearing notices by publication and, after holding due public meetings in accordance with the Texas Open Meetings Act, is of the general opinion that the property as shown in Exhibit “A”, 4110 Aspen Lane (Tarrant County Property Tax Identification Number 04550153) and 4120 Aspen Lane (Tarrant County Property Tax Identification Number 03779173), attached hereto and incorporated hereof should be rezoned from R-5, country residential district to the TC, town center form-based development district (town center edge zone); and

WHEREAS, the Planning and Zoning Commission held a public hearing on November 10, 2025, and reviewed and considered the proposed change in zoning request for the property, and provided a recommendation to the Town Council; and

WHEREAS, the Town Council of the Town of Westlake, Texas finds that the passage of this Ordinance is advantageous and beneficial to the Town of Westlake and in the interest of good governance.

NOW, THEREFORE, BE IT ORDAINED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS THAT:

SECTION 1: That the findings and recitations set out in the Preamble of this Ordinance are found to be true and correct and hereby adopted by the Town Council of the Town of Westlake, Texas and made a part hereof for all purposes.

SECTION 2: That all ordinances of the Town of Westlake, Texas in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other ordinances of the Town of Westlake, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3: Should any section, paragraph, sentence, clause, or phrase of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid by a court of competent jurisdiction, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be unconstitutional, illegal, or invalid, and shall not affect the validity of the Unified Development Code as a whole.

SECTION 4: That any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Westlake, Texas and, upon conviction, shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation occurs shall constitute a separate offense.

SECTION 5: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and the public notice of the time, the place, and the purpose of said meeting was given as required.

SECTION 6: This Ordinance shall take effect immediately from and after its passage upon reading and the publication of the caption, as provided by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS ON THIS 18TH DAY OF NOVEMBER 2025.

Kim Greaves, Mayor

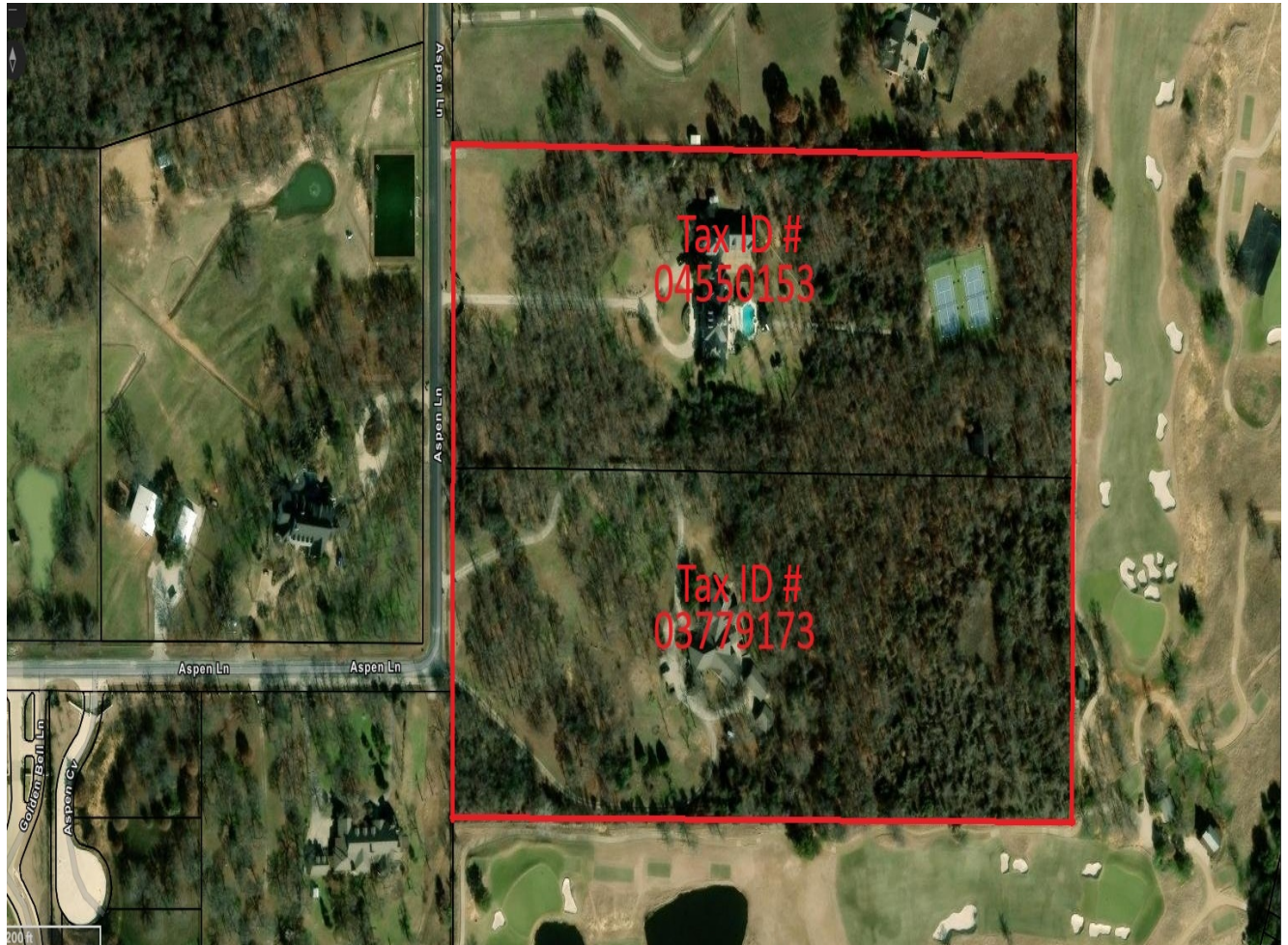
ATTEST:

Dianna Buchannan, Town Secretary

APPROVED AS TO FORM:

Matthew Boyle, Town Attorney

EXHIBIT A





ZONING APPLICATION

Planning and Development Department

Submittal Policy

Upon completion of a pre-application conference with town staff, application is due no later than 12:00pm on the application submittal deadline. All required fees, forms and supporting documents are due at the time of application submittal. Incomplete applications and/or application submitted without a prior pre-application conference will not be accepted.

All applications shall not be considered filed, and administratively complete, until town staff, including the Development Review Committee (DRC), determines that the application meets all requirements of applicable town regulations and/or all DRC comments have been addressed. Applications will not be scheduled for consideration by the Planning and Zoning Commission and the Town Council until all comments have been addressed and required items submitted. Therefore, meeting consideration dates on the [Development Review Calendar](#) are merely shown as guidelines and are subject to change for any given application pending the filing date and determination of administrative completeness by town staff for said application.

Any development related application, including any revisions responsive to staff comments, shall NOT be accepted at the front counter. Application and revisions will only be accepted through a **pre-scheduled** appointment with a pertinent member of Town development review staff. The purpose of the appointment requirement is to ensure all required items are included and/or addressed prior to acceptance by the Town.

Application Submittal Checklist

Applicants must submit the following information for the application to be deemed complete and accepted. An application missing any of the items below will be considered incomplete and cannot be processed until the missing items are provided. All information must be submitted following the specifications listed in the [Development Submittal Guidelines](#) document.

- ☒ Pre-Application Meeting Held
- ☐ [Application fees](#) furnished
 - Payment is accepted by check, credit card (3% charge), or [ACH](#). Pay by credit card at the front counter or online. Make checks out to Town of Westlake and mail or submit to the address below:

1500 Solana Blvd. Bldg. 7, Suite 7200
Westlake, TX 76262
- ☒ Rezoning Request (mm-dd-yyyy)
 - Written description of proposal
- ☐ [Zoning request checklist](#) filled out
 - [Concept Plan Checklist](#) or [Development Plan Checklist](#) filled out

1500 Solana Blvd, Bldg. 7, Ste 7200 | Westlake, TX 76262 | www.westlake-tx.org

Phone: 817-430-0941 | Email: planning@westlake-tx.org



ZONING APPLICATION

Planning and Development Department

**** Town Staff Only ****

<u>Item</u>	<u>Date</u>	<u>Staff Signature</u>
☐ Pre-Application Meeting:	_____	_____
☐ Application Submittal:	_____	_____
☐ Application Fees Furnished:	_____	_____
☐ Application Accepted for Review:	_____	_____

Case Number: _____ Total Fees: _____

Description of Property

Project Name: Hertendaal
(e.g., Starbucks, QuikTrip, etc....)

Project Address: 4110 to 4120 Aspen Lane
(e.g., 1234 Westlake Pkwy)

Tax Parcel IDs: 00004550153 and 00003779173

General Location: Addresses on Aspen Lane
(e.g., Northeast Corner of Westlake Pkwy and SH 114)

Subdivision Name: Hertendaal Lot(s): Shelby Estates Lot 6 Block(s): _____
(e.g., Entrada, Solana, Westlake Corners, etc....)

Survey Name(s): Bogges, Leroy Survey Abstract(s): 196 Tract(s): 2A1 2A2 2A3

Development Statistics

Current Zoning: <u>R-5</u> (Zoning Map)	Proposed Zoning: <u>TC, Town Center Edge Zone</u> (e.g. PD, O, R-1, R-2, etc....)
Current Land Use: <u>Residential</u> (Land Use Map)	Proposed Land Use: <u>Single Family Residential</u> (e.g. Single Family, Office, Mixed-Use, Retail, etc....)
Current Lots: <u>2</u>	Proposed Lots: <u>21</u>
Commercial (sf): <u>N/A</u>	Total Acres: <u>25</u>



ZONING APPLICATION

Planning and Development Department

Applicant/Developer Information

Company: Marquis Group
(e.g. Starbucks)

Contact: Waldemar D. Maya, Jr.
(e.g. John Smith)

Address: 4445 Buena Vista Street
(e.g. 123 Happy Lane)

City, State, ZIP: Dallas, Texas 75205
(e.g. Westlake, TX 76262)

Email: wmaya@marquisgroup.net
(e.g., john.smith@gmail.com)

Phone: 972-955-8761
(e.g. 555-555-5555)

Owner Information

Company: _____
(e.g. Starbucks)

Contact: Nathan L. Graves, Patty Smith
(e.g. John Smith)

Address: 4110 Aspen Lane, 4120 Aspen Lane
(e.g. 123 Happy Lane)

City, State, ZIP: Westlake, Texas 76262
(e.g. Westlake, TX 76262)

Email: nato7@flash.net, pattysmith72951@gmail.com
(e.g., john.smith@gmail.com)

Phone: 817-917-1607, 817-312-0911
(e.g. 555-555-5555)



ZONING APPLICATION

Planning and Development Department

Designation of Agent Form

I hereby authorize the person designated below, to act in the capacity as my agent for the application, processing and the representation of this request. The designated agent shall be the principal contact person with the Town of Westlake (and vice versa) in processing and responding to requirements, information requests or other issues relative to this request.

PROPERTY OWNER

Printed Name: Nathan L. Graves

Signature: 

Date: October 20, 2025

APPLICANT

Printed Name: Waldemar D. Maya, Jr.

Signature: 

Date: October 20, 2025

DESIGNATED AGENT

Printed Name: Waldemar D. Maya, Jr.

Signature: 

Date: October 20, 2025

Property Address: 4110 Aspen Lane

City, State, ZIP: Westlake, Texas 76262

Email: wmaya@marquisgroup.net

Phone: 972-955-8761



ZONING APPLICATION

Planning and Development Department

Designation of Agent Form

I hereby authorize the person designated below, to act in the capacity as my agent for the application, processing and the representation of this request. The designated agent shall be the principal contact person with the Town of Westlake (and vice versa) in processing and responding to requirements, information requests or other issues relative to this request.

PROPERTY OWNER

Printed Name: **Patty Smith**

Signature: 

Date: **October 20, 2025**

APPLICANT

Printed Name: **Waldemar D. Maya, Jr.**

Signature: 

Date: **October 20, 2025**

DESIGNATED AGENT

Printed Name: **Waldemar D. Maya, Jr.**

Signature: 

Date: **October 20, 2025**

Property Address: **4120 Aspen Lane**

City, State, ZIP: **Westlake, Texas 76262**

Email: **wmaya@marquisgroup.net**

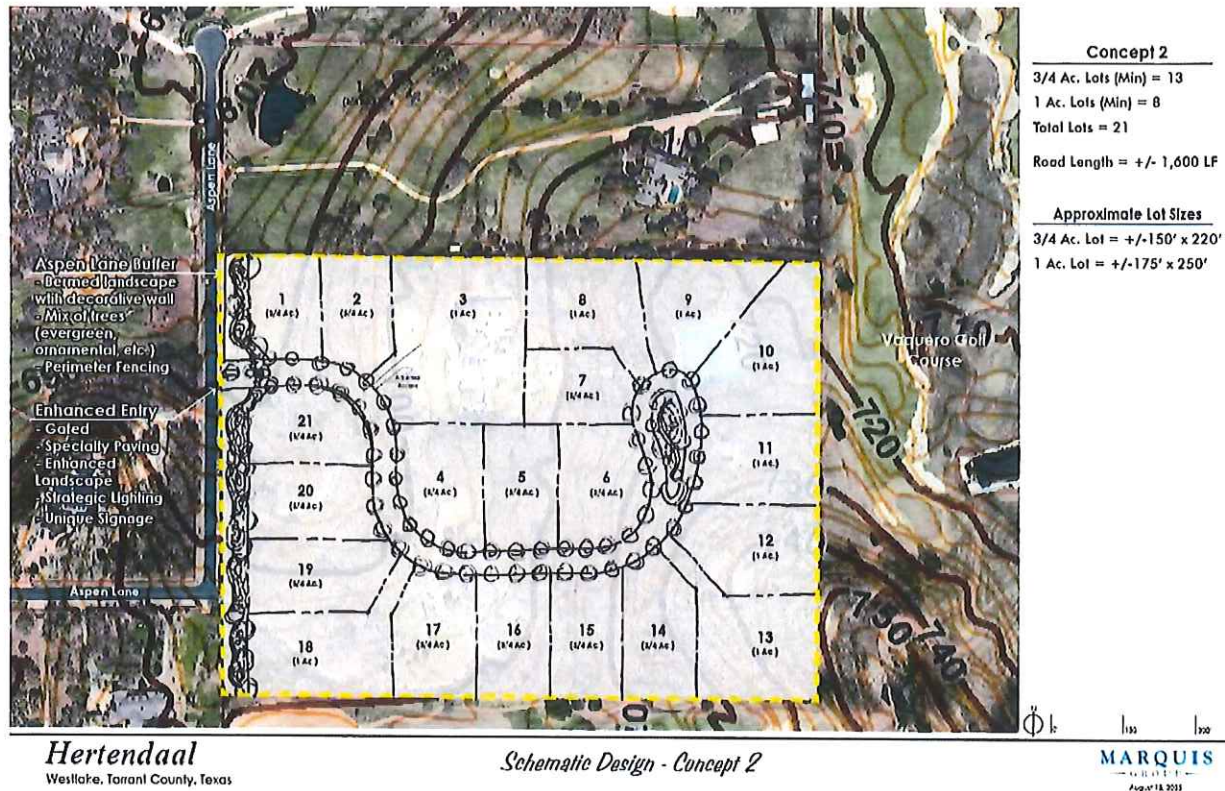
Phone: **972-955-8761**

Town Center Form – Based Development District

TOWN CENTER EDGE ZONE

Development Agreement: To come upon approval of the proposed development

Regulating Plan:



This is a 25 acre plan made up of two lots one of 13 acres and one of 12 acres.

The land use allocation is single family residential. It is not located in a civic space allocation but meets the form-based development district.

Minimum Information Required:

1. the proposed order (sequence) for development or modification of buildings and other elements of the built environment within the private lots;

- One phase development.
- Clearing the land of dead trees and underbrush
- Infrastructure implementation of Dry and Wet Utilities (Storm sewer if required, Sanitary Sewer, Water and Hydrants, Dry Utilities [electricity, Internet, security, phone])
- Thoroughfare implementation 24' to 35' wide with entrance set back of 30 feet from Aspen Lane, gated

- Perimeter privacy fence along Aspen Lane, softly downlighted.
2. the proposed layout of development - See above rendition depiction.
 3. the proposed thoroughfare assemblies and their locations - See above rendition depiction.
 4. the proposed civic space types and their locations - Not applicable to the proposed development.
 5. the proposed allocation of town center zones - Not applicable to the proposed development.
 6. the proposed density calculations - .84 units per acre
 7. the additional guidelines for architecture and/ or landscape architecture, if any.

OBJECTIVES

The following are the main objectives for architectural design at Hertendaal:

- To design buildings that respond to the climate, history and culture of the Westlake Texas Country location.
- To create buildings that, through their design, massing, and materials convey a sense of timelessness, permanence and quality.
- To encourage the integration of architecture and landscape: building designs should respond to the existing landscape landforms, and site elements, thus promoting a strong interior-exterior relationship;
- To promote sustainable building design and material choices; and
- To thoughtfully integrate green building standards such as rainwater harvesting and Green Building rating.



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** F.2.
FROM: Cole Davenport, Planning and Dev
SUBJECT: Hold a public hearing and discuss, consider and act to adopt Ordinance 1039, approving a request for text amendments related to certain performance standards for approximately 85.9 acres of land in PD, Planned Development District 1-2 ("PD 1-2"), commonly referred to as Entrada, by adding "repository" as a land use permitted by-right; providing a definition and certain performance standards for a repository; providing a penalty; providing a cumulative clause; providing a severability clause; providing a savings clause; authorizing publication; and establishing an effective date. The property is generally located on the south side of State Highway 114, to the east of Davis Boulevard, and to the north of Solana Boulevard. (Jason Alexander, AICP, CECD, Deputy Town Manager)

ATTACHMENTS:

1. Ordinance 1039 - Text Amendment
2. Entrada Development Plan (04-2025)

SUMMARY :

The request to amend the text for PD, Planned Development District 1-2 (the "PD 1-2 Ordinance") is consistent with the Strategic Plan and the vision for development patterns in Entrada that are of an elevated quality and that will deliver a robust tax base. The text amendments provide a definition for a Repository, restrict the location of such uses, and ensure that the operation and the aesthetics of such facility are consistent with those established for the Entrada development. The Department of Planning and Development recommends approval.

BACKGROUND AND DISCUSSION:

This is a request to amend the text for the "PD 1-2 Ordinance" to allow a "Repository" as a permitted principal use in certain locations. The previously Town Council granted a Specific Use Permit ("SUP") for a "Residential Repository" on September 27, 2021 by Ordinance No. 940. The provisions in Ordinance No. 940 stipulated that the "SUP shall automatically revoke and expire upon the occurrence" of several specific circumstances, including if "[t]he use authorized by the SUP is abandoned for more than six consecutive months after either the expiration of the building permit, or, after the issuance of a certificate of occupancy." The project has been abandoned, and with the renewed interest in developing in Entrada, and reinforcing provisions for architecture, landscape architecture, and land use to realize the full potential of Entrada, the use is not only appropriate for the development and should be permitted as a matter of right; however, additional standards are needed for the use to safeguard the economic and the visual quality of Entrada.

This project was previously issued building permits, and began construction, however the construction has since halted, and the previously issued permits have expired. New building plans are required prior to resuming construction on site.

The proposed text amendment to the PD 1-2 Ordinance --- as shown in the draft ordinance --- primarily focuses on allowing the previously mentioned use of a repository by-right, while also establishing specific performance standards to ensure compatibility with existing and future land uses in the immediate environs.

The draft text amendments to the PD 1-2 provide a definition for “Repository”; restrict the location of a Repository to Block C within Entrada (i.e., the intersection of Aragon Drive and Tarragona Drive); and add additional performance standards intended to ensure that the operation of such establishment will be compatible with the elevated standards for architecture and landscape architecture (i.e., as amended by Ordinance No. 1033), will not adversely impact the livability of the area, and ensuring that motor vehicles, recreational vehicles, small boats, and other related items are appropriately parked and stored.

The proposed amendments to the text of the PD 1-2 Ordinance are consistent with the vision for development in Entrada and the recent amendments to other land development regulations and rules found in the PD 1-2 Ordinance.

FISCAL IMPACT:

N/A.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

The Planning and Zoning Commission met on November 10, 2025, and recommended approval by a vote of 5 to 0 (with 2 absent) as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

ORDINANCE NO. 1039

AN ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, AMENDING ORDINANCE 703, WHICH APPROVED PLANNED DEVELOPMENT ZONING DISTRICT 1-2 (“PD 1-2”), FOR APPROXIMATELY 85.9 ACRE TRACT OF LAND GENERALLY LOCATED TO THE SOUTH OF STATE HIGHWAY 114, TO THE EAST OF DAVIS BOULEVARD, AND TO THE NORTH OF SOLANA BOULEVARD, THAT IS COMMONLY KNOWN AS “ENTRADA”, BY ADDING “REPOSITORY” AS A LAND USE PERMITTED BY-RIGHT; PROVIDING A DEFINITION AND CERTAIN PERFORMANCE STANDARDS FOR A RESPOSITORY; PROVIDING A PENALTY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Westlake, Texas (the “Town”) is a general law municipality;
and

WHEREAS, the Town Council of the Town (the “Town Council”) finds it necessary for the public health, safety, and welfare for development to occur in a controlled and orderly manner in accordance with the Town’s Comprehensive Plan; and

WHEREAS, the Town Council adopted Ordinance 703 on April 22, 2013 establishing PD 1-2 to provide specific rules and regulations for developing an approximately 85-acre tract of land that is generally located to the south of State Highway 114, to the east Davis Boulevard and to the north of Solana Boulevard; and

WHEREAS, the Planning and Zoning Commission met on May 6, 2025 and reviewed and considered the proposed text amendments to PD 1-2 and provided a recommendation to the Town Council; and

WHEREAS, the Planning and Zoning Commission and the Town Council of the Town, in compliance with the laws of the State of Texas with reference to amendments to PD 1-2 have given the requisite public hearing notices by publication and, after holding due meetings in accordance with the Texas Open Meetings Act, is of the general opinion that PD 1-2 should be amended; and

WHEREAS, the Planning and Zoning Commission held a public hearing on November 10, 2025, and reviewed and considered the proposed text amendments to certain provisions as set forth in PD 1-2, and provided a recommendation to the Town Council; and

WHEREAS, upon the recommendation of the Planning and Zoning Commission provided on November 10, 2025, the Town Council believes that, in the interests of the Town and its present and future residents, the developer, and the builder, adopting this Ordinance will help to accelerate the completion of Entrada as well as advance the economic development and physical development of the Town; and

WHEREAS, both the Planning and Zoning Commission and the Town Council recognize the need to add clarity to provisions of PD 1-2 established pursuant to Ordinance 703, as amended subsequently by Ordinances 830, 918, 934, 959, 994, 997, 1001, and 1022 for the implementation of specific development vision and goals for Entrada.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That Section 3.2 of Article I as provided in Ordinance 703, and amended by Ordinance 852, Ordinance 935, and Ordinance 1022, that is entitled “Words and Terms Defined”, shall be hereby amended to include a new definition for “Repository” as provided below:

Repository: An establishment containing separate, secured storage areas principally used for the storage of motor vehicles, recreational vehicles, small boats, et cetera. This establishment primarily caters to the needs of adjacent and nearby residents and retail sales of any motor vehicles, recreational vehicles, small boats, and other related items is expressly prohibited. The storage of all vehicles and other related items shall comply with all applicable life safety codes, including without limitation the fire code.

SECTION 4: That the “Land Use Schedule”, found in Section 1 of Article II of Ordinance 703, and amended by Ordinance 852, Ordinance 935, and Ordinance 1022 that is entitled “Uses”, shall be hereby amended to include the commercial use entitled “Repository” as a principal use in the Mixed-use Development Land Use Schedule which shall be permitted by-right within PD 1-2, as follows, in alphabetical order under the section of the table entitled “Commercial Uses”:

PERMITTED USES		
<i>X = Permitted, A = Accessory Use, S = SUP, NSA = Not Specifically Addressed in the PD1 use table, Blank = Not Allowed, (*) Signifies Uses with special guidelines, see section [Special Uses]</i>	PD 1	PD 1-2
COMMERCIAL USES		
<u>Repository*</u>		<u>X</u>

SECTION 5: That a new Section 4.5 that is entitled “Repository”, be added to Section 1 of Article II of Ordinance No. 703, and amended by Ordinance 852, Ordinance 935, and Ordinance 1022, be hereby provided as follows:

Section 4.5 Repository: Repositories are permitted by-right in PD 1-2, subject to the following additional standards:

1. **The repository shall be expressly restricted to the boundaries of Block C and generally located at the northeastern corner of the intersection Aragon Drive and Tarragona Drive, as shown on the Development Plan that is attached hereto as EXHIBIT “A—1”.**
2. **The repository shall be managed by a single property owner or a property owner’s association, if platted as a commercial condominium.**
3. **All building designs and building signage shall comply with the applicable provisions established in this Ordinance, as amended, and with the Westlake Entrada Design Guidelines, as amended.**
4. **All motor vehicles, recreational vehicles, small boats, and other related items shall be parked and stored in a manner that will protect and will**

preserve the aesthetic quality of the area and shall not hinder access to the area to the satisfaction of the Town Manager or his / her designee. No vehicle, boat, or related items shall either be parked or stored in a state of disrepair or constitute a safety hazard.

SECTION 6: That this Ordinance shall be cumulative of all other Ordinances adopted by the Town of Westlake and all provisions of other Ordinances as adopted by the Town of Westlake which are inconsistent with the provisions or terms of this Ordinance are hereby repealed.

SECTION 7: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Westlake, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8: This Ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 9: It is hereby declared to be the intention of the Town Council of the Town of Westlake, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses,

sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 10: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 18TH DAY OF NOVEMBER 2025.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle, Town Attorney

MAP COLOR	ENTRADA DEVELOPMENT PLAN LAND USE CATEGORIES
	COMMERCIAL, MIXED-USE COMMERCIAL WITH RESIDENTIAL
	STACKED FLATS
	SINGLE FAMILY RESIDENTIAL (ATTACHED)
	SINGLE FAMILY RESIDENTIAL (DETACHED)
	PARKS AND OPEN SPACE (INCLUDING PUBLIC PLAZAS)

AREAS	BLOCK	TYPE	TOTAL ACRES
A	RETAIL CORNER		1.40
B	GAS WELL PAD SITE		7.22
C	RETAIL/STORAGE		3.11
D	RETAIL/STAFF ROW		1.27
E	CHAPEL/RECEPTION HALL		0.87
F	RESIDENTIAL		0.74
G	POND		1.28
H	RESIDENTIAL		1.14
I	RESIDENTIAL		1.38
J	RESIDENTIAL		0.30
K	RESIDENTIAL		3.86
L	RESIDENTIAL		1.00
M	RESIDENTIAL		1.48
N	RESIDENTIAL		0.70
O	PLAZA MAYOR		0.87
P	MU		0.87
Q	COMMERCIAL		0.45
R	RESIDENTIAL		1.29
S	PRIMROSE		1.40
T	MU		0.38
U	RETAIL		1.78
V	RETAIL		1.38
W	RETAIL		1.40
X	OPEN SPACE		0.87
Y	POND		0.30
Z	MU		0.17
AA	RESIDENTIAL		4.28
AB	POND		0.11
AC	MU		1.40

SITE	LOT / BLOCK	APPROVED ORDINANCE
RETAIL CORNER	BLOCK A & O	SP I ORD 771 I 2-22-15
CVS	LOT 3, BLOCK N	SP I ORD 762 I 12-14-15
PRIMROSE	LOT 2, BLOCK M	SP I ORD 763 I 12-14-15
BLOCK J	LOTS 11-16, 17X-20X, BLOCK J	SP I ORD 763 I 4-25-15
BLOCK I	BLOCK I	SP I ORD 847 I 2-28-18
BLOCK E	LOTS 1R-14, 18X-20X, BLOCK E	SP I ORD 837 I 9-11-17
PLAZA MAYOR	BLOCK K	SP I ORD 854 I 5-21-18
GAS WELL PAD SITE	BLOCK B	SP I ORD 778 I 3-28-15
RESTAURANT ROW	LOTS 2, 3, BLOCK C	SP I ORD 779 I 3-28-15
CHAPEL / RECEPTION HALL	LOTS 3A, 6, BLOCK C	SP I ORD 853 I 4-30-18
BLOCK C	LOT 1, BLOCK C	SP I ORD 777 I 3-28-15
RETAIL / OFFICE	BLOCK P	SP I ORD 906 I 5-18-20
PHASE 2	BLOCK Q	DP I ORD 830 I 6-19-17
PHASE 3	RESIDENTIAL	

Block B	43 plus hotel
Block D	10
Block E	15
Block F	15
Block G	15
Block H	15
Block I	12
Block J	13
Block M	18
Block N	10 condo
Block P	32 plus two office corners
Block Q	0 Retail/Restaurant/Commercial
Phase III	51
Block K-1	73 Residential Units
Block K-2	Office
Block K-3	Hotel
Block K-4	Retail
Block K-5	
Block L-1	0 Retail/Restaurant/Commercial
Block L-2	0 Retail/Restaurant/Commercial
Block L-3	0 Retail/Restaurant/Commercial
Block L-4	0 Office/Institutional/Hotel
Block L-5	0 Office/Institutional/Hotel
	322 Total Residential Units



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** G.1.
FROM: Cayce Lay Lamas, Finance Director, Finance
SUBJECT: Discuss, consider and act regarding Ordinance 1037 approving amendments to Town of Westlake Utility Rates. (Finance Director Cayce Lay Lamas)

ATTACHMENTS:

1. Ord 1037 Amending Water and Wastewater Rates and Repealing Ordinance 1014
2. Westlake 2025 Report 10-13-2025_Final

SUMMARY :

The Town of Westlake is proposing an adjustment to the current volumetric water rate structure, to be effective January 1, 2025. No changes are proposed to the meter size-based minimum rates or to volumetric sewer rates. The Town has not changed utility rates since October 2022, which was the last time a full study was conducted. In the last three years, the Town has undergone changes to its service delivery model, worked to minimize water loss, and approved a new capital improvement plan. These changes were incorporated into the study and are reflected in the minimal changes proposed.

These changes are expected to impact approximately 10% of residential bills and 25% of commercial bills prepared annually. Customers are encouraged to visit the Town's website to utilize its EyeOnWater program to monitor usage, set alerts, and assist with leak detection to ensure a minimal impact on their utility bill.

BACKGROUND AND DISCUSSION:

The Town engaged a third-party expert, NewGen Strategies, to perform a utility rate study that included the updated capital improvement plan and recent service delivery changes. The result of this study was presented at the October 21, 2025, Town Council meeting. Due to the Public Works department's improvements in reducing water loss, planned cash-funding of capital improvements, and a healthy retained earnings, minimal changes to the overall rate structure were needed. The update does not increase minimum base charges for water or sewer usage, nor does it change the volumetric sewer rates. The update does change the tiers of water usage per thousand gallons to better align with the existing usage patterns, discourage high discretionary residential water use, and establish a standard tier differential for residential use.

FISCAL IMPACT:

The fiscal impact is expected to be revenue-neutral. The updated tier structure more appropriately reallocates the cost of higher discretionary usage to those customers.

LEGAL REVIEW:

Yes.

RECOMMENDATION:

Staff recommends the approval of the utility rate schedule, as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE

ORDINANCE NO. 1037

AN ORDINANCE OF THE TOWN OF WESTLAKE AMENDING AND ESTABLISHING A NEW WATER AND WASTEWATER RATE AND FEE SCHEDULE; REPEALING ORDINANCE 1014 IN ITS ENTIRETY; PROVIDING A PENALTY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Westlake finds the provision of water and wastewater services throughout the Town of Westlake, Texas, (the “Town”) is of vital importance to the health, safety and welfare of the citizens of the Town; and

WHEREAS, the Town Council of the Town of Westlake finds the proposed Water and Wastewater rate and fee schedule provides sufficient recovery of cost of services while maintaining an appropriate fund reserve balance in accordance with the Town’s adopted Financial Policy; and

WHEREAS, the Town Council repeals Ordinance 1014 in its entirety to update the Water and Wastewater rate and fee schedule; and

WHEREAS, upon the recommendation of staff, the Town Council of the Town of Westlake, Texas, is of the opinion that it is in the best interests of the Town and its citizens that the proposed Water and Wastewater rates should be approved and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Town Council does hereby approve the Water and Wastewater rate and tap fee schedule as shown on ***Exhibit “A”*** hereto, which said exhibit is hereby incorporated in its entirety as if fully set forth.

SECTION 3: That all provisions of this ordinance shall remain in full force and effect.

SECTION 4: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Westlake, and upon conviction shall be punishable by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the Town Council of the Town of Westlake, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect January 1, 2026.

PASSED AND APPROVED ON THIS 18TH DAY OF NOVEMBER 2025.

ATTEST:

Kim Greaves, Mayor

Dianna Buchanan, Town Secretary

Wade Carroll, Town Manager

APPROVED AS TO FORM:

Matthew C.G. Boyle, Town Attorney

Exhibit “A”

Base Charges

	Residential		Commercial		Governmental	
Meter Size	Water	Sewer	Water	Sewer	Water	Sewer
3/4"	\$52.92	\$44.77	\$57.33	\$52.80	\$52.92	\$44.77
1"	\$88.38	\$82.65	\$95.74	\$98.73	\$88.38	\$82.65
1 1/2"	\$176.22	\$151.53	\$190.91	\$181.38	\$176.22	\$151.53
2"	\$282.06	\$239.92	\$305.57	\$288.14	\$282.06	\$239.92
3"	\$617.58	\$517.72	\$669.04	\$621.04	\$617.58	\$132.00
4"	\$1,111.32	\$883.92	\$1,203.93	\$1,060.70	\$1,111.32	-
6"	\$1,822.43	\$1,830.98	\$4,247.93	\$2,033.01	\$1,822.43	-
8"	\$2,649.31	\$2651.76	\$5,339.41	\$2,929.57	-	-

Volume Charges per 1k Gallons

	Residential		Commercial		Governmental	
Volume (gallons)	Water	Sewer	Water	Sewer	Water	Sewer
0 - 2,000	\$4.32	\$0.00	\$4.76	\$10.06	\$3.20	\$0.00
2,001 - 20,000	\$4.32	\$8.36	\$4.76	\$10.06	\$3.20	\$8.36
20,001 - 40,000	\$5.62	\$8.36	\$6.19	\$10.06	\$3.20	\$8.36
40,001 - 100,000	\$7.31	\$8.36	\$7.43	\$10.06	\$3.20	\$8.36
over 100,000	\$9.50	\$8.36	\$8.92	\$10.06	\$3.20	\$8.36

Deposits

	Residential		Commercial	
Meter Size	Water	Sewer	Water	Sewer
3/4"	\$90	\$60	\$75	\$60
1"	\$150	\$100	\$100	\$100
1 1/2"	\$300	\$200	\$250	\$200
2"	\$480	\$320	\$500	\$320
3"	\$1,050	\$700	\$1,000	\$700
4"	\$1,800	\$1,200	\$2,500	\$1,200
6"	\$3,750	\$2,500	\$3,500	\$2,500
8"	\$5,400	\$3,600	\$5,000	\$3,600

Tap Fees

Water Connection		Minimum Service Tap Fee**	
Meter Size	Meter set on Existing Service Line	Tap Fee	Street Cut/Bore
3/4"	\$600	\$3,500	\$2,500
1"	\$650	\$3,500	\$2,500
1 1/2"	\$875	\$3,500	\$2,500
2" Disc	\$1,100	\$3,500	\$2,500
Sewer Connection		Minimum Service Tap Fee**	
Depth	Existing Service Line	Tap Fee	Street Cut/Bore
0 - 6 feet	\$375	\$3,000	\$3,000
6 - 12 feet	\$375	\$3,000	\$3,000
12 - 18 feet	\$375	\$3,000	\$3,000
** Service Tap fees for connection installed by Town will be actual cost to Town plus 10%.			
<i>Does not include City of Fort Worth Water or other impact fees.</i>			

Final Report | October 2025

Water and Wastewater Rate Update

Town of Westlake, Texas

Prepared by:



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 - Wastewater Projected Revenue Detail
 - Water Financial Summary
 - Wastewater Financial Summary
 - Combined Utility Financial Summary
- B Water & Wastewater Rate Study Presentation

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Section 1

INTRODUCTION

The Town of Westlake (Town) retained NewGen Strategies and Solutions, LLC (NewGen) to perform the Town's Water and Wastewater Rate Study (Study). The purpose of the update was to determine the total cost of providing water and wastewater services, review performance under the current rates and propose rate changes (if required) to safeguard the financial integrity of the Town for the five-year forecast period from Fiscal Year (FY) 2026 through FY 2031.

The resulting rate recommendations were predicated on three primary objectives, which were to:

- Ensure revenues keep pace with rising costs
- Maintain sufficient working capital and debt service coverage ratios
- Smooth impact on customers' bills over time

This report describes the analysis conducted for the Town and makes recommendations with respect to rates to be charged to the Town's water and wastewater customers. This report consists of four sections, the last of which details NewGen's recommendations. The Appendix includes schedules supplementing the findings in this report and the presentation of results provided with the Study.

