#### PUBLIC NOTICE OF MEETING



## WOODWAY CITY COUNCIL

AUGUST 11, 2025 - 5:30 P.M.

TAKE NOTICE THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF WOODWAY, TEXAS, WILL BE HELD IN THE DONALD J. BAKER COUNCIL CHAMBERS AT WOODWAY CITY HALL, 922 ESTATES DRIVE, WOODWAY, TEXAS, COMMENCING AT 5:30 P.M. ON MONDAY, AUGUST 11, 2025, TO CONSIDER AND ACT UPON ANY LAWFUL SUBJECT WHICH MAY COME BEFORE IT INCLUDING, AMONG OTHERS, THE ITEMS LISTED BELOW.

#### **AGENDA**

#### **CALL MEETING TO ORDER**

#### **INVOCATION**

- 1. Invocation
- 2. Pledge of Allegiance

## **PUBLIC COMMENT**

3. The City Council invites citizens to address the Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to Public Hearings will be heard when the specific hearing starts. Please limit your comments to three (3) minutes per Resolution R-87-11. The Council is not permitted to take any action or discuss any item not listed on the agenda. When called to speak, please state your name and address, and if speaking on a specific agenda item, state the item before beginning your comments.

#### **PRESENTATIONS**

- 4. Presentation of Yard of the Month for August
- 5. Quarterly presentation Community Services and Development's report regarding progress on new construction, anticipated completion dates and the issuance of certificates of occupancy, and inspection statistics for the third quarter of FY 2025
- 6. Quarterly presentation Finance Department's report regarding general fund revenues and expenses, utility fund revenues and expenses, and tourism fund revenues and expenses for the third quarter of FY 2025

#### WOODWAY CITY COUNCIL AGENDA

Page 2

August 11, 2025 - 5:30 P.M.

#### ITEMS FOR INDIVIDUAL DISCUSSION, CONSIDERATION AND/OR ACTION

- 7. Discussion and consider action on negotiating new garbage-and-recycling-collection rates and services with Frontier Access, LLC, due to the anticipated closing of the Waco landfill during fiscal year 2025-2026 and authorizing the City Manager to execute any documents in connection therewith
- 8. Discussion and consider action on Resolution R-25-08, accepting a fifty-thousand dollar (\$50,000) grant from the National Fitness Campaign (NFC) to install an outdoor fitness court and confirming the City's intent to allocate matching funds for the project, and authorizing the City Manager to execute any documents in connection therewith.
- 9. Discussion and consider action on future use of the old Woodway Family Center building site

## **CONSENT AGENDA**

- 10. A. Discussion and consider action on minutes of the regular City Council meeting held July 14, 2025, at 5:30 p.m.
  - B. Discussion and consider action on appointment to the Woodway Youth Commission
- 11. Discussion and consider action on Consent Agenda

# ITEMS RELATED TO PROPOSED FY 2026 ANNUAL BUDGET AND PROPOSED 2025AD VALOREM TAX RATE

- 12. Discussion and consider action on acceptance of 2025 ad valorem tax values as certified by the McLennan Central Appraisal District Board of Directors and delivered to the City of Woodway on July 23, 2025
- Follow-up discussion on proposed annual budget and proposed ad valorem tax rate, and consensus on proposed tax rate
- 14. Discussion and consider action on proposal to place an action item on a future meeting agenda for the purpose of adopting a 2025 ad valorem tax rate
- Discussion and consider action on setting the date, time and place for the required public hearing on the proposed 2025 ad valorem tax rate

#### **EXECUTIVE SESSION**

Notice is hereby given that the City Council will go into Executive Session in accordance with the following provisions of the Government Code: Sec. 551.074(a)(1), the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a city officer or employee (evaluation of the City Manager)

## WOODWAY CITY COUNCIL AGENDA

Page 3

August 11, 2025 - 5:30 P.M.

#### OPEN SESSION AND RELATED ACTION

17. Discussion and consider action on Resolution R-25-12 amending the City Manager's employment agreement and approving a City Manager Severance Agreement

## **CITY MANAGER AND CITY COUNCIL REPORTS**

- 18. City Manager's Report (Briefings or updates may be provided regarding City services, administrative/personnel matters, real estate/development, infrastructure, events, regulations, community and intergovernmental relations issues.)
- 19. City Council Reports (Briefings or updates may be provided regarding City Council committee and liaison assignments.)

#### **CLOSING ITEM**

20. Consider action on adjournment

The City Council may go into Executive Session on any item listed on the agenda in accordance with Chapter 551 of the Texas Government Code.

Councilmembers unable to attend in person may participate via videoconference in accordance with Chapter 551 of the Texas Government Code.

I certify that the above notice of meeting was posted at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on the 8<sup>th</sup> day of August 2025 at 5:00 p.m.

Donna Barkley, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (254) 772-4480 or FAX (254) 772-0695 for further information.

# Community Services & Development Department

# **Quarterly Report**

August 11, 2025

WOODW\$Y

1

311 Heather Run



315 Heather Run



WOODW\$Y



Quail Valley Dr.



38 Pinehurst Dr.



Turnberry Dr.



WOODW\$Y

3

60 Cedar Creek



WOODW\$Y





16010 Torrey Springs



17038 Star Canyon



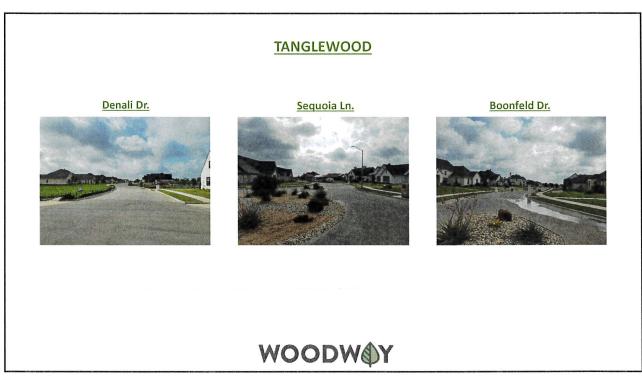
WOODW\$Y

5

17000 Ransom Canyon



WOODW\$Y



7







321 Rainbow



WOODW\$Y

9

13701 Woodway., Bldg 1 Restaurant



WOODW\$Y

9108 Jordan Ln., Bldg 6 (Dentist, Suite 6)



9108 Jordan Ln., Bldg 6 (Kid's Strong, Suite 601)



9108 Jordan Ln., Bldg 3 (Shell Building)



WOODW\$Y

11

16401 BADGER RANCH (CHIROPRACTOR)



9205 OAK CREEK (BANK)



203 COLONNADE (DOGS WAGS GROOMING)



WOODW\$Y

# **QUARTERLY FIGURES ATTACHED**

WOODW\$Y

# **QUARTERLY INSPECTION TALLY**

Date Range: APRIL through JUNE

BUILDI	NG	PLUMBING	G ,
Piers:	1	Water Heater:	6
Foundation:	7	Rough:	31
Framing:	31	Shower Pan:	15
Insulation:	20	Top Out:	15
Sheath/Tyvek/Tie:	12	Yard Lines:	22
Wind-bracing:	13	Custom. Svc Insp:	10
Final:	36	Final:	18
Retaining Wall:	0		
		WINDOW	S
IRRIGAT	TION	Energy Efficiency:	5
Backflow:	0		
•		ELECTRICA	<b>L</b>
POO	L	Temp. Pole:	24
Reinforcing:	16	Rough:	42
Plumbing/Elec:	4	Underg./Overhead	19
Final:	3	Permanent Svc:	5
•		Final:	32
MECHAN	NICAL	Commercial Rls:	4
Rough:	16		
Final:	18	DRIVE APPRO	ACH
	A	Pre-pour:	26
GAS	5		
Rough:	10	SUBDIVISIO	ON
Final:	15	Stormwater:	2
		TECH ASSIST:	0
		INSPECTION TOTAL:	478
		L	
	CERTIFICATES OF	OCCUPANCY ISSUED	
RESIDENTIAL:	<u>5</u>	COMMERCIAL:	<u>0</u>



# City of Woodway Financial/Performance Report Nine Months Ended June 30, 2025

City Manager Adam Niolet, CPM, ICMA-CM

Assistant City Manager Jennifer Rogers, TRMC

Finance Director Brenda Hernandez, CPA, CPM

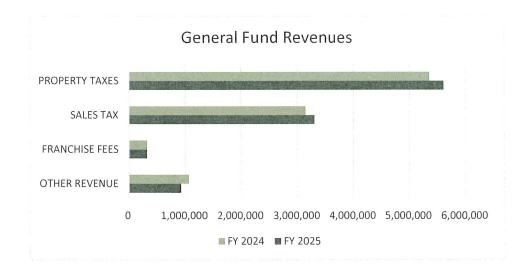


# **General Fund Revenues**

		F	Y 2	2025		FY 2024						
Revenue Source		BUDGET		YTD	%	В	UDGET		YTD	%		
PROPERTY TAXES												
Property Taxes	\$	5,680,115	\$	5,567,484	98%	\$	5,258,307	\$	5,310,701	101%		
1 Delinquent Property Taxes		15,000		16,633	111%		15,000		5,368	36%		
1 Interest & Penalties		35,000		29,870	85%		20,000		43,619	218%		
Total Property Taxes	\$	5,730,115	\$	5,613,988	98%	\$	5,293,307	\$	5,359,688	101%		
SALES TAX	~	3,730,223	۲	3,023,500	3070	7	0,200,007	7	0,000,000	101/0		
	۲.	2 005 000	۲.	2 214 775	770/	۲.	2 005 000	۲	2 104 607	720/		
Sales Tax (1%)	\$	2,885,000	\$	2,214,775	77%	\$	2,885,000	\$	2,104,607	73%		
Sales Tax (.5%)		1,440,000		1,107,388	77%		1,440,000		1,052,304	73%		
2 Sales Tax/380 Rebates		(20,000)		(22,207)	111%		(15,000)	na waten a	(11,981)	0%		
Total Sales Tax	\$	4,305,000	\$	3,299,956	77%	\$	4,310,000	\$	3,144,929	73%		
FRANCHISE FEES												
Oncor Electric Franchise	\$	375,000	\$	4,665	1%	\$	370,800	\$	703	0%		
Telecommunication Franchise		14,000		8,989	64%		14,000		8,054	58%		
Atmos Gas Franchise		250,000		228,847	92%		300,000		242,270	81%		
Cable Television Franchise		122,570		79,148	65%		122,570		71,498	58%		
Total Franchise Fees	\$	761,570	\$	321,649	42%	\$	807,370	\$	322,525	40%		
OTHER REVENUE SOURCES		,		,		·	•	·	,			
3 Permits	\$	146,000	\$	117,385	80%	\$	158,700	\$	85,303	54%		
4 Court Fines & Misc Fees		137,050		69,575	51%		153,000		92,593	61%		
5 Interest Income		196,000		112,502	57%		175,000		162,584	93%		
Mixed Beverage Tax		15,000		12,865	86%		12,000		10,609	88%		
Park Reservations		15,000		13,355	89%		15,000		11,120	74%		
Animal Control Fees		500		-	0%		1,000		100	10%		
6 Service Charges-Enterprise Funds		529,035		396,776	75%		423,443		317,582	75%		
Dispatch Services		48,000		48,000	100%		48,000		48,000	100%		
7 School Resource Officer		-		-	0%		200,000		215,955	108%		
Misc. Income		6,652		13,086	197%		9,500		3,204	34%		
8 Lease Revenue/Amortization		20,900		38,250	183%		18,900		12,850	68%		
9 Family Center Revenues		180,000		67,193	37%		88,800		49,504	56%		
10 Grant Proceeds		-		-			-		15,000			
Insurance Proceeds		-		23,400			-		29,746			
Intergovernmental Revenue		15,000		14,995	100%		-		10,207			
Total Other Revenue Sources	\$	1,309,137	\$	927,382	71%	\$	1,303,343	\$	1,064,357	82%		
TOTAL REVENUES	\$	12,105,822	\$	10,162,975	84%	\$	11,714,020	\$	9,891,499	84%		

#### Notes:

- 1: **Delinquent/Penalty & Interest Taxes** Delinquent property taxes, along with interest & penalties, vary from year to year depending on the amount of delinquent tax collection from previous tax years and if residents pay property taxes after the February 1<sup>st</sup> due date.
- 2: Sales Tax/380 Rebates— The \$10k increase relates to a 380 agreement that includes a sales tax grant clause that began with the 2024 sales tax year and was not present in the prior year.
- 3: **Permits** The \$32k increase in permits directly correlates with the increase in permits issued. In Q1-3 of FY 25, 669 permits were issued compared to 611 permits issued in FY 24. Additionally, permit revenue varies by the type of permit issued.
- 4: **Court Fines** The \$23k decrease in court fines/fees directly correlates with the reduction of citations filed. In Q1-3 of FY 25, 671 citations were issued compared to 820 in FY 24. Additionally, court costs vary depending on the violation cited.
- 5: Interest Income— The \$50k decrease in interest income is due to a 1.00 basis point decrease in the Fed funds rate in 2024, which led to the decline in interest earned. The average interest rate in the City's portfolio was 4.19% as of June 30, 2025, compared to 5.45% as of June 30, 2024.
- 6: **Service Charges** This amount varies from year to year based on the budget. Service charges comprise of a percentage of the general fund departmental budgets paid by the water/sewer fund and excess revenue over expenditures from the sanitation fund.
- 7: **School Resource Officers** This revenue was derived from Midway ISD paying Woodway Public Safety Officers to serve as SROs. Because Midway created its own police department the SRO positions were eliminated.
- 8: Lease Revenue— The \$25k increase is due to the change in the way Verizon tower lease payments are collected. In the prior year, Verizon paid the City directly on a monthly basis. However, in the current year, Verizon is paying the County directly, who is then paying the City in one lump sum. This year's collections reflect one \$38,000 payment from McLennan County that was not present in the period year.
- 9: Family Center Revenues— The \$18k increase in Family Center revenues is derived from basketball league fees, facility rentals, and clinics in FY 25 that were not present in FY 24. The new facility, which opened in April 2024, was not open in Q1-2 of FY 24 to host this type of programming.
- 10: **Grant Proceeds** In FY 24, the City was awarded \$15,000 from McLennan County 911 for upgrades to our recorder system. This funding was not present in FY 25.