1.1 Background

The Town, located in Tarrant and Denton Counties within the Dallas–Fort Worth metropolitan area, serves approximately 950 water customers and 700 wastewater connections. The utility is in a strong financial position with over 900 days cash on hand and a strong debt service coverage of 2.22.

Wholesale treated water and wastewater treatment are provided through Fort Worth Water and the Trinity River Authority (TRA) respectively. Additionally, a smaller portion of the Town's wastewater flows to Southlake. Wholesale costs from Fort Worth Water and TRA make up over half of the utility's costs and are one of the drivers for rate increases in the forecast, representing a 7.6% year-over-year increase on average. Additionally, the expected issuance of \$19.1M in new debt for utility related capital projects alongside existing debt contributes to 26% of costs by FY 2031. Failure by the Town to pass along these wholesale rate adjustments to its retail customers can negatively impact the financial integrity of the Town's water and wastewater utility, limiting its ability to fund operations, maintenance, and critical infrastructure projects necessary to support continued growth.

1.2 Current Rates

The current retail water rates are shown in Tables 1-1 and 1-2 below. The minimum charges increase in relation to the meter size, which is consistent with industry best management practices. Larger water meters can place greater demands on the water system and should therefore pay a greater fixed charge to compensate the utility for the infrastructure put into service to accommodate this increased demand. For volumetric charges, the Town utilizes a four-tiered volumetric rate structure for all water accounts and a two-tiered structure for wastewater accounts.

Table 1-1
Current Water Minimum Charges by Meter Size

Meter Size (inches)	Minimum Residential Bill	Minimum Commercial Bill
3/4	\$ 52.92	\$ 57.33
1	88.38	95.74
1 ½	176.22	190.91
2	282.06	305.57
3	617.58	669.04
4	1,111.32	1,203.93
6	1,822.43	4,247.93

Rates above apply to both Residential and Commercial Irrigation accounts.

Table 1-2
Current Water Volumetric Rates

Volumetric Charges (per 1,000 gallons)	Residential	Commercial
0–20,000	\$ 4.32	\$ 4.76
20,001–40,000	5.66	6.23
40,001–400,000	6.98	7.69
400,001+	9.03	9.93

Current government accounts (excluding The Academy) are charged according to the residential class rate structure. The Town currently employs differentials on volumetric block rates, meaning there is a price increase between the consumption tiers. Currently, the differentials are 31%, 23%, and 29% between the second, third, and fourth blocks. It is more common to see residential rate structure differentials to increase or at least stay consistent in higher tiers to send price signals for highly fluctuating and seasonal discretionary usage. That said, commercial high-volume users are generally using large volumes as part of a business process such as manufacturing or for cooling, which is typically more uniform throughout the year.

The current retail wastewater rates are shown in Tables 1-3 and 1-4 below. Like water, the minimum charges vary by meter size and are slightly higher for commercial wastewater service than residential accounts. Unlike water, wastewater volumetric rates have no charge for the first 2,000 gallons for residential accounts, which are included with the minimum charge. The volumetric charges for residential customers are based on a winter average using water consumption in December, January, and February. Customers without an established winter average are billed a maximum of 15,000 gallons. The volumetric charges for non-residential (i.e., commercial) customers are based on actual consumption.

**Table 1-3
Current Wastewater Minimum Charges by Meter Size**

Meter Size (inches)	Minimum Residential Bill	Minimum Commercial Bill
3/4	\$ 44.77	\$ 52.80
1	82.65	98.73
1 ½	151.53	181.38
2	239.92	288.14
3	517.72	621.04
4	883.92	1,060.70
6	1,830.98	2,033.01

**Table 1-4
Current Wastewater Volumetric Rates**

Volumetric Charges (per 1,000 gallons)	Residential	Commercial
0-2,000	\$0.00	
2,001+	8.36	
All Volumes		\$ 10.06

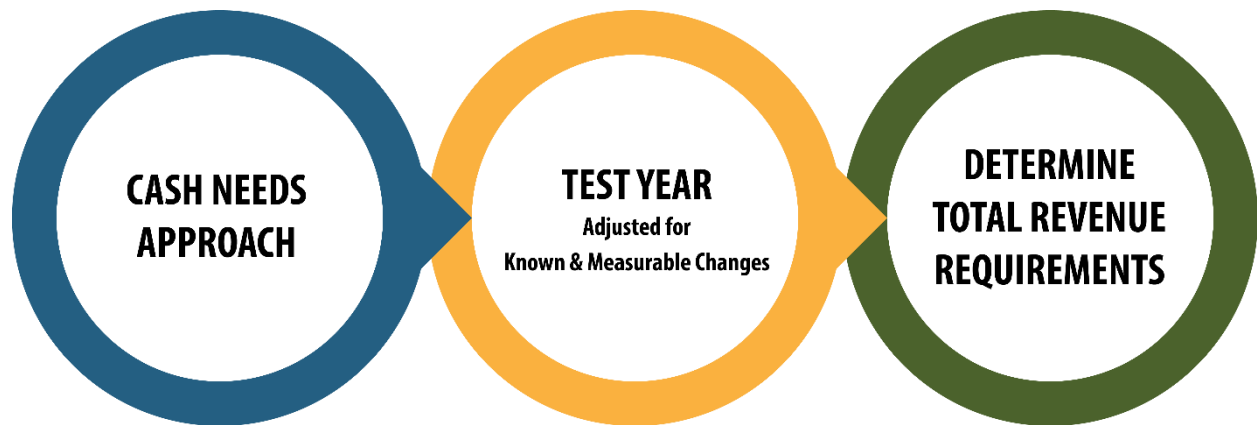
Similarly, as with water, government accounts are charged according to the residential rate structure.

Section 2

REVENUE REQUIREMENT AND CURRENT RATE SUFFICIENCY

2.1 Revenue Requirement

NewGen developed a “Test Year” for the Study based on the FY 2026 Preliminary Budget. A Test Year is a common term in rate studies that refers to an adjusted budget that is used as a basis for setting rates. The Test Year should be representative of “typical” conditions, with adjustments for unusual or one-time expenses. The Test Year separates costs and allocates them specifically to the water and wastewater functions. The development of the Test Year was completed in coordination with Town staff and reflects all known and measurable changes as of this report.



The Test Year was used to develop a five-year revenue requirement forecast for FY 2026 through FY 2031. The net revenue requirement identifies the amount that should be recovered from rates in order to fully recover the cost of providing service; total expenses less other (non-rate) revenues. In addition to the Test Year, the revenue requirement incorporates inflation factors, a capital improvement plan, and debt service. Table 2-1 shows the net five-year revenue requirement forecast for the utility.

Table 2-1
Net Revenue Requirement

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Total Expenses	\$ 7,662,981	\$ 7,992,614	\$ 9,164,850	\$ 10,236,823	\$ 10,962,279	\$ 11,151,249
Other Revenues	586,500	336,500	336,500	336,500	336,500	336,500
Net Revenue Requirement	\$ 7,076,481	\$ 7,656,114	\$ 8,828,350	\$ 9,900,323	\$ 10,625,779	\$ 10,814,749

The following sections within this report summarize the key factors affecting the projected revenue requirement.

2.2 Inflation Factors

The Test Year revenue requirement was used as the basis for the five-year financial forecast. Certain expenses were projected based on fixed costs such as debt service payments. However, the majority of expenses were Operations and Maintenance (O&M) related costs, which were inflated based on historical averages or industry standards as follows:

- General inflation based on the historical Municipal Cost Index (MCI)
 - 2.96% in FY 2026 through FY 2031
- Salaries and Benefits increase at 5.00% per year
- Construction cost index increases at 3.36% per year
- An average annual growth in customer connections of 67 per year from FY 2026 through FY 2031

2.3 Capital Improvement Plan

One of the major costs for the Town will result from the \$47.9M capital plan with new debt issuances totaling \$19.1M driving debt service cost increases. As seen below, water projects in FY 2027 and FY 2028 drive the majority of the cost, which are comprised of two major projects: the Elevated Storage Tank and Pump Station #2. In addition to debt, the Town plans to fund its capital plans with the following other sources: \$22.3M from the General Fund, \$1.0M from Utility Cash, and \$5.6M from existing bond proceeds.

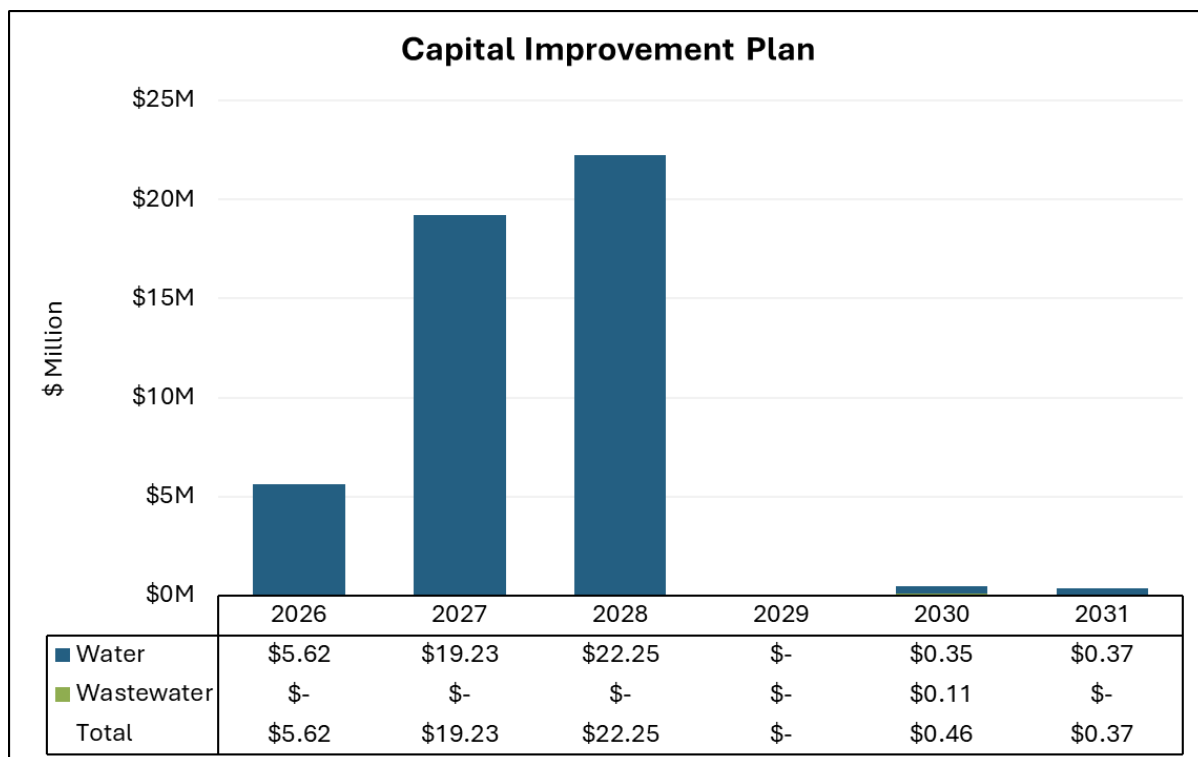


Figure 2-1. Capital Improvement Plan

2.4 Total Projected Expenses

Factoring expected inflation and capital, total expenses increase from \$7.7M in FY 2026 to \$11.2M in FY 2031, which is an average annual rate of growth of 7.8%. This growth in expenses and impact of wholesale cost increases to the utility are illustrated in Figure 2-2.

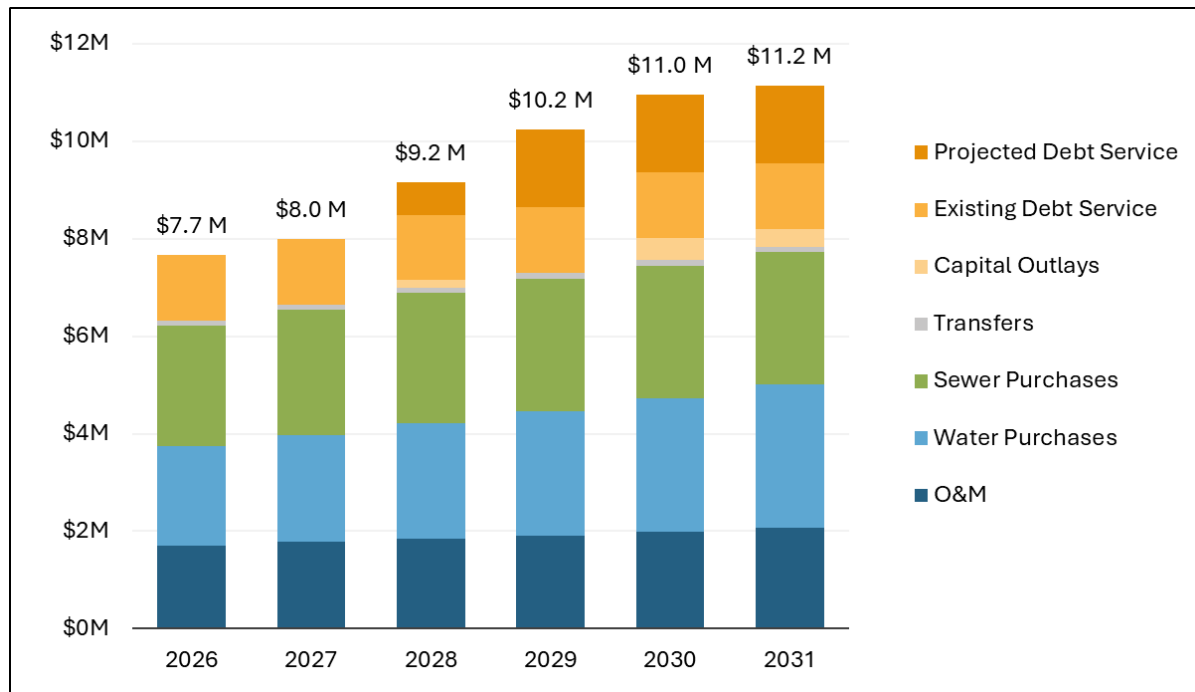


Figure 2-2. Cost Summary

2.5 Financial Performance with Current Rates

In evaluating the performance of utility rates, some estimation of billed water consumption and billed wastewater flow is required. Revenue forecasts were extrapolated from utility billing data provided by the Town. Analysts at NewGen worked with Town staff to extract the necessary detailed historical account and usage data from the Town's utility billing system. This raw data enabled the Project Team to perform a revenue check, as well as historical consumption analysis utilized in forecasting. The number of water and sewer connections, and average water use by customer class and month, provided the basis for the revenue projections. The Project Team reviewed the consumption data provided and projected consumption using average consumption for each class each month from October 2022 to June 2025.

Based on our review, projected revenues with current rates are insufficient to meet the Town's stated debt service coverage objectives starting in FY 2029. Details related to the expected revenue performance without any rate changes are outlined in the Fund Summary Under Current Rates in the Appendix.

Section 3

RATE PLAN

3.1 Proposed Rate Plan

As discussed in the introduction, this rate study seeks to satisfy the objectives below:

- Ensure revenues keep pace with rising costs
- Maintain sufficient working capital and debt service coverage ratios
- Smooth the impact on customers' bills over time

NewGen is recommending three structural rate design changes be adopted in FY 2026.

1. The first recommendation is to revise rate tiers by reducing the top tier from 400,001 plus to 100,0001 plus.
2. The second is to modify the volumetric rate tier differentials for each class.
 - a. Residential rates increase by 30% between each successive step.
 - b. Commercial rates only increase the first step from tier one to tier two at 30%, with all higher tiers set to 20%.
3. Third, and following discussion with Town staff, it is proposed that Town and Academy accounts pay for water volumes at cost instead of following a tiered rate system, updated annually following wholesale rates from Fort Worth Water.

Lastly, after the rate design changes are implemented in FY 2026 and subject to all other assumptions, NewGen anticipates only one future year with a volumetric rate increase as follows:

Table 3-1
Recommended Rate Increases

Service and Charge Type	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Water Rates					
Minimum Charges	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges	0.00%	0.00%	0.00%	2.00%	0.00%
Wastewater Rates					
Minimum Charges	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges	0.00%	0.00%	0.00%	2.00%	0.00%

Detailed schedules for water and wastewater rates projected for FY 2026 through FY 2031 are included in the Appendix of this report.

3.2 Financial Performance with Proposed Water Rates

The Town's combined utility performance with proposed rates meets both minimum and target financial objectives for the utility, exceeding the operating reserve target of no less than 360 days cash on hand and a debt service coverage ratio of 1.12 or higher.

In addition to meeting financial policies, the recommended changes will likely reduce the typical residential and commercial bill slightly. While the expected savings are less than \$1 per month, this is a much better outcome than continual increases. Another benefit to the proposed rate design is holding minimum charges at the current rates, leaving any additional revenue needs to be made up through actual water consumption and billed wastewater flow.

Lastly, the tier rate differentials send price signals consistent with our understanding of Town objectives. Specifically, the adjustment to residential rates with a consistent premium on each rate tier and lowering the top tier threshold to 100,000 gallons suggests the Town discourages excessive, discretionary water use. The reduced differential for commercial signals the Town's commitment to ensuring high volume water users for business purposes are not penalized.

Section 4

RECOMMENDATIONS

Listed below are the findings and recommendations from the water and wastewater rate study update.

■ **Recommended Rates:**

NewGen recommends the Town make changes to the water rate structures and tiered volumetric rates with the suggested differentials for FY 2026, as proposed. No change is proposed for wastewater rates in FY 2026.

■ **Closely Monitor Assumptions:**

The assumptions in this Study have all been vetted by Town staff and are reasonable given current market conditions. That said, the proposed revenue performance is critically linked to historical consumption and projected connection growth. NewGen recommends Town staff continuously monitor wholesale providers' expected costs and compare revenues and expenses to the anticipated outcomes in this five-year forecast.

■ **Ensure Financial Stability:**

The Town has internal financial policies requiring a Days Cash on Hand at a minimum amount of 90 days of annual operating expenses, with a target of 360 days. As proposed, the revenues produced by the rate plan satisfy the minimum each year. Debt service coverage minimum is projected to be met each year as proposed, and the target of 1.12 is satisfied by FY 2031.

To the extent future rates do not generate sufficient revenue to meet minimum policies, then action should be taken to amend the Town's rate plan. Failure to abide by the Town's own financial policies could result in a reduced bond rating which, consequentially, can result in a higher, long-term borrowing cost for the Town and ultimately, higher rates for ratepayers.

Appendix A

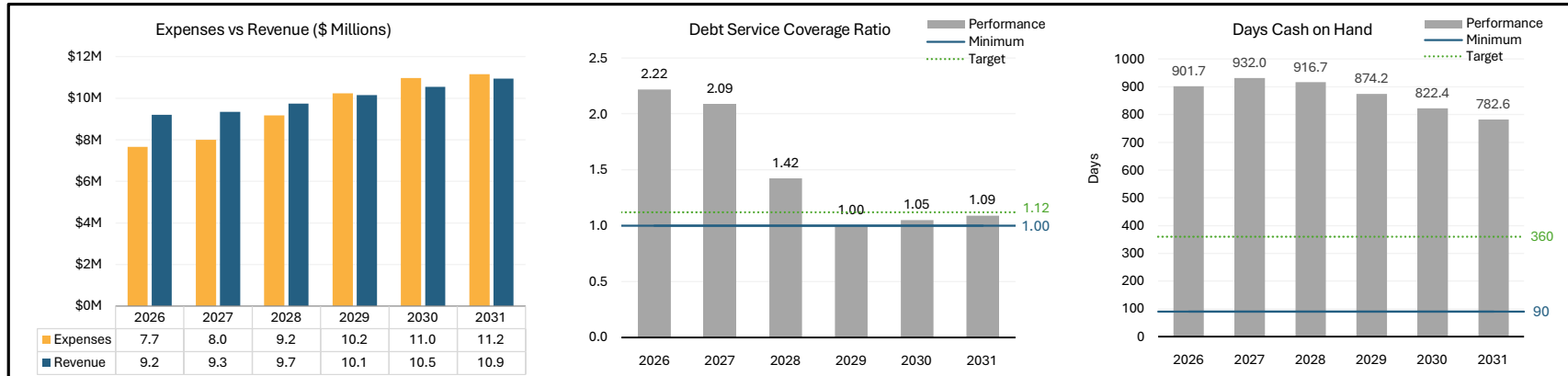
FINANCIAL SCHEDULES



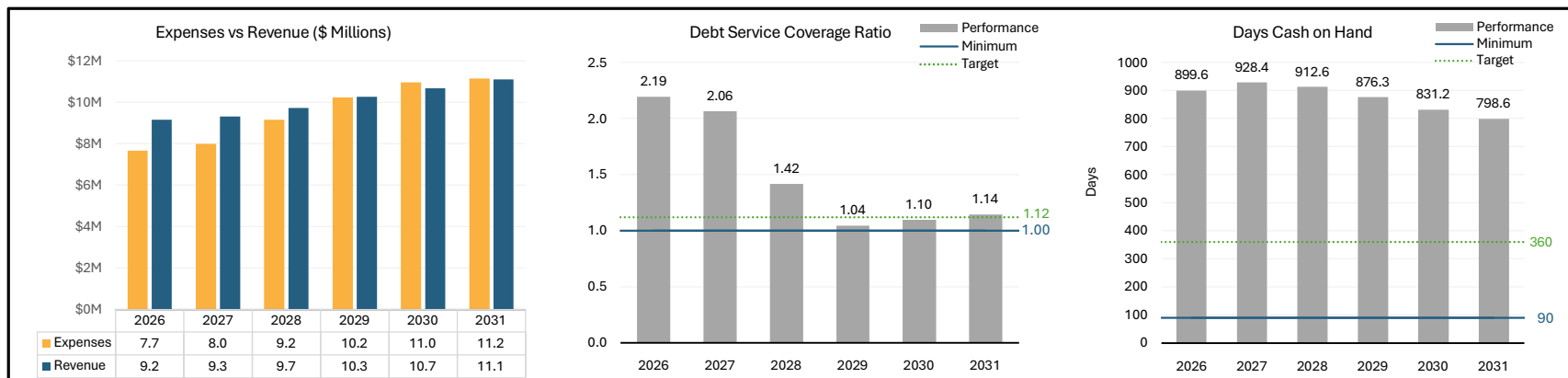
Dashboard

Combined

Financial Performance - Current Rates



Financial Performance - Proposed Rates



Baseline Rate Increases

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Water - Minimum	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Water - Volumetric	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%
Wastewater - Minimum	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Wastewater - Volumetric	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%



General Assumptions

Projection Period

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Projection Period (Fiscal Year)	2026	2027	2028	2029	2030	2031

Basis for projections	Budget	Projected	Projected	Projected	Projected	Projected
-----------------------	--------	-----------	-----------	-----------	-----------	-----------

Beginning Fund Balances

Unrestricted Reserves	\$ 13,842,815
-----------------------	---------------

Financial Policies

Days Cash on Hand Requirement	90
Debt Service Coverage Target	1.00

Allocation Factors

Factors that are used to allocate costs between different utilities / services

Allocation Factor	Water	Wastewater	Other	
Water	100.0%	0.0%	0.0%	Assumed 100% water
Wastewater	0.0%	100.0%	0.0%	Assumed 100% sewer
Other	0.0%	0.0%	100.0%	Assumed 100% other
50/50	50.0%	50.0%	0.0%	1/2 Water, 1/2 Wastewater
Revenues (W/WW)	67.3%	32.7%	0.0%	Allocations based on historical revenue for water and sewer
Customers (W/WW)	61.2%	38.8%	0.0%	Customer count
Direct Costs	79.8%	20.2%	0.0%	Direct cost shares, used to allocate overheads and other indirect costs
TBD	50.0%	40.0%	10.0%	To be determined
None	0.0%	0.0%	0.0%	No allocations used



General Assumptions

Inflation Factors

Factors that are used to project expenses and revenues into future years

	2026	2027	2028	2029	2030	2031
Inflation Factor	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
General		2.96%	2.96%	2.96%	2.96%	2.96%
Construction		3.36%	3.36%	3.36%	3.36%	3.36%
Customer Growth		6.81%	6.38%	5.99%	5.66%	5.35%
Water Volumes		4.72%	4.50%	4.31%	4.13%	3.97%
General + Customer Growth		9.97%	9.53%	9.13%	8.78%	8.47%
Salaries		5.00%	5.00%	5.00%	5.00%	5.00%
Benefits		5.00%	5.00%	5.00%	5.00%	5.00%
Fuel		1.56%	1.56%	1.56%	1.56%	1.56%
Electricity		1.02%	1.02%	1.02%	1.02%	1.02%
Chemicals		1.77%	1.77%	1.77%	1.77%	1.77%
Chemicals + Water Volumes		6.57%	6.35%	6.16%	5.97%	5.81%
General + Water Volumes		7.82%	7.60%	7.40%	7.21%	7.04%
Electricity + Water Volumes		5.78%	5.57%	5.37%	5.19%	5.03%
None		0.00%	0.00%	0.00%	0.00%	0.00%
Non-Recurring		-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Schedule		0.00%	0.00%	0.00%	0.00%	0.00%
TBD		0.00%	0.00%	0.00%	0.00%	0.00%

Municipal Cost Index, 20 year average (to April 2025)
 Construction Cost Index, 20 year average (to April 2025)
 Modeled growth in water connections
 Modeled water volumes (excluding effects of prices on demand)
 Composite of general inflation and customer growth
 Confirmed by client to be 3-5% per year, as per email 8/5/2025
 Confirmed by client to be 3-5% per year, as per email 8/5/2025
 US Energy Information Administration, Annual Energy Outlook 2025
 US Energy Information Administration, Annual Energy Outlook 2025
 BLS price index for water treating compounds, 20 year average (to April 2025)
 Composite of chemical price inflation and water volumes
 Composite of general price inflation and water volumes
 Composite of electricity price inflation and water volumes
 Budget items that are fixed in cash terms
 Budget items that do not recur

Growth Assumptions

Assumed growth in customers connections over the projection period

Annual Growth in Connections	2026	2027	2028	2029	2030	2031
Residential	67	67	67	67	67	67
Total	67	67	67	67	67	67



Wholesale Water & Sewer

- Wholesale water and wastewater treatment services from Fort Worth and TRA

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
WATER								
Modeled change in water volumes			0.0%	4.7%	4.5%	4.3%	4.1%	4.0%
Assumed Annual Rate Changes				4.0%	4.0%	4.0%	4.0%	4.0%
<u>Wholesale Volumetric Charges</u>								
Volumetric Rate (\$ / kgal)	\$ 2.32030	\$ 2.36120	\$ 2.4876	\$ 2.587	\$ 2.691	\$ 2.798	\$ 2.910	\$ 3.027
<u>Wholesale Volumes (kgal)</u>								
Total Annual Volume	636,448	636,448	636,448	666,462	696,475	726,488	756,501	786,514
<u>Wholesale Fixed Charges</u>								
Maximum Day (MG, Excess)	2.70830	2.82088	2.82088	2.82088	2.82088	2.82088	2.82088	2.82088
Maximum Day Rate	\$ 128,609	\$ 100,828	\$ 123,319	\$ 128,252	\$ 133,382	\$ 138,717	\$ 144,266	\$ 150,036
Maximum Hour (MG, Excess)	4.99400	4.99400	4.99400	4.99400	4.99400	4.99400	4.99400	4.99400
Maximum Day Rate	\$ 45,949	\$ 34,377	\$ 21,546	\$ 22,408	\$ 23,304	\$ 24,236	\$ 25,206	\$ 26,214
Annual Rate of Use Charge	\$ 577,781	\$ 456,101	\$ 455,469	\$ 473,687	\$ 492,635	\$ 512,340	\$ 532,834	\$ 554,147
<u>Other Charges</u>								
Service Charge (\$ / year)	\$ 600	\$ 600	\$ 600	\$ 624	\$ 649	\$ 675	\$ 702	\$ 730
Wholesale Water Costs	\$ 2,055,133	\$ 1,959,483	\$ 2,039,298	\$ 2,198,517	\$ 2,367,210	\$ 2,545,882	\$ 2,735,060	\$ 2,935,298
Annual Change in Wholesale Water		-4.7%	4.1%	7.8%	7.7%	7.5%	7.4%	7.3%
Effective Rate per Kgal	\$	\$ 3.08	\$ 3.20	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.62	\$ 3.73



Wholesale Water & Sewer

SEWER

Projected MGD	0.230	0.241	0.241	0.241	0.241	0.241	0.241	0.241	0.241
Volumes TRA (1,000 Gallons)	83,950	87,965	87,965	87,965	87,965	87,965	87,965	87,965	87,965
Volumes Southake (1,000 Gallons)	137,199	137,199	137,199	137,199	137,199	137,199	137,199	137,199	137,199
Projected Rate / 1,000 Gallons	\$ 11.034	\$ 10.134	\$ 10.996	\$ 11.446	\$ 11.893	\$ 12.089	\$ 12.089	\$ 12.089	\$ 12.089
Total Charges	\$ 2,440,154	\$ 2,281,808	\$ 2,475,899	\$ 2,577,223	\$ 2,677,871	\$ 2,722,003	\$ 2,722,003	\$ 2,722,003	\$ 2,722,003

Wholesale Sewer Costs	\$ 2,440,154	\$ 2,281,808	\$ 2,475,899	\$ 2,577,223	\$ 2,677,871	\$ 2,722,003	\$ 2,722,003	\$ 2,722,003	\$ 2,722,003
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Annual Change in Wholesale Sewer		-6.5%	8.5%	4.1%	3.9%	1.6%	0.0%	0.0%	
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Capital Improvement Plan

Base Year for Current Cost Estimate **2025**
 Cost Escalation Factor **3.36%**

Inflation Index
 1.034 1.068 1.104 1.141 1.180 1.219

Project Description	Escalate Costs	Funding Method	Allocations			Projected Cost Estimate						
			Water	Wastewater	Other	2026	2027	2028	2029	2030	2031	Total
Water Tower Engineering	Yes	Existing Debt	100%	0%	0%	\$ 775,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 775,200
Land Acquisition Water Tower	Yes	Existing Debt	100%	0%	0%	775,200	-	-	-	-	-	775,200
EST No. 2	Yes	New Debt	100%	0%	0%	-	8,012,467	-	-	-	-	8,012,467
Pump Station 2 Engineering	Yes	General Fund	100%	0%	0%	-	1,068,329	-	-	-	-	1,068,329
Land Acquisition Pump Station 2	Yes	General Fund	100%	0%	0%	-	2,136,658	-	-	-	-	2,136,658
Pump Station No.2	Yes	New Debt	100%	0%	0%	-	-	11,042,248	-	-	-	11,042,248
Pump Station Recommendations F&N	Yes	Existing Debt	100%	0%	0%	3,700,288	-	-	-	-	-	3,700,288
Pump Station Generator Install Package	Yes	Existing Debt	100%	0%	0%	310,080	-	-	-	-	-	310,080
PS - Refurbish pumps #2 and #3	Yes	Existing Debt	100%	0%	0%	62,016	-	-	-	-	-	62,016
Add PRVs to SCADA System - control remotely	Yes	Cash	100%	0%	0%	-	-	165,634	-	-	-	165,634
Tank Painting	Yes	Cash	100%	0%	0%	-	-	-	-	353,903	365,794	719,696
N-1 Rehab	Yes	Cash	0%	100%	0%	-	-	-	-	94,374	-	94,374
N-1 ROW/Easement Acquisition	Yes	Cash	0%	100%	0%	-	-	-	-	11,797	-	11,797
EST No. 2	Yes	General Fund	100%	0%	0%	-	8,012,467	-	-	-	-	8,012,467
Pump Station No.2	Yes	General Fund	100%	0%	0%	-	-	11,042,248	-	-	-	11,042,248
						\$ 5,622,784	\$ 19,229,921	\$ 22,250,130	\$ -	\$ 460,073	\$ 365,794	\$ 47,928,702
Total by Utility												
Water						\$ 5,622,784	\$ 19,229,921	\$ 22,250,130	\$ -	\$ 353,903	\$ 365,794	\$ 47,822,532
Wastewater						-	-	-	-	106,171	-	106,171
Other						-	-	-	-	-	-	-
Total						\$ 5,622,784	\$ 19,229,921	\$ 22,250,130	\$ -	\$ 460,073	\$ 365,794	\$ 47,928,702
Total by Funding Source												
Cash						\$ -	\$ -	\$ 165,634	\$ -	\$ 460,073	\$ 365,794	\$ 991,501
New Debt						-	8,012,467	11,042,248	-	-	-	19,054,715
General Fund						-	11,217,454	11,042,248	-	-	-	22,259,702
Existing Debt						5,622,784	-	-	-	-	-	5,622,784
						\$ 5,622,784	\$ 19,229,921	\$ 22,250,130	\$ -	\$ 460,073	\$ 365,794	\$ 47,928,702



Existing Debt Service

Debt Issuance	P&I	Allocations			2026	2027	2028	2029	2030	2031
		Water	Wastewater	Other						
Series 2013 CO (UF Portion)	P&I	100.0%	0.0%	0.0%	\$ 55,954	\$ 55,618	\$ 55,771	\$ 67,737	\$ 67,857	\$ 67,378
Series 2018 CO	P&I	100.0%	0.0%	0.0%	143,638	145,932	143,118	145,160	142,080	143,884
Series 2022 GORB	P&I	100.0%	0.0%	0.0%	868,900	866,800	864,100	865,700	866,500	866,500
Series 2025 (UF Portion)	P&I	100.0%	0.0%	0.0%	270,848	270,848	270,848	270,848	270,848	270,848
Total Existing Debt					\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Summary										
Total Water (P&I)					\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Total Wastewater (P&I)					-	-	-	-	-	-
Total Other (P&I)					-	-	-	-	-	-
Total Existing Debt Service					\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Total for Projection Period					\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610



Projected Debt Service

	2026		2027		2028		2029		2030		2031	
Debt Funding Needs												
Water	\$	-	\$	8,012,467	\$	11,042,248	\$	-	\$	-	\$	-
Wastewater		-		-		-		-		-		-
Other		-		-		-		-		-		-
Total Debt Funding Needs	\$	-	\$	8,012,467	\$	11,042,248	\$	-	\$	-	\$	-
Debt to be Issued												
Water	\$	-	\$	8,012,467	\$	11,042,248	\$	-	\$	-	\$	-
Wastewater		-		-		-		-		-		-
Other		-		-		-		-		-		-
New Debt to be Issued	\$	-	\$	8,012,467	\$	11,042,248	\$	-	\$	-	\$	-
Financing Terms												
Interest Rate (%)		5.500%		5.500%		5.500%		5.500%		5.500%		5.500%
Term of Issue (Years)		20		20		20		20		20		20
Modeled Debt Service												
	Series 2026		Series 2027		Series 2028		Series 2029		Series 2030		Series 2031	
Projected P&I Payments	\$	-	\$	670,478	\$	924,008	\$	-	\$	-	\$	-
Cumulative Annual P&I												
Water		\$		-	\$	670,478	\$	1,594,486	\$	1,594,486	\$	1,594,486
Wastewater				-		-		-		-		-
Other				-		-		-		-		-
Total Projected Debt	\$	-	\$	-	\$	670,478	\$	1,594,486	\$	1,594,486	\$	1,594,486



Projected Debt Service

	2026	2027	2028	2029	2030	2031
Debt Service Summary						
Projected Debt						
Water (\$)	\$ -	\$ -	\$ 670,478	\$ 1,594,486	\$ 1,594,486	\$ 1,594,486
Wastewater (\$)	-	-	-	-	-	-
Other (\$)	-	-	-	-	-	-
Total Projected Debt	\$ -	\$ -	\$ 670,478	\$ 1,594,486	\$ 1,594,486	\$ 1,594,486
Existing Debt						
Water (\$)	\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Wastewater (\$)	-	-	-	-	-	-
Other (\$)	-	-	-	-	-	-
Total Existing Debt	\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Total Debt Service						
Water (\$)	\$ 1,339,340	\$ 1,339,198	\$ 2,004,315	\$ 2,943,931	\$ 2,941,771	\$ 2,943,096
Wastewater (\$)	-	-	-	-	-	-
Other (\$)	-	-	-	-	-	-
Total Debt Service	\$ 1,339,340	\$ 1,339,198	\$ 2,004,315	\$ 2,943,931	\$ 2,941,771	\$ 2,943,096