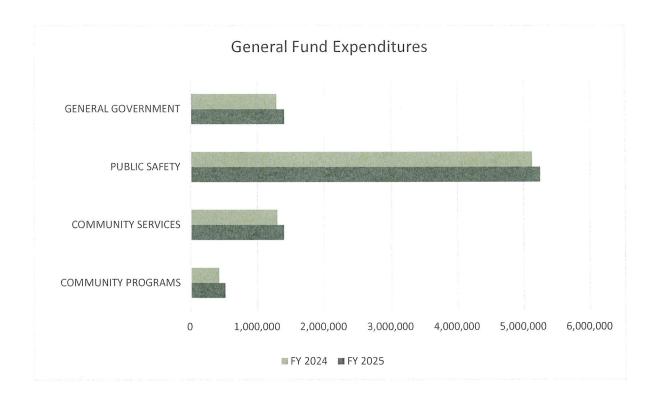


# **General Fund Expenditures**

	FY 2025 FY 2024									
Expenditures by Division	В	BUDGET		YTD	%	В	UDGET		YTD	%
General Government					-					Description of the Control of the Co
City Secretary	\$	282,024	\$	209,105	74%	\$	268,279	\$	198,095	74%
Administration		840,732		609,047	72%		887,958		594,695	67%
1 Finance		600,512		436,159	73%		571,108		387,132	68%
2 Non-Departmental		244,217		148,654	61%		275,933		108,700	39%
Total General Government	\$	1,967,485	\$	1,402,964	71%	\$	2,003,278	\$	1,288,622	64%
Public Safety										
Public Safety	\$	7,193,588	\$	5,078,084	71%	\$	7,476,765	\$	4,938,679	66%
3 Municipal Court		241,230		170,174	71%		255,218		190,378	75%
Total Public Safety	\$	7,434,818	\$	5,248,257	71%	\$	7,731,983	\$	5,129,057	66%
Community Services										
Streets	\$	635,373	\$	421,566	66%	\$	612,296	\$	424,778	69%
Parks		527,412		361,081	68%		546,576		349,335	64%
4 Public Buildings		303,564		236,537	78%		235,133		165,851	71%
Administration/Inspections		509,118		376,513	74%		484,264		356,971	74%
Total Community Services	\$	1,975,467	\$	1,395,699	71%	\$	1,878,269	\$	1,296,935	69%
Community Programs										
Community Development	\$	50,000	\$	17,145	34%	\$	60,000	\$	21,467	36%
Youth Commission		3,000		1,318	44%		3,000		2,026	68%
5 Woodway Family Center	-	675,052		494,985	73%		592,454		398,169	67%
Total Community Programs	\$	728,052	\$	513,448	71%	\$	655,454	\$	421,662	64%
TOTAL EXPEDITURES	\$	12,105,822	\$	8,560,369	71%	\$	12,268,984	\$	8,136,276	66%

#### Notes:

- 1: **Finance** This increase in expenditures is due to an increase in the staffing budget in FY 25. In FY 24, the HR Manager position was vacant until 11/27/2024. Additionally, software subscriptions increased \$11k due to incorporating paperless personnel files in FY 25 that was not present in Q1-Q3 of FY 24.
- 2: **Nondepartmental** This increase is due to charges paid out of contingency that were not present in the prior year, including: \$8.7k for a camera in the council chambers to live stream meetings, \$17.3k for a fuel system replacement, \$6.7k for a retaining wall replacement. The remaining increase relates to the professional fees incurred from Hicks-Ray Associates in FY 25 that were not present in Q1-Q2 FY 24.
- 3: **Municipal Court** This decrease is due to allocating 50% of the Deputy Court Clerk's salary to the Customer Service department as she serves in a hybrid Court/Utility Billing position.
- 4: **Public Buildings** This increase is due to allocating 100% of a custodian position to this department in FY 25. That position was previously split between Administration, Public Safety, and Public Buildings in FY 24. Additionally, the flooring was replaced at the City Ship during the current fiscal year.
- 5: **Woodway Family Center** This increase is due to the opening of the new family center, which incurred additional costs in insurance, utilities, and contract labor that were not present in Q1-Q2 of FY 2024.



# Sales & Use Tax Comparison

# Sales & Use Tax Comparison June 30, 2025

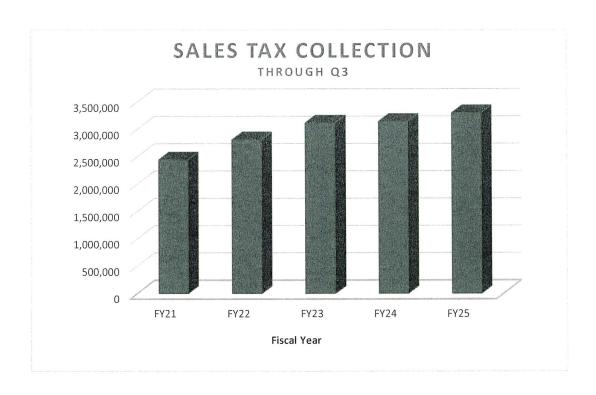
		Prio	r Year		Current Year									
Month	Budget		Actual	%	Budget		Actual	Budget v. Actual \$	Budget v. Actual %					
October	\$ 358,237	\$	361,443	8.45%	\$ 365,369	\$	378,329	\$ 12,961	3.55%					
November	387,710		379,022	8.86%	383,139		378,089	(5,050)	-1.32%					
December	357,438		386,718	9.04%	390,919		364,601	(26,318)	-6.73%					
January	328,773		347,718	8.13%	351,495		329,374	(22,121)	-6.29%					
February	431,178		347,398	8.12%	351,171		449,822	98,651	28.09%					
March	323,108		314,887	7.36%	318,308		334,537	16,229	5.10%					
April	316,613		322,658	7.54%	326,163		319,573	(6,591)	-2.02%					
May	402,917		366,676	8.57%	370,659		400,707	30,047	8.11%					
June	343,705		330,337	7.72%	333,925		367,131	33,206	9.94%					
July	335,929		345,921	8.09%	349,679									
August	383,135		395,655	9.25%	399,953									
September	356,256	***************************************	380,091	8.88%	384,220									

Less Rebates: (22,207)

TOTAL \$ 4,325,000 \$ 4,278,523 \$ 4,325,000 \$ 3,299,956 \$ 131,014

Collections to budget

76.30%

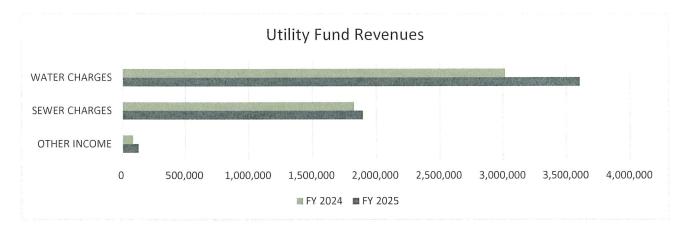


# **Utility Fund Revenues**

		F	Y 2	2025			F	Y 2	2024	
REVENUE SOURCE	E	BUDGET		YTD	%	I	BUDGET		YTD	%
WATER SERVICE CHARGES						alia anaka ferini				No. of Contrast
Water Sales - Residential	\$	4,103,000	\$	2,698,901	66%	\$	3,730,000	\$	2,195,915	59%
Water Sales - Commercial		970,690		735,218	76%		882,445		656,440	74%
Water Sales - Wholesale		136,800		83,192	61%		136,800		84,000	61%
Water Taps		33,000		29,350	89%		50,000		14,400	29%
Reconnects & Transfers		93,500		59,544	64%		85,000		65,085	77%
1 Total Water Charges	\$	5,336,990	\$	3,606,205	68%	\$	4,884,245	\$	3,015,841	62%
SEWER SYSTEM CHARGES										
Sewer Charges - Residential	\$	2,420,000	\$	1,712,200	71%	\$	2,200,000	\$	1,658,274	75%
Sewer Charges - Commercial		240,845		170,601	71%		220,000		163,090	74%
Sewer Taps		9,900		13,050	132%		15,000		7,150	48%
Total Sewer Charges	\$	2,670,745	\$	1,895,851	71%	\$	2,435,000	\$	1,828,514	75%
OTHER INCOME										
Interest Income	\$	28,866	\$	17,790	62%	\$	25,000	\$	18,535	74%
2 Miscellaneous Income		5,000		39,515	790%		1,000		565	56%
Insurance Proceeds		-		71,136			65,500		65,978	101%
Total Other Income	\$	33,866	\$	128,441	379%	\$	91,500	\$	85,077	93%
TOTAL INCOME	\$	8,041,601	\$	5,630,497	70%	\$	7,410,745	\$	4,929,432	67%

#### Notes:

- 1: Water Sales— The increase in water revenue is due to an 83M increase in gallons consumed for residential/commercial customers. During the first nine months of fiscal year 2025, 502M gallons were consumed compared to FY 24's consumption of 419M. Additionally, an increase in rates effective October 1, 2024, contributed to the rise in revenue.
- 2: **Miscellaneous** The increase in miscellaneous income relates to a \$39,450 payment from the City of Waco WMARSS that was not present in FY 2024.

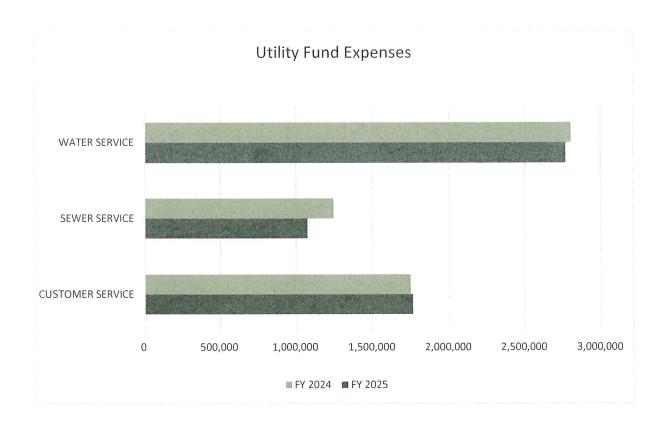


# **Utility Fund Expenses**

		FY	2025		FY 2024							
Expenditures by Division	E	BUDGET	YTD	%	E	BUDGET		YTD	%			
Participation of the second control of the s		A CONTRACT OF THE PARTY OF THE										
Water Service	\$	3,909,836 \$	2,767,645	71%	\$	3,542,353	\$	2,806,985	79%			
1 Sewer Service		1,741,762	1,076,743	62%		1,569,949		1,246,988	79%			
Customer Service		2,390,003	1,761,373	74%		2,298,443		1,745,055	76%			
			and the second s	_								
TOTAL EXPENDITURES	\$	8,041,601 \$	5,605,761	70%	\$	7,410,745	\$	5,799,028	78%			

#### Notes:

1: **Sewer Service** —The decrease in sewer service relates to a reduction in WMARSS treatment costs from the City of Waco. As of June 30, 2025, the City has paid \$463,562 in sewage treatment costs to the City of Waco compared to last year's \$679,835 cost as of June 30, 2024.