Proposed Rates - Water

	RATES							ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Residential Water													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.92	52.92	52.92	52.92	52.92	52.92	52.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	176.22	176.22	176.22	176.22	176.22	176.22	176.22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	282.06	282.06	282.06	282.06	282.06	282.06	282.06	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	617.58	617.58	617.58	617.58	617.58	617.58	617.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.41	\$ 4.41	\$ 4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
2,001 - 20,000 gal	4.32	4.32	4.32	4.32	4.41	4.41	4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
20,001 - 40,000 gal	5.66	5.62	5.62	5.62	5.73	5.73	5.73	-0.71%	0.00%	0.00%	1.96%	0.00%	0.00%
40,001 - 100,000 gal	6.98	7.31	7.31	7.31	7.45	7.45	7.45	4.73%	0.00%	0.00%	1.92%	0.00%	0.00%
100,001 - 400,000 gal	6.98	9.50	9.50	9.50	9.69	9.69	9.69	36.10%	0.00%	0.00%	2.00%	0.00%	0.00%
400,001+ gal	9.03	9.50	9.50	9.50	9.69	9.69	9.69	5.20%	0.00%	0.00%	2.00%	0.00%	0.00%
Commercial Water													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	57.33	57.33	57.33	57.33	57.33	57.33	57.33	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	95.74	95.74	95.74	95.74	95.74	95.74	95.74	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	190.91	190.91	190.91	190.91	190.91	190.91	190.91	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	305.57	305.57	305.57	305.57	305.57	305.57	305.57	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	669.04	669.04	669.04	669.04	669.04	669.04	669.04	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.76	\$ 4.76	\$ 4.76	\$ 4.76	\$ 4.86	\$ 4.86	\$ 4.86	0.00%	0.00%	0.00%	2.10%	0.00%	0.00%
2,001 - 20,000 gal	4.76	4.76	4.76	4.76	4.86	4.86	4.86	0.00%	0.00%	0.00%	2.10%	0.00%	0.00%
20,001 - 40,000 gal	6.23	6.19	6.19	6.19	6.32	6.32	6.32	-0.64%	0.00%	0.00%	2.10%	0.00%	0.00%
40,001 - 100,000 gal	7.69	7.43	7.43	7.43	7.58	7.58	7.58	-3.38%	0.00%	0.00%	2.02%	0.00%	0.00%
100,001 - 400,000 gal	7.69	8.92	8.92	8.92	9.10	9.10	9.10	15.99%	0.00%	0.00%	2.02%	0.00%	0.00%
400,001+ gal	9.93	8.92	8.92	8.92	9.10	9.10	9.10	-10.17%	0.00%	0.00%	2.02%	0.00%	0.00%



Proposed Rates - Water

	RATES							ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Government Water													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.92	52.92	52.92	52.92	52.92	52.92	52.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	176.22	176.22	176.22	176.22	176.22	176.22	176.22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	282.06	282.06	282.06	282.06	282.06	282.06	282.06	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	617.58	617.58	617.58	617.58	617.58	617.58	617.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 3.20	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.62	\$ 3.73	-25.93%	3.13%	3.03%	2.94%	3.43%	3.04%
2,001 - 20,000 gal	4.32	3.20	3.30	3.40	3.50	3.62	3.73	-25.93%	3.13%	3.03%	2.94%	3.43%	3.04%
20,001 - 40,000 gal	5.66	3.20	3.30	3.40	3.50	3.62	3.73	-43.46%	3.13%	3.03%	2.94%	3.43%	3.04%
40,001 - 100,000 gal	6.98	3.20	3.30	3.40	3.50	3.62	3.73	-54.15%	3.13%	3.03%	2.94%	3.43%	3.04%
100,001 - 400,000 gal	6.98	3.20	3.30	3.40	3.50	3.62	3.73	-54.15%	3.13%	3.03%	2.94%	3.43%	3.04%
400,001+ gal	9.03	3.20	3.30	3.40	3.50	3.62	3.73	-64.56%	3.13%	3.03%	2.94%	3.43%	3.04%
Residential Irrigation													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.92	52.92	52.92	52.92	52.92	52.92	52.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	176.22	176.22	176.22	176.22	176.22	176.22	176.22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	282.06	282.06	282.06	282.06	282.06	282.06	282.06	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	617.58	617.58	617.58	617.58	617.58	617.58	617.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.41	\$ 4.41	\$ 4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
2,001 - 20,000 gal	4.32	4.32	4.32	4.32	4.41	4.41	4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
20,001 - 40,000 gal	5.66	5.62	5.62	5.62	5.73	5.73	5.73	-0.71%	0.00%	0.00%	1.96%	0.00%	0.00%
40,001 - 100,000 gal	6.98	7.31	7.31	7.31	7.45	7.45	7.45	4.73%	0.00%	0.00%	1.92%	0.00%	0.00%
100,001 - 400,000 gal	6.98	9.50	9.50	9.50	9.69	9.69	9.69	36.10%	0.00%	0.00%	2.00%	0.00%	0.00%
400,001+ gal	9.03	9.50	9.50	9.50	9.69	9.69	9.69	5.20%	0.00%	0.00%	2.00%	0.00%	0.00%



Proposed Rates - Water

	RATES							ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Commercial Irrigation													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	57.33	57.33	57.33	57.33	57.33	57.33	57.33	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	95.74	95.74	95.74	95.74	95.74	95.74	95.74	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	190.91	190.91	190.91	190.91	190.91	190.91	190.91	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	305.57	305.57	305.57	305.57	305.57	305.57	305.57	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	669.04	669.04	669.04	669.04	669.04	669.04	669.04	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.76	\$ 4.76	\$ 4.76	\$ 4.76	\$ 4.86	\$ 4.86	\$ 4.86	0.00%	0.00%	0.00%	2.10%	0.00%	0.00%
2,001 - 20,000 gal	4.76	4.76	4.76	4.76	4.86	4.86	4.86	0.00%	0.00%	0.00%	2.10%	0.00%	0.00%
20,001 - 40,000 gal	6.23	6.19	6.19	6.19	6.32	6.32	6.32	-0.64%	0.00%	0.00%	2.10%	0.00%	0.00%
40,001 - 100,000 gal	7.69	7.43	7.43	7.43	7.58	7.58	7.58	-3.38%	0.00%	0.00%	2.02%	0.00%	0.00%
100,001 - 400,000 gal	7.69	8.92	8.92	8.92	9.10	9.10	9.10	15.99%	0.00%	0.00%	2.02%	0.00%	0.00%
400,001+ gal	9.93	8.92	8.92	8.92	9.10	9.10	9.10	-10.17%	0.00%	0.00%	2.02%	0.00%	0.00%
Government Irrigation													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.92	52.92	52.92	52.92	52.92	52.92	52.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	176.22	176.22	176.22	176.22	176.22	176.22	176.22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	282.06	282.06	282.06	282.06	282.06	282.06	282.06	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	617.58	617.58	617.58	617.58	617.58	617.58	617.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 3.20	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.62	\$ 3.73	-25.93%	3.13%	3.03%	2.94%	3.43%	3.04%
2,001 - 20,000 gal	4.32	3.20	3.30	3.40	3.50	3.62	3.73	-25.93%	3.13%	3.03%	2.94%	3.43%	3.04%
20,001 - 40,000 gal	5.66	3.20	3.30	3.40	3.50	3.62	3.73	-43.46%	3.13%	3.03%	2.94%	3.43%	3.04%
40,001 - 100,000 gal	6.98	3.20	3.30	3.40	3.50	3.62	3.73	-54.15%	3.13%	3.03%	2.94%	3.43%	3.04%
100,001 - 400,000 gal	6.98	3.20	3.30	3.40	3.50	3.62	3.73	-54.15%	3.13%	3.03%	2.94%	3.43%	3.04%
400,001+ gal	9.03	3.20	3.30	3.40	3.50	3.62	3.73	-64.56%	3.13%	3.03%	2.94%	3.43%	3.04%



Proposed Rates - Water

	RATES							ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Fire Line Water													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.41	\$ 4.41	\$ 4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
2,001 - 20,000 gal	4.32	4.32	4.32	4.32	4.41	4.41	4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
20,001 - 40,000 gal	5.66	5.62	5.62	5.62	5.73	5.73	5.73	-0.71%	0.00%	0.00%	1.96%	0.00%	0.00%
40,001 - 100,000 gal	6.98	7.31	7.31	7.31	7.45	7.45	7.45	4.73%	0.00%	0.00%	1.92%	0.00%	0.00%
100,001 - 400,000 gal	6.98	9.50	9.50	9.50	9.69	9.69	9.69	36.10%	0.00%	0.00%	2.00%	0.00%	0.00%
400,001+ gal	9.03	9.50	9.50	9.50	9.69	9.69	9.69	5.20%	0.00%	0.00%	2.00%	0.00%	0.00%



Proposed Rates - Wastewater

RATES								ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Residential Winter Average Sewer													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	44.77	44.77	44.77	44.77	44.77	44.77	44.77	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	82.65	82.65	82.65	82.65	82.65	82.65	82.65	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	151.53	151.53	151.53	151.53	151.53	151.53	151.53	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	239.92	239.92	239.92	239.92	239.92	239.92	239.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	517.72	517.72	517.72	517.72	517.72	517.72	517.72	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	883.92	883.92	883.92	883.92	883.92	883.92	883.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2,001+ gal	8.36	8.36	8.36	8.36	8.53	8.53	8.53	0.00%	0.00%	0.00%	2.03%	0.00%	0.00%
Residential Actual Volume Sewer													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	44.77	44.77	44.77	44.77	44.77	44.77	44.77	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	82.65	82.65	82.65	82.65	82.65	82.65	82.65	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	151.53	151.53	151.53	151.53	151.53	151.53	151.53	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	239.92	239.92	239.92	239.92	239.92	239.92	239.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	517.72	517.72	517.72	517.72	517.72	517.72	517.72	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	883.92	883.92	883.92	883.92	883.92	883.92	883.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2,001 - 15,000 g	8.36	8.36	8.36	8.36	8.53	8.53	8.53	0.00%	0.00%	0.00%	2.03%	0.00%	0.00%
15,001+ gal	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%



Proposed Rates - Wastewater

RATES								ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Commercial Sewer													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.80	52.80	52.80	52.80	52.80	52.80	52.80	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	98.73	98.73	98.73	98.73	98.73	98.73	98.73	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	181.38	181.38	181.38	181.38	181.38	181.38	181.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	288.14	288.14	288.14	288.14	288.14	288.14	288.14	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	621.04	621.04	621.04	621.04	621.04	621.04	621.04	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
All Volumes	\$ 10.06	\$ 10.06	\$ 10.06	\$ 10.06	\$ 10.26	\$ 10.26	\$ 10.26	0.00%	0.00%	0.00%	1.99%	0.00%	0.00%
Commercial Sewer Deduct													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.80	52.80	52.80	52.80	52.80	52.80	52.80	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	98.73	98.73	98.73	98.73	98.73	98.73	98.73	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	181.38	181.38	181.38	181.38	181.38	181.38	181.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	288.14	288.14	288.14	288.14	288.14	288.14	288.14	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	621.04	621.04	621.04	621.04	621.04	621.04	621.04	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
All Volumes	\$ 10.06	\$ 10.06	\$ 10.06	\$ 10.06	\$ 10.26	\$ 10.26	\$ 10.26	0.00%	0.00%	0.00%	1.99%	0.00%	0.00%



Proposed Rates - Wastewater

RATES								ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Government Sewer													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	44.77	44.77	44.77	44.77	44.77	44.77	44.77	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	82.65	82.65	82.65	82.65	82.65	82.65	82.65	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	151.53	151.53	151.53	151.53	151.53	151.53	151.53	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	239.92	239.92	239.92	239.92	239.92	239.92	239.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	132.00	132.00	132.00	132.00	132.00	132.00	132.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2,001 - 15,000 g	8.36	8.36	8.36	8.36	8.53	8.53	8.53	0.00%	0.00%	0.00%	2.03%	0.00%	0.00%
15,001+ gal	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Keller Inside Sewer													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	17.43	17.43	17.43	17.43	17.43	17.43	17.43	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.98	\$ 4.98	\$ 4.98	0.00%	0.00%	0.00%	2.05%	0.00%	0.00%
2,001 - 20,000 g	4.88	4.88	4.88	4.88	4.98	4.98	4.98	0.00%	0.00%	0.00%	2.05%	0.00%	0.00%
20,001+ gal	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%



Billing Determinants Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Residential Water						
Annual Connections						
All	0	0	0	0	0	0
3/4"	1,668	1,668	1,668	1,668	1,668	1,668
1"	6,549	7,353	8,157	8,961	9,765	10,569
1 1/2"	540	540	540	540	540	540
2"	132	132	132	132	132	132
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	8,889	9,693	10,497	11,301	12,105	12,909
Volumes (kgal)						
0 - 2,000 gal	16,320	17,796	19,272	20,748	22,224	23,700
2,001 - 20,000 gal	107,566	117,270	126,975	136,679	146,383	156,087
20,001 - 40,000 gal	77,033	83,976	90,895	97,431	104,323	111,214
40,001 - 100,000 gal	106,713	116,046	125,558	134,554	144,030	153,506
100,001 - 400,000 gal	49,009	52,820	57,128	61,190	65,481	69,772
400,001+ gal	1,005	1,095	1,185	1,275	1,365	1,455
Total Volumes (kgal)	357,647	389,004	421,013	451,877	483,806	515,735
Commercial Water						
Annual Connections						
All	0	0	0	0	0	0
3/4"	36	36	36	36	36	36
1"	120	120	120	120	120	120
1 1/2"	48	48	48	48	48	48
2"	108	108	108	108	108	108
3"	12	12	12	12	12	12
4"	108	108	108	108	108	108
6"	36	36	36	36	36	36
Total Annual Connections	468	468	468	468	468	468
Volumes (kgal)						
0 - 2,000 gal	775	775	775	775	775	775
2,001 - 20,000 gal	4,959	4,959	4,959	4,959	4,959	4,959
20,001 - 40,000 gal	4,241	4,243	4,243	4,225	4,225	4,225
40,001 - 100,000 gal	9,193	9,209	9,209	9,171	9,171	9,171
100,001 - 400,000 gal	24,053	23,850	23,850	23,754	23,754	23,754
400,001+ gal	39,876	39,876	39,876	39,876	39,876	39,876
Total Volumes (kgal)	83,098	82,912	82,912	82,761	82,761	82,761



Billing Determinants Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Government Water						
Annual Connections						
All	0	0	0	0	0	0
3/4"	48	48	48	48	48	48
1"	48	48	48	48	48	48
1 1/2"	12	12	12	12	12	12
2"	12	12	12	12	12	12
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	120	120	120	120	120	120
Volumes (kgal)						
0 - 2,000 gal	154	154	154	154	154	154
2,001 - 20,000 gal	695	695	695	695	695	695
20,001 - 40,000 gal	384	390	388	385	383	380
40,001 - 100,000 gal	529	534	531	528	524	521
100,001 - 400,000 gal	124	123	123	122	121	120
400,001+ gal	0	0	0	0	0	0
Total Volumes (kgal)	1,886	1,896	1,890	1,884	1,877	1,871
Residential Irrigation						
Annual Connections						
All	0	0	0	0	0	0
3/4"	84	84	84	84	84	84
1"	360	360	360	360	360	360
1 1/2"	132	132	132	132	132	132
2"	24	24	24	24	24	24
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	600	600	600	600	600	600
Volumes (kgal)						
0 - 2,000 gal	1,112	1,112	1,112	1,112	1,112	1,112
2,001 - 20,000 gal	8,131	8,131	8,131	8,131	8,131	8,131
20,001 - 40,000 gal	6,858	6,861	6,861	6,834	6,834	6,834
40,001 - 100,000 gal	11,934	11,913	11,913	11,867	11,867	11,867
100,001 - 400,000 gal	8,356	8,284	8,284	8,251	8,251	8,251
400,001+ gal	1,003	1,003	1,003	1,003	1,003	1,003
Total Volumes (kgal)	37,394	37,303	37,303	37,197	37,197	37,197



Billing Determinants Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Commercial Irrigation						
Annual Connections						
All	0	0	0	0	0	0
3/4"	276	276	276	276	276	276
1"	312	312	312	312	312	312
1 1/2"	60	60	60	60	60	60
2"	612	612	612	612	612	612
3"	180	180	180	180	180	180
4"	12	12	12	12	12	12
6"	12	12	12	12	12	12
Total Annual Connections	1,464	1,464	1,464	1,464	1,464	1,464
Volumes (kgal)						
0 - 2,000 gal	2,038	2,038	2,038	2,038	2,038	2,038
2,001 - 20,000 gal	12,447	12,447	12,447	12,447	12,447	12,447
20,001 - 40,000 gal	10,870	10,873	10,873	10,828	10,828	10,828
40,001 - 100,000 gal	24,827	24,866	24,866	24,766	24,766	24,766
100,001 - 400,000 gal	56,373	55,960	55,960	55,734	55,734	55,734
400,001+ gal	50,936	50,936	50,936	50,936	50,936	50,936
Total Volumes (kgal)	157,491	157,121	157,121	156,749	156,749	156,749
Government Irrigation						
Annual Connections						
All	0	0	0	0	0	0
3/4"	24	24	24	24	24	24
1"	36	36	36	36	36	36
1 1/2"	36	36	36	36	36	36
2"	132	132	132	132	132	132
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	228	228	228	228	228	228
Volumes (kgal)						
0 - 2,000 gal	377	377	377	377	377	377
2,001 - 20,000 gal	2,920	2,920	2,920	2,920	2,920	2,920
20,001 - 40,000 gal	2,977	3,019	3,000	2,983	2,962	2,944
40,001 - 100,000 gal	6,981	7,092	7,049	7,007	6,959	6,917
100,001 - 400,000 gal	19,095	19,272	19,155	19,043	18,912	18,797
400,001+ gal	11,775	11,775	11,775	11,775	11,775	11,775
Total Volumes (kgal)	44,126	44,455	44,276	44,105	43,906	43,730



Billing Determinants Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Fire Line Water						
Annual Connections						
All	0	0	0	0	0	0
3/4"	0	0	0	0	0	0
1"	36	36	36	36	36	36
1 1/2"	0	0	0	0	0	0
2"	0	0	0	0	0	0
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	36	36	36	36	36	36
Volumes (kgal)						
0 - 2,000 gal	72	72	72	72	72	72
2,001 - 20,000 gal	561	561	561	561	561	561
20,001 - 40,000 gal	444	444	444	442	442	442
40,001 - 100,000 gal	596	595	595	593	593	593
100,001 - 400,000 gal	165	165	165	164	164	164
400,001+ gal	0	0	0	0	0	0
Total Volumes (kgal)	1,838	1,837	1,837	1,832	1,832	1,832
Total Annual Connections	11,805	12,609	13,413	14,217	15,021	15,825
Total Volumes (kgal)	683,479	714,528	746,353	776,405	808,128	839,876
Statistics						
Average Monthly Connections	984	1,051	1,118	1,185	1,252	1,319
Annual Growth in Connections		6.8%	6.4%	6.0%	5.7%	5.4%
Annual Growth in Volumes		4.5%	4.5%	4.0%	4.1%	3.9%



Billing Determinants Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Residential Winter Average Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	1,044	1,044	1,044	1,044	1,044	1,044
1"	6,381	7,185	7,989	8,793	9,597	10,401
1 1/2"	672	672	672	672	672	672
2"	192	192	192	192	192	192
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	8,289	9,093	9,897	10,701	11,505	12,309
Volumes (kgal)						
0 - 2,000 gal	15,023	16,480	17,937	19,394	20,851	22,308
2,001+ gal	90,166	98,896	107,627	116,358	125,089	133,819
Total Volumes (kgal)	105,189	115,376	125,564	135,752	145,939	156,127
Residential Actual Volume Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	12	12	12	12	12	12
1"	108	108	108	108	108	108
1 1/2"	12	12	12	12	12	12
2"	0	0	0	0	0	0
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	132	132	132	132	132	132
Volumes (kgal)						
0 - 2,000 gal	89	89	89	89	89	89
2,001 - 15,000 gal	283	283	283	283	283	283
15,001+ gal	346	346	346	346	346	346
Total Volumes (kgal)	718	718	718	718	718	718
Commercial Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	24	24	24	24	24	24
1"	84	84	84	84	84	84
1 1/2"	48	48	48	48	48	48
2"	48	48	48	48	48	48
3"	0	0	0	0	0	0
4"	72	72	72	72	72	72
6"	24	24	24	24	24	24
Total Annual Connections	300	300	300	300	300	300
Volumes (kgal)						
All Volumes	42,045	42,045	42,045	42,045	42,045	42,045
Total Volumes (kgal)	42,045	42,045	42,045	42,045	42,045	42,045



Billing Determinants Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Commercial Sewer Deduct						
Annual Connections						
All	0	0	0	0	0	0
3/4"	0	0	0	0	0	0
1"	0	0	0	0	0	0
1 1/2"	0	0	0	0	0	0
2"	0	0	0	0	0	0
3"	12	12	12	12	12	12
4"	36	36	36	36	36	36
6"	12	12	12	12	12	12
Total Annual Connections	60	60	60	60	60	60
Volumes (kgal)						
All Volumes	11,863	11,863	11,863	11,863	11,863	11,863
Total Volumes (kgal)	11,863	11,863	11,863	11,863	11,863	11,863
Government Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	12	12	12	12	12	12
1"	0	0	0	0	0	0
1 1/2"	0	0	0	0	0	0
2"	0	0	0	0	0	0
3"	12	12	12	12	12	12
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	24	24	24	24	24	24
Volumes (kgal)						
0 - 2,000 gal	35	35	35	35	35	35
2,001 - 15,000 gal	181	181	181	181	181	181
15,001+ gal	395	395	395	395	395	395
Total Volumes (kgal)	611	611	611	611	611	611



Billing Determinants Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Keller Inside Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	12	12	12	12	12	12
1"	0	0	0	0	0	0
1 1/2"	0	0	0	0	0	0
2"	0	0	0	0	0	0
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	12	12	12	12	12	12
Volumes (kgal)						
0 - 2,000 gal	8	8	8	8	8	8
2,001 - 20,000 gal	36	36	36	36	36	36
20,001+ gal	0	0	0	0	0	0
Total Volumes (kgal)	44	44	44	44	44	44
Total Annual Connections	8,817	9,621	10,425	11,229	12,033	12,837
Total Volumes (kgal)	160,470	170,657	180,845	191,033	201,220	211,408
Statistics						
Average Monthly Connections	735	802	869	936	1,003	1,070
Annual Growth in Connections		9.1%	8.4%	7.7%	7.2%	6.7%
Annual Growth in Volumes		6.3%	6.0%	5.6%	5.3%	5.1%



Revenue Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Residential Water						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	88,271	88,271	88,271	88,271	88,271	88,271
1"	578,756	649,814	720,871	791,929	862,987	934,044
1 1/2"	95,159	95,159	95,159	95,159	95,159	95,159
2"	37,232	37,232	37,232	37,232	37,232	37,232
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 799,418	\$ 870,475	\$ 941,533	\$ 1,012,590	\$ 1,083,648	\$ 1,154,705
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 70,503	\$ 76,879	\$ 83,256	\$ 91,499	\$ 98,008	\$ 104,518
2,001 - 20,000 gal	464,686	506,608	548,531	602,754	645,550	688,345
20,001 - 40,000 gal	433,586	471,943	510,828	558,278	597,768	637,259
40,001 - 100,000 gal	773,794	848,295	917,833	1,002,426	1,073,024	1,143,622
100,001 - 400,000 gal	448,238	501,791	542,717	592,934	634,511	676,088
400,001+ gal	9,513	10,407	11,261	12,358	13,230	14,102
Total Volumetric Charge Revenue	\$ 2,200,320	\$ 2,415,923	\$ 2,614,424	\$ 2,860,249	\$ 3,062,091	\$ 3,263,934
Commercial Water						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	2,064	2,064	2,064	2,064	2,064	2,064
1"	11,489	11,489	11,489	11,489	11,489	11,489
1 1/2"	9,164	9,164	9,164	9,164	9,164	9,164
2"	33,002	33,002	33,002	33,002	33,002	33,002
3"	8,028	8,028	8,028	8,028	8,028	8,028
4"	130,024	130,024	130,024	130,024	130,024	130,024
6"	152,925	152,925	152,925	152,925	152,925	152,925
Total Minimum Charge Revenue	\$ 346,696	\$ 346,696	\$ 346,696	\$ 346,696	\$ 346,696	\$ 346,696
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 3,689	\$ 3,689	\$ 3,689	\$ 3,766	\$ 3,766	\$ 3,766
2,001 - 20,000 gal	23,604	23,604	23,604	24,100	24,100	24,100
20,001 - 40,000 gal	26,298	26,263	26,263	26,702	26,702	26,702
40,001 - 100,000 gal	68,909	68,420	68,420	69,519	69,519	69,519
100,001 - 400,000 gal	206,748	212,744	212,744	216,161	216,161	216,161
400,001+ gal	363,883	355,697	355,697	362,875	362,875	362,875
Total Volumetric Charge Revenue	\$ 693,131	\$ 690,417	\$ 690,417	\$ 703,124	\$ 703,124	\$ 703,124



Revenue Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Government Water						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	2,540	2,540	2,540	2,540	2,540	2,540
1"	4,242	4,242	4,242	4,242	4,242	4,242
1 1/2"	2,115	2,115	2,115	2,115	2,115	2,115
2"	3,385	3,385	3,385	3,385	3,385	3,385
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 12,282	\$ 12,282	\$ 12,282	\$ 12,282	\$ 12,282	\$ 12,282
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 540	\$ 508	\$ 524	\$ 539	\$ 557	\$ 574
2,001 - 20,000 gal	2,449	2,294	2,363	2,433	2,516	2,592
20,001 - 40,000 gal	1,474	1,287	1,318	1,348	1,385	1,419
40,001 - 100,000 gal	1,984	1,763	1,805	1,847	1,898	1,943
100,001 - 400,000 gal	397	407	417	427	438	449
400,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 6,844	\$ 6,258	\$ 6,426	\$ 6,594	\$ 6,794	\$ 6,977
Residential Irrigation						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	4,445	4,445	4,445	4,445	4,445	4,445
1"	31,817	31,817	31,817	31,817	31,817	31,817
1 1/2"	23,261	23,261	23,261	23,261	23,261	23,261
2"	6,769	6,769	6,769	6,769	6,769	6,769
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 66,293	\$ 66,293	\$ 66,293	\$ 66,293	\$ 66,293	\$ 66,293
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 4,804	\$ 4,804	\$ 4,804	\$ 4,904	\$ 4,904	\$ 4,904
2,001 - 20,000 gal	35,125	35,125	35,125	35,857	35,857	35,857
20,001 - 40,000 gal	38,606	38,556	38,556	39,157	39,157	39,157
40,001 - 100,000 gal	86,504	87,083	87,083	88,410	88,410	88,410
100,001 - 400,000 gal	76,870	78,696	78,696	79,949	79,949	79,949
400,001+ gal	9,529	9,529	9,529	9,719	9,719	9,719
Total Volumetric Charge Revenue	\$ 251,438	\$ 253,792	\$ 253,792	\$ 257,996	\$ 257,996	\$ 257,996



Revenue Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Commercial Irrigation						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	15,823	15,823	15,823	15,823	15,823	15,823
1"	29,871	29,871	29,871	29,871	29,871	29,871
1 1/2"	11,455	11,455	11,455	11,455	11,455	11,455
2"	187,009	187,009	187,009	187,009	187,009	187,009
3"	120,427	120,427	120,427	120,427	120,427	120,427
4"	14,447	14,447	14,447	14,447	14,447	14,447
6"	50,975	50,975	50,975	50,975	50,975	50,975
Total Minimum Charge Revenue	\$ 430,007	\$ 430,007	\$ 430,007	\$ 430,007	\$ 430,007	\$ 430,007
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 9,700	\$ 9,700	\$ 9,700	\$ 9,904	\$ 9,904	\$ 9,904
2,001 - 20,000 gal	59,249	59,249	59,249	60,493	60,493	60,493
20,001 - 40,000 gal	67,389	67,306	67,306	68,431	68,431	68,431
40,001 - 100,000 gal	185,989	184,758	184,758	187,727	187,727	187,727
100,001 - 400,000 gal	486,976	499,163	499,163	507,181	507,181	507,181
400,001+ gal	463,044	454,353	454,353	463,522	463,522	463,522
Total Volumetric Charge Revenue	\$ 1,272,346	\$ 1,274,530	\$ 1,274,530	\$ 1,297,258	\$ 1,297,258	\$ 1,297,258
Government Irrigation						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	1,270	1,270	1,270	1,270	1,270	1,270
1"	3,182	3,182	3,182	3,182	3,182	3,182
1 1/2"	6,344	6,344	6,344	6,344	6,344	6,344
2"	37,232	37,232	37,232	37,232	37,232	37,232
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 48,028	\$ 48,028	\$ 48,028	\$ 48,028	\$ 48,028	\$ 48,028
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 1,313	\$ 1,245	\$ 1,283	\$ 1,321	\$ 1,366	\$ 1,408
2,001 - 20,000 gal	10,221	9,635	9,927	10,219	10,569	10,890
20,001 - 40,000 gal	11,242	9,961	10,201	10,439	10,723	10,982
40,001 - 100,000 gal	27,756	23,403	23,966	24,526	25,192	25,800
100,001 - 400,000 gal	71,503	63,598	65,128	66,649	68,462	70,114
400,001+ gal	47,836	38,857	40,035	41,212	42,625	43,921
Total Volumetric Charge Revenue	\$ 169,871	\$ 146,700	\$ 150,540	\$ 154,366	\$ 158,938	\$ 163,114



Revenue Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Fire Line Water						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	-	-	-	-	-	-
1"	3,182	3,182	3,182	3,182	3,182	3,182
1 1/2"	-	-	-	-	-	-
2"	-	-	-	-	-	-
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 3,182	\$ 3,182	\$ 3,182	\$ 3,182	\$ 3,182	\$ 3,182
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 311	\$ 311	\$ 311	\$ 318	\$ 318	\$ 318
2,001 - 20,000 gal	2,424	2,424	2,424	2,474	2,474	2,474
20,001 - 40,000 gal	2,496	2,493	2,493	2,532	2,532	2,532
40,001 - 100,000 gal	4,326	4,352	4,352	4,418	4,418	4,418
100,001 - 400,000 gal	1,569	1,569	1,569	1,594	1,594	1,594
400,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 11,126	\$ 11,148	\$ 11,148	\$ 11,336	\$ 11,336	\$ 11,336
Total Minimum Charge Revenue	\$ 1,705,905	\$ 1,776,962	\$ 1,848,020	\$ 1,919,077	\$ 1,990,135	\$ 2,061,192
Total Volumetric Charge Revenue	4,605,076	4,798,769	5,001,278	5,290,923	5,497,537	5,703,739
Gross Total Revenue	\$ 6,310,981	\$ 6,575,731	\$ 6,849,297	\$ 7,210,000	\$ 7,487,672	\$ 7,764,931
Non-Collectable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment for Actuals	\$ -					
Net Total Revenue	\$ 6,310,981	\$ 6,575,731	\$ 6,849,297	\$ 7,210,000	\$ 7,487,672	\$ 7,764,931
Statistics						
Minimum Charge Share	27.0%	27.0%	27.0%	26.6%	26.6%	26.5%



Revenue Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Residential Winter Average Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	46,740	46,740	46,740	46,740	46,740	46,740
1"	527,348	593,799	660,250	726,700	793,151	859,601
1 1/2"	101,828	101,828	101,828	101,828	101,828	101,828
2"	46,065	46,065	46,065	46,065	46,065	46,065
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 721,981	\$ 788,432	\$ 854,882	\$ 921,333	\$ 987,783	\$ 1,054,234
Volumetric Charge Revenue						
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001+ gal	753,786	826,774	899,763	992,532	1,067,005	1,141,478
Total Volumetric Charge Revenue	\$ 753,786	\$ 826,774	\$ 899,763	\$ 992,532	\$ 1,067,005	\$ 1,141,478
Residential Actual Volume Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	537	537	537	537	537	537
1"	8,926	8,926	8,926	8,926	8,926	8,926
1 1/2"	1,818	1,818	1,818	1,818	1,818	1,818
2"	-	-	-	-	-	-
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 11,282	\$ 11,282	\$ 11,282	\$ 11,282	\$ 11,282	\$ 11,282
Volumetric Charge Revenue						
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001 - 15,000 gal	2,370	2,370	2,370	2,418	2,418	2,418
15,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 2,370	\$ 2,370	\$ 2,370	\$ 2,418	\$ 2,418	\$ 2,418
Commercial Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	1,267	1,267	1,267	1,267	1,267	1,267
1"	8,293	8,293	8,293	8,293	8,293	8,293
1 1/2"	8,706	8,706	8,706	8,706	8,706	8,706
2"	13,831	13,831	13,831	13,831	13,831	13,831
3"	-	-	-	-	-	-
4"	76,370	76,370	76,370	76,370	76,370	76,370
6"	48,792	48,792	48,792	48,792	48,792	48,792
Total Minimum Charge Revenue	\$ 157,260	\$ 157,260	\$ 157,260	\$ 157,260	\$ 157,260	\$ 157,260
Volumetric Charge Revenue						
All Volumes	\$ 422,971	\$ 422,971	\$ 422,971	\$ 431,380	\$ 431,380	\$ 431,380
Total Volumetric Charge Revenue	\$ 422,971	\$ 422,971	\$ 422,971	\$ 431,380	\$ 431,380	\$ 431,380



Revenue Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Commercial Sewer Deduct						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	-	-	-	-	-	-
1"	-	-	-	-	-	-
1 1/2"	-	-	-	-	-	-
2"	-	-	-	-	-	-
3"	7,452	7,452	7,452	7,452	7,452	7,452
4"	38,185	38,185	38,185	38,185	38,185	38,185
6"	24,396	24,396	24,396	24,396	24,396	24,396
Total Minimum Charge Revenue	\$ 70,034	\$ 70,034	\$ 70,034	\$ 70,034	\$ 70,034	\$ 70,034
Volumetric Charge Revenue						
All Volumes	\$ 119,339	\$ 119,339	\$ 119,339	\$ 121,712	\$ 121,712	\$ 121,712
Total Volumetric Charge Revenue	\$ 119,339	\$ 119,339	\$ 119,339	\$ 121,712	\$ 121,712	\$ 121,712
Government Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	537	537	537	537	537	537
1"	-	-	-	-	-	-
1 1/2"	-	-	-	-	-	-
2"	-	-	-	-	-	-
3"	1,584	1,584	1,584	1,584	1,584	1,584
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 2,121	\$ 2,121	\$ 2,121	\$ 2,121	\$ 2,121	\$ 2,121
Volumetric Charge Revenue						
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001 - 15,000 gal	1,513	1,513	1,513	1,544	1,544	1,544
15,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 1,513	\$ 1,513	\$ 1,513	\$ 1,544	\$ 1,544	\$ 1,544



Revenue Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Keller Inside Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	209	209	209	209	209	209
1"	-	-	-	-	-	-
1 1/2"	-	-	-	-	-	-
2"	-	-	-	-	-	-
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 209	\$ 209	\$ 209	\$ 209	\$ 209	\$ 209
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 39	\$ 39	\$ 39	\$ 40	\$ 40	\$ 40
2,001 - 20,000 gal	176	176	176	179	179	179
20,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 215	\$ 215	\$ 215	\$ 219	\$ 219	\$ 219
Total Minimum Charge Revenue	\$ 962,887	\$ 1,029,338	\$ 1,095,788	\$ 1,162,239	\$ 1,228,690	\$ 1,295,140
Total Volumetric Charge Revenue	1,300,194	1,373,182	1,446,171	1,549,805	1,624,278	1,698,751
Gross Total Revenue	\$ 2,263,081	\$ 2,402,520	\$ 2,541,959	\$ 2,712,044	\$ 2,852,967	\$ 2,993,891
Non-Collectable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment for Actuals	\$ -					
Net Total Revenue	\$ 2,263,081	\$ 2,402,520	\$ 2,541,959	\$ 2,712,044	\$ 2,852,967	\$ 2,993,891
Statistics						
Minimum Charge Share	42.5%	42.8%	43.1%	42.9%	43.1%	43.3%



Water Summary Under Current Rates

Inputs:

Beginning Fund Balance	\$ 6,921,408
Debt Service Coverage Target	1.00
Days Cash on Hand Requirement	90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales	\$ 6,345,787	\$ 6,604,504	\$ 6,863,220	\$ 7,121,937	\$ 7,380,654	\$ 7,639,371
Wastewater Sales						
Other Revenue	299,000	174,000	174,000	174,000	174,000	174,000
Total Revenues	\$ 6,644,787	\$ 6,778,504	\$ 7,037,220	\$ 7,295,937	\$ 7,554,654	\$ 7,813,371
Expenses						
O&M	\$ 1,364,222	\$ 1,420,012	\$ 1,478,241	\$ 1,539,020	\$ 1,602,466	\$ 1,668,701
Water Purchases	2,039,298	2,198,517	2,367,210	2,545,882	2,735,060	2,935,298
Sewer Purchases	-	-	-	-	-	-
Transfers	49,862	51,337	52,857	54,422	56,032	57,691
Capital Outlays	-	-	165,634	-	353,903	365,794
Existing Debt Service	1,339,340	1,339,198	1,333,837	1,349,445	1,347,285	1,348,610
Projected Debt Service	-	-	670,478	1,594,486	1,594,486	1,594,486
Total Expenses	\$ 4,792,721	\$ 5,009,064	\$ 6,068,257	\$ 7,083,254	\$ 7,689,231	\$ 7,970,579
Change in Net Position	\$ 1,852,066	\$ 1,769,439	\$ 968,963	\$ 212,683	\$ (134,577)	\$ (157,209)
Fund Balance						
Beginning Fund Balance	\$ 6,921,408	\$ 8,773,474	\$ 10,542,913	\$ 11,511,876	\$ 11,724,559	\$ 11,589,982
Change in Fund Balance	1,852,066	1,769,439	968,963	212,683	(134,577)	(157,209)
Ending Fund Balance	\$ 8,773,474	\$ 10,542,913	\$ 11,511,876	\$ 11,724,559	\$ 11,589,982	\$ 11,432,773
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 6,644,787	\$ 6,778,504	\$ 7,037,220	\$ 7,295,937	\$ 7,554,654	\$ 7,813,371
Less Operating Expenses	3,403,519	3,618,529	3,845,452	4,084,902	4,337,525	4,603,999
Available for Debt Service Requirements	\$ 3,241,268	\$ 3,159,975	\$ 3,191,769	\$ 3,211,035	\$ 3,217,129	\$ 3,209,372
Total Debt Service Requirements	1,339,340	1,339,198	2,004,315	2,943,931	2,941,771	2,943,096
Actual Debt Service Coverage	2.42	2.36	1.59	1.09	1.09	1.09
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Days Cash on Hand						
Operating Expenses	\$ 3,403,519	\$ 3,618,529	\$ 3,845,452	\$ 4,084,902	\$ 4,337,525	\$ 4,603,999
Daily Expenses Requirement	9,325	9,914	10,535	11,192	11,884	12,614
Ending Fund Balance	\$ 8,773,474	\$ 10,542,913	\$ 11,511,876	\$ 11,724,559	\$ 11,589,982	\$ 11,432,773
Days of Operating Expenses	941	1,063	1,093	1,048	975	906
Fund Balance Requirement (\$)	\$ 839,224	\$ 892,240	\$ 948,194	\$ 1,007,236	\$ 1,069,527	\$ 1,135,233
Over (Short of) Requirement	7,934,250	9,650,673	10,563,683	10,717,323	10,520,455	10,297,540



Water Summary Under Projected Rates

Inputs:

Beginning Fund Balance	\$ 6,921,408
Debt Service Coverage Target	1.00
Days Cash on Hand Requirement	90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales	\$ 6,310,981	\$ 6,575,731	\$ 6,849,297	\$ 7,210,000	\$ 7,487,672	\$ 7,764,931
Wastewater Sales						
Other Revenue	299,000	174,000	174,000	174,000	174,000	174,000
Total Revenues	\$ 6,609,981	\$ 6,749,731	\$ 7,023,297	\$ 7,384,000	\$ 7,661,672	\$ 7,938,931
Expenses						
O&M	\$ 1,364,222	\$ 1,420,012	\$ 1,478,241	\$ 1,539,020	\$ 1,602,466	\$ 1,668,701
Water Purchases	2,039,298	2,198,517	2,367,210	2,545,882	2,735,060	2,935,298
Sewer Purchases	-	-	-	-	-	-
Transfers	49,862	51,337	52,857	54,422	56,032	57,691
Capital Outlays	-	-	165,634	-	353,903	365,794
Existing Debt Service	1,339,340	1,339,198	1,333,837	1,349,445	1,347,285	1,348,610
Projected Debt Service	-	-	670,478	1,594,486	1,594,486	1,594,486
Total Expenses	\$ 4,792,721	\$ 5,009,064	\$ 6,068,257	\$ 7,083,254	\$ 7,689,231	\$ 7,970,579
Change in Net Position	1,817,260	1,740,666	955,040	300,745	(27,559)	(31,648)
Fund Balance						
Beginning Fund Balance	\$ 6,921,408	\$ 8,738,668	\$ 10,479,334	\$ 11,434,375	\$ 11,735,120	\$ 11,707,561
Change in Fund Balance	1,817,260	1,740,666	955,040	300,745	(27,559)	(31,648)
Ending Fund Balance	\$ 8,738,668	\$ 10,479,334	\$ 11,434,375	\$ 11,735,120	\$ 11,707,561	\$ 11,675,912
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 6,609,981	\$ 6,749,731	\$ 7,023,297	\$ 7,384,000	\$ 7,661,672	\$ 7,938,931
Less Operating Expenses	3,403,519	3,618,529	3,845,452	4,084,902	4,337,525	4,603,999
Available for Debt Service Requirements	\$ 3,206,462	\$ 3,131,202	\$ 3,177,846	\$ 3,299,098	\$ 3,324,147	\$ 3,334,932
Total Debt Service Requirements	1,339,340	1,339,198	2,004,315	2,943,931	2,941,771	2,943,096
Actual Debt Service Coverage	2.39	2.34	1.59	1.12	1.13	1.13
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	● \$ -	● \$ -	● \$ -	● \$ -	● \$ -	● \$ -
Days Cash on Hand						
Operating Expenses	\$ 3,403,519	\$ 3,618,529	\$ 3,845,452	\$ 4,084,902	\$ 4,337,525	\$ 4,603,999
Daily Expenses Requirement	9,325	9,914	10,535	11,192	11,884	12,614
Ending Fund Balance	\$ 8,738,668	\$ 10,479,334	\$ 11,434,375	\$ 11,735,120	\$ 11,707,561	\$ 11,675,912
Days of Operating Expenses	937	1,057	1,085	1,049	985	926
Fund Balance Requirement (\$)	\$ 839,224	\$ 892,240	\$ 948,194	\$ 1,007,236	\$ 1,069,527	\$ 1,135,233
Over (Short of) Requirement	● 7,899,444	● 9,587,094	● 10,486,181	● 10,727,884	● 10,638,034	● 10,540,680



Wastewater Summary Under Current Rates

Inputs:

Beginning Fund Balance	\$	6,921,408
Debt Service Coverage Target		1.00
Days Cash on Hand Requirement		90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales						
Wastewater Sales	\$ 2,263,081	\$ 2,402,520	\$ 2,541,959	\$ 2,681,398	\$ 2,820,838	\$ 2,960,277
Other Revenue	287,500	162,500	162,500	162,500	162,500	162,500
Total Revenues	\$ 2,550,581	\$ 2,565,020	\$ 2,704,459	\$ 2,843,898	\$ 2,983,338	\$ 3,122,777
Expenses						
O&M	\$ 344,501	\$ 354,990	\$ 365,866	\$ 377,144	\$ 388,842	\$ 400,976
Water Purchases	-	-	-	-	-	-
Sewer Purchases	2,475,899	2,577,223	2,677,871	2,722,003	2,722,003	2,722,003
Transfers	49,862	51,337	52,857	54,422	56,032	57,691
Capital Outlays	-	-	-	-	106,171	-
Existing Debt Service	-	-	-	-	-	-
Projected Debt Service	-	-	-	-	-	-
Total Expenses	\$ 2,870,261	\$ 2,983,550	\$ 3,096,593	\$ 3,153,568	\$ 3,273,048	\$ 3,180,669
Change in Net Position	\$ (319,680)	\$ (418,529)	\$ (392,134)	\$ (309,670)	\$ (289,710)	\$ (57,893)
Fund Balance						
Beginning Fund Balance	\$ 6,921,408	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,481,394	\$ 5,191,684
Change in Fund Balance	(319,680)	(418,529)	(392,134)	(309,670)	(289,710)	(57,893)
Ending Fund Balance	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,481,394	\$ 5,191,684	\$ 5,133,791
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 2,550,581	\$ 2,565,020	\$ 2,704,459	\$ 2,843,898	\$ 2,983,338	\$ 3,122,777
Less Operating Expenses	2,820,399	2,932,212	3,043,736	3,099,147	3,110,844	3,122,978
Available for Debt Service Requirements	\$ (269,818)	\$ (367,192)	\$ (339,277)	\$ (255,248)	\$ (127,507)	\$ (202)
Total Debt Service Requirements	-	-	-	-	-	-
Actual Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ 269,818	\$ 367,192	\$ 339,277	\$ 255,248	\$ 127,507	\$ 202
Days Cash on Hand						
Operating Expenses	\$ 2,820,399	\$ 2,932,212	\$ 3,043,736	\$ 3,099,147	\$ 3,110,844	\$ 3,122,978
Daily Expenses Requirement	7,727	8,033	8,339	8,491	8,523	8,556
Ending Fund Balance	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,481,394	\$ 5,191,684	\$ 5,133,791
Days of Operating Expenses	854	770	694	646	609	600
Fund Balance Requirement (\$)	\$ 695,441	\$ 723,011	\$ 750,510	\$ 764,173	\$ 767,058	\$ 770,049
Over (Short of) Requirement	5,906,287	5,460,187	5,040,554	4,717,221	4,424,627	4,363,742



Wastewater Summary Under Projected Rates

Inputs:

Beginning Fund Balance	\$ 6,921,408
Debt Service Coverage Target	1.00
Days Cash on Hand Requirement	90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales						
Wastewater Sales	\$ 2,263,081	\$ 2,402,520	\$ 2,541,959	\$ 2,712,044	\$ 2,852,967	\$ 2,993,891
Other Revenue	287,500	162,500	162,500	162,500	162,500	162,500
Total Revenues	\$ 2,550,581	\$ 2,565,020	\$ 2,704,459	\$ 2,874,544	\$ 3,015,467	\$ 3,156,391
Expenses						
O&M	\$ 344,501	\$ 354,990	\$ 365,866	\$ 377,144	\$ 388,842	\$ 400,976
Water Purchases	-	-	-	-	-	-
Sewer Purchases	2,475,899	2,577,223	2,677,871	2,722,003	2,722,003	2,722,003
Transfers	49,862	51,337	52,857	54,422	56,032	57,691
Capital Outlays	-	-	-	-	106,171	-
Existing Debt Service	-	-	-	-	-	-
Projected Debt Service	-	-	-	-	-	-
Total Expenses	\$ 2,870,261	\$ 2,983,550	\$ 3,096,593	\$ 3,153,568	\$ 3,273,048	\$ 3,180,669
Change in Net Position	(319,680)	(418,529)	(392,134)	(279,024)	(257,580)	(24,279)
Fund Balance						
Beginning Fund Balance	\$ 6,921,408	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,512,040	\$ 5,254,460
Change in Fund Balance	(319,680)	(418,529)	(392,134)	(279,024)	(257,580)	(24,279)
Ending Fund Balance	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,512,040	\$ 5,254,460	\$ 5,230,181
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 2,550,581	\$ 2,565,020	\$ 2,704,459	\$ 2,874,544	\$ 3,015,467	\$ 3,156,391
Less Operating Expenses	2,820,399	2,932,212	3,043,736	3,099,147	3,110,844	3,122,978
Available for Debt Service Requirements	\$ (269,818)	\$ (367,192)	\$ (339,277)	\$ (224,603)	\$ (95,377)	\$ 33,412
Total Debt Service Requirements	-	-	-	-	-	-
Actual Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ 269,818	\$ 367,192	\$ 339,277	\$ 224,603	\$ 95,377	\$ -
Days Cash on Hand						
Operating Expenses	\$ 2,820,399	\$ 2,932,212	\$ 3,043,736	\$ 3,099,147	\$ 3,110,844	\$ 3,122,978
Daily Expenses Requirement	7,727	8,033	8,339	8,491	8,523	8,556
Ending Fund Balance	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,512,040	\$ 5,254,460	\$ 5,230,181
Days of Operating Expenses	854	770	694	649	617	611
Fund Balance Requirement (\$)	\$ 695,441	\$ 723,011	\$ 750,510	\$ 764,173	\$ 767,058	\$ 770,049
Over (Short of) Requirement	5,906,287	5,460,187	5,040,554	4,747,867	4,487,402	4,460,132



Combined Fund Summary Under Current Rates

Water and Wastewater Combined

Inputs:

Beginning Fund Balance	\$ 13,842,815
Debt Service Coverage Target	1.00
Days Cash on Hand Requirement	90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales	\$ 6,345,787	\$ 6,604,504	\$ 6,863,220	\$ 7,121,937	\$ 7,380,654	\$ 7,639,371
Wastewater Sales	2,263,081	2,402,520	2,541,959	2,681,398	2,820,838	2,960,277
Other Revenue	586,500	336,500	336,500	336,500	336,500	336,500
Total Revenues	\$ 9,195,368	\$ 9,343,524	\$ 9,741,680	\$ 10,139,835	\$ 10,537,991	\$ 10,936,147
Expenses						
O&M	\$ 1,708,722	\$ 1,775,002	\$ 1,844,107	\$ 1,916,164	\$ 1,991,307	\$ 2,069,676
Water Purchases	2,039,298	2,198,517	2,367,210	2,545,882	2,735,060	2,935,298
Sewer Purchases	2,475,899	2,577,223	2,677,871	2,722,003	2,722,003	2,722,003
Transfers	99,723	102,675	105,714	108,843	112,065	115,382
Capital Outlays	-	-	165,634	-	460,073	365,794
Existing Debt Service	1,339,340	1,339,198	1,333,837	1,349,445	1,347,285	1,348,610
Projected Debt Service	-	-	670,478	1,594,486	1,594,486	1,594,486
Total Expenses	\$ 7,662,981	\$ 7,992,614	\$ 9,164,850	\$ 10,236,823	\$ 10,962,279	\$ 11,151,249
Change in Net Position	\$ 1,532,386	\$ 1,350,910	\$ 576,829	\$ (96,987)	\$ (424,287)	\$ (215,101)
Fund Balance						
Beginning Fund Balance	\$ 13,842,815	\$ 15,375,201	\$ 16,726,111	\$ 17,302,940	\$ 17,205,953	\$ 16,781,666
Change in Fund Balance	1,532,386	1,350,910	576,829	(96,987)	(424,287)	(215,101)
Ending Fund Balance	\$ 15,375,201	\$ 16,726,111	\$ 17,302,940	\$ 17,205,953	\$ 16,781,666	\$ 16,566,564
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 9,195,368	\$ 9,343,524	\$ 9,741,680	\$ 10,139,835	\$ 10,537,991	\$ 10,936,147
Less Operating Expenses	6,223,918	6,550,741	6,889,188	7,184,049	7,448,370	7,726,977
Available for Debt Service Requirements	\$ 2,971,449	\$ 2,792,783	\$ 2,852,492	\$ 2,955,787	\$ 3,089,622	\$ 3,209,170
Total Debt Service Requirements	1,339,340	1,339,198	2,004,315	2,943,931	2,941,771	2,943,096
Actual Debt Service Coverage	2.22	2.09	1.42	1.00	1.05	1.09
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Days Cash on Hand						
Operating Expenses	\$ 6,223,918	\$ 6,550,741	\$ 6,889,188	\$ 7,184,049	\$ 7,448,370	\$ 7,726,977
Daily Expenses Requirement	17,052	17,947	18,874	19,682	20,406	21,170
Ending Fund Balance	\$ 15,375,201	\$ 16,726,111	\$ 17,302,940	\$ 17,205,953	\$ 16,781,666	\$ 16,566,564
Days of Operating Expenses	902	932	917	874	822	783
Fund Balance Requirement (\$)	\$ 1,534,665	\$ 1,615,251	\$ 1,698,704	\$ 1,771,409	\$ 1,836,584	\$ 1,905,282
Over (Short of) Requirement	13,840,537	15,110,860	15,604,236	15,434,544	14,945,082	14,661,282



Combined Fund Summary Under Projected Rates

Water and Wastewater Combined

Inputs:

Beginning Fund Balance	\$ 13,842,815
Debt Service Coverage Target	1.00
Days Cash on Hand Requirement	90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales	\$ 6,310,981	\$ 6,575,731	\$ 6,849,297	\$ 7,210,000	\$ 7,487,672	\$ 7,764,931
Wastewater Sales	2,263,081	2,402,520	2,541,959	2,712,044	2,852,967	2,993,891
Other Revenue	586,500	336,500	336,500	336,500	336,500	336,500
Total Revenues	\$ 9,160,562	\$ 9,314,751	\$ 9,727,757	\$ 10,258,544	\$ 10,677,139	\$ 11,095,322
Expenses						
O&M	\$ 1,708,722	\$ 1,775,002	\$ 1,844,107	\$ 1,916,164	\$ 1,991,307	\$ 2,069,676
Water Purchases	2,039,298	2,198,517	2,367,210	2,545,882	2,735,060	2,935,298
Sewer Purchases	2,475,899	2,577,223	2,677,871	2,722,003	2,722,003	2,722,003
Transfers	99,723	102,675	105,714	108,843	112,065	115,382
Capital Outlays	-	-	165,634	-	460,073	365,794
Existing Debt Service	1,339,340	1,339,198	1,333,837	1,349,445	1,347,285	1,348,610
Projected Debt Service	-	-	670,478	1,594,486	1,594,486	1,594,486
Total Expenses	\$ 7,662,981	\$ 7,992,614	\$ 9,164,850	\$ 10,236,823	\$ 10,962,279	\$ 11,151,249
Change in Net Position	1,497,581	1,322,137	562,906	21,721	(285,139)	(55,927)
Fund Balance						
Beginning Fund Balance	\$ 13,842,815	\$ 15,340,396	\$ 16,662,532	\$ 17,225,439	\$ 17,247,160	\$ 16,962,021
Change in Fund Balance	1,497,581	1,322,137	562,906	21,721	(285,139)	(55,927)
Ending Fund Balance	\$ 15,340,396	\$ 16,662,532	\$ 17,225,439	\$ 17,247,160	\$ 16,962,021	\$ 16,906,093
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 9,160,562	\$ 9,314,751	\$ 9,727,757	\$ 10,258,544	\$ 10,677,139	\$ 11,095,322
Less Operating Expenses	6,223,918	6,550,741	6,889,188	7,184,049	7,448,370	7,726,977
Available for Debt Service Requirements	\$ 2,936,644	\$ 2,764,010	\$ 2,838,569	\$ 3,074,495	\$ 3,228,770	\$ 3,368,344
Total Debt Service Requirements	1,339,340	1,339,198	2,004,315	2,943,931	2,941,771	2,943,096
Actual Debt Service Coverage	2.19	2.06	1.42	1.04	1.10	1.14
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Days Cash on Hand						
Operating Expenses	\$ 6,223,918	\$ 6,550,741	\$ 6,889,188	\$ 7,184,049	\$ 7,448,370	\$ 7,726,977
Daily Expenses Requirement	17,052	17,947	18,874	19,682	20,406	21,170
Ending Fund Balance	\$ 15,340,396	\$ 16,662,532	\$ 17,225,439	\$ 17,247,160	\$ 16,962,021	\$ 16,906,093
Days of Operating Expenses	900	928	913	876	831	799
Fund Balance Requirement (\$)	\$ 1,534,665	\$ 1,615,251	\$ 1,698,704	\$ 1,771,409	\$ 1,836,584	\$ 1,905,282
Over (Short of) Requirement	13,805,731	15,047,281	15,526,735	15,475,751	15,125,436	15,000,811

Appendix B

WATER & WASTEWATER RATE STUDY PRESENTATION



October 21st, 2025

TOWN OF WESTLAKE, TEXAS WATER & WASTEWATER RATE STUDY



SUMMARY OF RATE STUDY RESULTS

- Typical customer bills will have slight reduction compared to current rates through FY 2028
 - Propose lowering the top tier volume threshold
 - Volumetric tier rate differentials with purpose for discretionary and business uses
 - No increases are recommended to minimum charges through FY 2031
 - Volumetric rate increase of only 2% expected in FY 2029
- Establishes a government rate for Town and Academy accounts paying for water volumes at cost instead of the current tiered rates matching commercial accounts
- Able to minimize bill impacts and meet or exceed financial targets



KEY POINTS

Findings and Primary Inputs

- The Town is in a very strong financial position for its utility.
- Town of Westlake's wholesale water purchase expenses are projected to increase at an average annual rate of 7.6% over the next five years, while wholesale wastewater treatment remains slower at 1.9% on average annually.
- Cost increases primarily reflect:
 - New bonds and associated debt service
 - Rising wholesale water costs from Fort Worth Water
 - Cash capital project expenditures
 - General inflation (2.96% per year)
 - Construction cost inflation (3.36% per year)

MAIN COST DRIVERS

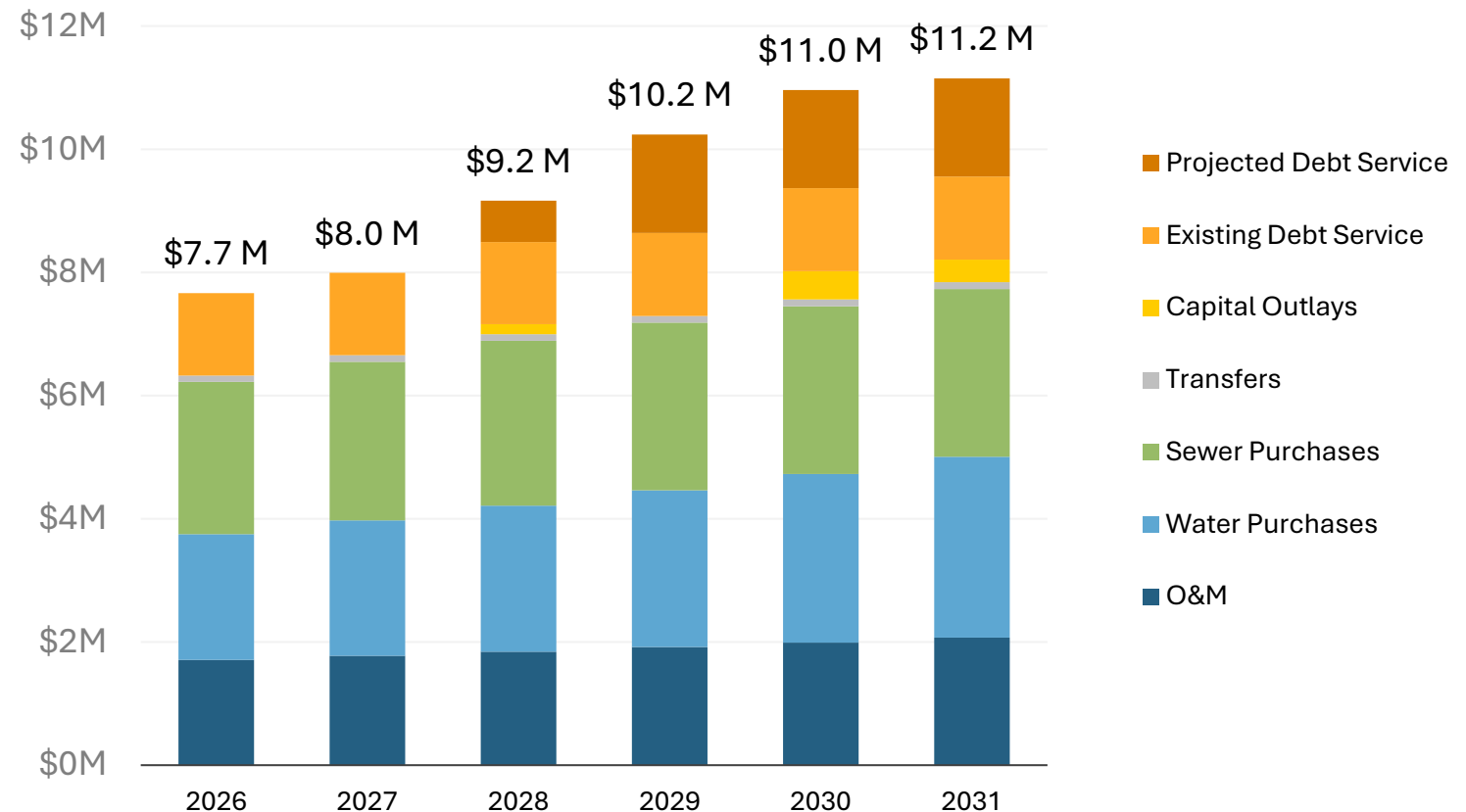
Water and Sewer
FY 2026 to FY 2031

Primary debt drivers:

Elevated Storage Tank #2 -
\$16M in FY 2027

Pump Station #2 -
\$22M in FY 2028

- Most of the rising costs are due to increasing debt service and wholesale water (each is approximately 26% of total expenses)
- O&M only increasing 3.9% per year on average





CAPITAL COSTS

Projected Capital Improvement Projects

Funding Sources:

- > Utility Cash - \$1.0M
- > General Fund Cash - \$22.3M
- > New Debt - \$19.1M
- > Existing Debt - \$5.6M

Amounts shown with inflation

- The Town plans to continue investment in water and sewer infrastructure
- Planned capital projects totaling \$47.9 million by FY 2031
 - \$47.8 million relates to water infrastructure



CURRENT WATER RATE STRUCTURE

Water Rates	Residential	Commercial
Minimum Rates (\$ per month)		
3/4"	\$52.92	\$57.33
1"	88.38	95.74
1 1/2"	176.22	190.91
2"	282.06	305.57
3"	617.58	669.04
4"	1,111.32	1,203.93
6"	1,822.43	4,247.93
Volumetric Rates (\$ per kgal)		
0–20,000 gal	4.32	4.76
20,001–40,000 gal	5.66	6.23
40,001–100,000 gal	6.98	7.69
400,001+ gal	9.03	9.93

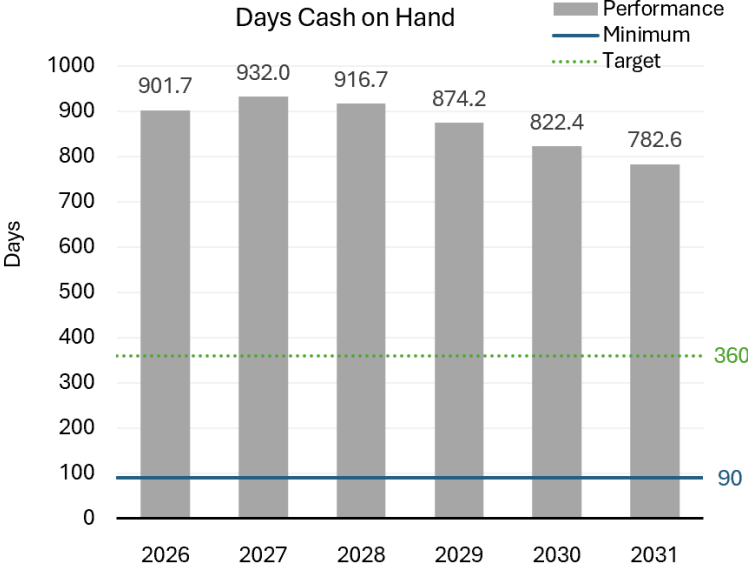
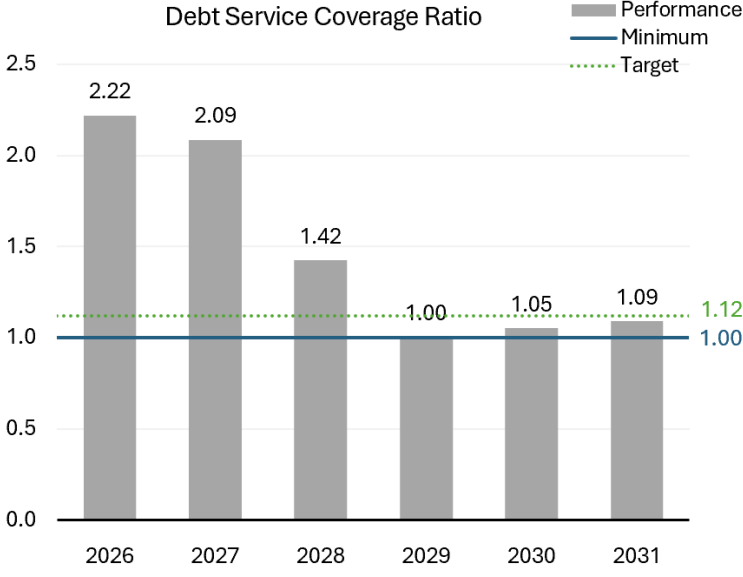
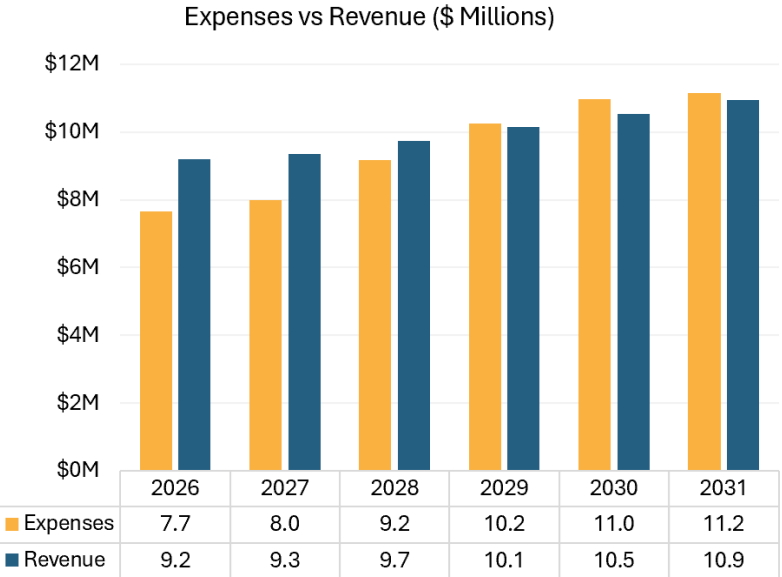
CURRENT
WASTEWATER
RATE
STRUCTURE

Wastewater Rates	Residential	Commercial
Minimum Rates (\$ per month)		
3/4"	\$44.77	\$52.80
1"	82.65	98.73
1 1/2"	151.53	181.38
2"	239.92	288.14
3"	517.72	621.04
4"	883.92	1,060.70
6"	1,830.98	2,033.01
Volumetric Rates (\$ per kgal)		
0–2,000 gal	\$0.00	
2,001+ gal	8.36	
All Volumes		\$10.06

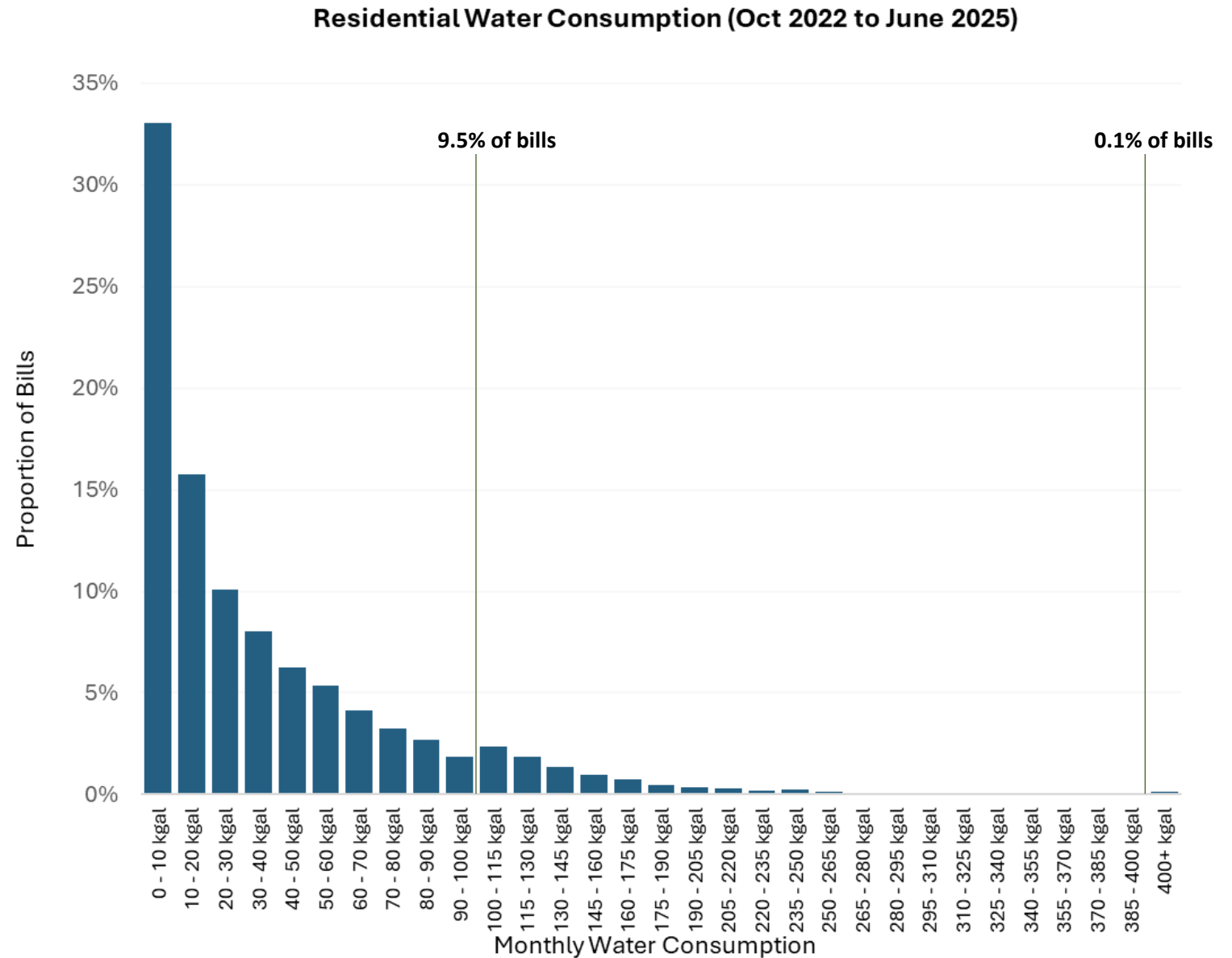


FINANCIAL PERFORMANCE UNDER CURRENT RATES

- Current water and sewer rates would be insufficient to meet debt service coverage targets from FY 2029 onward

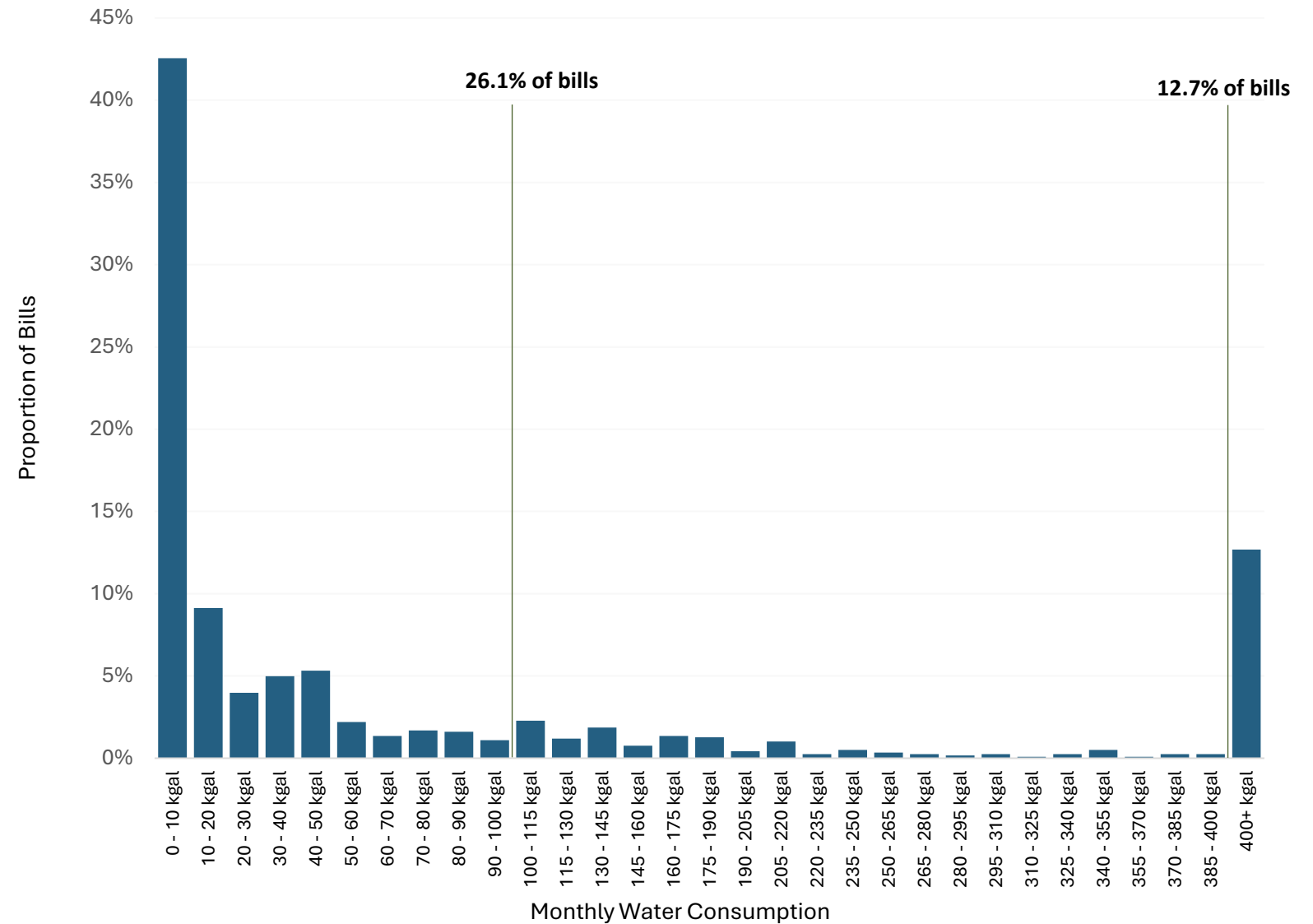


FREQUENCY DISTRIBUTION



FREQUENCY DISTRIBUTION

Commercial Water Consumption (Oct 2022 to June 2025)



RATE DESIGN ADJUSTMENTS

Residential water
customers

The same rate design
applies to irrigation

Reducing the top tier from 400,001+ to 100,001+

	Current Differential	Proposed Differential	Current	W/ Differential Change
0-20,000	N/A	N/A	\$4.32	\$4.32
20,001-40,000	31%	30%	5.66	5.62
40,001-100,000	23%	30%	6.98	7.31
100,001-400,000	N/A	30%	6.98	9.50
400,001+	29%	N/A	9.03	9.50

This adjustment is more of a price signal to discourage wasteful water consumption and may or may not generate additional revenues.