# **Water System**

	FY2025			FY2024
Revenues:		THE STATE OF THE S	127.00	
Water Sales	\$ 3,517,311		\$	2,936,356
Water Taps	29,350			14,400
Reconnects & Transfers	59,544			65,085
Other Income (75%)	96,331			63,808
Total Revenues	\$ 3,702,535		\$	3,079,649
Expenses:				
Water Service	\$ 2,767,645		\$	2,806,985
Customer Services less Debt Service (75%)	290,695			375,561
Debt Service	86,558			86,490
Total Expenses	\$ 3,144,897		\$	3,269,036
Increase (decrease) in net position	\$ 557,639		\$	(189,388)

# **Sewer System**

		FY2025			FY2024
Revenues:			COMPLETE STATE	t des des rais	
Sewer Charges	\$	1,882,801		\$	1,821,364
Sewer Taps		13,050			7,150
Other Income (25%)		32,110			21,269
Total Revenues	\$	1,927,961		\$	1,849,783
Expenses:					
Sewer Service	\$	1,076,743		\$	1,246,988
Customer Services less Debt Service (25%)		96,898			125,187
Debt Service	************	1,287,223			1,157,817
Total Expenses	\$	2,460,864		\$	2,529,992
(Decrease) in net position	\$	(532,902)		\$	(680,209)
Total increase (decrease) in net position		\$24,736			(\$869,596)

The water/sewer fund is self-supporting as of June 30, 2025

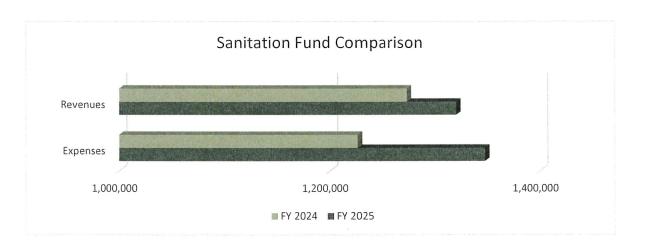
# **Sanitation Fund Revenues & Expenses**

		F	Y 2	2025	FY 2024							
Revenue Source		BUDGET		YTD	%		BUDGET		%			
Sanitation Fund												
Waste Collection Franchise	\$	66,341	\$	45,817	69%	\$	62,100	\$	41,742	67%		
Residential		1,068,300		800,136	75%		1,000,000		744,845	74%		
Commercial		801,225		474,172	59%		750,000		486,005	65%		
Interest Income		1,000		75	8%		1,000		169	17%		
	\$	1,936,866	\$	1,320,200	68%	\$	1,813,100	\$	1,272,761	70%		

		F	Y 2	2025	FY 2024						
Expenditures by Division	В	UDGET		YTD	%		BUDGET		YTD	%	
Sanitation Fund											
1 Service Charges-GF	\$	298,866	\$	224,150	75%	\$	254,662	\$	190,996	75%	
Disposal-Landfill		276,000		206,821	75%		263,438		197,640	75%	
Residential		850,000		573,652	67%		800,000		527,772	66%	
2 Commercial		500,000		342,994	69%		480,000		309,806	65%	
Hazard Waste		12,000			0%		15,000		-	0%	
TOTAL EXPENDITURES	\$	1,936,866	\$	1,347,617	70%	\$	1,813,100	\$	1,226,214	68%	

#### Notes:

- 1: **Service Charges-GF** This amount varies yearly based on the budget. It is the excess revenue over expenditure that is transferred to the general fund.
- 2: **Commercial** The increase in commercial charges is due to the rise in rates during FY 25 as well as an increase in the number of commercial accounts/roll-offs ordered.



# **Cash Accounts**

# June 30, 2025

Туре	Account Name	В	Bank Balance 3/31/2025	ank Balance 6/30/2025	\$Variance
Charlina Assa					
Checking Acco		_		0.04	0.04
	Combined Operating Fund	\$	-	\$ 0.01	\$ 0.01
	CBA Interest Proceeds		45,950	 13,671	 (32,279)
	Subtotal:	\$	45,950	\$ 13,671	\$ (32,279)
Money Marke	t Investment Accounts  Combined Investment	\$	13,144,098	\$ 11,711,511	\$ (1,432,588)
	Water Deposit Escrow		122,467	124,914	2,447
	Builder's Deposits		360,559	364,149	3,590
	Subtotal:	\$	13,627,124	\$ 12,200,573	\$ (1,426,551)
Savings Accou	nts				
	Drug Seizure Restricted Fund	\$	16,281	\$ 315	\$ (15,966)
	Asset Forfeiture Restricted Fund		11,260	218	(11,042)
	Subtotal:	\$	27,540	\$ 533	\$ (27,008)
Total Cash Acc	ounts	\$	13,700,615	\$ 12,214,777	\$ (1,485,838)

#### Notes:

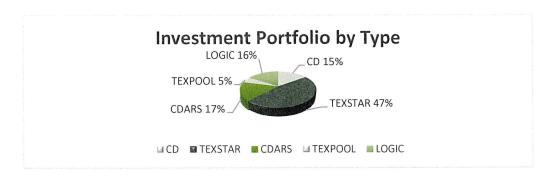
Major changes in cash accounts during Q3 of FY 2025:

- 1. Routine budgeted expenditure from April-June 2025
- 2. Routine property and sales tax deposits from April-June 2025
- 3. \$2,000,000 withdrawal from Texpool
- 4. \$2,000,000 investment in CDARS Program
- 5. \$240,000 investment in a Certificate of Deposit

# **Investments**

June 30, 2025

Account Name	CD #	Interest Rate	Balance 3/31/2025	Additions Maturities		<b>Aaturities</b>	Balance 6/30/2025	Accrued Interest		
PERSONAL PROPERTY AND ADDRESS OF THE PROPERTY	BANGO BANGORIO E BILING MAY PARIS PENA PERMATURA BANGORIO BANGORIO			*******	OF STREET, STR	A CINE			Peancins	AND THE PROPERTY OF THE PARTY O
Certificates of Depos	it									
<u>FNBCT</u>	150046	4.35%	\$ 1,500,000	\$	-	\$	1-	\$ 1,500,000	\$	48,529
Date of Maturity	09/18/2025									
TFNB	57902	4.32%	\$ -	\$	240,000	\$	-	\$ 240,000	\$	2,068
Date of Maturity	04/17/2026									
CDARS										
American Bank:										
4-Week	1031169735	4.14%	\$ -	\$	752,386	\$	(752,386)	\$ -	\$	-
Date of Maturity	06/12/2025									
13-Week	1031363639	4.19%	\$ -	\$	752,386	\$	-	\$ 752,386	\$	951
Date of Maturity	08/14/2025									
13-Week	1031169751	4.07%	\$ -	\$	500,000	\$	-	\$ 500,000	\$	2,627
Date of Maturity	09/18/2025									
26-Week	1031169808	3.95%	\$ -	\$	500,000	\$	-	\$ 500,000	\$	2,549
Date of Maturity	11/13/2025									
52-Week	1031169816	3.82%	\$ -	\$	250,000	\$	-	\$ 250,000	\$	1,233
Date of Maturity	05/14/2026	•	\$ -	\$	2,754,771	\$	(752,386)	\$ 2,002,386	\$	7,360
Local Government In	nvestment Po	ools								
Logic										
LT Capital Projects	1393948001	4.43%	\$ 2,074,783	\$	22,855	\$	-	\$ 2,097,638	\$	-
<u>Texpool</u>										
General Fund	1551700003	4.31%	\$ 2,435,150	\$	14,724	\$	(2,000,000)	\$ 449,874	\$	
Utility Fund	1551700001	4.31%	\$ 92,516	\$	998	\$	-	\$ 93,515	\$	_
			\$ 2,527,666	\$	15,723	\$	(2,000,000)	\$ 543,389	\$	-
<u>TexStar</u>										
2021 Utility Improven	2021-000	4.30%	\$ 5,254,403	\$	56,009	\$	(125,052)	\$ 5,185,359	\$	-
2021 WFC Improvem	2021-001	4.30%	\$ 396,093	\$	4,145	\$	(16,302)	\$ 383,937	\$	_
			\$ 5,650,496	\$	60,154	\$	(141,354)	\$ 5,569,296	\$	-
		,								
	Total In	vestments	\$ 11,752,946	\$	3,093,503	\$	(2,893,740)	\$ 11,952,708	\$	57,957

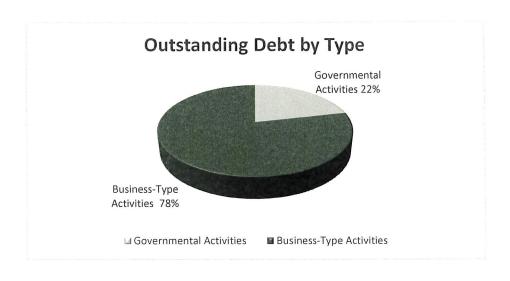


# **Outstanding Debt**

	Outstanding at 3/31/2025		8	Due 3/15/2025	Maturity Date
Governmental Activities:					
Certificate of Obligation 2011	\$	100,000	\$	100,000	2025
Certificate of Obligation 2021		5,855,000		180,000	2046
	\$	5,955,000	\$	280,000	
Business-Type Activities:					
GO Refunding Bond 2016	\$	1,095,000	\$	355,000	2027
Certificate of Obligation 2016		1,860,000		250,000	2031
Certificate of Obligation 2017		8,045,000		300,000	2042
Certificate of Obligation 2021		10,280,000		310,000	2046
	\$	21,280,000	\$	1,215,000	
Total	\$	27,235,000	\$	1,495,000	

Total Cash & Investments
Cash & Investments/Debt Ratio

24,167,485 0.89



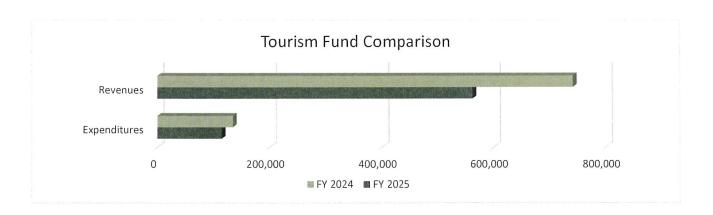
# **Tourism Fund Revenues & Expenditures**

		FY 2025					FY 2024			
REVENUE SOURCE	В	UDGET		YTD	%	В	UDGET		YTD	%
Hotel Occupancy Tax										
1 Hotel Occupancy Tax	\$	975,000	\$	556,628	57%	\$	900,000	\$	732,925	81%
Other Income										
Interest Income		16,000		6,280	39%_		5,000		8,737	175%
Total Income	\$	991,000	\$	562,908	57%	\$	905,000	\$	741,662	82%

		FY 2025					FY 2024			
EXPENDITURES BY DIVISION		BUDGET		YTD	%	E	BUDGET		YTD	%
Category A										
Principal	\$	100,000	\$	-	0%	\$	95,000	\$	-	0%
Interest		4,000		2,000	50%		7,800		3,900	50%
Paying Agent Fees		500		-	0%		300		-	0%
Signage/Special Studies		-		-	0%		25,000		19,410	78%
Misc.		-		650			-		-	
Transfer to CBA Fund for Vistor Center		680,368		-	0%		580,757		-	0%
Transfer to CBA Construction		75,000		-	0%		-		-	0%
Transfer to Discover Woodway		40,000			0%		-			0%
Category C										
Tourism Advertising & Promotions		150,000		112,544	75%		125,000		111,776	89%
Total Expenditures	\$	1,049,868	\$	115,194	11%	\$	833,857	\$	135,086	16%

#### Notes:

1: **Hotel Occupancy Tax**— Revenue fluctuates based on occupancy rates at local hotels and motels. As of 6/30/25, we have seen a \$176k, or 24% decrease in revenue. This decline is attributed to an increase in long-term rentals that are not taxable. Additionally, hotel competition has increased, with Waco area hotels growing by 1,000 rooms since last year.



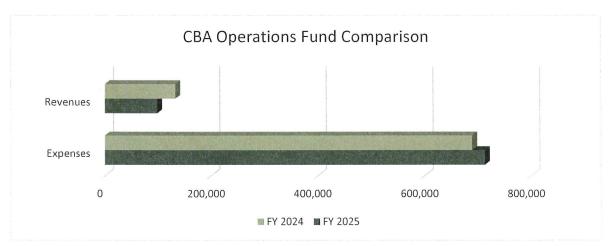
# **CBA Operations Revenues & Expenditures**

FY 2025 FY 2024 **REVENUE SOURCE** % BUDGET % BUDGET YTD YTD 1 Arboretum Rentals 300,000 \$ 98,958 33% 300,000 \$ 133,264 44% Transfer from Tourism Fund 680,368 0% 613,698 0% Interest Income 4,998 0% 5,000 0% Total Income 985,366 \$ 98,958 10% \$ 918,698 \$ 133,264 15%

	FY 2025						FY 2024				
EXPENDITURES BY DIVISION	В	UDGET		YTD	%	В	UDGET		YTD	%	
Carleen Bright Arboretum	\$	470,329	\$	340,666	72%	\$	432,898	\$	322,317	74%	
Pavilion		515,037		371,732	72%		485,800		367,082	76%	
Total Expenditures	\$	985,366	\$	712,398	72%	\$	918,698	\$	689,399	75%	

#### Notes:

1: **Arboretum Rentals** — The \$34k decrease in arboretum rental revenue is due to increased city events/programming at the Arboretum and planned renovations that blocked off the month of March. During the current year, 25 weekend days were blocked off for city events, including Cops & Kids, 2 Father/Daughter Dances, Farmers Markets, Arbofest, and Mother/Daughter Brunch, compared to the prior year's 12 weekend days.





# CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 11, 2025  Prepared By: Brenda Hernandez  Approved By:	☐ Presentation, Report and/or Discussion Only ☐ Public Hearing/Related Action ☐ Individual Discussion/Action ☐ Consent ☐ Executive Session						
Caption:							
Discussion and consider action on negotiating new garbage-Access, LLC, due to the anticipated closing of the Waco land Manager to execute any documents in connection therewith							
Background Information:							
Per the current exclusive franchise agreement between the C agree to renegotiate the initial rates upon closure of the Waco							
In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control including, but not limited to the closure of the Initial Landfill, the parties agree to renegotiate the Initial Rates, taking into consideration, at the least, (i) which party will be ultimately responsible for the cost of disposal, (ii) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged at the Initial Landfill(s), and (iii) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).							
City of Waco has indicated that the landfill located at 1624 Hannah Hill Rd, Woodway, TX will cease operations during fiscal year 2025-2026, and all operations will move to the new facility located at 4730 TK Parkway, Axtell, TX. Because of the distance of the new facility, Frontier's cost of service will increase. Attached is a letter outlining the options available to the City.							
Financial Impact:							
Total of Proposed Expenditure: \$ TBD Amount Budgeted: Account No.: If not budgeted, other funding options:							

# **Staff Recommendation:**

City staff recommends negotiating new garbage-and-recycling-collection rates and services with Frontier Access, LLC, due to the anticipated closing of the Waco landfill during fiscal year 2025-2026 and authorizing the City Manager to execute any documents in connection therewith



Wednesday, July 23, 2025

Adam Niolet City Manager City of Woodway 922 Estates Driver Woodway, TX 76712

RE: Request for Rate Adjustment Due to Closure of Waco Landfill

Dear Mr. Niolet,

We sincerely appreciate the long-standing relationship and partnership that we have built with the City of Woodway. Over the years, we have worked closely together to ensure that the residents and businesses of Woodway receive dependable, high-quality solid waste services. It is a partnership we greatly value, and one we are committed to strengthening for the long term.

We are writing to formally request a rate adjustment in accordance with Section 10, Paragraphs B and C of our current agreement. The impending closure of the Waco Landfill, which served as the primary disposal site under this contract, will result in a significant and material increase in our operational costs. These cost increases are driven primarily by longer transportation distances, higher disposal fees at alternative facilities, and associated impacts on fuel and labor.

As outlined in Section 10.C, the contract provides for renegotiation of the current rates in the event of a landfill closure outside of the service provider's control. Additionally, under Section 10.B, the agreement recognizes that material changes in operating costs may justify a rate adjustment.

We remain committed to maintaining the same level of premium service that the residents of Woodway have come to expect, and we are confident that with mutual cooperation, we can navigate these changes in a way that ensures service continuity and fairness for both parties.

#### **Proposed Rates and Service Levels**

We propose the following adjustments to account for the increased cost of disposal and transportation resulting from the closure of the Waco Landfill:

Residential Service Type	Current Rate	Proposed Rate	Notes
Option 1: Current Service – 2 x Week MSW collection and EOW Recycling	\$20.96/month	\$31.82/month	Reflects increased disposal expense and haul distance
Option 2: 1 x week MSW collection and EOW Recycling	\$20.96/pickup	\$27.91/pickup	Reflects increased disposal expense and haul distance
Option 3: Automated 1 x week MSW collection and EOW Automated Recycling	\$20.96/pickup	\$25.50/pickup	Reflects increased disposal expense and capital investment for Automated trucks

## **Proposed Commercial Rates**

#### COMMERCIAL RATE SCHEDULE

CONTAINER	Proposed Rate Schedule									
SIZE	1.	2	3	4	5	6	Extra-Lifts			
2 Cubic Yd	\$128.14	\$227.72	\$327.42	\$426.94	\$526.51	\$675.91	\$91.53			
3 Cubic Yd	\$144.16	\$252.20	\$365.75	\$476.56	\$587.43	\$753.72	\$102.97			
4 Cubic Yd	\$155.36	\$275.51	\$399.49	\$521.54	\$643.57	\$826.62	\$110.97			
6 Cubic Yd	\$187.35	\$331.84	\$476.36	\$620.86	\$765.41	\$982.24	\$133.82			
8 Gubic Yd	\$221.68	\$388.71	\$577.37	\$722.65	\$889.62	\$1,139.92	\$158.34			

## **Proposed Roll Off Haul and Rental Rates**

Permenant and Temprory Roll Off Hauls - Per	\$345.80
Haul	\$545.80
Compactor Hauls - Per Haul	\$407.08
Disposal	\$60.48
Compactor Rental	Negotiated with Customer

We understand the importance of rate stability for the City and its residents, and we do not take this request lightly. However, to continue delivering the level of service your community deserves, this adjustment is necessary.

We look forward to working collaboratively with you to reach a fair and timely resolution. Please let us know a convenient time to discuss this request further.

Sincerely, Mark Chappen

Area Vice President, Central Texas

Frontier Waste Solutions

210-774-7765

mchappen@frontierwaste.com



1

# Residential Service Options and Rate Changes 01 Commercial Rate Adjustments 02 Roll-Off Rate Adjustments 03 Questions 04



# Residential Service Options and Rate Changes



Residential Service Type	Current Rate	Proposed Rate	<u>Notes</u>
Option 1: Current Service – 2 x week MSW, every- other-week recycling and weekly bulk	\$20.96 per month	\$31.82 per month	Reflects increased disposal expense Frontier and distance to the new landfill
Option 2: 1 x week MSW, every-other-week recycling collection and weekly bulk	\$20.96 per month	\$27.91 per month	Reflects increased disposal expense and distance to the new landfill
Option 3: <u>Automated (20 yd body)</u> 1 x week MSW, every-other-week recycling collection and monthly bulk	\$20.96 per month	\$25.50 per month	Reflects increased disposal expense and capital investment for automated trucks (20yd body) and carts. Monthly bulk will be collected on the last full week of the month.

Current customer rate per Woodway's Master Fee Schedule Proposed customer rate for FY 26 Master Fee Schedule

\$23.49/month \$24.90/month

Option 1: Adds \$6.92/month or \$83/year Option 2: Adds \$3.01/month or \$36/year Option 3: Adds \$0.60/month or \$7/year

3



# **Commercial Rate Adjustments**



#### COMMERCIAL RATE SCHEDULE

CONTAINER	?	Existing Rate Schedule								
SIZE	1	2	3	4	5	6	Extra-Lifts			
2 Cubic Yd	\$91.53	\$162.66	\$233.87	\$304.96	\$376.08	\$482.79	\$91.53			
3 Cubic Yd	\$102.97	\$180.14	\$261.25	\$340.40	\$419.59	\$538.37	\$102.97			
4 Cubic Yd	\$110.97	\$196.79	\$285.35	\$372.53	\$459.69	\$590.44	\$110.97			
6 Cubic Yd	\$133.82	\$237.03	\$340.26	\$443.47	\$546.72	\$701.60	\$133.82			
8 Cubic Yd	\$158.34	\$277.65	\$412.41	\$516.18	\$635.44	\$814.23	\$158.34			

CONTAINER		Proposed Rate Schedule								
SIZE	1	2	3	4	5	6	Extra-Lifts			
2 Cubic Yd	\$128.14	\$227.72	\$327.42	\$426.94	\$526.51	\$675.91	\$91.53			
3 Cubic Yd	\$144.16	\$252.20	\$365.75	\$476.56	\$587.43	\$753.72	\$102.97			
4 Cubic Yd	\$155.36	\$275.51	\$399.49	\$521.54	\$643.57	\$826.62	\$110.97			
6 Cubic Yd	\$187.35	\$331.84	\$476.36	\$620.86	\$765.41	\$982.24	\$133.82			
8 Cubic Yd	\$221.68	\$388.71	\$577.37	\$722.65	\$889.62	\$1,139.92	\$158.34			



# **Roll Off Rate Adjustments**



Current Rates								
Open Top Rates	<b>Haul Rate</b>	Disposal Rate						
Temporary Containers	\$247.00	\$0.00						
Permanent Containers	\$247.00	\$0.00						
Compactor Rates	Haul Rate	Disposal Rate						
Compactor	\$290.77	\$0.00						

Proposed Rates				
Open Top Rates	<b>Haul Rate</b>	Disposal Rate		
Temporary Containers	\$345.80	\$60.48		
Permanent Containers	\$345.80	\$60.48		
Compactor Rates	Haul Rate	Disposal Rate		
Compactor	\$407.08	\$60.48		

<sup>\*</sup>Compactor Rental Rates - Negotiated With Customer

\*Compactor Rental Rates - Negotiated With Customer

Current customer rate per Woodway's Master Fee Schedule

- Roll Off \$223-242 (depending on size)
- Compactor \$335

Proposed customer rate for FY 26 Master Fee Schedule

- Roll Off \$247-307 (depending on size)
  Compactor \$355



# CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 11, 2025  Prepared By: Jimmy Rogers  Approved By:	<ul> <li>□ Presentation, Report and/or Discussion Only</li> <li>□ Public Hearing/Related Action</li> <li>■ Individual Discussion/Action</li> <li>□ Consent</li> <li>□ Executive Session</li> </ul>		
Caption:			
Discussion and consider action on Resolution R-25-08, accept National Fitness Campaign (NFC) to install an outdoor fitness matching funds for the project, and authorizing the City Management of the project of the pro	court and confirming the City's intent to allocate		
Background Information:			
On May 22, 2025, the Woodway Parks and Recreation Commission recommended several capital improvement projects for the City Council to consider in the upcoming 2025/2026 budget year. One of the recommendations is a Fitness Court by the National Fitness Campaign. In June of 2025, WFC staff began planning work for the fitness court and applied for a Blue Cross Blue Shield of Texas grant from the Texas National Fitness Campaign and NFC Grant Selection Committee. On June 16 <sup>th</sup> , NFC notified staff that we are being awarded a grant in the amount of \$50,000. This resolution formally accepts the non-binding grant and encourages the City to seek the development of funds through various means, such as budget, sponsorship or supporting grants to join the Campaign and their initiatives to support health and wellness in the City of Woodway.			
Financial Impact:			
Total of Proposed Expenditure: \$ Amount Budgeted: \$ Account No.: If not budgeted, other funding options:			
Staff Recommendation: Staff will proceed as directed by Council.			

#### **RESOLUTION NO. R-25-08**

A RESOLUTION OF THE CITY OF WOODWAY, TEXAS ACCEPTING A GRANT FROM NATIONAL FITNESS CAMPAIGN IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) FOR THE INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AND CONFIRMING THE CITY'S INTENT TO PROVIDE THE REQUIRED MATCHING FUNDS

WHEREAS, the City of Woodway (the "City") is committed to promoting health, wellness, and recreational opportunities for residents of all ages; and

**WHEREAS**, the City has been awarded a grant in the amount of fifty thousand dollars (\$50,000) from the BCBS National Fitness Campaign as part of its 2025 BCBS-Tx Grant Program to support the purchase and installation of outdoor fitness equipment; and

WHEREAS, the terms of the grant require the City to provide matching funds to cover the remaining cost of the project; and

WHEREAS, the City intends to allocate the necessary funds to meet the grant's matching requirement, ensuring full funding of the project; and

**WHEREAS**, the installation of outdoor fitness equipment aligns with the goals of the City's parks and recreation planning efforts and will contribute to community health, outdoor activity, and enhanced public spaces.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE OF THE CITY OF WOODWAY, TEXAS:

- 1. That the City formally accepts the \$50,000 grant from the National Fitness Campaign for the purpose of installing outdoor fitness equipment.
- 2. That the City confirms its intent to provide all required matching funds necessary to complete the project in accordance with the grant agreement.
- 3. That the City Manager is hereby authorized to execute all documents, agreements, and certifications necessary to accept the grant, comply with grant requirements, and proceed with implementation of the project.
- 4. This Resolution shall take effect immediately upon its adoption.