RATE DESIGN ADJUSTMENTS

Commercial water
customers
The same rate design
applies to irrigation

Reducing the top tier from 400,001+ to 100,001+

	Current Differential	Proposed Differential		Current	W/ Differential Change
0-20,000	N/A	N/A		\$4.76	\$4.76
20,001-40,000	31%	30%		6.23	6.19
40,001-100,000	23%	20%		7.69	7.43
100,001-400,000	N/A	20%		7.69	8.92
400,001+	29%	N/A		9.93	8.92

This rate design adjustment serves to encourage commercial development while ensuring revenue sufficiency.

PROJECTED RATE CHANGES

Annual change in
water & sewer rates

- Under current assumptions, the Town should anticipate a 2% rate increase in FY 2029 for water and wastewater
- No rate change on minimum charges

Baseline Rate Increases

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Water - Minimum	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Water - Volumetric	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%
Wastewater - Minimum	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Wastewater - Volumetric	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%

RESIDENTIAL BILL IMPACT

Impact of projected rates on a typical Residential customer (25,000 gallon water use, 13,000 gal. wastewater use)

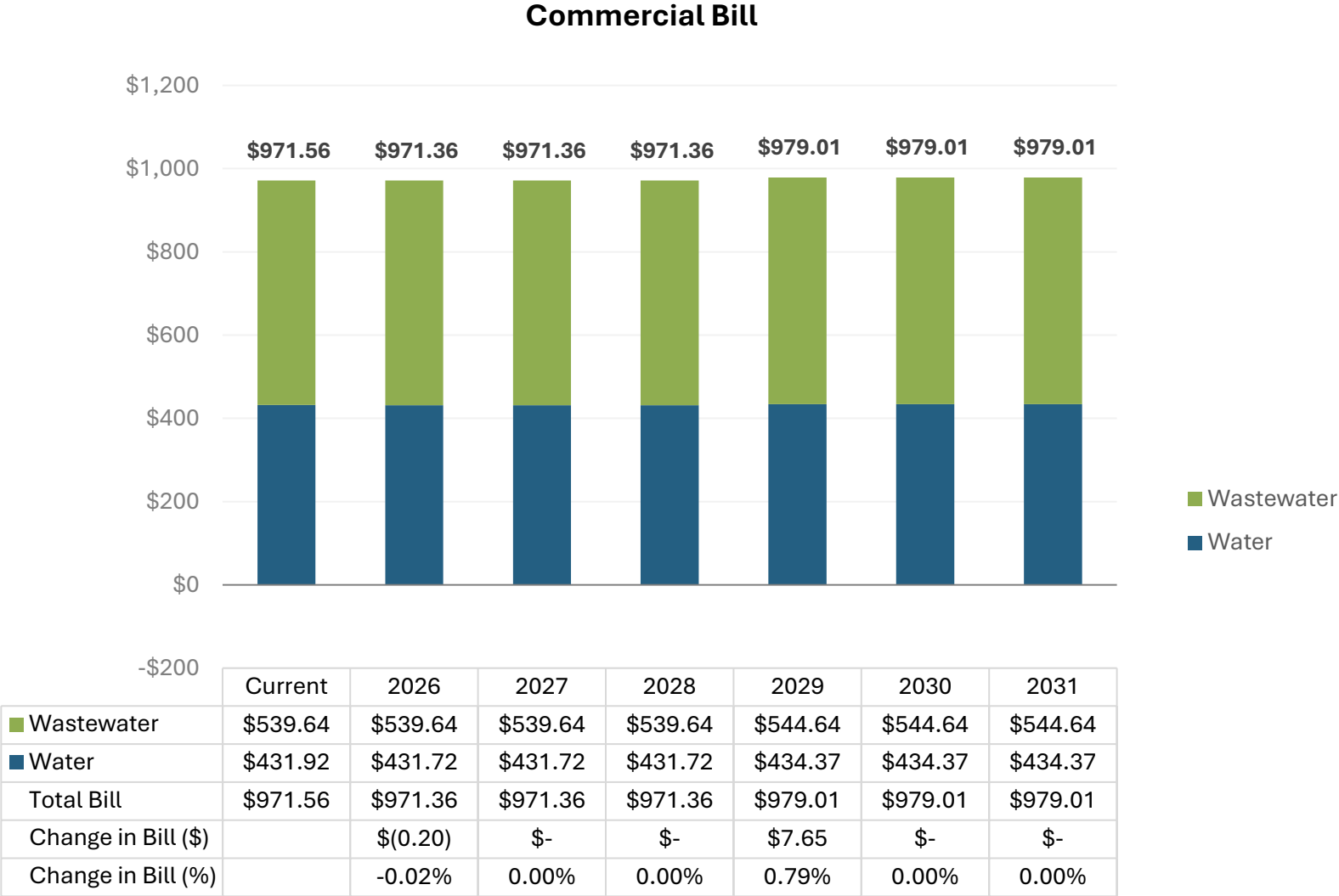
1 inch meter



COMMERCIAL BILL IMPACT

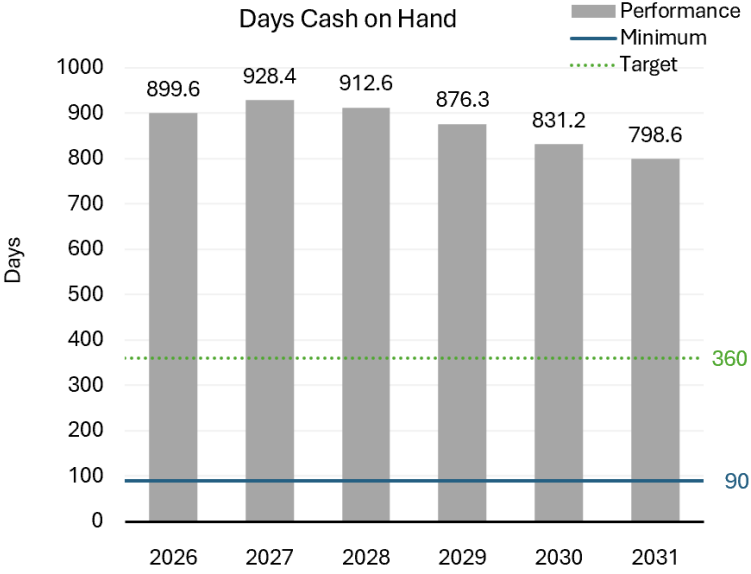
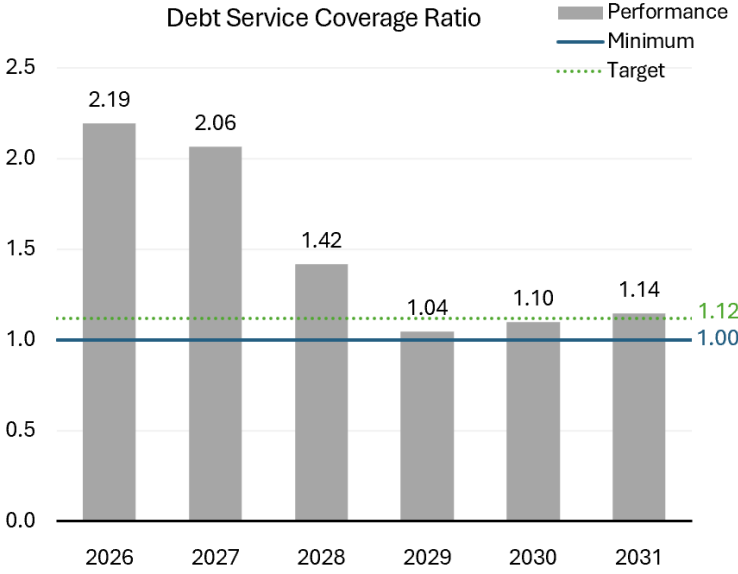
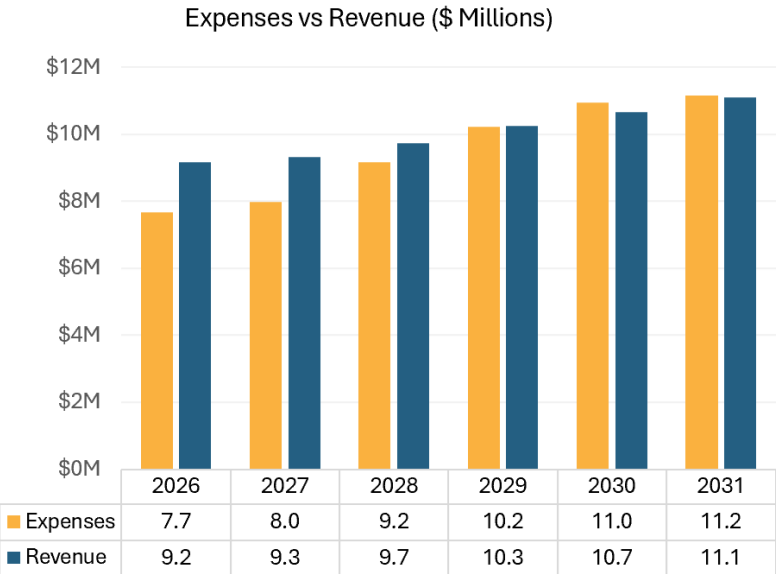
Impact of projected
rates on a typical
Commercial customer
(25,000 gallon water
and wastewater use)

1 inch meter



FINANCIAL PERFORMANCE UNDER PROJECTED RATES

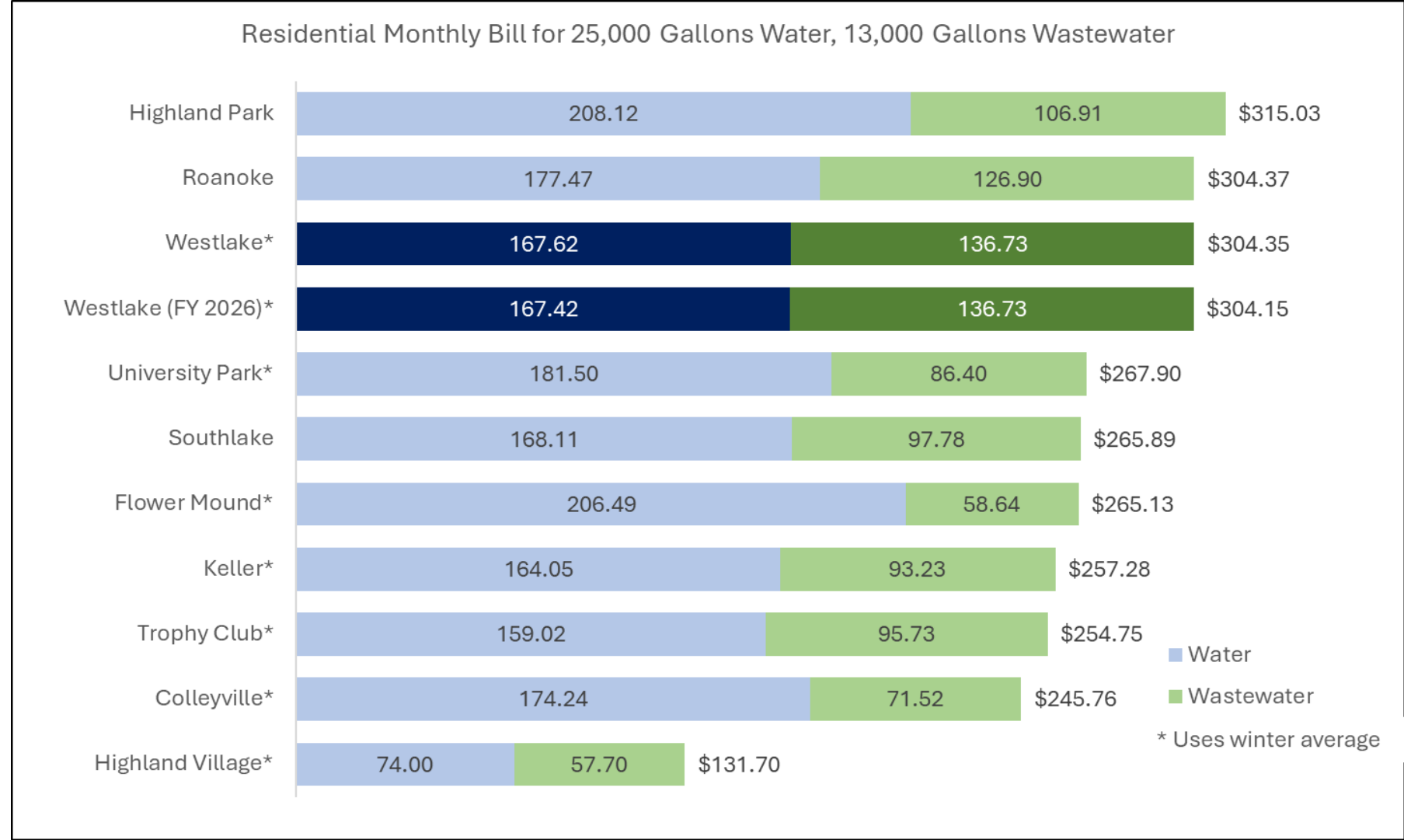
- Key financial targets would be met under projected rates:



BILL COMPARISON

Bill for typical household with 25,000 gallons of water and 13,000 wastewater use 3/4" meter size

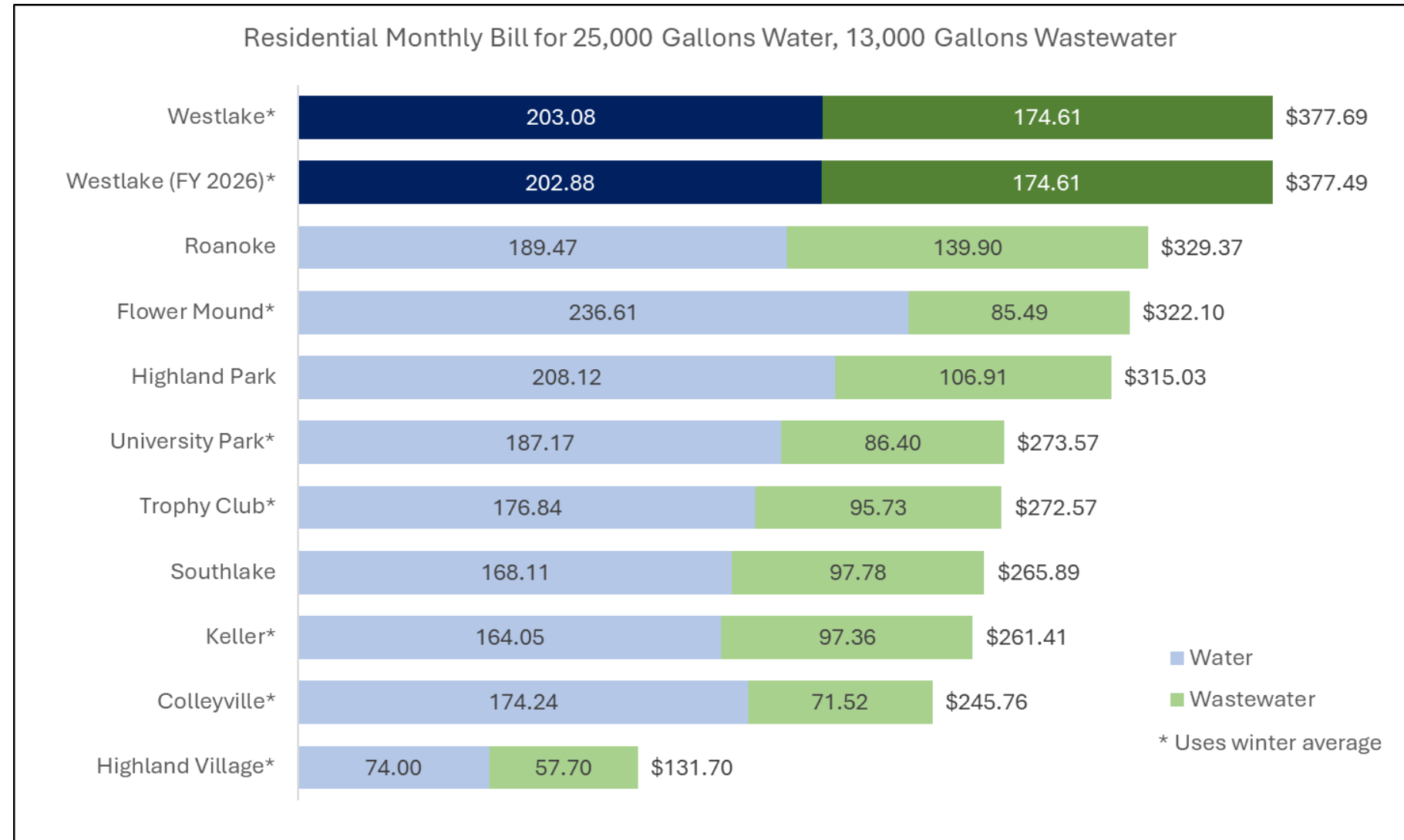
Bill comparisons are based on publicly available data and NewGen's understanding and interpretation of this data (compiled in October 2025).



BILL COMPARISON

Bill for typical household with 25,000 gallons of water and 13,000 wastewater use 1" meter size

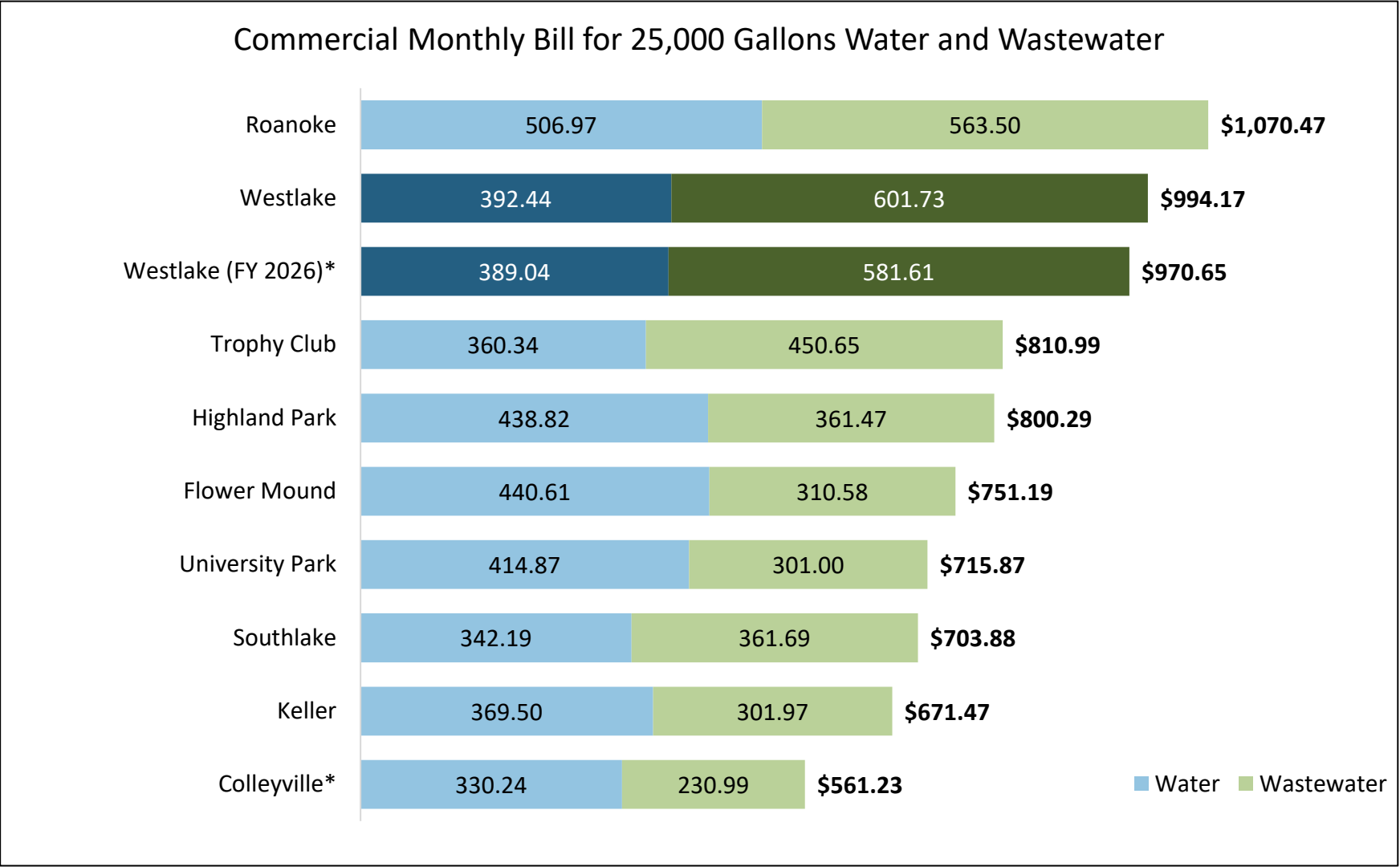
Bill comparisons are based on publicly available data and NewGen's understanding and interpretation of this data (compiled in October 2025).



BILL COMPARISON

Bill for typical commercial customer with 25,000 gallons of water and wastewater use
1” meter size

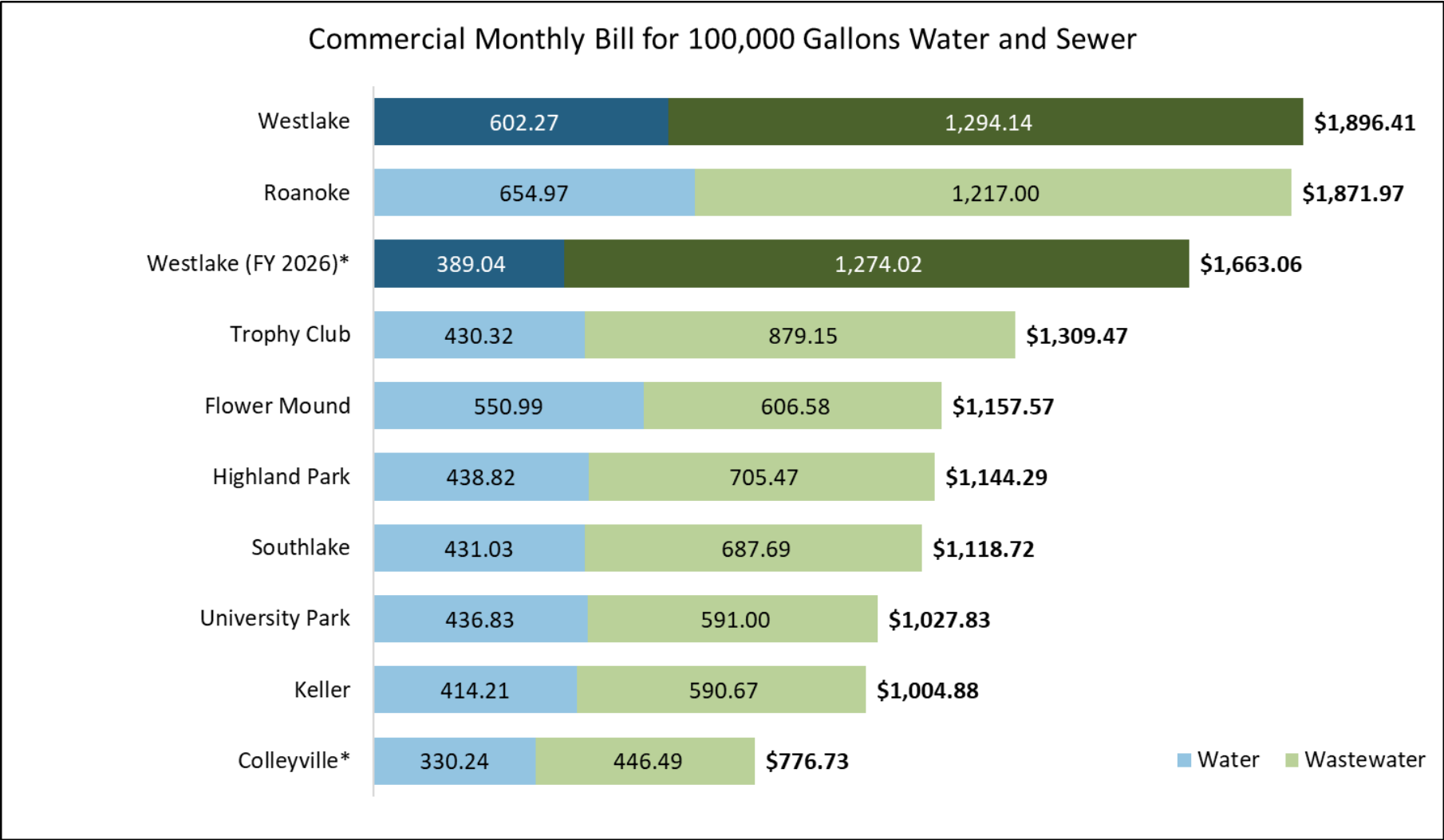
Bill comparisons are based on publicly available data and NewGen’s understanding and interpretation of this data (compiled in October 2025).



BILL COMPARISON

Bill for typical
commercial customer
with 100,000 gallons
of water and
wastewater use
2” meter size

Bill comparisons are based on
publicly available data and
NewGen’s understanding and
interpretation of this data
(compiled in October 2025).



SUMMARY OF RATE STUDY RESULTS

- Typical customer bills will have slight reduction through FY 2028
 - Lowered top tier volume threshold from 400,000 gallons to 100,000 gallons
 - Residential volumetric tier rate differentials set at 30% for residential discretionary use
 - Commercial tier differential set at 30% for Tier 1 to Tier 2 and 20% for higher business uses
 - No increases are recommended to minimum charges through FY 2031
 - General volumetric rate increase of only 2% expected in FY 2029
- Establishes government rate for Town and Academy accounts paying for water volumes at cost instead of the current tiered rates matching commercial accounts
- Able to slightly reduce typical customer bills and meet or exceed financial targets

NEXT STEPS

- Council consideration and direction tonight
- Possible action on FY 2026 rates in November
- New rates would be implemented January 1st
- Longer term: continue to review water and sewer rate plan and update as necessary, particularly following changes to wholesale water and sewer costs, and debt





QUESTIONS AND DISCUSSION

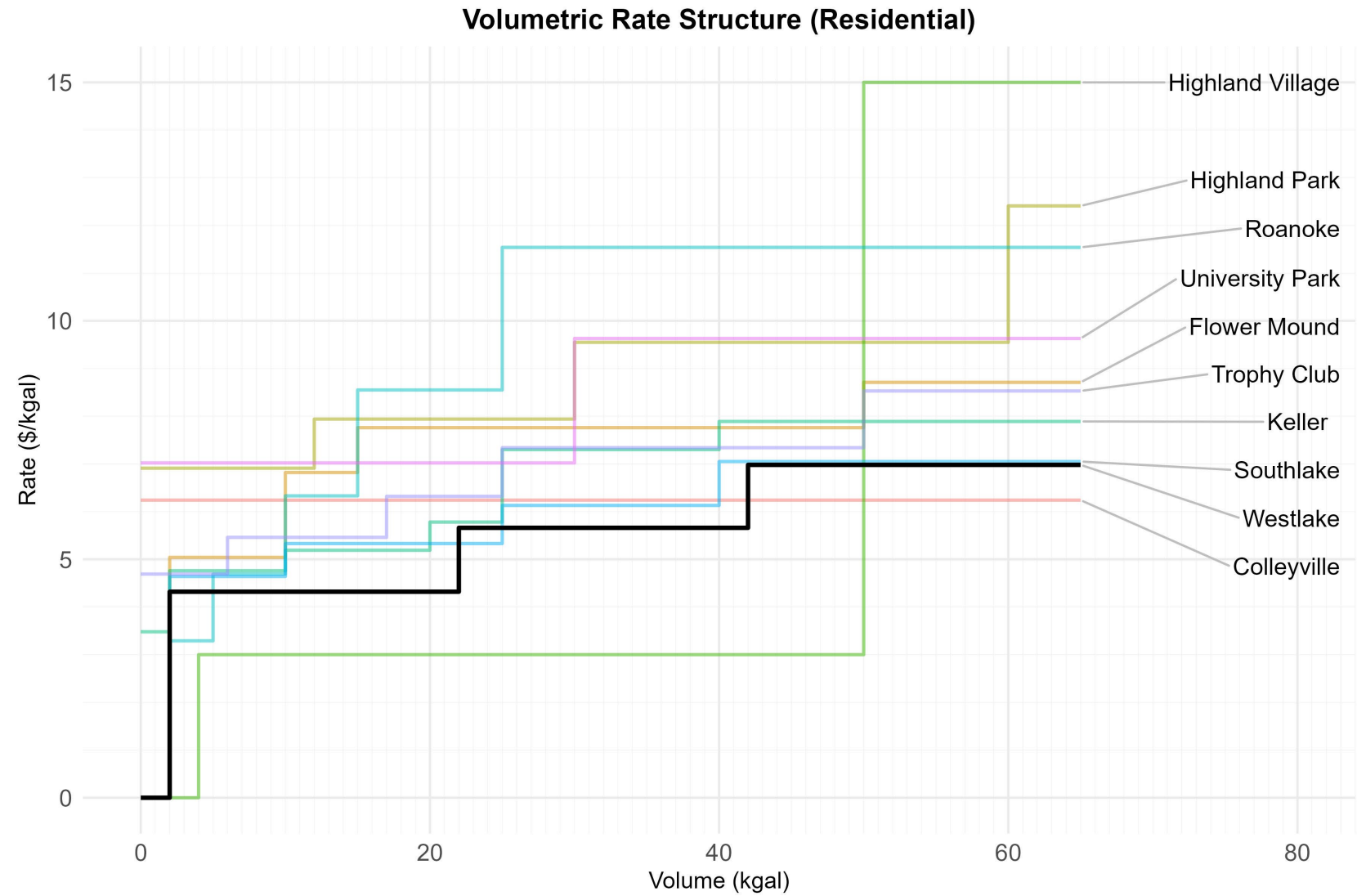
NEWGEN STRATEGIES AND SOLUTIONS
275 W. CAMPBELL ROAD, SUITE 440
RICHARDSON, TEXAS 75080

MATTHEW GARRETT, PARTNER
(972) 675-7699
MGARRETT@NEWGENSTRATEGIES.NET

TIER STRUCTURE

Residential class

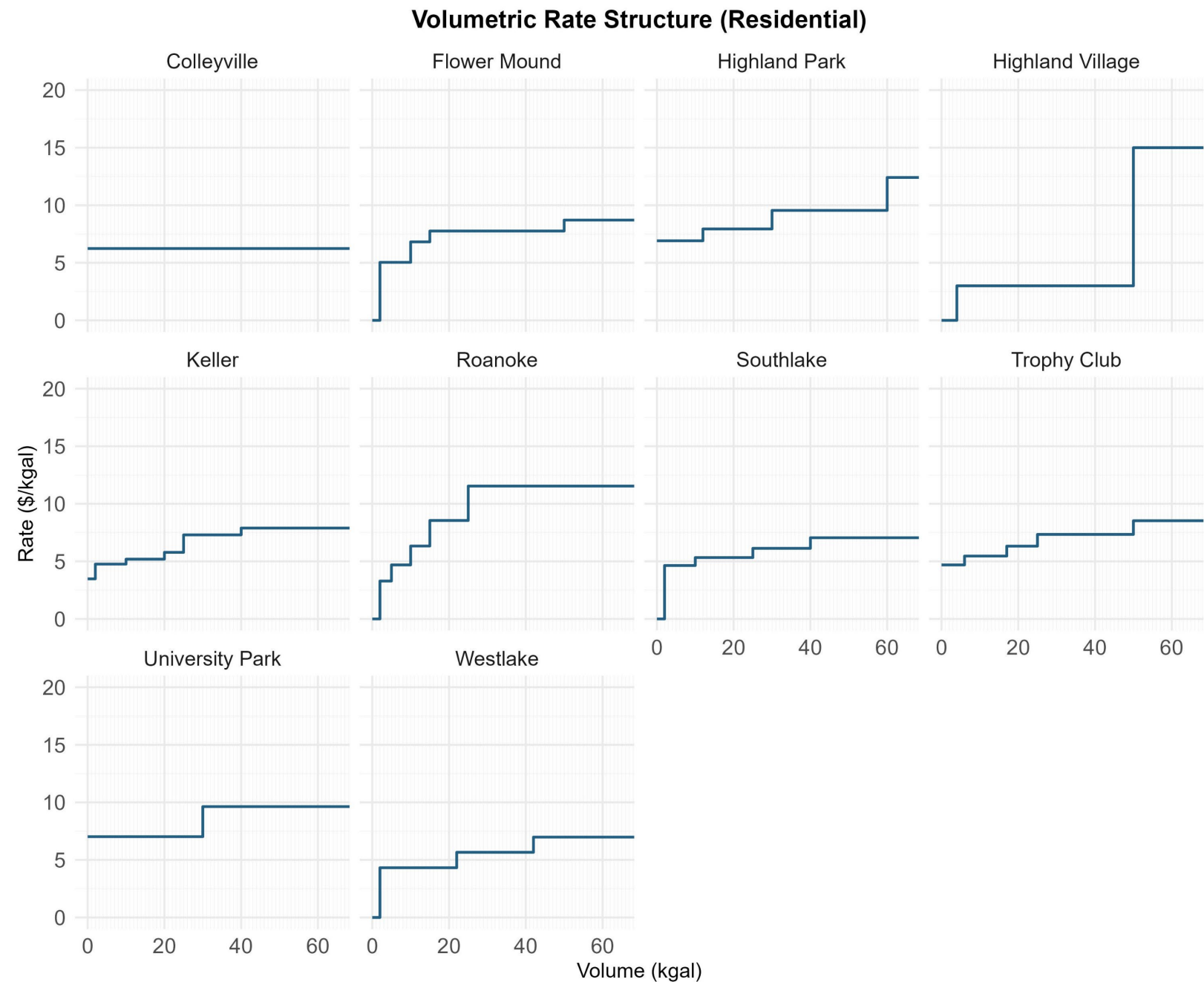
Comparisons are based on publicly available data and NewGen’s understanding and interpretation of this data (compiled in May 2025).



TIER STRUCTURE

Residential class by
comparator cities
Water only

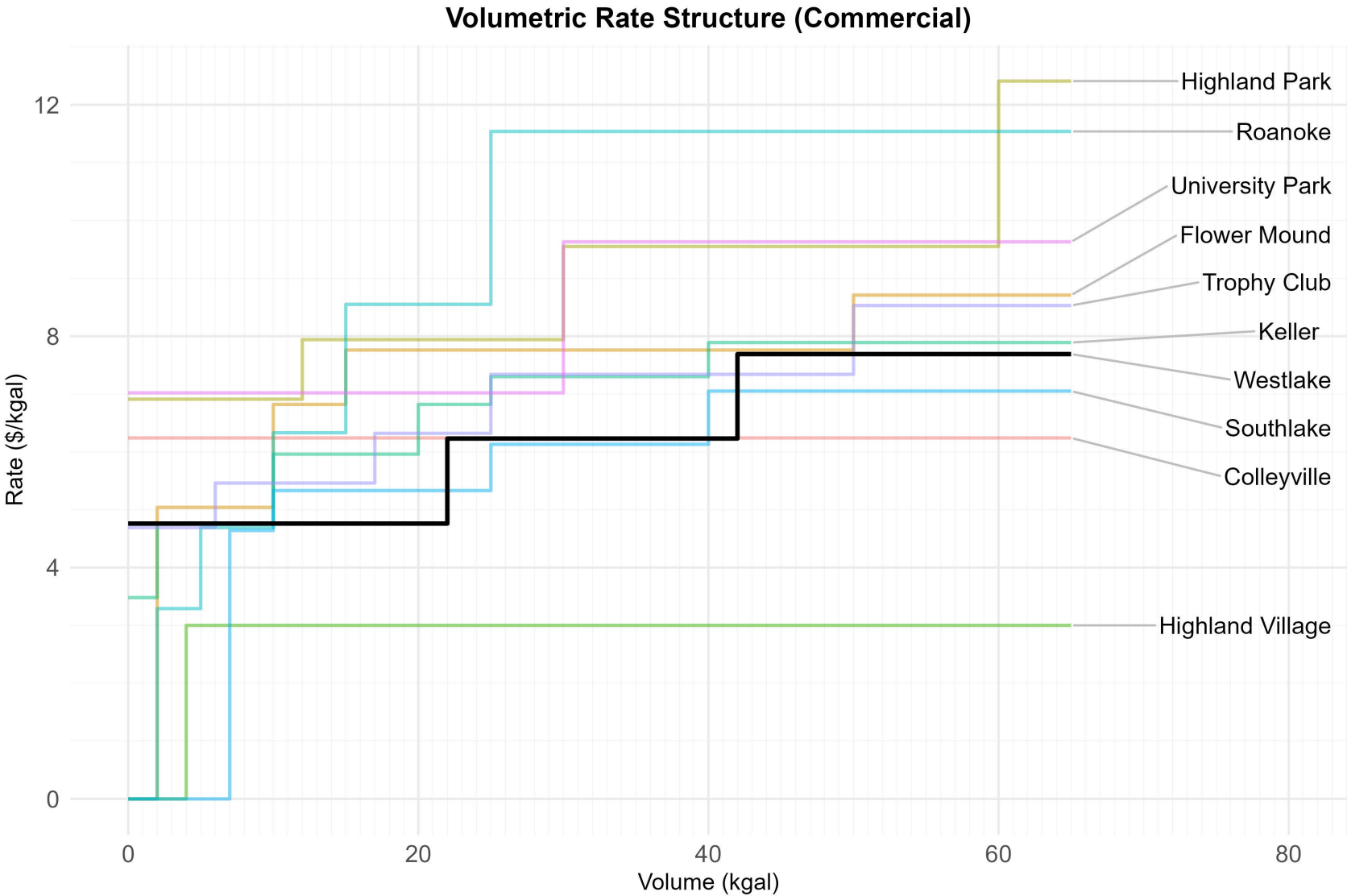
Comparisons are based on publicly
available data and NewGen’s
understanding and interpretation of
this data (compiled in May 2025).



TIER STRUCTURE

Commercial class

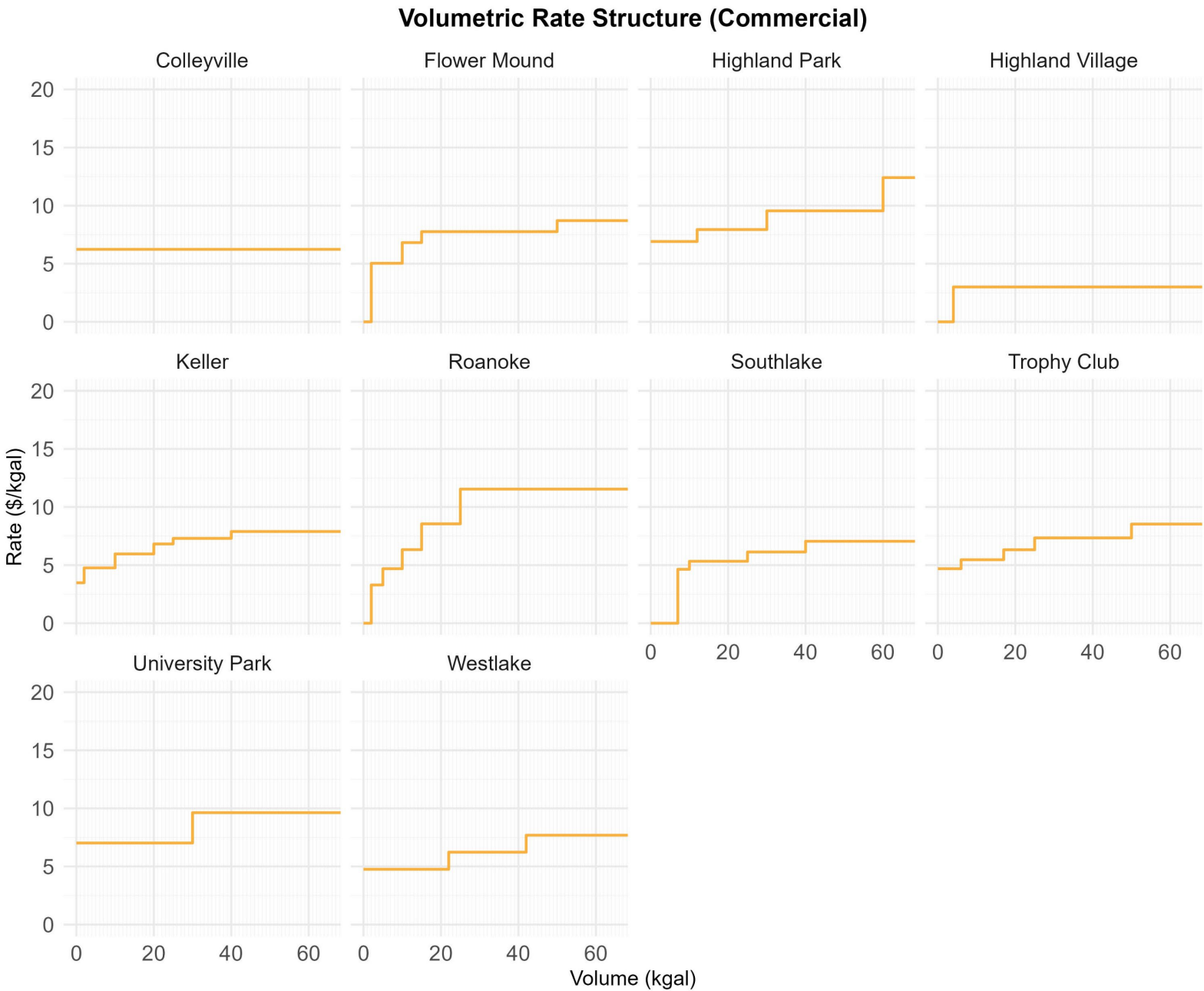
Comparisons are based on publicly available data and NewGen’s understanding and interpretation of this data (compiled in May 2025).



TIER STRUCTURE

Commercial class by
comparator cities

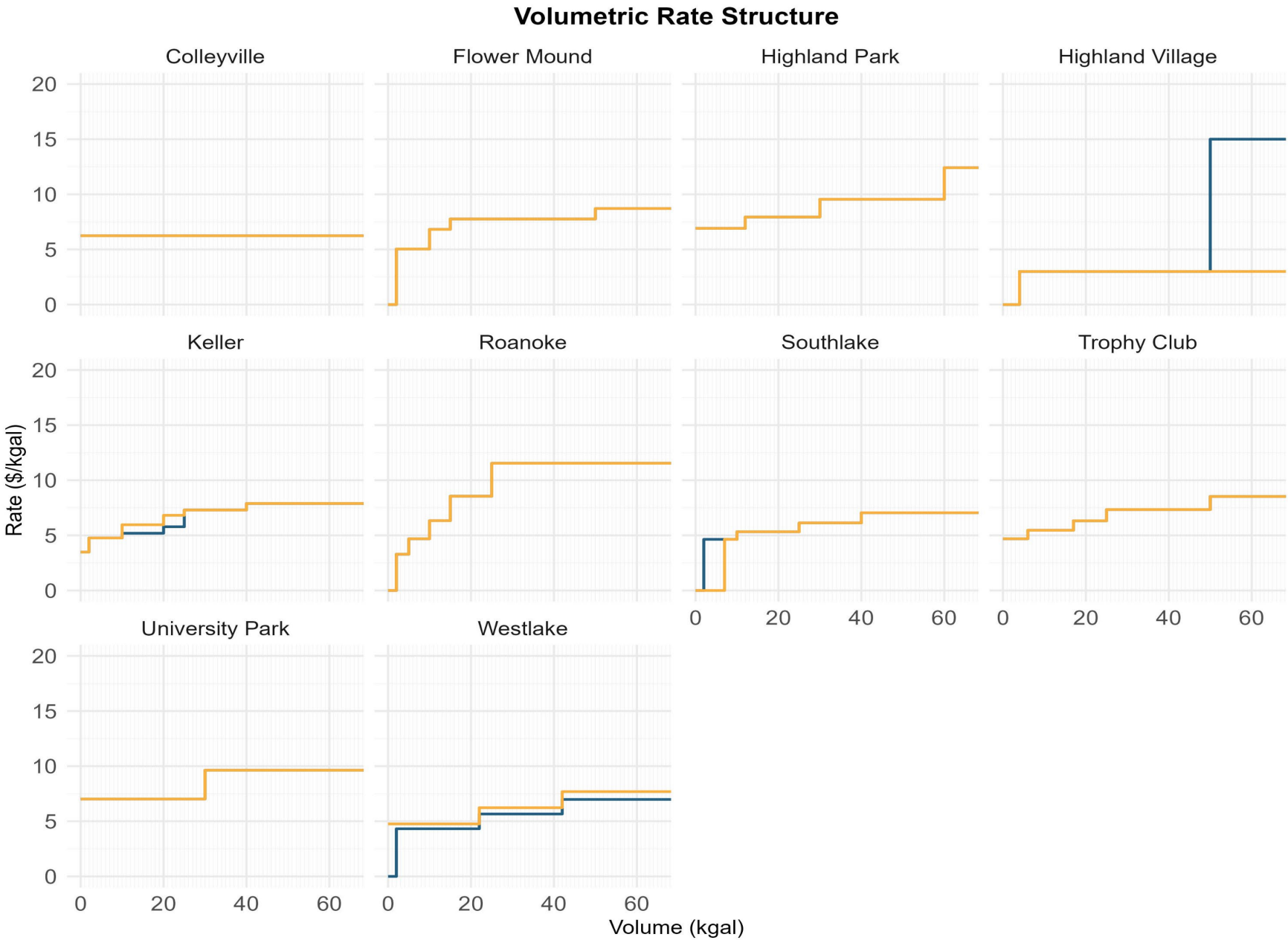
Comparisons are based on publicly
available data and NewGen’s
understanding and interpretation of
this data (compiled in May 2025).



TIER STRUCTURE

Combined reflecting
differences in
residential vs.
commercial tier
structures

Comparisons are based on publicly
available data and NewGen’s
understanding and interpretation of
this data (compiled in May 2025).





Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** G.2.
FROM: Jason Power, Director of Information Technology, Information Technology
SUBJECT: Discuss, consider and act to approve Resolution 25-50 approving contracts with Driven Security for the purchase of Verkada Access Control and Camera Hardware, 5-year Licensing, and installation services for the Westlake Fire EMS Station No. 1 and the Public Works Facilities. (Jason Power, I.T. Director)

ATTACHMENTS:

1. Res 25-50 Authorizing updating Westlake Fire EMS Station No 1 and Public Works Facilities Security
2. Westlake Fire_10.27.25 TIPS
3. Westlake Public Works_10.27.25 TIPS

SUMMARY :

Approval of Resolution 25-50 would authorize contracts with Driven Security to update the security systems, including cameras and access control, for the Westlake Fire EMS Station No. 1 and the Public Works Facilities. The new system will align with those recently installed at Westlake Academy and Town Hall, improving reliability, enhancing safety for staff and the public, and allowing unified management by IT and emergency services. The project is fully funded in the FY 25-26 municipal budget, with no additional impact to the General Fund. Pricing is through TIPS Contract 220105 Technology Solutions, Products, and Services, eliminating the need for a formal bid.

BACKGROUND AND DISCUSSION:

Approval of Resolution 25-50 would authorize contracts with Driven Security to update the security systems, including cameras and access control, Westlake Fire EMS Station No. 1 and the Public Works Facilities. The current security equipment at these facilities, ranging in age from 6 to 10 years, has experienced multiple failures in the past year, reducing reliability, coverage, and overall effectiveness.

The proposed system matches the modern platform recently installed at Westlake Academy and Town Hall, creating consistency across all Town facilities and allowing the IT department and emergency services to manage and monitor the systems more efficiently. This unified approach improves operational efficiency, reduces training requirements, and allows for a coordinated security response in the event of an incident.

Upgrading to a modern, integrated camera and access control system will significantly enhance our

security by providing high-resolution video monitoring, secure and auditable entry management, and real-time alerts for suspicious activity or unauthorized access. These capabilities will enable staff to quickly verify and control entry to restricted areas, monitor public spaces continuously, and respond promptly and effectively to potential threats. The system's cloud-based management platform will provide secure remote access for authorized personnel, ensuring that security oversight can continue even when staff are offsite.

The project is fully funded in the FY 25-26 municipal budget, with no additional impact to the General Fund. Pricing is through TIPS Contract 220105 Technology Solutions, Products, and Services, eliminating the need for a formal bid.

FISCAL IMPACT:

The five-year contract options total \$143,989, consisting of \$52,443 for the Westlake Fire EMS Station No. 1 and \$91,546 for the Public Works Facilities. The project will be funded through approved allocations in the FY 2025–2026 municipal budget, with no additional impact to the General Fund.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommend approval of Resolution 25-50, authorizing contracts for updating Westlake Fire EMS Station No. 1 and Public Works facilities security systems.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE
RESOLUTION NO. 25-50

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A CONTRACT WITH DRIVEN SECURITY FOR UPDATING THE SECURITY SYSTEMS, INCLUDING CAMERAS AND ACCESS CONTROL, AT THE WESTLAKE FIRE EMS STATION NO. 1 AND THE PUBLIC WORKS FACILITIES; AND AUTHORIZING EXECUTION OF THE CONTRACT BY THE TOWN MANAGER USING FUNDS ALLOCATED IN THE FY 2025-2026 MUNICIPAL BUDGET.

WHEREAS, the Town of Westlake maintains critical facilities including the Fire EMS Station No. 1 and Public Works Facilities that require reliable, modern security systems to protect staff, equipment, and the public; and

WHEREAS, the Town has determined that the current security infrastructure—such as monitoring and surveillance systems, and access control at the Municipal Court—is outdated and requires modernization to ensure the safety of judges, staff, and the public; and

WHEREAS, budgetary funds are available in the Municipal Court Building and Security Fund to finance such upgrades; and

WHEREAS, the Town Council of the Town of Westlake does hereby recognize and agree that updating the Municipal Court security system is beneficial and necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:

SECTION 1: That all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the Town does hereby authorize the Town Manager to execute the contract with Driven Security for updating the Municipal Court security system utilizing the Municipal Court Building and Security Fund in an amount not to exceed \$110,000.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof

and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this Resolution shall become immediately effective from and after its date of passage.

PASSED AND APPROVED ON THIS 19TH DAY OF AUGUST 2025.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

Matthew C. G. Boyle, Town Attorney

Proposal for:
Town of Westlake
Fire Department Cameras and Access Control

11/7/2025



Driven Security

Nashville | Austin | Huntsville | Tampa | Phoenix

Scope of Work

Hardware & Licenses

Fire Dept - 15 total cameras and 17 doors of access control with a 10-year manufacturer's hardware warranty on Verkada devices and a 90 day labor warranty. 30 days of onboard storage is provided on interior and exterior cameras. 30 days of camera cloud storage is included (pricing available upon request for additional cloud storage). Unlimited backups for camera archives. All camera locations are assumed to have existing cameras with cabling in good working order that will be reused. There will be additional cost if new cabling is required. All doors of access control will be at locations that have existing hardware that is assumed to be

Verkada Camera Hardware & Licenses:

Unit Price	Model	Description		
\$ 866.15	CD43-256-HW	Indoor Dome	qty	3
\$ 1,036.15	CD43-256E-HW	Outdoor Dome	qty	4
\$ 1,206.15	CD53-256E-HW	Outdoor Dome	qty	8
		Camera License	qty	15
\$ 169.15	LIC-CAM-1Y-CAP	1 Year Camera License		
\$ 466.65	LIC-CAM-3Y-CAP	3 Year Camera License		
\$ 764.15	LIC-CAM-5Y-CAP	5 Year Camera License		
\$ 1,511.16	LIC-CAM-10Y-CAP	10 Year Camera License		

Verkada Access Control Hardware & Licenses:

Unit Price	Model	Description		
\$ 1,604.15	AC42-HW	Four Door Controller	qty	4
\$ 517.15	AD64-HW	Keypad Card Reader	qty	17
\$ 117.65	ACC-BAT-4AH	4AH Backup Battery	qty	4
		Door License	qty	18
\$ 211.65	LIC-AC-1Y-CAP	1 Year Door License		
\$ 509.15	LIC-AC-3Y-CAP	3 Year Door License		
\$ 849.15	LIC-AC-5Y-CAP	5 Year Door License		
\$ 1,679.16	LIC-AC-10Y-CAP	10 Year Door License		

Links to Product Information

- [Verkada Access Control](#)

Driven Security

Nashville | Austin | Huntsville | Tampa | Phoenix

Verkada Video Intercom Hardware & Licenses:

Unit Price	Model	Description		
\$ 1,546.15	TD53-HW	Video Intercom Reader	qty	1
\$ 347.15	ACC-INT-ANGLE-2	Intercom Surface Mount	qty	1
		Intercom License	qty	1
\$ 296.65	LIC-TD-1Y-CAP	<i>1 Year Intercom License</i>		
\$ 891.65	LIC-TD-3Y-CAP	<i>3 Year Intercom License</i>		
\$ 1,486.65	LIC-TD-5Y-CAP	<i>5 Year Intercom License</i>		
\$ 2,974.15	LIC-TD-10Y-CAP	<i>10 Year Intercom License</i>		
		Desk Station License	qty	1
\$ 211.65	LIC-TX-1Y-CAP	<i>1 Year Desk Station License</i>		
\$ 636.65	LIC-TX-3Y-CAP	<i>3 Year Desk Station License</i>		
\$ 1,061.65	LIC-TX-5Y-CAP	<i>5 Year Desk Station License</i>		
\$ 2,124.15	LIC-TX-10Y-CAP	<i>10 Year Desk Station License</i>		
\$ 461.15	ACCX-TBL-1	Desk Station iPad	qty	1
\$ 60.65	ACCX-TBL-STD-1	Desk Station iPad Stand	qty	1

Links to Product Information

- [Verkada Video Intercom](#)

TIPS Contract 220105 Technology Solutions, Products, and Services

Pricing Breakdown

(Pricing includes software licensing for all provided devices per the term selected below. Recurring license pricing is subject to change and the renewal amount would be based upon the current pricing at the time of the renewal. The longest term that your current budget can support to lock in your pricing is recommended.)

	<u>Total Project Cost</u>	<u>Mat./Install</u>	<u>Verkada Hardware/Lic</u>
▪ 1 Year Option:	\$ 69,106.00	\$ 27,764.65	\$ 41,341.35
or			
▪ 3 Year Option:	\$ 79,944.00	\$ 27,764.65	\$ 52,179.35
or			
▪ 5 Year Option:	\$ 91,546.00	\$ 27,764.65	\$ 63,781.35
or			
▪ 10 Year Option:	\$ 120,241.00	\$ 27,764.65	\$ 92,476.35

Driven Security

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Qualifications & Exclusions:

- Pricing is valid for 30 days from the date of this proposal and per the lump sum provided above. Any unit pricing provided is for reference only and shall not be used to revise the total.
- Pricing is without bond and assuming that your organization is exempt from sales tax. If your organization is not tax exempt, please add applicable local sales tax to these prices.
- Pricing is not through a purchasing co-op organization. Should the use of a purchasing co-op be required, a revised proposal can be provided.
- One mobilization is included in this price.
- Device counts and locations are per the floor plans provided. We are assuming that all existing cabling and hardware is in good working order and will be reused. Any new run locations must be finalized before mobilization to the site.
- If a device is to be installed in an elevator, owner to coordinate with their elevator vendor to be onsite for our installation and to provide the necessary wiring in the elevator cab and equipment room at their expense.
- Mast or Boom lifts to be provided by the facility if required unless noted above.
- No electrical or demo work is included in our scope. A power outlet will be required at each location of door controllers and external power supplies. Outlet to be provided and installed by a licensed electrician or the facilities maintenance team. If any additional fees or permits are required other than those included above, they shall be coordinated and paid for by the owner.
- It is assumed that cable pathways already exist and will be used for this installation. Additional Cable supports will not be installed unless noted above. No new conduit is included.
- No wireless bridges or access points are included unless noted above. If included, it is the responsibility of the owner to ensure that an adequate mounting location is provided with a clear line of site to each point to point device.
- It is assumed that the facility has an adequate network infrastructure with sufficient internet bandwidth to support this installation to include fiber internet connections at switch locations (provided by the facility).
- It is recommended that the customer's IT team create a VLAN for the new camera system.
- It is assumed that POE+ ports are available and configured for all new required network connections (one per device).
- New CAT6 riser rated cabling will be provided at all new camera/sensor/alarm panel locations & door controllers unless noted above. One new composite access control cable will be provided to each new door location unless noted above.
- If existing coax cabling is encountered, a coax to POE converter will be provided and installed at an additional cost unless noted above.
- If there are existing access-controlled doors, it is assumed that all existing door hardware (mags, PTE, motion, strikes, etc.) is in good working order and will be reused with the new Verkada door controllers. It is also assumed that all existing hardware and power supplies terminate at the same location (no new wiring required).
- Door operators and gate motors/controllers by others.
- Driven's lead technician will be granted org admin access to the customer's existing Verkada Command account. If a customer does not have a Command account, Driven will set up the account and provide training as required.
- If Verkada hardware is provided by others, it shall be delivered to the site and inventoried prior to our arrival.
- No integration into existing systems or camera call ups are included unless noted above.
- This system is being installed per the direction of the owner. The owner shall be responsible for all coordination with the fire marshal and their existing fire alarm vendor for compliance with all applicable codes. A fire alarm interface (FAI) is available on the door controllers if integration into the fire alarm system is required.
- Any additional work not described above that is requested by the owner shall be performed on a time and material basis and a change order shall be issued for that work. This additional work shall include any rework, relocating of cameras, or adjusting camera shots after the initial installation.
- Upon acceptance of the proposal, the initial invoice will be submitted for the value of all hardware, materials, and mobilization. The remainder of the project will be billed monthly based on the percentage of the project that is complete at that time.

Thank you for the opportunity to provide this proposal to your organization.
In addition to the items quoted above, below is a full list of our products & services:

- Video Security (Cameras)
- Access Control
- Video Intercoms
- Alarms
- Air Quality Sensors
- Workplace Management (Visitor & Mailroom)
- Locking Control Systems / PLC's
- Structured Cabling & Low Voltage
- Ceia Metal Detectors
- ZeroEyes AI Weapons Detection
- All-in-One Mobile Surveillance Units
- Window Security Films
- Perimeter & Specialty Fencing
- Barricades
- Security Assesments / Consulting / Training

Please let us know if you have any questions on this proposal or would like additional information on any of the items noted above.

Sincerely,

Driven Security

Max Conway

(823) 257-2286

Regional Sales Manager of Driven Security

[*max@drivenlock*](mailto:max@drivenlock)

Pat Durham

(270) 339-4125

Director of Construction of Driven Security

[*pat@drivenlocks*](mailto:pat@drivenlocks)

Adam Birdwell, PE

(615) 533-4503

Owner of Driven Security

[*adam@drivenloc*](mailto:adam@drivenloc)

Acceptance of Proposal:

This quote has been approved by **Westlake** per the signature below. This signature from its authorized representative releases us to proceed with the above described scope of work. It shall serve as a binding agreement with **Westlake** and Driven Security for the above proposal.

Name / Title:

Signature:

Driven Security

Nashville | Austin | Huntsville | Tampa | Phoenix

Proposal for:
Town of Westlake
Public Works Cameras and Access Control

11/7/2025



Driven Security

Nashville | Austin | Huntsville | Tampa | Phoenix

Scope of Work

Hardware & Licenses

Public Works - 8 total cameras and 4 new doors of access control with a 10-year manufacturer's hardware warranty on Verkada devices and a 90 day labor warranty. 30 days of onboard storage is provided on interior and exterior cameras. 30 days of camera cloud storage is included (pricing available upon request for additional cloud storage). Unlimited backups for camera archives. All camera locations are assumed to have existing cameras with cabling in good working order that will be reused. There will be additional cost if new cabling is required.

Verkada Camera Hardware & Licenses:

Unit Price	Model	Description		
\$ 866.15	CD43-256-HW	Indoor Dome	qty	2
\$ 1,036.15	CD43-256E-HW	Outdoor Dome	qty	4
\$ 3,076.15	CH52-1TBE-HW	Outdoor Multisensor	qty	2
		Camera License	qty	6
\$ 169.15	LIC-CAM-1Y-CAP	1 Year Camera License		
\$ 466.65	LIC-CAM-3Y-CAP	3 Year Camera License		
\$ 764.15	LIC-CAM-5Y-CAP	5 Year Camera License		
\$ 1,403.22	LIC-CAM-10Y-CAP	10 Year Camera License		
		Multisensor License	qty	2
\$ 509.15	LIC-CAM-MLT4-1Y-CAP	1 Year Multisensor License		
\$ 1,401.65	LIC-CAM-MLT4-3Y-CAP	3 Year Multisensor License		
\$ 2,294.15	LIC-CAM-MLT4-5Y-CAP	5 Year Multisensor License		
\$ 4,211.22	LIC-CAM-MLT4-10Y-CAI	10 Year Multisensor License		

Verkada Access Control Hardware & Licenses:

Unit Price	Model	Description		
\$ 1,604.15	AC42-HW	Four Door Controller	qty	2
\$ 304.65	AD34-HW	Card Reader	qty	4
\$ 117.65	ACC-BAT-4AH	4AH Backup Battery	qty	2
		Door License	qty	4
\$ 211.65	LIC-AC-1Y-CAP	<i>1 Year Door License</i>		
\$ 509.15	LIC-AC-3Y-CAP	<i>3 Year Door License</i>		
\$ 849.15	LIC-AC-5Y-CAP	<i>5 Year Door License</i>		
\$ 1,559.22	LIC-AC-10Y-CAP	<i>10 Year Door License</i>		

Links to Product Information

- [Verkada Access Control](#)

TIPS Contract 220105 Technology Solutions, Products, and Services

Pricing Breakdown

(Pricing includes software licensing for all provided devices per the term selected below. Recurring license pricing is subject to change and the renewal amount would be based upon the current pricing at the time of the renewal. The longest term that your current budget can support to lock in your pricing is recommended.)

	<u>Total Project Cost</u>	<u>Mat./Install</u>	<u>Verkada Hardware/Lic</u>
▪ 1 Year Option:	\$ 42,753.00	\$ 23,181.80	\$ 19,571.20
or			
▪ 3 Year Option:	\$ 47,513.00	\$ 23,181.80	\$ 24,331.20
or			
▪ 5 Year Option:	\$ 52,443.00	\$ 23,181.80	\$ 29,261.20
or			
▪ 10 Year Option:	\$ 61,732.00	\$ 23,181.80	\$ 38,550.20

Driven Security

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Qualifications & Exclusions:

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Thank you for the opportunity to provide this proposal to your organization.
In addition to the items quoted above, below is a full list of our products & services:

- Video Security (Cameras)
- Access Control
- Video Intercoms
- Alarms
- Air Quality Sensors
- Workplace Management (Visitor & Mailroom)
- Locking Control Systems / PLC's
- Structured Cabling & Low Voltage
- Ceia Metal Detectors
- ZeroEyes AI Weapons Detection
- All-in-One Mobile Surveillance Units
- Window Security Films
- Perimeter & Specialty Fencing
- Barricades
- Security Assesments / Consulting / Training

Please let us know if you have any questions on this proposal or would like additional information on any of the items noted above.

Sincerely,

Driven Security

Max Conway

(823) 257-2286

Regional Sales Manager of Driven Security

max@drivenlocks.com

Pat Durham

(270) 339-4125

Director of Construction of Driven Security

pat@drivenlocks.com

Adam Birdwell, PE

(615) 533-4503

Owner of Driven Security

adam@drivenlocks.com

Acceptance of Proposal:

This quote has been approved by **Westlake** per the signature below. This signature from its authorized representative releases us to proceed with the above described scope of work. It shall serve as a binding agreement with **Westlake** and Driven Security for the above proposal.

Name / Title:

Signature:

Driven Security

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Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** G.3.
FROM: Wade Carroll, Town Manager, Town Manager's Office
SUBJECT: Discuss, consider and act to adopt Ordinance 1040 approving a contract extension with Allied Waste aka Republic Services for Trash Pick Up and Recycling Services effective January 1, 2026. (Town Manager Wade Carroll).

ATTACHMENTS:

1. Ordinance 1040 Contract Allied aka Republic
2. EXHIBIT A Westlake | Republic Trash 2026 Contract
3. Westlake Republic Prior Rate Sheets

SUMMARY :

The Town of Westlake is considering approval of a new five-year Solid Waste Collection Contract with Allied Waste Services of Fort Worth, LLC dba Republic Services, effective January 1, 2026. The agreement will continue providing residential and commercial trash, recycling, and bulk waste collection with the addition of hazardous materials pick up once a year, while maintaining the Town's exclusive franchise arrangement. It includes an annual 5% rate adjustment and updated service terms to include changing the trash pick up day to Thursdays. Despite rising inflation since 2021, Republic has kept collection rates stable, demonstrating its commitment to cost control for residents. Staff recommends approval of the contract to ensure reliable service, predictable pricing, and support for sustainability initiatives.

BACKGROUND AND DISCUSSION:

The Town's existing solid waste collection agreement is approaching the end of its term. Town staff has negotiated a new contract with Allied Waste Services of Fort Worth, LLC dba Republic Services to continue providing comprehensive solid waste, recycling, and bulk collection services for both residential and commercial customers. The proposed contract maintains the Town's exclusive franchise arrangement for refuse and recycling collection while ensuring continued high-quality service, customer responsiveness, and environmental responsibility. It also updates rates and operational terms to reflect current market conditions and Town service needs. Importantly, the Town has **not increased trash collection rates since 2021**, demonstrating the Town's effort to maintain stable costs for residents despite rising market pressures.

Key provisions of the new agreement include:

- **Term:** Five (5) years beginning **January 1, 2026**, with the option to extend for one additional five-year term by mutual consent.
- **Services:**
 - Weekly residential trash and recycling collection.
 - Twice-monthly bulk collection for residential customers.
 - Commercial collection service up to five times per week.
 - Roll-off container service available upon customer request.
- **Holiday Schedule:** Thanksgiving, Christmas, and New Year's Day observed; service resumes the next business day.
- **Annual Rate Adjustment:** 5 % increase effective January 1 each year of the initial term.
- **Billing:**
 - The Town will continue to bill residential and commercial hand-load customers.
 - Republic Services will directly bill roll-off customers and remit applicable franchise fees to the Town monthly.
- **Town Support:** Contractor will provide roll-off containers and hauls at no cost for the Town's annual clean-up, household hazardous waste collection, and other Town-sponsored events.
- **Insurance and Indemnification:** The contractor will maintain all required insurance coverage and indemnify the Town per contract provisions.

This agreement provides reliable service continuity, predictable cost adjustments, and supports Town sustainability initiatives.

FISCAL IMPACT:

There is no direct cost to the Town for these services. The solid waste and recycling program is funded through customer billing, and the Town will continue to receive monthly franchise fee revenue from Republic Services for commercial accounts. However, to provide context for the rate stability decision: although the Town has not raised rates since 2021, inflation has meaningfully increased over that period. According to U.S. data:

- 2021 inflation (annual) ~ 4.7 %. [The World Data+2The Global Statistics+2](#)
- 2022 inflation ~ 8.0 %. [The World Data+2The Global Statistics+2](#)
- 2023 inflation ~ 4.1 %. [The Global Statistics+1](#)
- 2024 inflation ~ 2.9 %. [The Global Statistics+1](#)

Using a simplified compound approach (assuming list values as proxies):

1. Start with a rate base of 100 in 2021.
2. 2021 → $100 \times 1.047 = 104.7$
3. 2022 → $104.7 \times 1.080 = 113.076$
4. 2023 → $113.076 \times 1.041 = 117.786$
5. 2024 → $117.786 \times 1.029 = 121.205$

This implies a cumulative price-level increase of **≈ 21.2 %** from the end of 2021 through end of 2024. (Further small inflation in 2025 would add modestly.) In other words, while Town rates remained unchanged since 2021, the general cost level (inflation) has increased by about one-fifth, underscoring the value of the contract's structured annual rate adjustments and the Town's decision to maintain rate stability until now.

LEGAL REVIEW:

The contract has been reviewed and approved by our Town Attorney.

RECOMMENDATION:

Staff **recommends approval of the Solid Waste Collection Contract** between the Town of Westlake and Allied Waste Services of Fort Worth, LLC dba Republic Services, effective January 1, 2026.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE

ORDINANCE NO. 1040

AN ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, APPROVING AND ESTABLISHING A NEW SOLID WASTE COLLECTION CONTRACT AND RATE SCHEDULE WITH ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES; REPEALING PRIOR SOLID WASTE RATE ORDINANCES IN THEIR ENTIRETY; PROVIDING A PENALTY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Westlake, Texas (“Town”) finds that the provision of reliable and efficient solid waste and recycling collection services is essential to the health, safety, and welfare of its citizens; and

WHEREAS, the Town Council has reviewed and considered a proposed Solid Waste Collection Contract (“Contract”) between the Town of Westlake and Allied Waste Services of Fort Worth, LLC, dba Republic Services (“Contractor”), which establishes terms for the collection of residential and commercial garbage, trash, and recycling within the Town limits; and

WHEREAS, the Contract provides for the exclusive right and obligation of the Contractor to provide solid waste collection and recycling services, sets forth service standards, defines service types, establishes billing and rate procedures, and ensures compliance with all applicable laws; and

WHEREAS, the Town Council finds that approval of the Contract and adoption of the accompanying Solid Waste and Recycling Rate Schedule will promote efficient municipal operations, environmental responsibility, and quality customer service for residents and businesses of Westlake; and

WHEREAS, upon the recommendation of Town staff, the Town Council is of the opinion that it is in the best interest of the Town and its citizens that the new Contract and Solid Waste Rate Schedule be approved and adopted effective January 1, 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:

SECTION 1. FINDINGS.

That all matters stated in the preamble are hereby found to be true and correct and are incorporated herein as if fully set forth.

SECTION 2. APPROVAL OF CONTRACT.

The Town Council of the Town of Westlake hereby approves the Solid Waste Collection Contract between the Town of Westlake, Texas, and Allied Waste Services of Fort Worth, LLC dba Republic Services, for the collection of residential and commercial garbage, trash, and recycling within the Town limits. Said contract is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes.

SECTION 3. APPROVAL OF RATE SCHEDULE.

The Town Council hereby adopts the Solid Waste and Recycling Rate Schedule, attached hereto as Exhibit “B,” establishing the rates and fees to be charged for residential and commercial waste collection services effective January 1, 2026.

SECTION 4. REPEAL OF PRIOR ORDINANCES.

All prior ordinances or parts of ordinances establishing or regulating solid waste and recycling collection rates that conflict with the provisions of this Ordinance are hereby repealed in their entirety.

SECTION 5. PENALTY.

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided in the Code of Ordinances of the Town of Westlake and, upon conviction, shall be punishable by a fine not to exceed five hundred dollars (\$500.00) for each offense. Each day a violation exists shall constitute a separate offense.

SECTION 6. CUMULATIVE CLAUSE.

This Ordinance shall be cumulative of all other Town ordinances and all other provisions of ordinances not in conflict herewith shall remain in full force and effect.

SECTION 7. SEVERABILITY.

If any section, paragraph, clause, or phrase of this Ordinance shall be declared invalid or unconstitutional by the judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any other section, clause, or phrase of this Ordinance, and the same shall continue in full force and effect.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force on January 1, 2026, and the Town Manager is hereby authorized to execute the approved Solid Waste Collection Contract on behalf of the Town.

PASSED AND APPROVED on this 18th day of November, 2025.

TOWN OF WESTLAKE, TEXAS

By:

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle, Town Attorney

Exhibit “A”

Solid Waste Collection Contract between the Town of Westlake, Texas,
and Allied Waste Services of Fort Worth, LLC dba Republic Services.

SOLID WASTE COLLECTION CONTRACT FOR THE TOWN OF WESTLAKE, TEXAS

PURPOSE: To form a contract for the collection of Residential and Commercial Garbage and Trash and Recycling Program within the Town limits of Westlake, Texas.

NOW, THEREFORE, in consideration of the following mutual agreements, covenants and considerations contained herein, and Exhibit "A" attached and incorporated into this document, the Town of Westlake, Texas herein after referred to as "the Town" and Allied Waste Services of Fort Worth, LLC dba Republic Services hereinafter referred to as the "Contractor" agree as follows:

1. **EXCLUSIVE RIGHT**: The Town grants to Contractor, and the Contractor has, the exclusive right and obligation to provide solid waste garbage collection services, including recyclables and recycling services as hereinafter defined, within the Town limits during the time frames set forth herein. Contractor agrees to commence servicing newly annexed areas within thirty (30) days after official written notification by the Town.

The Town will provide to the Contractor a list of residences and businesses within the Town limits and assist with subscribing of new customers, as necessary.

2. TERM OF CONTRACT:

(A) The term of this Contract shall be for a five (5) year period, beginning January 1, 2026.

(B) If at any time the Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the Town shall notify Contractor by registered or certified mail, of specific reasons in support of the Town's claim that the Contractor has substantially breached the terms and provisions of this contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from Town to remedy any failure to perform. Should Contractor fail to remedy its performance, the Town, after a hearing herein, may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify reason in support of the Town's claim that the Contractor has substantially breached the terms and provisions of this Contract. Should the Town deem Contractor to have failed its performance, said hearing shall be conducted in public by the Town Council of the Town and the Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the Town Council makes a finding that Contractor has failed to provide the adequate refuse collection service for

the Town or has otherwise substantially failed to perform its duties hereunder, the Town Council may terminate this contract.