# **PASSED AND APPROVED** THIS 11<sup>TH</sup> DAY OF AUGUST 2025.

	CITY OF WOODWAY	
	Amine Qourzal, Mayor	
ATTEST:		
Donna Barkley, City Secretary		



## Congratulations!

#### Woodway, TX has been selected as a 2025 BCBS - TX Grant Recipient!

Dear Jimmy,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Woodway, TX has been selected as a grant eligible partner in the 2025 BCBS - TX! This notification letter confirms eligibility for one (1) 2025 NFC Grant of \$50,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$50,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 30 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Kennie Kerr – as your dedicated partner and champion in support of this partnership. Over the coming months, Kennie will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2025 BCBS - TX is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

#### Here is a sneak peak at what's ahead:

- Fitness Court® Launch Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2025 BCBS - TX, and we look forward to making world-class fitness free in Woodway, TX!

Best in Fitness,

Mitch Menaged, Founder



# Woodway, TX - National Fitness Campaign 2025 Funding Cycle Grant Program Requirements (GPR)

Important: Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

#### PHASE 1

#### **MILESTONE 1: ADOPTION**

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- On or Before: 08/14/2025

#### MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
  - Remaining Funding Requirement: (\$155,000 Fitness Court Studio with Standard Art)
- On or Before: 10/15/2025

\*All external fundraising must be secured no later than 120 days from the Notice of Award\*

#### **MILESTONE 3: SHIPMENT FOR STORAGE**

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
- Deadline: Within 2-4 weeks from completion of Milestone 2

#### PHASE 2

#### **MILESTONE 4: PLANNING, DESIGN & ART**

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court® Art Designs

- Requirement: Approve Site Orientation, Site Plan and Approve artwork.
- Deadline: October 2025

(Continued on Next Page)



#### **MILESTONE 5: CONCRETE SLAB INSTALLATION**

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 14 days before Fitness Court® installation, Spraylock additive required). Fill out the concrete slab inspection form upon completion.
  - Estimated Funding Requirement: \$0-\$45,000 (Studio Configuration)
- Deadline: March 2026- pending weather

#### MILESTONE 6: FITNESS COURT® ASSEMBLY

Summary: Select Fitness Court® Assembly Team - NFC'S Approved Installation Network (AIN) is recommended pending local procurement requirements and policies.

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
  - Estimated Funding Requirement: \$37,750 (Studio Configuration)
- Deadline: April 2026 pending weather

#### MILESTONE 7: PRESS LAUNCH RIBBON CUTTING CEREMONY

Summary: Hold Fitness Court® press launch & ribbon cutting event (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, train ambassadors, hold launch within campaign year (weather permitting)
- Deadline: May 2026 pending weather

#### MILESTONE 8: ATTEND OFFICIAL WELCOME TO CAMPAIGN VIRTUAL CALL

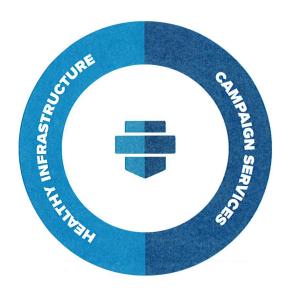
Summary: Attend NFC's official Welcome to Campaign call to share success of launch, initiate Fitness Court warranty, receive tools & services for Fitness Court activation, establish connection to long-term NFC Relationship Management Team

- Requirement: Schedule call with NFC & Local Leadership to attend Welcome to Campaign call. \*Call completes formal grant obligations.
- Deadline: Scheduled within 2 weeks post Launch Event (Milestone 7)

G.P.R. Authorized by: Trent Matthias - Campaign Director

# Campaign Program Summary

An overview of NFC's holistic health and wellness program

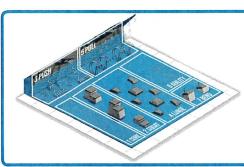




## A Comprehensive Wellness Program

The Campaign is a collection of resources and services designed to activate, encourage and support participation in outdoor fitness activities. Our Campaign is separated into two stages: Healthy Infrastructure & Campaign Services. All cities and schools awarded in the program receive all products, tools and services described on this page and detailed in this executive summary document.



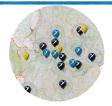




## FITNESS COURT®

#### 21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court® is the centerpiece to its holistic health and wellness initiative. The Fitness Court® is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court® can be used in thousands of ways. The Fitness Court® is the world's best outdoor gym!



## Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting







### **Campaign Funding Support**

Sponsor Strategy, Best Practices, National Installation Team Support





## Fitness Court® App

Free Digital App Delivering Programing, Workouts & Content



#### **Ambassador Training**

NFC Fitness Court Ambassador Training ACE Certified (America Council of Exercise)



## **Launch & Public Relations**

Featured Stories Highlighted through Press and Local Media



#### **Fitness Season**

Spring / Summer / Fall national & local training, classes & challenges series























BlueCross BlueShield

















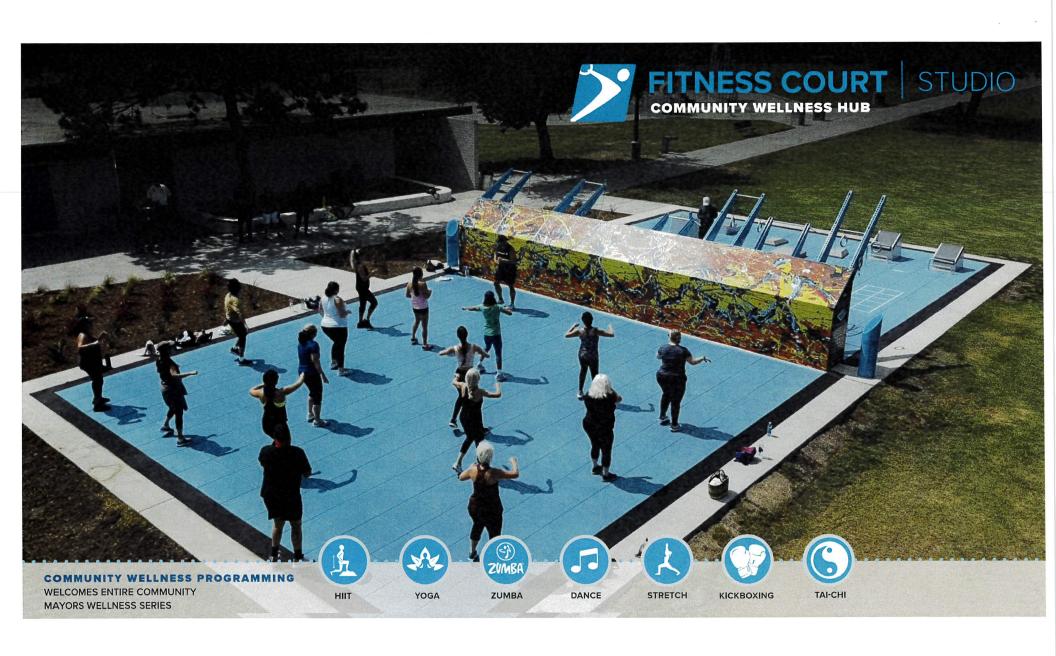


















Custom Art Work with the in-house NFC Art Studio Team

Additional Funding Required. Example Art: Will be customized for your city

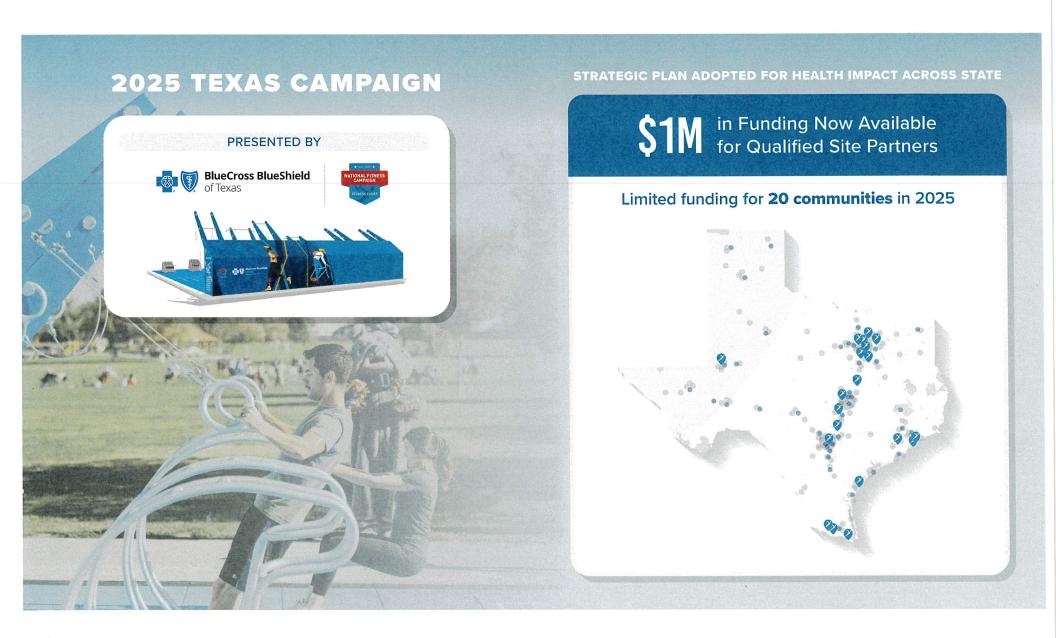


Fitness Court Art Unique design included in your state campaign

Actual Art:









## CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 11, 2025  Prepared By: A. Niolet, City Manager  Approved By:	<ul> <li>□ Presentation, Report and/or Discussion Only</li> <li>□ Public Hearing/Related Action</li> <li>■ Individual Discussion/Action</li> <li>□ Consent</li> <li>□ Executive Session</li> </ul>						
Caption: Discussion and consider action on future use of the old Woodway Family Center building site.							
Background Information:  At the last City Council meeting on July 14 <sup>th</sup> , the City Manag discussed options for what might be built in place of the old V attached current estimates for each of the projects that Council	VFC building to Council. Staff worked to compile the						
Financial Impact:  To be determined - as several decision options are up for disc may come from multiple accounts.	ussion, and could run over more than one fiscal year, and						
Staff Recommendation: Staff will proceed as directed by Council.							

# **OPTION 1A**

- DEMOLITION OF THE BUILDING LEAVING THE SLAB
  - RESTROOMS

## Kasia Redden

From:

Jimmy Rogers

Sent:

Friday, August 8, 2025 9:39 AM

To: Subject: Kasia Redden Fwd: WFC Pricing

Sent from my iPhone

Begin forwarded message:

From: johnbennett@jeconstruction.com Date: August 4, 2025 at 12:52:36 PM CDT

**To:** Jimmy Rogers < jwrogers@woodwaytexas.gov>

Subject: RE: WFC Pricing

Jimmy,

Our internet has not been working so I have been working off 5g. I do not have a formal writeup for you, but the rough order of magnitude budgets are below.

Demo of current facility: We are still safe with the \$263,000.00. The only thing I would worry about is any storm drain additions and how we are leaving the site. Currently, we are picking a grade elevation that is similar to the current foundation elevation.

NOBO plan: A rough order of magnitude budget would be about \$1,751,000.00

RBDR Plan: A rough order of magnitude budget would be from \$2,413,000 - \$2,600,000

#### John F. Bennett IV

John W. Erwin General Contractor, Inc. 313 South 13th Street Waco, Texas 76701 254-756-6511 | 254-366-7116 mobile jeconstruction.com

From: Jimmy Rogers < jwrogers@woodwaytexas.gov>

Sent: Monday, August 4, 2025 11:37 AM

To: Erwin - John Bennett < johnbennett@jeconstruction.com>

**Subject:** WFC Pricing

John,

I am just checking in on the pricing we spoke about. My apologies for requesting them on such short notice.



Jimmy Rogers
Woodway Family Center Superintendent
City of Woodway
jwrogers@woodwaytexas.gov
254.772.7491 office
woodwaytexas.gov
discoverywoodway.com











#### A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).

## A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).



## **City of Woodway**

## **Woodway Family Center Professional Services**

## **Additional Costs for Cortez Restroom Installation**

Vendor	Bid Amount	
Sidewalk	\$2,900.00	
Handrails	\$8,200.00	
Electric	\$5,000.00	
Plumbing	\$4,100.00	
HVAC	\$1,300.00	
Misc. Cost	\$2,000.00	
Total	otal \$23,500.00	

Additional costs based on previous restroom project. These costs are in addition to the cost of the pre-cast concrete restroom.

Approval Signature:		
Date of Approval:	*	

## ORDERING INFORMATION





CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

- 1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206
- 2. ORDERING PROCEDURES: Fax 509-928-8270
- PAYMENT ADDRESS(ES):
   Remitting by check:
   CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

## Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA Account: 1077766885 ABA/Routing: 043000096 Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

- 1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
- 2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
- 3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.
- 5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <a href="http://www.cxtinc.com">http://www.cxtinc.com</a>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

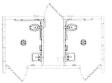
\*\*Customer is responsible for all local permits and fees.

- 6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.
- 7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.
- 8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.
- 9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:
- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

## CORTEZ — 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.







65 718 00

		*Base Pi	rice	<b>&gt;</b>	65,716.00	
Optional Sections						
Restroom* \$65,718 Qty: =\$0	Shower* \$79,4	79 Qty: = \$0				
Family Assist Shower/Restroom Combo* \$76,680 Qty: = \$0	Multipurpose R	oom \$60,840   Qty:	= \$0			
Concession*\$76,194 Qty: = \$0						
*Includes 4-gallon water heater.	Total	for Optional Sectio	ns	\$	0.00	
Added Cost Options		Price per Unit	Click to select			
Final Connection to Utilities (per section)		\$ 7,000.00			0.00	
Optional Wall Texture (per section)- choose one O Split Face Block (\$6,500	) Custom Te	xture (\$8,500) Reset V	Vall Texture	255	0.00	
Optional Roof Texture (per section)		\$ 6,500.00			0.00	
Insulation and Heaters (per section)		\$ 19,500.00	V		19,500.00	
Stainless Steel Water Closet (each)	Qty: 2	\$ 2,500.00	V		5,000.00	
Stainless Steel Lavatory (each)	Qty: 2	\$ 1,750.00	V		3,500.00	
Electric Hand Dryer (each)	Qty: 2	\$ 1,000.00	V		2,000.00	
Electronic Flush Valve (each)	Qty: 2	\$ 1,500.00	V		3,000.00	
Electronic Lavatory Faucet (each)	Qty: 2	\$ 1,500.00	V		3,000.00	
Paper Towel Dispenser (each)	Qty:	\$ 350.00			0.00	
Toilet Seat Cover Dispenser (each)	Qty:	\$ 350.00			0.00	
Sanitary Napkin Disposal Receptacle (each)	Qty:	\$ 150.00			0.00	
Baby Changing Table (each)	Qty: 2	\$ 1,100.00	V		2,200.00	
Marine Grade Skylight in Restroom (each)  Qty: 2 \$ 1,800.00						
Marine Package (excluding fiberglass doors and frames) (per section) \$ 4,500.00						
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each) Qty: 1 \$ 6,500.00						
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)  Qty: \$ 8,500.00						
2K Anti-Graffiti Coating (per section) \$ 5,000.00						
Optional Door Closure (each)	Qty:	\$ 850.00			0.00	
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	\$ 5,300.00			0.00	
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty:	\$ 2,500.00			0.00	
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$ 1,200.00	V		1,200.00	
	-	Total for Added Cost C	Options:	\$	49,500.00	
Custom Options: Crane Surcharge \$7640				\$	14,375.00	
Sourcewell		Engineering and Sta	te Fees:	\$	8,500.00	
Awarded Contract Estimated	One-Way Transp	ortation Costs to Site	(quote):	\$	7,265.22	
Contract #052725		Estima	ted Tax:	\$		
Disclaimer: Please call to confirm selected sections are compatible.	Total Co	st per Unit Placed at J	Job Site:	\$	145,358.22	
This price quote is good for 60 days from date below, and is accurate and complete.	accept this quote	. Please process this c	order.	Si	npany Name gner's Name ase type or print)	
Cary Knutson  DN; CN = Cary Knutson email =  CKnutson@lbfoster.com OU =  22FOSTER, HIL						

**CXT Sales Representative** 

Date

Date: 2025.08.03 18:30:17 -05'00'

Company Representative

Date

## **OPTIONS**

Exterior Color(s) (For single co	olor mark an X. For two-tone o	combinations use W = Walls	and $R = Roof.$
Amber Rose	Berry Mauve	Buckskin	_ Cappuccino Cream
Charcoal Grey	Coca Milk	Evergreen	Georgia Brick
Golden Beige	Granite Rock	Hunter Green	Java Brown
Liberty Tan	Malibu Taupe	Mocha Caramel	Natural Honey
Nuss Brown	Oatmeal Buff	Pueblo Gold	Raven Black
Rich Earth	Rosewood	Sage Green	Salsa Red
Sand Beige	Sun Bronze	Toasted Almond	Western Wheat
Special roof color #	Spec	cial wall color #	
Special trim color #		U	se an X to mark options.
Rock Color (*If option is not ava	ilable verify custom wall option	is selected on previous page.)	
Basalt*	Mountain Blend*	Natural Grey*	Romana*
Roof Texture (*If option is not	available verify optional roof te	exture option is selected on pre	vious page.)
Ribbed Metal*	X Cedar Shake		
Wall Texture(s) (For single text (*If option is no	ture mark an X. For top and b t available verify custom wall te		
Split Face Block*	—— Horizontal Lap*	Board & Batt*	Stucco*
Brick*	Distressed Wood*#	X Barnwood	
Rock Wall Texture (bottom te (*If option	xture only) o is not available verify custom v	wall option is selected on previ	ous page.)
Napa Valley*	River Rock*	Flagstone*	Stacked Rock*#
Door Openor		#Textures not included in	CXT's quote are additional cost.
Door Opener  Non-locking ADA Har	adla Drives Al		Jandla /Dush Dieta
	ndle Privacy Al	DA LatenPuii i	Handle/Push Plate
Deadbolt		Shalin na challadh na Bhallan Bhallan na chuid mealls air na cheann a bhilliann a bhalla dha cheann a bhill an a	DATES SANDER STANDER STANDER STANDER STANDER SANDER SANDER SANDER SANDER SANDER SANDER SANDER SANDER SANDER S
Accessible Signage		F-1	
Men	Women	Unis	ex
Toilet Paper Holder			
2-Roll Stainless Steel	3-Roll Sto	inless Steel	
Notes: City of Woodway TX			



## **OPTION 1B**

- DEMOLITION
- BUILDING NEW PAVILION
- WHIRLIX INCLUSIVE PLAYGROUND AND PICKLEBALL COURTS
  - RESTROOMS

## Kasia Redden

From:

Jimmy Rogers

Sent:

Friday, August 8, 2025 9:39 AM

To:

Kasia Redden

Subject:

Fwd: WFC Pricing

Sent from my iPhone

Begin forwarded message:

**From:** johnbennett@jeconstruction.com **Date:** August 4, 2025 at 12:52:36 PM CDT

To: Jimmy Rogers < jwrogers@woodwaytexas.gov>

Subject: RE: WFC Pricing

Jimmy,

Our internet has not been working so I have been working off 5g. I do not have a formal writeup for you, but the rough order of magnitude budgets are below.

Demo of current facility: We are still safe with the \$263,000.00. The only thing I would worry about is any storm drain additions and how we are leaving the site. Currently, we are picking a grade elevation that is similar to the current foundation elevation.

NOBO plan: A rough order of magnitude budget would be about \$1,751,000.00

RBDR Plan: A rough order of magnitude budget would be from \$2,413,000 - \$2,600,000

## John F. Bennett IV

John W. Erwin General Contractor, Inc. 313 South 13th Street Waco, Texas 76701 254-756-6511 | 254-366-7116 mobile jeconstruction.com

From: Jimmy Rogers < jwrogers@woodwaytexas.gov>

Sent: Monday, August 4, 2025 11:37 AM

**To:** Erwin - John Bennett < johnbennett@jeconstruction.com>

Subject: WFC Pricing

John,

I am just checking in on the pricing we spoke about. My apologies for requesting them on such short notice.



Jimmy Rogers
Woodway Family Center Superintendent
City of Woodway
jwrogers@woodwaytexas.gov
254.772.7491 office
woodwaytexas.gov
discoverywoodway.com











## A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).

#### A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).

## Mitch Davison

From:

Mitch Davison

Sent:

Wednesday, July 30, 2025 11:11 AM

To:

Adam Niolet

Subject:

FW: Pavilion Costs

Here's Darrell's numbers for pavilion costs.

We can use \$175/square foot for whatever size pavilion we are thinking of. For example, the existing building is approx. 12,000 SF, so a similar sized pavilion would be 12,000 x \$175 = \$2,100,000. The pavilion being constructed at FBC Woodway is smaller (110' x 64') and would cost around \$1,230,000.

This price can go up a bit or down a bit based on final finish out, but it is a good starting spot for budgeting.

Mitch

From: Vickers, Darrell W. < Darrell. Vickers@stvinc.com>

Sent: Tuesday, July 29, 2025 5:13 PM

To: Mitch Davison <mdavison@woodwaytexas.gov>

Subject: RE: Pavilion Costs

You are welcome; and We'd be more than happy to put together a design for said pavilion.

Darrell

Darrell W. Vickers, AIA, NCARB, LEED-AP BD+C Senior Architect (o) 254.399.7168 | (c) 254.548.3464

Darrell.Vickers@stvinc.com | stvinc.com



From: Mitch Davison <mdavison@woodwaytexas.gov>

Sent: Tuesday, July 29, 2025 4:26 PM

To: Vickers, Darrell W. < <a href="mailto:Darrell.Vickers@stvinc.com">Darrell.Vickers@stvinc.com</a>

Subject: RE: Pavilion Costs

## \*\*This e-mail is from outside STV\*\*

Awesome. Thanks for the quick help! I appreciate it.

Mitch



Mitch R. Davison, P.E.
Director of Community Services and Development
City of Woodway
mdavison@woodwaytexas.gov
254.772-4050 office
Woodwaytexas.gov
Discoverwoodway.com

From: Vickers, Darrell W. < Darrell. Vickers@stvinc.com >

Sent: Tuesday, July 29, 2025 9:54 AM

**To:** Mitch Davison < mdavison@woodwaytexas.gov>

Subject: Pavilion Costs

#### Mitch:

The schedule of values is not quite broken out to readily discern the building costs – so I did make a few assumptions to come up with the number below.

The Pavilion at First Woodway is a pre-engineered metal building frame, with an enclosed drive through storage room on one end. The storage room is clad with masonry and has a brick veneer to match the other buildings on the campus. The pavilion has lighting and a couple of Big Axx fans, but no restrooms, but water is supplied for a couple of hose bibs. The building structure is painted, as is the interior of the storage room. Utilities, grading, and concrete were included in the number above as very rough estimates base on the size of the pavilion.

Out to out dimensions of the pavilion at First Woodway are 110' x 64' (7,040 SF). Factoring in contingencies, mobilization, insurance & bonds – I'd figure around \$160.00 - \$175.00 / SF. The pavilion at First Woodway is right around \$160.00 / SF. Figuring \$175.00 per square foot for an open-air pavilion of approximately the same size is a good starting point.

#### Darrell

Darrell W. Vickers, AIA, NCARB, LEED-AP BD+C
Senior Architect
(o) 254.399.7168 | (c) 254.548.3464

Darrell.Vickers@stvinc.com | stvinc.com



The information contained in this electronic message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are informed that any dissemination, copying or disclosure of the material contained herein, in whole or in part, is strictly prohibited. If you have received this transmission in error, please notify STV and purge this message.