3. **RENEWAL OF CONTRACT:** The parties hereto may extend this Contract for an additional five (5) year term by mutual consent.

4. **TYPES OF SERVICE:**

- (A) **RESIDENTIAL:** The Contractor shall provide all persons occupying or maintaining a place of residence in a single, duplex or triplex family dwelling with regular refuse collection service at least one (1) time per week under this Contract. Contractor shall furnish one (1) cart included in the base rate. All units are eligible to receive such service. Pick-up days shall be Thursdays with holidays of Thanksgiving, Christmas and New Year's Day, being authorized. Pickup days will be on the next work day following these authorized holidays. Bulk collection for each residential address will be collected on the 2nd and 4th service day of each month not to exceed two (2) cubic yards per collection.
- (B) **CURBSIDE RECYCLING:** All persons occupying or maintaining a place of residence in a single or duplex dwelling shall be provided curbside recycling collection on Thursday of each week. The Contractor shall provide one container per residence. Holidays will be observed as defined in Section 4A, Residential.
- (C) **COMMERCIAL:** Multi-family dwellings of four (4) or more units, business, commercial and industrial establishments are to be serviced each week as necessary, up to five (5) times per week, with the same holidays being observed as with Residential service areas. Commercial service includes Commercial Hand Collect Unit as defined in the definitions below in 14.j. Any additional, deletions or size changes required by any Customer will be requested through the Contractor.
- (D) **ROLL-OFF CONTAINERS:** All Customer request for containers and service of same will be handled directly by the Contractor.

5. **HOURS OF SERVICE:**

- (A) **RESIDENTIAL:** Collections shall be made at single, duplex or triplex family dwellings in residential areas beginning no earlier than 7:00 AM and continuing until not later than 7:00 PM, with no service on Sunday, except in time of emergency or to maintain schedules due to holidays.
- (B) **COMMERCIAL:** Collections shall be made between the hours of 7:00 AM and 7:00 PM, with the same Sunday restriction listed in 5(A).

6. **SPILLAGE AND LITTER:** The Contractor shall not litter the serviced premises in the process of making collections but shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all solid wastes shall be contained, tied, or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by Contractor, the Contractor shall promptly clean up the litter.
7. **APPROVED CONTAINERS:** Amounts and types of solid wastes placed in containers for collection shall be stored in approved containers, as described herein. All residents will be provided (1) 95 gallon cart for trash and (1) 95 gallon cart for recycling. Additional carts for trash and recycling will be furnished for a minimal charge per month. All trash must be in Contractor provided carts with the exception of 2nd and 4th Friday bulk collection days. All recycle must be inside Contractor provided carts.
8. **UNAPPROVED CONTAINERS:** The Contractor shall not be required to collect solid waste or recyclable material unless it is in approved containers, except as provided for in special hauling services.
9. **EXTRAORDINARY MATERIALS:** Hazardous waste, body waste, dead animals, abandoned vehicles, vehicle parts, and large equipment and parts thereto will not be collected by the Contractor unless specifically requested by the customer and agreed to by the Contractor. Provided, however, in no event shall the Contractor be required to collect waste that Contractor is forbidden to collect or dispose of by Federal, State or local laws.

Only recyclable materials as listed shall be collected:

1. Aluminum Cans
2. Plastics 1 through 7
3. Steel Cans
4. Newspapers including slick inserts
5. Glass (All colors)
6. Corrugated & Pasteboard Boxes
7. Mixed Papers

As markets for other materials become available, Contractor and Town may agree to include more items.

10. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times, in good working order, such equipment which complies with Town load limit regulations and as such that shall permit the Contractor, adequately and efficiently to perform its duties hereunder.

Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage equipment shall be of the enclosed loadpacker type and all equipment shall be kept in good repair and appearance and in a sanitary, clean conditional at all times. The Contractor shall have available to it, at all times, reserve equipment which can be

put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall be substantially correspond in size and capability of the equipment used by the Contractor to perform its duties hereunder.

11. **OFFICE**: The Contractor shall establish and maintain an office where such service may be applied for and complaints can be made. It shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours and shall be open during normal business hours, from Monday through Friday between the hours of 8:00 AM and 5:00 PM. In the event a customer reaches an automated attendant during normal business hours, customer shall be called back within 4 hours, if the customer calls after normal business hours, customer shall be called back the following business day. A local and toll free telephone number must be provided by Contractor. The current number is (940) 648-9540 and (800) 333-7301.
12. **TITLE TO WASTES**: Contractor shall have vested title to all solid waste materials collected within the corporate limits of the Town of Argyle pursuant to the terms hereof.
13. **DISPOSAL**: All solid wastes for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal as approved by the State of Texas governing agencies.

All recyclables shall remain separate from solid waste and shall be taken to the Material Recovery Facility (MRF) to be processed and sold as a commodity.

14. **DEFINITIONS**:

- a. **Bags** – Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 50 lbs.
- b. **Bin (Commercial/Industrial)** – Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- c. **Brush** – Tree, shrub and brush trimmings securely tied together forming an easily handled Bundle, not exceeding four feet in length, six inches in diameter, or 40 lbs. In weight.
- d. **Bulky Waste** – Stoves, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Hazardous Waste or Stable Matter with weights or volume greater than those allowed for Bins or Containers, as the case may be.

- e. Bundle – Newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or 40 lbs. In weight.
- f. Business – shall mean and include all retail, professional, wholesale, and industrial facilities and any other commercial enterprises offering goods or services to the public.
- g. Town – Town of Westlake.
- h. Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.
- i. Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the Town, not a residential unit.
- j. Commercial Hand Collect Unit – A retail or light commercial type of business which generates no more than 1 cubic yard of refuse per week.
- k. Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- l. Container – A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by animals. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 50 lbs.
- m. Contract Documents – General Specifications, and any addenda or changes to the foregoing documents agreed to by the Town and Contractor.
- n. Contractor – The person, corporation, or partnership performing services under this Contract.
- o. Customer – An occupant of a Residential Unit who generates refuse.

- p. Dead Animals – Animals or portions thereof equal to or greater than 10 lbs. weight that have expired from any case, except those slaughtered or killed for human use.
- q. Disposal Site – A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.
- r. Duplex – shall mean and include a detached two-family structure designed or intended for occupancy be two (2) families.
- s. Garbage – shall mean and include all waste and accumulation or animal, fruit, or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage or meats, fish, fowl, fruit, or vegetable matter, of any nature whatsoever, which is subject to decay, putrefaction, or the generation of noxious and offensive gases or odors, or which may serve as breeding or feeding material for flies and/or other germ-carrying insects.
- t. Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- u. Landfill – A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.
- v. Multi-Dwelling – shall mean and include any building or structure containing four (4) or more contiguous living units and intended exclusively for residential use single person or families.
- w. Overflow – All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Polycart(s) with the lid(s) closed.
- x. Polycart – A rubber-wheeled receptacle with a maximum capacity of 95 gallons constructed of plastic, metal or fiberglass, designed for automated or semi-automated solid

waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit with ownership retained by Contractor.

- y. Recyclable Material – Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, corrugated boxes, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.
- z. Recycling Container - See Polycart.
- aa. Refuse – Residential Refuse, Brush, Bulky Waste, Construction Debris, and Stable Matter generated at a Residential Unit, unless the context otherwise requires.
- bb. Residential Refuse – All Garbage and Rubbish generated by a Customer at a Residential Unit.
- cc. Residential Unit – A dwelling within the corporate limits of the Town occupied by a person or group of person comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- dd. Rubbish – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Brush, Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- ee. Senior Citizen – Any person who is 65 years or age or older and is the primary resident and/or head of household.

- ff. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- gg. Solid Waste – shall mean and include, but not limited to, components of garbage, trash and recyclable materials.
- hh. Special Materials – shall mean those bulky materials or other special wastes that are not sorted in standard storage containers and cannot be picked up by a regularly used collection vehicle.
- ii. Trash – shall mean accumulations of rubbish, such as but not necessarily limited to, sweepings, dust, rags, bottles, jars (remove bottles and jars from trash if they can be recycled), paper products, or other waste materials of any kind which are usually attendant to domestic households or any operations of the businesses served or housekeeping and the premises upon which said households or businesses are located. Accumulations of lawn, grass, shrubberies cutting, clippings and dry leaf rakings, small tree branches (shall not exceed four (4) feet in length and six (6) inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns, gardens and yards, except large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in “loadpacker” type sanitation equipment used for regular collections from domestic households (tree trimmings shall be tied in bundles not exceeding four (4) feet in length or weighing over forty (40) pounds) placed at the curb for pickup.
- jj. Triplex – shall mean and include a detached three-family structure designed or intended for occupancy by three (3) families.

15. **LOCATION**: All solid wastes and recyclable, both residential and commercial, shall prior to their scheduled collection, be placed at a location that is readily accessible to the Contractor’s personnel.

- (A) **RESIDENTIAL**: All residents will be provided (1) 95 gallon cart for trash and (1) 95 gallon cart for recycling. Additional carts for trash and recycling will be furnished for a minimal charge per month. All trash must be in Contractor provided carts with the exception of 1st, 3rd, and 5th Friday bulk collection days. All recycle must be inside Contractor provided carts. Polycarts should be placed within two feet of the edge of the street, clear

of obstructions such as cars, trailers, boats, mailbox, etc. All carts, containers, bags, bundles shall be placed at the curbside no later than 7:00 am on collection day.

- (B) COMMERCIAL: commercial containers shall be kept on the premises in a place near the street, readily accessible to the collection vehicles without damage to public property.

16. **TOWN OF WESTLAKE RATE SCHEDULE JANUARY 2, 2026**

See Attachment "A"

17. **MODIFICATION TO RATES**

Rate adjustments shall occur on January 1st each year of the contract in the amount of (5) percent for the initial term of the agreement. If both parties agree to extend the agreement the rate adjustment language maybe modified for the renewal.

18. **BILLING, RESIDENTIAL AND COMMERCIAL HAND LOAD**

CONTAINERS: The Town agrees to bill all residential customers on a monthly basis for the Monthly Customer Service Charges as set forth in Exhibit A. Town agrees to pay to Contractor on or before the fifteenth (15th) business day following the end of each month the Net Monthly Customer Service Charges billed for the preceding month.

BILLING, COMMERCIAL ROLL-OFF CONTAINERS: All billing shall be accomplished by the Contractor directly with the Customer and payment to Town franchise fees billed to customers by the fifteenth (15th) business day following the end of each month.

19. **COMPLAINTS**: All complaints shall be made directly to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Solid Waste not collected within 24 hours after the complaint is received.

The Contractor shall prepare and maintain a register in its local office of all complaints it has received and indicate the disposition of each. Such records shall be available for Town inspection at all times during business hours. The register shall indicate the date and hour on which the complaint was received and the date and hour on which it was resolved. A copy of the complaint register shall be submitted to the Town upon request.

20. **ROUTES AND SCHEDULES**: The Contractor shall periodically provide the Town with schedules of all collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day(s) of pickup, the Contractor shall so notify each customer affected by mail, door hangers, and/or news media not less than one month prior to the change.

21. CONTRACTOR'S PERSONNEL:

- (A) The Contractor shall assign a qualified person or persons to be in charge of his operations in the Town and shall give the name or names to the Town; information regarding experience shall also be furnished.
- (B) The Contractor's collection employees shall wear a clean uniform or shirt bearing the Company's name.
- (C) Each employee of the Contractor shall at all times carry a valid, legally sufficient driver's license for the type of vehicle he is driving.
- (D) The Town may require the removal from providing services hereunder of an employee of the contractor who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his/her duties. Such dismissal is applicable to the provision of services to the Town only.
- (E) The Contractor shall provide reasonably sufficient operating and safety training for all its personnel.
- (F) Standard of Performance: If the contractor fails to collect the solid waste materials herein specified for a period in excess of six (6) consecutive, scheduled working days or fails to operate the system in a satisfactory manner in accordance with this Contract for a similar period, the Town may engage another entity for such emergency service if necessary to maintain the health, sanitation, and environmental standards of the Town, with cost for such service to be deducted from Contractor's entitlement herein, or chargeable directly to the Contractor.
- (G) If the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days from its initial cessation, the Town shall be free to negotiate with other Contractors for the operation of said collection service. Such negotiation with other contractors shall not release the Contractor herein of its liability to the Town for such breach of this Contract.
- (H) Force Majeure: In the event that performance by either the Town or the Contractor of any of its obligations under the terms of this agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from performance for such period of time as is reasonably necessary after such occurrence abates or the effects thereof have dissipated.

22. **BANKRUPTCY:** It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the day and at the time the bankruptcy petition is filed, provided, however, that all rights and benefits that have theretofore accrued shall remain unaffected.

23. **RIGHT TO REQUIRE PERFORMANCE:** The failure of the Town at anytime to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce same, nor shall waiver by the Town of any breach of such provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

24. **LAW TO GOVERN**: This Contract shall be governed by the laws of the State of Texas as to both interpretation and performance.
25. **COMPLIANCE WITH LAWS**: Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the General Specifications of this Contract shall govern the obligations of Contractor where there exist conflicting regulations of the Town on the subject.
26. **ILLEGAL PROVISIONS**: If any provision of the contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
27. **PERMITS AND LICENSES**: The Contractor shall conduct operations under this Contract in compliance with all applicable laws.
28. **INSURANCE**: The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, General Liability, Automobile Liability and Excess Umbrella Liability, including contractual liability coverage. All insurance shall be by insurers and for policy limits reasonably acceptable to the Town, and before commencement of work hereunder, Contractor agrees to furnish the Town certificates of insurance or to the effect that such insurance has been procured and is in force. The policy or policies shall show the Town as additional insured, to the extent of Contractor's indemnification herein. The certificates shall contain the following express obligations:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed are in force at this time. In the event of cancellation affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, Contractor shall carry the following types of insurance in at least the limits specified below:

Workers Compensation Employers	Statutory
Employer's Liability	\$500,000
Bodily Injury & Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence

Excess Umbrella Liability

\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. Contractor's parent corporation may provide the coverage. Contractor agrees to furnish the Town with certificates satisfactory to the Town evidencing such plan of self-insurance. Any such self-insurance plan will be subject to the approval of the Town, and such approval shall not be unreasonably withheld.

29. **INDEMNITY**: Contractor will indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees, or arising out of a claim that the Town was not authorized to award this Contract or such was in conflict with the terms of a prior Contract executed by the Town.
30. **ASSIGNMENT**: Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of Town, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of Contractor as though it was the original Contracting Party.
31. **BOOKS AND RECORDS**: The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provision of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. Town shall keep any and all proprietary information obtained during any such inspection confidential to the extent allowed by law.
32. **POINT OF CONTACT**: All dealings, contact, notices, etc., between the Town contractor and the Town shall be directed by the Contractor to the Town Manager or his/her delegated authority.
33. **NOTICES**: Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party of the address set forth below:

If to the Town, at: 1500 Solana Blvd.
Building 7, Suite 7200
Westlake, TX 76262

Attn: Town Manager

If to the Contractor: 6100 Elliott Reeder Rd.
For Worth, TX 76117
Attn: General Manager

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

34. **EFFECTIVE DATE:** This Contract shall become effective upon the execution hereof by all parties and upon such execution shall be effective on January 1, 2026.
35. **MODIFICATION:** This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.
36. **ANNUAL CLEANUP/TOWN SPONSORED EVENTS:** Contractor will provide open top containers and hauls for the Town's annual, household hazardous waste collection, electronics recycling, and paper shredding at no cost to the Town on a date agreed upon each year. Contractor will provide roll-off boxes for any Town sponsored events at no charge to the Town.

****NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, disability, color, religion, or national origin.

****EXCLUSIVE CONTRACT**

Contractor shall have the sole and exclusive franchise; license and privilege to provide refuse collection, removal collection and recycling collection within the corporate limits of Town. Contractor shall at all times have the right to refuse to collect Dead Animals and Hazardous Waste from Residential units.

If Hazardous Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the Town and the Town shall undertake appropriate action to ensure that such Hazardous Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Hazardous Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Hazardous Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Hazardous Waste. The Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Hazardous Waste and to collect the costs incurred by Contractor in connection with such Hazardous Waste. Subject to the Town's providing all such reasonable assistance to Contractor, Contractor shall

release Town from any liability for any such costs incurred by Contractor in connection with such Hazardous Waste, except to the extent that such Hazardous Waste is determined to be attributed to the Town.

IN WITNESS WHEREOF, the Town of Westlake and Contractor have executed this Contract as of the day and year first above written.

TOWN OF WESTLAKE

CONTRACTOR

Town Manager

General Manager

Town Secretary

Date

APPENDIX A
ALLIED WASTE SERVICES
TOWN OF WESTLAKE
 Franchised City Rates

COMMERCIAL FRONT-LOAD RATES
 PICKUPS PER WEEK

Size	1 X	2 X	3 X	4 X	5 X	6 X	Extra pickup
2-Yd	86.29	135.21	184.12	233.04	281.92	330.85	37.40
3-Yd	106.43	178.35	250.31	322.20	394.11	466.04	39.58
4-Yd	129.48	215.79	302.07	388.36	474.70	560.99	41.77
6-Yd	152.20	287.95	402.76	517.82	632.92	747.98	43.16
8-Yd	223.61	368.24	512.07	655.91	799.77	943.62	45.34

COMMERCIAL ROLLOFF RATES

Size	Type	Delivery	Rental per day	Rental per month	Haul per load	Disposal per load	Total per load	Deposit per container
20-Yd	Open	131.28	5.63	171.14	257.21	281.32	538.53	374.58
30-Yd	Open	131.28	5.63	171.14	257.21	421.99	679.19	374.58
40-Yd	Open	131.28	5.63	171.14	257.21	562.65	819.85	374.58
28-Yd	Comp	Nego	Nego	Nego	257.21	500.98	758.19	Nego
30-Yd	Comp	Nego	Nego	Nego	257.21	536.77	793.97	Nego
35-Yd	Comp	Nego	Nego	Nego	257.21	626.23	883.43	Nego
40-Yd	Comp	Nego	Nego	Nego	257.21	715.69	972.90	Nego
42-Yd	Comp	Nego	Nego	Nego	257.21	751.47	1008.68	Nego

Franchise fee percentage 12.00%

Casters	<u>\$16.54</u> per month	Locks	<u>\$1.66</u> per month
Residential Curbside			<u>\$14.27</u> per month
Recycling Curbside			<u>\$7.88</u> per month
Residential and recycling total			<u>\$22.15</u> per month
Additional Trash Cart			<u>\$7.88</u> per month
Additional Recycle Cart			<u>\$2.90</u> per month

EFFECTIVE DATE: 1/1/2026

TOWN HALL PHONE 817-430-0941

APPENDIX A
ALLIED WASTE SERVICES
TOWN OF WESTLAKE
 Franchised City Rates

COMMERCIAL FRONT-LOAD RATES
 PICKUPS PER WEEK

Size	1 X	2 X	3 X	4 X	5 X	6 X	Extra pickup
2-Yd	58.37	91.46	124.54	157.63	190.69	223.79	25.30
3-Yd	71.99	120.64	169.31	217.94	266.58	315.23	26.77
4-Yd	87.58	145.96	204.32	262.69	321.09	379.46	28.25
6-Yd	102.95	194.77	272.43	350.26	428.11	505.94	29.19
8-Yd	151.25	249.08	346.37	443.66	540.97	638.27	30.67

COMMERCIAL ROLLOFF RATES

Size	Type	Delivery	Rental per day	Rental per month	Haul per load	Disposal per load	Total per load	Deposit per container
20-Yd	Open	78.35	3.36	102.14	153.51	167.90	321.41	223.56
30-Yd	Open	78.35	3.36	102.14	153.51	251.85	405.36	223.56
40-Yd	Open	78.35	3.36	102.14	153.51	335.81	489.31	223.56
28-Yd	Comp	Nego	Nego	Nego	153.51	299.00	452.51	Nego
30-Yd	Comp	Nego	Nego	Nego	153.51	320.36	473.87	Nego
35-Yd	Comp	Nego	Nego	Nego	153.51	373.75	527.26	Nego
40-Yd	Comp	Nego	Nego	Nego	153.51	427.14	580.65	Nego
42-Yd	Comp	Nego	Nego	Nego	153.51	448.50	602.01	Nego

Franchise fee percentage 12.00%

Casters \$11.19 per month

Locks \$1.12 per month

Residential Curbside \$9.65 per month

Recycling Curbside \$4.59 per month

Residential and recycling total \$14.24 per month

Additional Trash Cart \$5.33 per month

Additional Recycle Cart \$1.96 per month

EFFECTIVE DATE: 1/1/2021

TOWN HALL PHONE #: 817-430-0941

ALLIED WASTE SERVICES

FRANCHISED CITY RATES

TOWN OF WESTLAKE

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	56.40	88.37	120.33	152.30	184.24	216.22	24.44
3 YD	69.56	116.56	163.58	210.57	257.57	304.57	25.87
4 YD	84.62	141.02	197.41	253.81	310.23	366.63	27.30
6 YD	99.47	188.18	263.22	338.42	413.63	488.83	28.21
8 YD	146.14	240.66	334.66	428.66	522.68	616.69	29.63

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	HAUL PER LD	DISPOSAL PER LD	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	75.71	3.24	148.32	162.23	310.54	216.00
25 YD	OPEN	75.71	3.24	148.32	202.78	351.10	216.00
30 YD	OPEN	75.71	3.24	148.32	243.34	391.65	216.00
35 YD	OPEN	75.71	3.24	148.32	283.89	432.21	216.00
40 YD	OPEN	75.71	3.24	148.32	324.45	472.77	216.00
28 YD	COMP	NEGO	NEGO	148.32	288.89	437.21	NEGO
30 YD	COMP	NEGO	NEGO	148.32	309.53	457.84	NEGO
35 YD	COMP	NEGO	NEGO	148.32	361.11	509.43	NEGO
40 YD	COMP	NEGO	NEGO	148.32	412.70	561.02	NEGO
42 YD	COMP	NEGO	NEGO	148.32	433.34	581.65	NEGO

FRANCHISE FEE PERCENTAGE

12.00%

12.00%

CASTERS: \$10.82 /MONTHLOCKS: \$1.08 /MONTHRESIDENTIAL CURBSIDE: \$8.65 /MONTHRECYCLING CURBSIDE: \$3.89 /MONTHRESIDENTIAL & RECYCLING CURBSIDE TOTAL: \$12.54 /MONTHAdditional Trash Cart \$4.33 /MONTHAdditional Recycle Cart \$1.89 /MONTHEFFECTIVE DATE: 7/1/2018TOWN HALL PHONE #: 817-430-0941

ALLIED WASTE SERVICES

FRANCHISED CITY RATES

TOWN OF WESTLAKE

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	54.76	85.80	116.82	147.86	178.88	209.93	23.73
3 YD	67.54	113.17	158.81	204.44	250.07	295.70	25.12
4 YD	82.15	136.91	191.66	246.41	301.19	355.95	26.50
6 YD	96.57	182.70	255.55	328.57	401.58	474.59	27.38
8 YD	141.89	233.65	324.91	416.18	507.45	598.73	28.77

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	HAUL PER LD	DISPOSAL PER LD	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	73.50	3.15	144.00	157.50	316.57	210.00
25 YD	OPEN	73.50	3.15	144.00	196.88	357.92	210.00
30 YD	OPEN	73.50	3.15	144.00	236.25	399.26	210.00
35 YD	OPEN	73.50	3.15	144.00	275.63	440.60	210.00
40 YD	OPEN	73.50	3.15	144.00	315.00	481.95	210.00
28 YD	COMP	NEGO	NEGO	144.00	280.48	445.70	NEGO
30 YD	COMP	NEGO	NEGO	144.00	300.51	466.73	NEGO
35 YD	COMP	NEGO	NEGO	144.00	350.60	519.32	NEGO
40 YD	COMP	NEGO	NEGO	144.00	400.68	571.91	NEGO
42 YD	COMP	NEGO	NEGO	144.00	420.71	592.95	NEGO

FRANCHISE FEE PERCENTAGE

12.00%

12.00%

CASTERS: \$10.50 /MONTHLOCKS: \$1.05 /MONTH

RESIDENTIAL CURBSIDE:

\$8.40 /MONTH

RECYCLING CURBSIDE:

\$2.89 /MONTH

RESIDENTIAL & RECYCLING CURBSIDE TOTAL:

\$11.29 /MONTH

Additional Trash Cart

\$4.20 /MONTH

Additional Recycle Cart

\$1.84 /MONTHEFFECTIVE DATE: 1/1/2016TOWN HALL PHONE #: 817-430-0941

ALLIED WASTE SERVICES

FRANCHISED CITY RATES

TOWN OF WESTLAKE

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	52.15	81.71	111.26	140.82	170.36	199.93	22.60
3 YD	64.32	107.78	151.25	194.70	238.16	281.62	23.92
4 YD	78.24	130.39	182.53	234.68	286.85	339.00	25.24
6 YD	91.97	174.00	243.38	312.92	382.46	451.99	26.08
8 YD	135.13	222.52	309.44	396.36	483.29	570.22	27.40

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	HAUL PER LD	DISPOSAL PER LD	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	70.00	3.00	137.14	150.00	287.14	200.00
25 YD	OPEN	70.00	3.00	137.14	187.50	324.64	200.00
30 YD	OPEN	70.00	3.00	137.14	225.00	362.14	200.00
35 YD	OPEN	70.00	3.00	137.14	262.50	399.64	200.00
40 YD	OPEN	70.00	3.00	137.14	300.00	437.14	200.00
28 YD	COMP	NEGO	NEGO	137.14	267.12	404.26	NEGO
30 YD	COMP	NEGO	NEGO	137.14	286.20	423.34	NEGO
35 YD	COMP	NEGO	NEGO	137.14	333.90	471.04	NEGO
40 YD	COMP	NEGO	NEGO	137.14	381.60	518.74	NEGO
42 YD	COMP	NEGO	NEGO	137.14	400.68	537.82	NEGO

FRANCHISE FEE PERCENTAGE

12.00%

12.00%

CASTERS: \$10.00 /MONTHLOCKS: \$1.00 /MONTH

RESIDENTIAL CURBSIDE:

\$8.00 /MONTH

RECYCLING CURBSIDE:

\$2.75 /MONTH

RESIDENTIAL & RECYCLING CURBSIDE TOTAL:

\$10.75 /MONTH

Additional Trash Cart

\$4.00 /MONTH

Additional Recycle Cart

\$1.75 /MONTHEFFECTIVE DATE: 5/1/2011TOWN HALL PHONE #: 817-430-0941

ALLIED WASTE SERVICES

FRANCHISED CITY RATES

TOWN OF WESTLAKE

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	52.15	81.71	111.26	140.82	170.36	199.93	22.60
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COMMERCIAL ROLLOFF RATES

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35 YD	OPEN	70.00	3.00	137.14	262.50	399.64	200.00
40 YD	OPEN	70.00	3.00	137.14	300.00	437.14	200.00
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35 YD	COMP	NEGO	NEGO	137.14	333.90	471.04	NEGO
40 YD	COMP	NEGO	NEGO	137.14	381.60	518.74	NEGO
42 YD	COMP	NEGO	NEGO	137.14	400.68	537.82	NEGO

FRANCHISE FEE PERCENTAGE

12.00%

12.00%

CASTERS: \$10.00 /MONTHLOCKS: \$1.00 /MONTH

RESIDENTIAL CURBSIDE:

\$8.00 /MONTH

RECYCLING CURBSIDE:

\$2.75 /MONTH

RESIDENTIAL & RECYCLING CURBSIDE TOTAL:

\$10.75 /MONTH

Additional Trash Cart

\$4.00 /MONTH

Additional Recycle Cart

\$1.75 /MONTHEFFECTIVE DATE: 8/1/2008TOWN HALL PHONE #: 817-430-0941

TRINITY WASTE SERVICES

FRANCHISED CITY RATES

TOWN OF WESTLAKE

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	43.46	68.09	92.72	117.35	141.97	166.61	18.83
3 YD	53.60	89.82	126.04	162.25	198.47	234.68	19.93
4 YD	65.20	108.66	152.11	195.57	239.04	282.50	21.03
6 YD	76.64	145.00	202.82	260.77	318.72	376.66	21.73
8 YD	112.61	185.43	257.87	330.30	402.74	475.18	22.83

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	HAUL PER LD	DISPOSAL PER LD	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	70.00	3.00	114.28	125.00	239.28	200.00
25 YD	OPEN	70.00	3.00	114.28	156.25	270.53	200.00
30 YD	OPEN	70.00	3.00	114.28	187.50	301.78	200.00
35 YD	OPEN	70.00	3.00	114.28	218.75	333.03	200.00
40 YD	OPEN	70.00	3.00	114.28	250.00	364.28	200.00
28 YD	COMP	NEGO	NEGO	114.28	222.60	336.88	NEGO
30 YD	COMP	NEGO	NEGO	114.28	238.50	352.78	NEGO
35 YD	COMP	NEGO	NEGO	114.28	278.25	392.53	NEGO
40 YD	COMP	NEGO	NEGO	114.28	318.00	432.28	NEGO
42 YD	COMP	NEGO	NEGO	114.28	333.90	448.18	NEGO

FRANCHISE FEE PERCENTAGE	12.00%	12.00%
	<u>LOOSE</u>	<u>COMP</u>
DISPOSAL RATE PER YARD	\$5.50	\$7.00
FRANCHISE FEE MARKUP	<u>\$0.75</u>	<u>\$0.95</u>
TOTAL COST PER YARD	\$6.25	\$7.95

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$10.59 PER MONTH (Limit 4 bags)

CASTERS:	<u>\$10.00</u> /MONTH	LOCKS:	<u>\$1.00</u> /MONTH
RESIDENTIAL CURBSIDE:			<u>\$7.00</u> /MONTH
RECYCLING CURBSIDE:			<u>\$1.75</u> /MONTH
RESIDENTIAL & RECYCLING CURBSIDE TOTAL:			<u>\$8.75</u> /MONTH

EFFECTIVE DATE: 1/1/2002 CITY HALL PHONE # : 817 / 491-2411

Distribution Date: 12/04/01

cc: J. Noorlag, J. Lattimore, C. Terry, R. Donaldson, P. Price, J. Sanders, M. Koch, B. Hubbard, Cust. Svs., Sales, E. Holcolmb



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** G.4.
FROM: Dianna Buchanan, Town Secretary, Town Secretary's Office
SUBJECT: Consider and act to excuse Mayor and Council absence(s), if any.

ATTACHMENTS:

None

SUMMARY :

This item will allow consideration to excuse Council Member Gautier's absence from the October 21, 2025, Town Council Meeting.

BACKGROUND AND DISCUSSION:

The absence of Town Council/Board Members from regularly scheduled meetings must be considered for approval to record as excused in the attendance records.

FISCAL IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

Recommend consideration of excusing Council Member Gautier's absence from regular meeting held October 21, 2025.

ACTION OPTIONS:

Motion to Approve as Presented
Motion to Approve with Changes/Conditions

Motion to Deny
Motion to Continue or Table



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** J.1.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Fine Arts Presentation/Recognition (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

None

SUMMARY :

The purpose of this agenda item is to recognize and celebrate the significant advancements being made in the Fine Arts program at Westlake Academy, encompassing both visual and performing arts. These initiatives reflect the Academy's ongoing commitment to fostering creativity, expression, and excellence across the IB continuum. Additionally, these efforts are central to the mission of an IB education which is to offer a challenging academic program that is inclusive of the arts.

BACKGROUND AND DISCUSSION:

Westlake Academy continues to strengthen its Fine Arts offerings through expanded opportunities for students at all grade levels. The growth of the program represents a collective effort by faculty, families, and community partners to ensure that the arts remain a vibrant and integral component of the Academy experience.

Highlights and Recent Accomplishments:

- **Visual Arts – K–12 Gallery Exhibition:**
For the first time, Westlake Academy has curated a campus-wide visual arts display featuring selected student work across the continuum. The gallery, located outside the Town Council Chambers, highlights the creativity and technical growth of students across the IB continuum and stands as a public celebration of artistic achievement within our community.
- **Film Program Expansion and International Recognition:**
Through a generous donation from the Greaves family, Westlake Academy has launched a new IB film program that supports both curricular and extracurricular student work in digital storytelling, editing, and production. We were recently notified that Westlake Academy has been granted an invitation to compete in Paris in January 2026—an elite, invitation-only event that attracts some of the most prestigious IB Film programs in the world. This milestone marks a remarkable achievement for a newly established program.

- **Performing Arts – Fall Musical Production:**
The Academy’s performing arts program continues to reach new heights with its upcoming production of Disney’s *Aladdin*, to be staged at Carroll Senior High School’s auditorium this fall. This production reflects the depth of student talent and the professionalism of the staff leading the effort, while providing a true showcase of collaborative performance.
- **Elementary Music and Community Engagement:**
Our dedicated elementary music program continues to provide regular performances throughout the year. Most recently, elementary students delivered a memorable performance during the Veterans Day Celebration, exemplifying the role of the arts in community connection and civic appreciation.

These accomplishments underscore the Academy’s broader vision to nurture the whole child through balanced, inquiry-driven learning. The integration of Fine Arts into the student experience aligns directly with the IB Learner Profile attributes—encouraging risk-taking, reflection, and open-mindedness. The continued growth of these programs also contributes to the Academy’s reputation for academic and creative excellence on an international scale.

FISCAL IMPACT:

No fiscal action is requested at this time. The Academy will continue to pursue partnerships and grants to help sustain and enhance Fine Arts programming.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

This item is presented for recognition and informational purposes only. Administration extends appreciation to the Fine Arts faculty, parent community, and our amazing students for their ongoing support and investment in the arts at Westlake Academy.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: BRW Architects Presentation (Dr. Kelly Ritchie, Head of School)

AGENDA ITEM NO: J.2.

ATTACHMENTS:

None

SUMMARY :

As part of ongoing efforts to ensure student and staff safety, the Academy has been exploring the feasibility of incorporating storm shelter spaces that meet appropriate standards for severe weather events. During recent facilities planning discussions, this topic was identified as an area needing comprehensive evaluation in light of safety codes and campus master planning.

BACKGROUND AND DISCUSSION:

BRW Architects has conducted an initial assessment of available spaces and new construction options that could provide the necessary protection while aligning with the Academy's existing infrastructure and long-range facilities strategy.

At this meeting, BRW will:

- Present conceptual plans and cost estimates for several possible approaches.
- Discuss pros and cons of each solution, including funding implications and construction logistics.
- Provide an opportunity for Board input and discussion prior to any formal recommendations being developed.

This session will allow the Board to consider how best to address storm shelter needs in the context of both current operational requirements and the future growth of the campus.

FISCAL IMPACT:

No fiscal action is requested at this time. Future financial implications will depend on the selected approach and subsequent project scope development.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

This item is presented for information and discussion only. No Board action is requested at this meeting.

ACTION OPTIONS:

N/A.



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** K.1.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act to approve WA Library Policy Update. (Dr. Kelly Ritchie, Head of School, Katie Estrada, Secondary Library Media Specialist, and Sarah Titus, PYP Library Media Specialist)

ATTACHMENTS:

1. Redline Copy Westlake Academy Library- Collection Development Policy (2025)
2. Westlake Academy Library- Collection Development Policy (Proposed September 1 2025)
FINAL

SUMMARY :

The purpose of this item is to inform the Board of Trustees of the key requirements of Senate Bill 13, how those requirements impact the Academy's library materials and catalog procedures, and to present the modifications made to the Westlake Academy Library Policy to ensure compliance.

BACKGROUND AND DISCUSSION:

Senate Bill 13, enacted by the 89th Texas Legislature and effective September 1, 2025, amends portions of the Texas Education Code and other statutes to impose new requirements on public school library materials, catalog access, and parental rights.

Key provisions of the law include:

- Giving parents access to records relating to their child's library materials checked out from the school library.
- Requiring the school district to adopt and maintain a policy for acquisition of library materials, including procurement and donations, and to ensure board oversight of lists of materials.
- Requiring public posting of proposed library materials (purchased or donated) for at least 30 days, followed by board approval in an open meeting.
- Allowing for the establishment of a Local School Library Advisory Council (SLAC) to assist in reflecting local community values in the library catalog.

- Prohibiting the inclusion of “library material” (defined broadly—books, records, files, digital content, etc.) that contains “profane content” or “indecent content” or is inconsistent with local community values or age-appropriateness.

FISCAL IMPACT:

There are no immediate budget implications tied to this policy update. Ongoing costs may include library systems upgrades (to ensure catalog access and tracking), communications/parent notification systems, and possible staffing/time impacts for review and board-level approval of acquisitions. These costs, if realized, would be incorporated into the upcoming budget planning process.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends Board approval of the revised Library Materials Policy as presented, to bring the Academy into compliance with Senate Bill 13 requirements.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table



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90Library Materials Collection Development Policy

This collection development policy applies to all library materials available for use or display, including the school libraries, classroom libraries, online catalogs, library mobile applications, and any other library catalog accessible to serving students in grades K-12 at Westlake Academy in Westlake, Texas.