## A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).

BUDGETARY PURPOSES ONLY ACCEPTED BY CUSTOMER

PRINT NAME

PROPOSED BY

Brady Dillow PRINT NAME



ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:
Whirlix Design Inc.
1916 K Avenue
Plano, TX 75074
Phone: 214-714-6306
Email: Estimating@whirlix.com

II	10		LV	RY
J 1		L	/~\	N O H

February 13, 2024

SALES TAX

TOTAL

\$391,400.00

Total includes BuyBoard Discount

PROJECT:	City of Woodway						
City:	Woodway, TX						
	jwrogers@woodwaytex	as.gov	F.O.B.				
		,	FREIGHT				
CONTACT:	Kenny Carroll						
Phone	kcarroll@whirlix.com	*	50% Balance when sh	ins			
THORE	469-512-5602		TERMS (Payment terms		I in part on credit		
	100 012 0002		review that is pulled from				
BILL TO:			Division	. The Experim			
DILL TO.			Division				
	*	-	Pricing good for 30 I	Davs from I	Date of Proposal		
	Mo are r	pleased to submit this proposal to sup	anly the following items:			•	
077/					EXTENDED AMT	1	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	WEIGHT	EXTENDED AIMT		
	Familians	Project Name	T #450,000,00		\$ 156,000.00		
1	Equipment	Blue/green Shade Playground	\$156,000.00 \$61,000.00	-	\$ 156,000.00 \$ 61,000.00		
1	Freight/Installation		\$61,000.00	-			
l				-	\$ -	1	
1 4	Pickleball				\$ -		
1					\$ -	Ala.	
2	Freight Installation	site/dirt work not included	\$48,000.00	-	\$ 96,000.00		
	iristaliation	site/dirt work not included	\$48,000.00	-	\$ 90,000.00		
	Surfacing	2500sg' PIP		-	\$ -		
1	Installation	PIP and Drainage	\$78,400.00	-	\$ 78,400.00		
1	Installation	FIF and Drainage	\$78,400.00	-	\$ -		
	Demo			-	\$ -		
	Demo			-	\$ -		
				-	\$ -		
			<u> </u>	-	\$ -		
			,		\$ -		
	Salas Tay I	Exemption Form Requied or Sales Tax Wil	I Be Added to Final Invoice	, ,	\$ -		
		ard Terms and Conditions for Installa		1			
SIGNATURE B		PROPOSAL WILL CONSTITUTE A	Total Weigh	nt -			
		ROVAL BY WHIRLIX DESIGN L.L.C.	, 5,2, 770,91	-	1		
		GEMENT CONSTITUTES SUCH APPROVA	AL. SUBTOT	TAL MATERIAI	\$391,400.00		

DATE

DATE



## **City of Woodway**

## **Woodway Family Center Professional Services**

## **Additional Costs for Cortez Restroom Installation**

Vendor	Bid Amount
Sidewalk	\$2,900.00
Handrails	\$8,200.00
Electric	\$5,000.00
Plumbing	\$4,100.00
HVAC	\$1,300.00
Misc. Cost	\$2,000.00
Total	\$23,500.00

Additional costs based on previous restroom project. These costs are in addition to the cost of the pre-cast concrete restroom.

Approval Signature:	
Date of Approval:	. *

## **ORDERING INFORMATION**





CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

- 1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206
- 2. ORDERING PROCEDURES: Fax 509-928-8270
- 3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA Account: 1077766885 ABA/Routing: 043000096 Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

- 1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
- 2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
- 3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.
- 5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <a href="http://www.cxtinc.com">http://www.cxtinc.com</a>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

\*\*Customer is responsible for all local permits and fees.

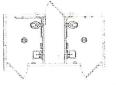
- 6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.
- 7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.
- 8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.
- -9. DELIVERY INFORMATION: All prices F.O.B. origin-prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:
- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

## CORTEZ - 10' 3" X 17'

**CXT Sales Representative** 

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.







\$

\*Base Price

65,718.00

Date

Optional Sections							
Restroom* \$65,718 Qty: =\$0		/er* \$79,479		= \$0			
Family Assist Shower/Restroom Combo* \$76,680 Qty: = \$0	Multi	purpose Roo	om \$6	0,840 Qty:	= \$0		
Concession* \$76,194 Qty: = \$0		T . 10		' I C+'-		\$	
*Includes 4-gallon water heater.		lotalt	or Upi	tional Sectio			0.00
Added Cost Options			1214	ce per Unit	Click to select		
Final Connection to Utilities (per section)			\$	7,000.00			0.00
Optional Wall Texture (per section)- <i>choose one</i> O Split Face Block (\$6,5	00) 🔘	Custom Text	ure (\$8	3,500) Reset V	Vall Texture	}	0.00
Optional Roof Texture (per section) Ribbed Metal			\$	6,500.00	•		0.00
Insulation and Heaters (per section)			\$	19,500.00	V		19,500.00
Stainless Steel Water Closet (each)		Qty: 2	\$	2,500.00	V		5,000.00
Stainless Steel Lavatory (each)		Qty: 2	\$	1,750.00	V		3,500.00
Electric Hand Dryer (each)		Qty: 2	\$	1,000.00	V		2,000.00
Electronic Flush Valve (each)		Qty: 2	\$	1,500.00	V		3,000.00
Electronic Lavatory Faucet (each)		Qty: 2	\$	1,500.00	V		3,000.00
Paper Towel Dispenser (each)		Qty:	\$	350.00			0.00
Toilet Seat Cover Dispenser (each)	a- a	Qty:	\$	350.00			0.00
Sanitary Napkin Disposal Receptacle (each)		Qty:	\$	150.00			0.00
Baby Changing Table (each)		Qty: 2	\$	1,100.00	V	-	2,200.00
Marine Grade Skylight in Restroom (each)  Qty: 2			\$	1,800.00	V	-	3,600.00
Marine Package (excluding fiberglass doors and frames) (per section)  \$\\$4,500.00  \q							0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)  Qty: 1 \$ 6,500.00							6,500.00
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)		Qty:	\$	8,500.00			0.00
2K Anti-Graffiti Coating (per section) \$ 5,000.00							0.00
Optional Door Closure (each)		Qty:	\$	850.00			0.00
Fiberglass Entry and Chase Doors and Frames (each)		Qty:	\$	5,300.00			0.00
Timed Electric Lock System (2 doors- does not include chase door) (eac	h)	Qty:	\$	2,500.00			0.00
Exterior Frostproof Hose Bib with Box (each)		Qty: 1	\$	1,200.00	V		1,200.00
		To	otal fo	r Added Cost	Options:	\$	49,500.00
Custom Options: Crane Surcharge \$7640						\$	14,375.00
			Engine	eering and Sto	te Fees:	\$	8,500.00
Awarded Contract Estimat	ed One-V	Vay Transpo	rtatior	Costs to Site	(quote):	\$	7,265.22
Contract #052725				Estimo	ated Tax:	\$	
Disclaimer: Please call to confirm selected sections are compatible.		Total Cos	t per L	Jnit Placed at	Job Site:	\$	145,358.22
This price quote is good for 60 days from date below, and is	l accept	this quote.	Please	process this	order.		
accurate and complete.						Con	npany Name
							gner's Name ase type or print)
Cary Knutson  DN; CN = Cary Knutson email =  CKnutson@lbfoster.com OU =  zzFOSTER, HIL  Date: 2025.08.03 18:30:17 -05'00'							

Date

Company Representative

Packet Pg. 67			
OPTIONS		ant pre-mail: (SEE) the real-way extend (SEE) (S	
Exterior Color(s) (For single co	lor mark an X. For two-ton	e combinations use W = Wall	s and R = Roof.)
Amber Rose	Berry Mauve	Buckskin	Cappuccino Cream
Charcoal Grey	Coca Milk	Evergreen	Georgia Brick
Golden Beige	Granite Rock	Hunter Green	Java Brown
Liberty Tan	Malibu Taupe	Mocha Caramel	Natural Honey
Nuss Brown	Oatmeal Buff	Pueblo Gold	Raven Black
Rich Earth	Rosewood	Sage Green	Salsa Red
Sand Beige	Sun Bronze	Toasted Almond	Western Wheat
Special roof color #	S <sub>I</sub>	oecial wall color #	
Special trim color #			Use an X to mark options.
Rock Color (*If option is not ava	ilable verify custom wall opt		
Basalt*	Mountain Blend*	Natural Grey*	Romana*
Roof Texture (*If option is not	available verify optional roo	f texture option is selected on p	revious page.)
Ribbed Metal*	X Cedar Shake		
Wall Texture(s) (For single text (*If option is no		d bottom textures use T = Top Il texture option is selected on p	
Split Face Block*	—— Horizontal Lap*	Board & Batt*	Stucco*
Brick*	Distressed Wood*	# X Barnwood	
Rock Wall Texture (bottom te (*If option	exture only) n is not available verify custo	m wall option is selected on pre	evious page.)
Napa Valley*	River Rock*	Flagstone*	Stacked Rock*#
		#Textures not included	d in CXT's quote are additional cost.
Door Opener		<u> </u>	
Non-locking ADA Ha	ndlePrivacy	ADA LatchPu	ll Handle/Push Plate
Deadbolt			
Accessible Signage			
Men	Womer	u Un	isex
Toilet Paper Holder			
2-Roll Stainless Steel	3-Roll S	Stainless Steel	

Notes: City of Woodway TX



# **OPTION 2**

- DEMOLITION
- RESTROOMS

## Kasia Redden

From:

Jimmy Rogers

Sent:

Friday, August 8, 2025 9:39 AM

To:

Kasia Redden

Subject:

Fwd: WFC Pricing

## Sent from my iPhone

## Begin forwarded message:

**From:** johnbennett@jeconstruction.com **Date:** August 4, 2025 at 12:52:36 PM CDT

To: Jimmy Rogers < jwrogers@woodwaytexas.gov>

Subject: RE: WFC Pricing

Jimmy,

Our internet has not been working so I have been working off 5g. I do not have a formal writeup for you, but the rough order of magnitude budgets are below.

Demo of current facility: We are still safe with the \$263,000.00. The only thing I would worry about is any storm drain additions and how we are leaving the site. Currently, we are picking a grade elevation that is similar to the current foundation elevation.

NOBO plan: A rough order of magnitude budget would be about \$1,751,000.00

RBDR Plan: A rough order of magnitude budget would be from \$2,413,000 - \$2,600,000

## John F. Bennett IV

John W. Erwin General Contractor, Inc. 313 South 13th Street Waco, Texas 76701 254-756-6511 | 254-366-7116 mobile jeconstruction.com

From: Jimmy Rogers <jwrogers@woodwaytexas.gov>

Sent: Monday, August 4, 2025 11:37 AM

To: Erwin - John Bennett < johnbennett@jeconstruction.com>

Subject: WFC Pricing

John,

I am just checking in on the pricing we spoke about. My apologies for requesting them on such short notice.



Jimmy Rogers
Woodway Family Center Superintendent
City of Woodway
jwrogers@woodwaytexas.gov
254.772.7491 office
woodwaytexas.gov
discoverywoodway.com











## A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).

## A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).



## **City of Woodway**

## **Woodway Family Center Professional Services**

## **Additional Costs for Cortez Restroom Installation**

Vendor	Bid Amount
Sidewalk	\$2,900.00
Handrails	\$8,200.00
Electric	\$5,000.00
Plumbing	\$4,100.00
HVAC	\$1,300.00
Misc. Cost	\$2,000.00
Total	\$23,500.00

Additional costs based on previous restroom project. These costs are in addition to the cost of the pre-cast concrete restroom.

Date of Approval:	

## **ORDERING INFORMATION**





CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

- 1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206
- 2. ORDERING PROCEDURES: Fax 509-928-8270
- 3. PAYMENT ADDRESS(ES): Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA Account: 1077766885 ABA/Routing: 043000096 Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

- 1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
- 2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
- 3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.
- 5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <a href="http://www.cxtinc.com">http://www.cxtinc.com</a>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

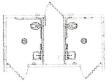
\*\*Customer is responsible for all local permits and fees.