Introduction

Westlake Academy is an IB Continuum School where students become compassionate, life-long learners through an internationally-minded, balanced education that empowers students to contribute to our interconnected world.

The Westlake Academy library strives to be the heart of the school and supports the Westlake Academy its mission by:

- Providing students and educators access to physical and digital resources that support the IB curriculum across all three Programmes: Primary Years, Middle Years, and Diploma.
- Fostering a culture of academic and personal reading that values texts representing diverse perspectives and respects students' freedom to read.
- Supporting student development of communication, research, and thinking skills for engaging with physical and digital resources.
- Collaborating locally and globally to create meaningful learning experiences.
- Maintaining a learning environment where students and educators can collaborate, inquire, and create while exemplifying the IB learner profile traits: inquirers, knowledgeable, thinkers, communicators, principled, open-minded, caring, risk-takers, balanced, and reflective.

Statement of Collection Purpose and Goals

The Westlake Academy Library is committed to supporting an International Baccalaureate education by providing a range of age-appropriate materials and resources that provide a global perspective and promote international mindedness, which is developed through the IB Learner Profile traits.



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Selection Objectives

- Enrich and support the Texas Essential Knowledge and Skills (TEKS) and curriculum established by Education Code, §28.002 (relating to Required Curriculum), while taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
- Support the implementation of the International Baccalaureate curriculum for the Primary Years, Middle Years, and Diploma Years Programmes, including the culminating experiences for each program (PYP Exhibition, MYP Personal Project, and DP Extended Essay).
- Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
- Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
- Foster personal inquiry and reading by selecting materials that appeal to a wide range of interests and perspectives appropriate for all grade levels (K-12).
- Represent the ethnic, religious, and cultural groups of the state and their contribution to Texas, the nation, and the world.
- Facilitate student development of international mindedness by selecting materials representing diverse experiences and perspectives.
- Provide materials in a variety of formats (print and electronic), allowing students experience with locating, accessing, and engaging with a range of sources.

Responsibility for Collection Development

Westlake Academy employs two librarians, one for PYP (K-5) and one for MYP & DP (6-12). Both librarians are certified teachers and hold a Masters in Library Science and School Librarian certification. The librarians collaborate to select materials for the Westlake Academy Bradley Library. Library materials are selected cooperatively by the librarian in consultation with the Westlake Academy community (students, teachers, administration, counselors, staff) and with consideration of parent/guardian recommendations.

Communications and Input

The Westlake Academy Bradley Library values transparency, and library services are designed to enable individuals to find information they seek.

The Westlake Academy online catalogs are publicly available on the school's library websites. Catalog records include information about titles and where they can be accessed.



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Westlake Academy's library program seeks to partner with parents by

- Providing the school's current collections development policy on the school website.
- Offering effective communications opportunities and makes information about access to the school library policies available on the Westlake Academy website.

The Westlake Academy library program will offer the following ways for students, parents, educators, and community members to offer feedback on library materials and services by directly contacting the librarians.

Compliance Requirements

Westlake Academy's collection development procedures comply with all applicable local, state, and federal laws and regulations, including:

- Recognizing that parents are the primary decision makers regarding their student's access to library material; therefore, parents have access to their student's circulation records through the library management system.
- Prohibiting the possession, acquisition, and purchase of harmful material, ~~as defined by Penal Code, §43.24,~~ library material rated sexually explicit material by the selling library material vendor under Education Code, §35.002, or library material that is pervasively vulgar or educationally unsuitable ~~as referenced in Pico v. Board of Education, 457 U.S. 853 (1982); Board of Education v. Pico [v. Board of Education], 457 U.S. 853 (1982),~~ library material containing indecent content or profane content, or library material that refers a person to an Internet website containing content prohibited under this subsection, including by use of a link or QR code, as defined by Health and Safety Code, §443.001.
- Recognizing that obscene content is not protected by the First Amendment to the United States Constitution;
- Prohibiting the removal of material based solely on the ideas contained in the material or the personal background of the author of the material or characters in the material.
- ~~Demonstrating a commitment to compliance with the Children's Internet Protection Act (CIPA) as specified in 47 U.S.C. Section 254(h)(5), including technology protection measures:~~
- Demonstrates a commitment to compliance with the Children's Internet Protection Act (Pub. L. No. 106-554), including through the use of technology protection measures, as defined by that Act.
- Implementing library policing with consideration of the voluntary standards (separate from the collection development standards) adopted by the Texas State Library and Archives Commission, in consultation with the State Board of Education.]



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Procedures for Evaluation and Selection

Westlake Academy librarians are delegated the responsibility to evaluate and select library materials.

Westlake Academy librarians evaluate materials to meet the collection purpose and goals, as stated in the *Selection Objectives* section. When evaluating potential items for the library collection, library staff must consider local priorities and school district standards as a framework. Library staff must evaluate materials to ensure that library materials are age appropriate and suitable to the intended campus and student. Library staff should consider the distinct age groups, grade levels, and possible access to materials by all students within campus.

As recommended by the [Texas State Library and Archives Commission \(TSLAC\) Checklist for Collection Development Standards](#), evaluation of materials will include at least two of the following:

1. Consideration of recommendations from parents, guardians, and local community members;
2. Consultation with the school district's educators and library staff and/or consultation with library staff of similarly situated school districts and their collections and collection development policies;
3. An extensive review of the text of item;
4. The context of a work, including consideration of the contextual characteristics, overall fit within existing school library collection, and potential support of the school curriculum; or
5. Consideration of authoritative reviews of the items from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

Additionally, the Westlake Academy teacher librarian applies the selection criteria from the [American Library Association Workbook for Selection Policy Writing](#):

The teacher librarian and any staff members involved in selection of resource materials and acceptance of donated materials shall use the following criteria as a guide:

- *educational significance*
- *contribution the subject matter makes to the curriculum and to the interests of the students*
- *favorable reviews found in standard selection sources*
- *favorable recommendations based on preview and*

- | | |
|---|--|
| <i>examination of materials by professional personnel</i> | <i>viewpoints on controversial issues</i> |
| <ul style="list-style-type: none">● <i>reputation and significance of the author, producer, and publisher</i> | <ul style="list-style-type: none">● <i>high degree of potential user appeal</i> |
| <ul style="list-style-type: none">● <i>validity, currency, and appropriateness of material</i> | <ul style="list-style-type: none">● <i>high artistic quality and/or literary style</i> |
| <ul style="list-style-type: none">● <i>contribution the material makes to breadth of representative</i> | <ul style="list-style-type: none">● <i>quality and variety of format</i> |
| | <ul style="list-style-type: none">● <i>value commensurate with cost and/or need</i> |
| | <ul style="list-style-type: none">● <i>timeliness or permanence</i> |
| | <ul style="list-style-type: none">● <i>integrity</i> |

Procedures for Acquisition

Library staff will seek to acquire materials for the library collection that meet all of the collection development objectives and are selected through the selection and evaluation criteria described in this document. The purchasing of these selected materials will comply with all applicable local and state requirements in the purchase of library materials.

Donated materials may only be added to the collection if the items meet the policy's evaluation and selection criteria and support the district's collection development goals.

When library materials are selected for purchase, a list of all new library materials will be posted on the library website for public input for 30 days. Once the 30 days have passed, the school board will approve the purchase of new materials. The 30-day public input period and board approval only applies to library materials. It does not apply to classroom library materials.

Procedures for Deselection (Weeding) and Reconsideration

Deselection

Westlake Academy biennially appraises the quality of library materials in the school library to ensure the library's goals, objectives, and information needs are serving its school community.

Through the biennial inventory process, the librarians ensure that all library materials are accounted for and that any lost or damaged items are either replaced or removed from the system. This process ensures that the publicly available catalog accurately represents all materials in the library.

During the inventory process and as an ongoing practice, librarians identify materials for deselection. Materials are evaluated based upon copyright dates, physical condition, space



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consideration, and teacher collaboration (curriculum relevance). Any materials that no longer meet the collection development standards or compliance requirements are removed from the collection and weeded from the catalog. Materials are not removed from the collection solely based upon ideas contained in the material or the personal background of the author or characters in the materials.

Reconsideration

The Westlake Academy library has established reconsideration procedures to address concerns about any of the selected materials.

Members of the school community (student, parent ~~parent/guardian~~ or person standing in parental relation to a student, ~~or~~ employee of Westlake Academy, or person residing in the district) may question or express a concern about a material in the library collection first through an informal, then through a formal request for reconsideration.

Informal Reconsideration Request

If a member of the school community questions or expresses a concern about a material in the library collection, the school shall first try to resolve the issue informally.

1. The principal or other appropriate staff shall explain to the questioner the school's selection procedure, criteria, and qualifications of those persons selecting the resource.
2. The principal or other appropriate staff shall explain the particular place the questioned resource occupies in the education program, its intended educational usefulness, and additional information regarding its use, or refer the party to someone who can identify and explain the use of the resource.
3. If the questioner wishes to file a formal challenge, a copy of the "Request for Reconsideration of Library Materials" form shall be handed or emailed to the concerned party concerned by the principal or librarian.

Formal Reconsideration Request

If a response to an informal request for reconsideration has been provided and a member of the school community (student, parent ~~parent/guardian~~ or person standing in parental relation to a student, ~~or~~ employee of Westlake Academy, or person residing in the district) still has a question or concern about a material in the library collection, the individual may file a formal challenge by



WESTLAKE ACADEMY

IB Continuum World School



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submitting a completed “Request for Reconsideration of Library Materials” form to the Head of School.

Once a completed “Request for Reconsideration of Library Materials” form has been received, the Head of School shall initiate the procedures for reviewing and responding to a formal reconsideration request and notify the requester that a response will be given within 90 days of the committee receiving the materials.

The formal reconsideration committee shall consist of the PYP and secondary librarians, the section-level assistant principal (elementary, middle, or high school), the IB coordinator (PYP, MYP, or DP), and a grade-level teacher.

For purposes of this policy, “days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day the committee is provided the materials is “day zero.” The following business day is “day one.”

The principal shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

Within 10 days of appointment of the committee, Westlake Academy shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the reconsidered library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The librarian or professional staff member who selected the material may submit reasons in writing for the selection of the material for consideration by the committee. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within **60** days of Westlake Academy providing the material to the committee members.

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.



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The Head of School, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the committee's report.

If the requester would like to appeal the decision of the reconsideration committee, they must notify the committee within five business days.

Until the school takes action in response to the request for reconsideration, Westlake Academy students will not be allowed to access the material under review.

Levels of appeal

If the requester chooses to appeal the decision made by the reconsideration committee, the reconsideration process may be repeated for each of the following levels:

- Reconsideration committee with section principal
- Head of School
- Board of Trustees

If an item has gone through the recommendation process and remains in the collection, Westlake Academy will not reconsider the item within two calendar years.

Access to Collection

PYP Library (Grades K-5)

Through reader advisory with the PYP librarian, students learn how to select books. Students learn about the spine labels that indicate the target audience (see below), but they have access to the books that align with interests and accessibility.

Kindergarten students have access to books labeled as *Easy* and age-appropriate and accessible books in the nonfiction section, such as animals and sports.

- E: Easy: K and up
- ER: Early Reader: K and up
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Parents/guardians may notify the PYP librarian to request or remove any library access restrictions for their own child.

Secondary Library (MYP and DP, Grades 6-12)

- The books in the secondary library have a color-coded spine label that labels the book as "lower secondary" (light blue) or "upper secondary" (dark blue). The target audience for books labeled as lower secondary is grades 6 and up. The target audience for books labeled as upper secondary is grades 9 and up.
- The target audience for a book is identified by consulting publisher information and reliable book reviews sources for school librarians. Most books in the collection are written for middle and high school students. The few books in the collection that are published and marketed for adults are labeled as "upper secondary."
- Students in grades 6 and 7 may check out books labeled as "lower secondary." 6th and 7th grade parents may grant permission for their student to have full access to the collection, including books labeled as "upper secondary" by completing a form sent annually by the secondary librarian to families of 6th and 7th grade students.
- Beginning in 8th grade, most students become interested and ready for books written for high school students; however, each student develops at their own pace and their interest for high school books may depend on genre. Therefore, in 8th grade, we do not require students to have a parent permission slip on file to check out high school books. We advise students to take into consideration their personal interests and comfort level, as well as the guidance their family has provided on other forms of content like music, movies, and television.
- Parents/ guardians may notify the MYP/ DP librarian to request or remove any library access restrictions for their own child.

Policy Implementation and Updates

The Westlake Academy Board of Trustees is ultimately responsible for operations of the district's school library programs and must approve the collections development policy. The authority for implementing the approved policy is delegated by the superintendent to the professional



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personnel of Westlake Academy for the selection of library materials in compliance with the approved policy. Westlake Academy's collection development policy will be reviewed every three years and updated as necessary.

Westlake Academy is responsible for ensuring its libraries implement and adhere to these collection development standards.

Date of School Board Adoption: TBD



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Library Materials Collection Development Policy

This collection development policy applies to all library materials available for use or display, including the school libraries, classroom libraries, online catalogs, library mobile applications, and any other library catalog accessible to students in grades K-12 at Westlake Academy in Westlake, Texas.

Introduction

Westlake Academy is an IB Continuum School where students become compassionate, life-long learners through an internationally-minded, balanced education that empowers students to contribute to our interconnected world.

The Westlake Academy library strives to be the heart of the school and supports the Westlake Academy its mission by:

- Providing students and educators access to physical and digital resources that support the IB curriculum across all three Programmes: Primary Years, Middle Years, and Diploma.
- Fostering a culture of academic and personal reading that values texts representing diverse perspectives and respects students' freedom to read.
- Supporting student development of communication, research, and thinking skills for engaging with physical and digital resources.
- Collaborating locally and globally to create meaningful learning experiences.
- Maintaining a learning environment where students and educators can collaborate, inquire, and create while exemplifying the IB learner profile traits: inquirers, knowledgeable, thinkers, communicators, principled, open-minded, caring, risk-takers, balanced, and reflective.

Statement of Collection Purpose and Goals

The Westlake Academy Library is committed to supporting an International Baccalaureate education by providing a range of age-appropriate materials and resources that provide a global perspective and promote international mindedness, which is developed through the IB Learner Profile traits.



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Selection Objectives

- Enrich and support the Texas Essential Knowledge and Skills (TEKS) and curriculum established by Education Code, §28.002 (relating to Required Curriculum), while taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
- Support the implementation of the International Baccalaureate curriculum for the Primary Years, Middle Years, and Diploma Years Programmes, including the culminating experiences for each program (PYP Exhibition, MYP Personal Project, and DP Extended Essay).
- Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
- Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
- Foster personal inquiry and reading by selecting materials that appeal to a wide range of interests and perspectives appropriate for all grade levels (K-12).
- Represent the ethnic, religious, and cultural groups of the state and their contribution to Texas, the nation, and the world.
- Facilitate student development of international mindedness by selecting materials representing diverse experiences and perspectives.
- Provide materials in a variety of formats (print and electronic), allowing students experience with locating, accessing, and engaging with a range of sources.

Responsibility for Collection Development

Westlake Academy employs two librarians, one for PYP (K-5) and one for MYP & DP (6-12). Both librarians are certified teachers and hold a Masters in Library Science and School Librarian certification. The librarians collaborate to select materials for the Westlake Academy Bradley Library. Library materials are selected cooperatively by the librarian in consultation with the Westlake Academy community (students, teachers, administration, counselors, staff) and with consideration of parent/guardian recommendations.

Communications and Input

The Westlake Academy Bradley Library values transparency, and library services are designed to enable individuals to find information they seek.

The Westlake Academy online catalogs are publicly available on the school's library websites. Catalog records include information about titles and where they can be accessed.



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Westlake Academy's library program seeks to partner with parents by

- Providing the school's current collections development policy on the school website.
- Offering effective communications opportunities and makes information about access to the school library policies available on the Westlake Academy website.

The Westlake Academy library program will offer the following ways for students, parents, educators, and community members to offer feedback on library materials and services by directly contacting the librarians.

Compliance Requirements

Westlake Academy's collection development procedures comply with all applicable local, state, and federal laws and regulations, including:

- Recognizing that parents are the primary decision makers regarding their student's access to library material; therefore, parents have access to their student's circulation records through the library management system.
- Prohibiting the possession, acquisition, and purchase of harmful material, library material rated sexually explicit material by the selling library material vendor under Education Code, §35.002, or library material that is pervasively vulgar or educationally unsuitable as referenced in Board of Education v. Pico [v. Board of Education], 457 U.S. 853 (1982), library material containing indecent content or profane content, or library material that refers a person to an Internet website containing content prohibited under this subsection, including by use of a link or QR code, as defined by Health and Safety Code, §443.001.
- Recognizing that obscene content is not protected by the First Amendment to the United States Constitution;
- Prohibiting the removal of material based solely on the ideas contained in the material or the personal background of the author of the material or characters in the material.
- Demonstrates a commitment to compliance with the Children's Internet Protection Act (Pub. L. No. 106-554), including through the use of technology protection measures, as defined by that Act.
- Implementing library policing with consideration of the voluntary standards (separate from the collection development standards) adopted by the Texas State Library and Archives Commission, in consultation with the State Board of Education.]

Procedures for Evaluation and Selection

Westlake Academy librarians are delegated the responsibility to evaluate and select library materials.

Westlake Academy librarians evaluate materials to meet the collection purpose and goals, as stated in the *Selection Objectives* section. When evaluating potential items for the library collection, library staff must consider local priorities and school district standards as a framework. Library staff must evaluate materials to ensure that library materials are age appropriate and suitable to the intended campus and student. Library staff should consider the distinct age groups, grade levels, and possible access to materials by all students within campus.

As recommended by the [*Texas State Library and Archives Commission \(TSLAC\) Checklist for Collection Development Standards*](#), evaluation of materials will include at least two of the following:

1. Consideration of recommendations from parents, guardians, and local community members;
2. Consultation with the school district's educators and library staff and/or consultation with library staff of similarly situated school districts and their collections and collection development policies;
3. An extensive review of the text of item;
4. The context of a work, including consideration of the contextual characteristics, overall fit within existing school library collection, and potential support of the school curriculum; or
5. Consideration of authoritative reviews of the items from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

Additionally, the Westlake Academy teacher librarian applies the selection criteria from the [*American Library Association Workbook for Selection Policy Writing*](#):

The teacher librarian and any staff members involved in selection of resource materials and acceptance of donated materials shall use the following criteria as a guide:

- *educational significance*
- *contribution the subject matter makes to the curriculum and to the interests of the students*
- *favorable reviews found in standard selection sources*
- *favorable recommendations based on preview and*

*examination of materials by
professional personnel*

- *reputation and significance of
the author, producer, and
publisher*
- *validity, currency, and
appropriateness of material*
- *contribution the material makes
to breadth of representative*

*viewpoints on controversial
issues*

- *high degree of potential user
appeal*
- *high artistic quality and/or
literary style*
- *quality and variety of format*
- *value commensurate with cost
and/or need*
- *timeliness or permanence*
- *integrity*

Procedures for Acquisition

Library staff will seek to acquire materials for the library collection that meet all of the collection development objectives and are selected through the selection and evaluation criteria described in this document. The purchasing of these selected materials will comply with all applicable local and state requirements in the purchase of library materials.

Donated materials may only be added to the collection if the items meet the policy's evaluation and selection criteria and support the district's collection development goals.

When library materials are selected for purchase, a list of all new library materials will be posted on the library website for public input for 30 days. Once the 30 days have passed, the school board will approve the purchase of new materials. The 30-day public input period and board approval only applies to library materials. It does not apply to classroom library materials.

Procedures for Deselection (Weeding) and Reconsideration

Deselection

Westlake Academy biennially appraises the quality of library materials in the school library to ensure the library's goals, objectives, and information needs are serving its school community.

Through the biennial inventory process, the librarians ensure that all library materials are accounted for and that any lost or damaged items are either replaced or removed from the system. This process ensures that the publicly available catalog accurately represents all materials in the library.

During the inventory process and as an ongoing practice, librarians identify materials for deselection. Materials are evaluated based upon copyright dates, physical condition, space



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consideration, and teacher collaboration (curriculum relevance). Any materials that no longer meet the collection development standards or compliance requirements are removed from the collection and weeded from the catalog. Materials are not removed from the collection solely based upon ideas contained in the material or the personal background of the author or characters in the materials.

Reconsideration

The Westlake Academy library has established reconsideration procedures to address concerns about any of the selected materials.

Members of the school community (student, parent or person standing in parental relation to a student, employee of Westlake Academy, or person residing in the district may question or express a concern about a material in the library collection first through an informal, then through a formal request for reconsideration.

Informal Reconsideration Request

If a member of the school community questions or expresses a concern about a material in the library collection, the school shall first try to resolve the issue informally.

1. The principal or other appropriate staff shall explain to the questioner the school's selection procedure, criteria, and qualifications of those persons selecting the resource.
2. The principal or other appropriate staff shall explain the particular place the questioned resource occupies in the education program, its intended educational usefulness, and additional information regarding its use, or refer the party to someone who can identify and explain the use of the resource.
3. If the questioner wishes to file a formal challenge, a copy of the "Request for Reconsideration of Library Materials" form shall be handed or emailed to the concerned party concerned by the principal or librarian.

Formal Reconsideration Request

If a response to an informal request for reconsideration has been provided and a member of the school community (student, parent or person standing in parental relation to a student, employee of Westlake Academy, or person residing in the district)) still has a question or concern about a material in the library collection, the individual may file a formal challenge by submitting a completed "Request for Reconsideration of Library Materials" form to the Head of School.



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Once a completed “Request for Reconsideration of Library Materials” form has been received, the Head of School shall initiate the procedures for reviewing and responding to a formal reconsideration request and notify the requester that a response will be given within 90 days of the committee receiving the materials.

The formal reconsideration committee shall consist of the PYP and secondary librarians, the section-level assistant principal (elementary, middle, or high school), the IB coordinator (PYP, MYP, or DP), and a grade-level teacher.

For purposes of this policy, “days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day the committee is provided the materials is “day zero.” The following business day is “day one.”

The principal shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

Within 10 days of appointment of the committee, Westlake Academy shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the reconsidered library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The librarian or professional staff member who selected the material may submit reasons in writing for the selection of the material for consideration by the committee. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within 60 days of Westlake Academy providing the material to the committee members.

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If the requester would like to appeal the decision of the reconsideration committee, they must notify the committee within five business days.

Until the school takes action in response to the request for reconsideration, Westlake Academy students will not be allowed to access the material under review.

Levels of appeal

If the requester chooses to appeal the decision made by the reconsideration committee, the reconsideration process may be repeated for each of the following levels:

- Reconsideration committee with section principal
- Head of School
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If an item has gone through the recommendation process and remains in the collection, Westlake Academy will not reconsider the item within two calendar years.

Access to Collection

PYP Library (Grades K-5)

Through reader advisory with the PYP librarian, students learn how to select books. Students learn about the spine labels that indicate the target audience (see below), but they have access to the books that align with interests and accessibility.

Kindergarten students have access to books labeled as *Easy* and age-appropriate and accessible books in the nonfiction section, such as animals and sports.

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- The books in the secondary library have a color-coded spine label that labels the book as "lower secondary" (light blue) or "upper secondary" (dark blue). The target audience for books labeled as lower secondary is grades 6 and up. The target audience for books labeled as upper secondary is grades 9 and up.
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- Parents/ guardians may notify the MYP/ DP librarian to request or remove any library access restrictions for their own child.

Policy Implementation and Updates

The Westlake Academy Board of Trustees is ultimately responsible for operations of the district's school library programs and must approve the collections development policy. The authority for implementing the approved policy is delegated by the superintendent to the professional



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personnel of Westlake Academy for the selection of library materials in compliance with the approved policy. Westlake Academy's collection development policy will be reviewed every three years and updated as necessary.

Westlake Academy is responsible for ensuring its libraries implement and adhere to these collection development standards.

Date of School Board Adoption: TBD



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** K.2.
FROM: Cayce Lay Lamas, Finance Director, Westlake Academy
SUBJECT: Discuss, consider and act to approve WA Resolution 25-28 Approving the Westlake Academy Audit for FY 2024-2025. (Cayce Lay Lamas, Finance Director)

ATTACHMENTS:

1. WA Res 25-28 Approve FY2025 Audit

SUMMARY :

The Texas Education Code §44.008 requires an annual financial and compliance audit be conducted by independent certified public accountant (CPA) and reported to the Texas Education Agency (TEA) within 150 days of the fiscal year end. The Town engaged Macias, Gini, & O'Connell, LLP, accounting firm (MGO) to conduct the Westlake Academy's audit for fiscal 2024-2025. The final audit report will be available by November 14, 2025, shared with the Board of Trustees at that time, and available to submit to TEA by the original prescribed deadline.

Highlights of the FY2025 AFR include:

- The liabilities and deferred inflows of the Academy exceeded its assets and deferred outflows (net position) at June 30, 2025 by \$2,790,245.
- The Academy's total net position increased by \$615,441.
- The Academy reported \$13,029,029 in expenses related to governmental activities, of which \$5,597,923 of these expenses were offset by program-specific charges for services or grants and contributions.
- At the end of the fiscal year, the general fund reported a fund balance of \$2,504,594, a decrease of \$264,800.

BACKGROUND AND DISCUSSION:

One of the main objectives for the Finance Department is to provide the Board of Trustees with an annual financial report (AFR) for Westlake Academy for review, discussion, and approval. In compliance with Texas Education Code, TEA's Financial Accountability System Resource Guide (FASRAG), Governmental Accounting Standards Board (GASB), and Generally Accepted Auditing Standards (GAAS), the purpose of the AFR is provide useful and transparent information on the financial position of the Academy, at both the government-wide and general fund levels. The FY2025

AFR presents the financial statements fairly with no material misstatements by the Academy's auditors, MGO.

Independent auditors are engaged to review internal controls as a test of accuracy, completeness, and compliance. MGO, as a new auditor for the Academy, was specifically tasked by the Finance Department to go beyond the standard audit procedures and provide feedback to staff on how to improve efficiency and align with best practices, as practicable. As a result, MGO identified six (6) findings, or opportunities for improvement, that staff has reviewed and already addressed through adjusting journal entries or updated standard operating procedures. The findings identified were not deemed material weaknesses. The findings and required responses are included in the agenda packet.

Upon the Board certifying its approval, the final audit report will be available to submit to TEA prior to the statutory November 27, 2025, deadline; however, actual submission will be dependent on the TEA's Audit 2.0 application in TEAL becoming available in mid-January. In a letter dated October 16, 2025, TEA officially revised the deadline to February 27, 2026, for the FY2025 audit reports. Staff will notify the Board of Trustees when the report is submitted to TEA.

FISCAL IMPACT:

There is no direct fiscal impact on this item, however, timely submittal of the approved audit is a requirement to receive to state funds.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends acceptance and approval of the fiscal year 2024-2025 annual financial report.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

WESTLAKE ACADEMY

RESOLUTION NO. 25-28

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING THE FISCAL YEAR 2024-2025 ANNUAL AUDIT REPORT FROM MACIAS, GINI, & O'CONNELL, LLP, CERTIFIED PUBLIC ACCOUNTANTS.

WHEREAS, under Title 19 Chapter 109.23(d) of the Texas Administrative Code, the district must hire at its own expense an independent auditor to conduct an independent audit of its financial statements and provide an opinion on its Annual Financial Report, and

WHEREAS, under Section 44.008(d) of the Texas Education Code, the annual financial audit is due no later than the 150th day after the end of the fiscal year (November 27th for the June 30th fiscal year), and

WHEREAS, the audit report must be approved by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

SECTION 1: That all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the Board of Trustees of Westlake Academy does hereby approve the Fiscal Year 2024-2025 annual audit report from Macias, Gini, & O'Connell, LLP, Certified Public Accountants attached hereto as ***Exhibit "A"***.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Board of Trustees hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 18th DAY OF NOVEMBER 2025.

Kim Greaves, President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Head of School

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: November 18, 2025 **AGENDA ITEM NO:** K.3.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider, and act to amend the Westlake Academy Code of Conduct to align expulsion parameters with Board policy and the Texas Education Code. (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

1. Westlake Academy - Redline revisions to 25-26 Code of Conduct
2. Westlake Academy - Proposed 25-26 Code of Conduct

SUMMARY :

The purpose of this item is to present a proposed revision to the Westlake Academy Student Code of Conduct to ensure alignment with Texas Education Code §12.131 and related Board policy governing student discipline and expulsion procedures for open-enrollment charter schools.

BACKGROUND AND DISCUSSION:

During a recent disciplinary incident involving an expellable offense, administration identified a gap in the Academy's current Code of Conduct. While the behavior warranted expulsion under the Texas Education Code, the specific conduct was not expressly listed as an expellable offense in the Academy's document.

Under Texas Education Code §12.131, an open-enrollment charter school may expel a student only for reasons expressly permitted under Chapter 37 of the Education Code or for reasons explicitly included in the school's Code of Conduct. If an expellable offense is not clearly specified in the Code, a subsequent expulsion decision may be subject to legal challenge or deemed noncompliant with state law.

To maintain compliance and ensure due process, the Code of Conduct must outline behaviors that may result in expulsion, whether those are state-mandated or locally adopted under Board authority.

FISCAL IMPACT:

None. Adoption of the revised Code of Conduct does not create a fiscal impact.

LEGAL REVIEW:

Yes.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the revised Student Code of Conduct, effective immediately, to ensure compliance with Texas Education Code §12.131 and to identify expellable offenses consistent with Chapter 37 and Board policy.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

Redline of revisions to Code of Conduct:

(at page 136) Revisions to Leveled Behaviors & Suggested Consequences:

Level IV	Level IV offenses are primarily misconduct that results in expulsion from the student's home school district. They include the following categories: weapons use, violence, sexual misconduct, substance misconduct, substance abuse, retaliation, mistreatment of others, and other misconduct. To view a detailed list of the Chapter 37 Offenses, click here. Level IV offenses can include repeated offenses from any lower level. The following Level IV offenses may result in expulsion from Westlake Academy to the student's school district of residence. Possession of a firearm on campus or bringing a firearm onto school property or a school-sponsored or school-related activity. Engages in conduct involving a public school that contains the elements of the offense of false alarm or report under Penal Code 42.06, or terroristic threat under Penal Code 22.07. Engages in any of the following conduct on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property: - Engages in conduct punishable as a felony. - Engages in conduct that contains the elements of assault, under Penal Code 22.01(a)(1). - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of: • A controlled substance, as defined by the Texas Controlled Substances Act, Health and Safety Code Chapter 481, or by 21 U.S.C. 801, et seq., excluding marijuana, as defined by Health and Safety Code 481.002, or tetrahydrocannabinol, as defined by Department of Public Safety rule; • A dangerous drug, as defined by the Texas Dangerous Drug Act, Health and Safety Code Chapter 483. - Possesses, uses, or is under the influence of, or sells, gives, or delivers to another person marijuana or tetrahydrocannabinol, as defined above; - Possesses, uses, sells, gives, or delivers to another person an e-cigarette, as defined by Health and Safety Code 161.081; - Sells, gives, or delivers to another person an alcoholic beverage, as defined by Alcoholic Beverage Code 1.04, or commits a serious act or offense while under the influence of alcohol, or possesses, uses, or is under the influence of an alcoholic beverage. - Engages in conduct that contains the elements of an offense relating to an abusable volatile chemical under Health and Safety Code 485.031 through 485.034. - Engages in conduct that contains the elements of the offense of public lewdness under Penal Code 21.07. - Engages in conduct that contains the elements of the offense of indecent exposure under Penal Code 21.08. - Engages in conduct that contains the elements of the offense of harassment under Penal Code 42.07(a)(1), (2), (3), or (7) against an employee of the district. - Engages in conduct that contains the elements of the offense of unlawfully carrying weapons under Penal Code 46.02 or elements of an offense relating to prohibited weapons under Penal Code 46.05; - Engages in conduct that contains the elements of the offense of aggravated assault, sexual assault, aggravated sexual assault, arson, murder, capital murder, criminal attempt to commit murder or capital murder, indecency with a child, aggravated kidnapping, aggravated robbery, manslaughter, criminally negligent homicide, or continuous sexual abuse of a young child or disabled individual, as those offenses are defined in the Penal Code; or Engages in conduct on or off school property containing the elements of retaliation under Penal Code 36.06, against any school employee. Engages in conduct occurring off campus and while the student is not in attendance at a school-sponsored or school-related activity if:
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	The student receives deferred prosecution under Family Code 53.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03; A court or jury finds that the student has engaged in delinquent conduct under Family Code 54.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03; or The Head of School or designee has a reasonable belief that the student has engaged in conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03. Membership in or solicitation to join a public school fraternity, sorority, secret society, or gang. Engages in conduct that contains the elements of the offense of breach of computer security under Penal Code 33.02 if: (1) the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and (2) the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system. Engaging in a Level III offense on two or more occasions.
Considerations	Behaviors and consequences listed in the table above are not limited to the examples provided above. All behaviors and consequences will be determined based on the considerations listed in the Westlake Academy Student Code of Conduct, adherence to <u>Federal and State law</u> and local policy, and law, and providing restorative ways of managing discipline. Consequences are determined and assigned <u>based on the circumstances related to each incident</u> and may include one or more listed options.

(at page 140) EXPULSION PROCEDURES

Students who engage in conduct identified as a Level IV offense or engage in conduct that constitutes a Level III offense on two or more occasions ~~persistent conduct identified as a Level II Level III offense~~ may be subject to expulsion from Westlake Academy. Students are expelled to their school district of residence.

(at page 136) Revisions to Leveled Behaviors & Suggested Consequences:

Level IV	The following Level IV offenses may result in expulsion from Westlake Academy to the student's school district of residence. Possession of a firearm on campus or bringing a firearm onto school property or a school-sponsored or school-related activity. Engages in conduct involving a public school that contains the elements of the offense of false alarm or report under Penal Code 42.06, or terroristic threat under Penal Code 22.07. Engages in any of the following conduct on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property: - Engages in conduct punishable as a felony. - Engages in conduct that contains the elements of assault, under Penal Code 22.01(a)(1). - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of: • A controlled substance, as defined by the Texas Controlled Substances Act, Health and Safety Code Chapter 481, or by 21 U.S.C. 801, et seq., excluding marijuana, as defined by Health and Safety Code 481.002, or tetrahydrocannabinol, as defined by Department of Public Safety rule; • A dangerous drug, as defined by the Texas Dangerous Drug Act, Health and Safety Code Chapter 483. - Possesses, uses, or is under the influence of, or sells, gives, or delivers to another person marijuana or tetrahydrocannabinol, as defined above; - Possesses, uses, sells, gives, or delivers to another person an e-cigarette, as defined by Health and Safety Code 161.081; - Sells, gives, or delivers to another person an alcoholic beverage, as defined by Alcoholic Beverage Code 1.04, or commits a serious act or offense while under the influence of alcohol, or possesses, uses, or is under the influence of an alcoholic beverage. - Engages in conduct that contains the elements of an offense relating to an abusable volatile chemical under Health and Safety Code 485.031 through 485.034. - Engages in conduct that contains the elements of the offense of public lewdness under Penal Code 21.07. - Engages in conduct that contains the elements of the offense of indecent exposure under Penal Code 21.08. - Engages in conduct that contains the elements of the offense of harassment under Penal Code 42.07(a)(1), (2), (3), or (7) against an employee of the district. - Engages in conduct that contains the elements of the offense of unlawfully carrying weapons under Penal Code 46.02 or elements of an offense relating to prohibited weapons under Penal Code 46.05; - Engages in conduct that contains the elements of the offense of aggravated assault, sexual assault, aggravated sexual assault, arson, murder, capital murder, criminal attempt to commit murder or capital murder, indecency with a child, aggravated kidnapping, aggravated robbery, manslaughter, criminally negligent homicide, or continuous sexual abuse of a young child or disabled individual, as those offenses are defined in the Penal Code; or - Engages in conduct on or off school property containing the elements of retaliation under Penal Code 36.06, against any school employee. - Engages in conduct occurring off campus and while the student is not in attendance at a school-sponsored or school-related activity if: - The student receives deferred prosecution under Family Code 53.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03; - A court or jury finds that the student has engaged in delinquent conduct under Family Code 54.03 for conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03; or
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	The Head of School or designee has a reasonable belief that the student has engaged in conduct defined as a felony offense in Penal Code Title 5 or the felony offense of aggravated robbery under Penal Code 29.03. Membership in or solicitation to join a public school fraternity, sorority, secret society, or gang. Engages in conduct that contains the elements of the offense of breach of computer security under Penal Code 33.02 if: (1) the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and (2) the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system. Engaging in a Level III offense on two or more occasions.
Considerations	All behaviors and consequences will be determined based on the considerations listed in the Westlake Academy Student Code of Conduct, adherence to Federal and State law and local policy, and providing restorative ways of managing discipline. Consequences are determined and assigned based on the circumstances related to each incident and may include one or more listed options.

(at page 140) EXPULSION PROCEDURES

Students who engage in conduct identified as a Level IV offense or engage in conduct that constitutes a Level III offense on two or more occasions may be subject to expulsion from Westlake Academy. Students are expelled to their school district of residence.