- 6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.
- 7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.
- 8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.
- 9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:
- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

### CORTEZ - 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.







65,718.00

Date

		*Base Price	\$	65,718.00
Optional Sections	10 10 10 10 10 10 10 10 10 10 10 10 10 1			
Restroom* \$65,718 Qty: =\$0	Shower* \$79,4	179 Qty: = \$0		
Family Assist Shower/Restroom Combo* \$76,680 Qty: = \$0	Multipurpose F	Room \$60,840   Qty:       = \$	)	
Concession* \$76,194 Qty: = \$0				
*Includes 4-gallon water heater.	Tota	ıl for Optional Sections	\$	0.00
Added Cost Options		Price per Unit Click to select	G Prince	
Final Connection to Utilities (per section)		\$ 7,000.00		0.00
Optional Wall Texture (per section)- choose one Split Face Block (\$6,500	O) Custom Te	exture (\$8,500) Reset Wall Textu	e	0.00
Optional Roof Texture (per section)	700	\$ 6,500.00		0.00
Insulation and Heaters (per section)		\$ 19,500.00		19,500.00
Stainless Steel Water Closet (each)	Qty: 2	\$ 2,500.00		5,000.00
Stainless Steel Lavatory (each)	Qty: 2	\$ 1,750.00		3,500.00
Electric Hand Dryer (each)	Qty: 2	\$ 1,000.00		2,000.00
Electronic Flush Valve (each)	Qty: 2	\$ 1,500.00		3,000.00
Electronic Lavatory Faucet (each)	Qty: 2	\$ 1,500.00		3,000.00
Paper Towel Dispenser (each)	Qty:	\$ 350.00		0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$ 350.00		0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	\$ 150.00		0.00
Baby Changing Table (each)	Qty: 2	\$ 1,100.00		2,200.00
Marine Grade Skylight in Restroom (each)	Qty: 2	\$ 1,800.00		3,600.00
Marine Package (excluding fiberglass doors and frames) (per section)		\$ 4,500.00		0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$ 6,500.00		6,500.00
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)	Qty:	\$ 8,500.00		0.00
2K Anti-Graffiti Coating (per section)		\$ 5,000.00		0.00
Optional Door Closure (each)	Qty:	\$ 850.00		0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	\$ 5,300.00	1	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty:	\$ 2,500.00		0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$ 1,200.00	+-	1,200.00
- Control of the cont	149.1	Total for Added Cost Options	: \$	49,500.00
Custom Options: Crane Surcharge \$7640			\$	14,375.00
SW-SW-SW-SW-SW-SW-SW-SW-SW-SW-SW-SW-SW-S	The state of the s	Engineering and State Fees	-	8,500.00
Sourcewell	d One-Way Trans	portation Costs to Site (quote	-	7,265.22
Awarded Contract ESTITITUEC  Contract #052725	a one may mans	Estimated Tax		
Disclaimer: Please call to confirm selected sections are compatible.	Total C	Cost per Unit Placed at Job Site	+	145,358.22
This price quote is good for 60 days from date below, and is accurate and complete.	l accept this quot	te. Please process this order.	S	mpany Name Signer's Name

Date: 2025.08.03 18:30:17 -05'00'

Date

Company Representative

CXT Sales Representative

			- 0
Pac	KAT	Ρσ	74
1 ac	100	. 6.	/ 1

### **OPTIONS**

Exterior Color(s) (For single co	lor mark an X. For two-t	one combinations use W =	Walls and $R = Roof.$ )
Amber Rose	Berry Mauve	Buckskin	Cappuccino Cream
Charcoal Grey	Coca Milk	Evergreen	Georgia Brick
Golden Beige	Granite Rock	Hunter Green	Java Brown
Liberty Tan	Malibu Taupe	Mocha Caramel	Natural Honey
Nuss Brown	Oatmeal Buff	Pueblo Gold	Raven Black
Rich Earth	Rosewood	Sage Green	Salsa Red
Sand Beige	Sun Bronze	Toasted Almond	Western Wheat
Special roof color #		Special wall color # _	
Special trim color #			Use an X to mark options.
Rock Color (*If option is not ava	ilable verify custom wall o	ption is selected on previous	page.)
Basalt*	Mountain Blend	l* Natural Gre	ey* Romana*
Roof Texture (*If option is not	available verify optional r	oof texture option is selected	on previous page.)
Ribbed Metal*	X Cedar Shake		
Wall Texture(s) (For single text (*If option is no		and bottom textures use T wall texture option is selected	
Split Face Block*	—— Horizontal Lap*	Board & Bo	att* Stucco*
Brick*	Distressed Woo	d*# X Barnwood	
Rock Wall Texture (bottom te (*If option	xture only) o is not available verify cus	stom wall option is selected o	n previous page.)
Napa Valley*	River Rock*	Flagstone*	Stacked Rock*#
Door Opener		#Textures not inc	luded in CXT's quote are additional cost.
Non-locking ADA Hai	adle Priva	icy ADA Latch	Pull Handle/Push Plate
Deadbolt		Ley NDN Edition	
Accessible Signage			
Men	Worr	nen	Unisex
Toilet Paper Holder			
2-Roll Stainless Steel	3-Ro	II Stainless Steel	
Notes: City of Woodway TX			



# **OPTION 3**

- DEMOLITION
- PARKING LOT
- RESTROOMS

### Kasia Redden

From:

Jimmy Rogers

Sent:

Friday, August 8, 2025 9:39 AM

To: Subject: Kasia Redden Fwd: WFC Pricing

Sent from my iPhone

Begin forwarded message:

From: johnbennett@jeconstruction.com Date: August 4, 2025 at 12:52:36 PM CDT

To: Jimmy Rogers < jwrogers@woodwaytexas.gov>

Subject: RE: WFC Pricing

Jimmy,

Our internet has not been working so I have been working off 5g. I do not have a formal writeup for you, but the rough order of magnitude budgets are below.

Demo of current facility: We are still safe with the \$263,000.00. The only thing I would worry about is any storm drain additions and how we are leaving the site. Currently, we are picking a grade elevation that is similar to the current foundation elevation.

NOBO plan: A rough order of magnitude budget would be about \$1,751,000.00

RBDR Plan: A rough order of magnitude budget would be from \$2,413,000 - \$2,600,000

#### John F. Bennett IV

John W. Erwin General Contractor, Inc. 313 South 13th Street Waco, Texas 76701 254-756-6511 | 254-366-7116 mobile jeconstruction.com

From: Jimmy Rogers < jwrogers@woodwaytexas.gov>

Sent: Monday, August 4, 2025 11:37 AM

To: Erwin - John Bennett < johnbennett@jeconstruction.com>

Subject: WFC Pricing

John,

I am just checking in on the pricing we spoke about. My apologies for requesting them on such short notice.



Jimmy Rogers
Woodway Family Center Superintendent
City of Woodway
jwrogers@woodwaytexas.gov
254.772.7491 office
woodwaytexas.gov
discoverywoodway.com











### A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).

#### A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).

### Kasia Redden

From:

Adam Niolet

Sent:

Thursday, August 7, 2025 8:09 AM

To:

Kasia Redden

Subject:

FW: WFC Parking at Existing Building Site

Numbers for parking lot option...



Adam Niolet, CPM, ICMA-CM City Manager City of Woodway aniolet@woodwaytexas.gov 254.772.4480 office woodwaytexas.gov discoverwoodway.com









From: Jacob Bell <jbell@walkerpartners.com> Sent: Wednesday, August 6, 2025 5:32 PM

To: Jimmy Rogers < jwrogers@woodwaytexas.gov>

Cc: Adam Niolet <aniolet@woodwaytexas.gov>; Jonathan Cannon <jcannon@walkerpartners.com>; Talmadge Hill

<thill@walkerpartners.com>

Subject: RE: WFC Parking at Existing Building Site

### Jimmy:

Here are some high level numbers for comparison purposes. A few disclaimers:

- These have not been designed yet, so the costs can and likely will change!
- Estimates include paving, grading, drainage, illumination, and minor landscaping. Estimates exclude utilities.
- Engineering & Surveying is a simple 10% of the construction cost for now; we'll dial in the fees once the scope is known, but this should be a representative cost.
- We used the recent Wood Valley and Whitehall Park parking lot projects for the basis of construction cost: those projects ranged from \$22/SF to \$35/SF depending on which lot and the material (asphalt or concrete). I used \$30/SF in this estimate. Hopefully, we can get this down, but won't know until we go through design.

Option 1 (Demo Switchback Ramp)

- 41 Spaces
- \$450,000 Construction
- \$45,000 Engineering & Survey

Option 2 (Keep Switchback Ramp)

### Packet Pg. 79

- 33 Spaces
- \$400,000 Construction
- \$40,000 Engineering & Survey

Please let us know if you have any questions.

Thanks,

**JACOB** BELL, P.E. Vice President

### Walker Partners

W 254.714.1402 M 254.744.6686

From: Jimmy Rogers < jwrogers@woodwaytexas.gov >

**Sent:** Wednesday, August 6, 2025 4:06 PM **To:** Jacob Bell < <u>ibell@walkerpartners.com</u>>

**Cc:** Adam Niolet <a href="mailto:aniolet@woodwaytexas.gov">
; Jonathan Cannon <a href="mailto:gcannon@walkerpartners.com">
; Jonathan Cannon <a href="mailto:gcannon@walkerpartners.com">gcannon@walkerpartners.com</a>

Subject: Re: WFC Parking at Existing Building Site

Jacob,

Just following up on this item. Any update?



Jimmy Rogers
Woodway Family Center Superintendent
City of Woodway
jwrogers@woodwaytexas.gov
254.772.7491 office
woodwaytexas.gov



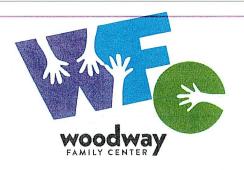




discoverywoodway.com







### **City of Woodway**

### **Woodway Family Center Professional Services**

### **Additional Costs for Cortez Restroom Installation**

Vendor	Bid Amount
Sidewalk	\$2,900.00
Handrails	\$8,200.00
Electric	\$5,000.00
Plumbing	\$4,100.00
HVAC	\$1,300.00
Misc. Cost	\$2,000.00
Total	\$23,500.00

Additional costs based on previous restroom project. These costs are in addition to the cost of the pre-cast concrete restroom.

Approval Signature:	
Date of Approval:	

### ORDERING INFORMATION





CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

- 1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206
- 2. ORDERING PROCEDURES: Fax 509-928-8270
- 3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA Account: 1077766885 ABA/Routing: 043000096 Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

- 1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
- 2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
- 3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.
- 5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <a href="http://www.cxtinc.com">http://www.cxtinc.com</a>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

\*\*Customer is responsible for all local permits and fees.

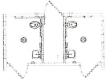
- 6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.
- 7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.
- 8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.
- 9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:
- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

### CORTEZ - 10' 3" X 17'

**CXT Sales Representative** 

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.







\*Base Price

\$ 65,718.00

Date

Optional Sections					100 mg/m			
Restroom* \$65,718 Qty: = \$0		Show	er* \$79,479	Qty:	= \$0			
Family Assist Shower/Restroom Combo* \$76,68	30 Qty: = \$0	Multip	purpose Roo	m \$60	0,840 Qty:	= \$0		
Concession*\$76,194 Qty: = \$0			100					-
*Includes 4-gallon water heater.			Total fo	or Opt	ional Sectio		\$	0.00
Added Cost Options				Pri	ce per Unit	Click to select		
Final Connection to Utilities (per section)				\$	7,000.00			0.00
Optional Wall Texture (per section)- choose one (	Split Face Block (\$6,500	) Oc	ustom Texti	ure (\$8	3,500) Reset V	Vall Texture	and the same of th	0.00
Optional Roof Texture (per section)	Ribbed Metal			\$	6,500.00			0.00
Insulation and Heaters (per section)				\$	19,500.00	V		19,500.00
Stainless Steel Water Closet (each)			Qty: 2	\$	2,500.00	V		5,000.00
Stainless Steel Lavatory (each)			Qty: 2	\$	1,750.00	V		3,500.00
Electric Hand Dryer (each)			Qty: 2	\$	1,000.00	V		2,000.00
Electronic Flush Valve (each)			Qty: 2	\$	1,500.00	V		3,000.00
Electronic Lavatory Faucet (each)			Qty: 2	\$	1,500.00	V		3,000.00
Paper Towel Dispenser (each)			Qty:	\$	350.00			0.00
Toilet Seat Cover Dispenser (each)			Qty:	\$	350.00			0.00
Sanitary Napkin Disposal Receptacle (each)			Qty:	\$	150.00			0.00
Baby Changing Table (each)			Qty: 2	\$	1,100.00	V		2,200.00
Marine Grade Skylight in Restroom (each)			Qty: 2	\$	1,800.00	V		3,600.00
Marine Package (excluding fiberglass doors and	d frames) (per section)			\$	4,500.00			0.00
Exterior Mounted ADA Drinking Fountain w/Ca			Qty: 1	\$	6,500.00	V		6,500.00
Exterior Mounted ADA Drinking Fountain w/Bo	ttle Filler (each)		Qty:	\$	8,500.00			0.00
2K Anti-Graffiti Coating (per section)				\$	5,000.00			0.00
Optional Door Closure (each)			Qty:	\$	850.00			0.00
Fiberglass Entry and Chase Doors and Frames (	(each)		Qty:	\$	5,300.00			0.00
Timed Electric Lock System (2 doors- does not	include chase door) (each)		Qty:	\$	2,500.00			0.00
Exterior Frostproof Hose Bib with Box (each)			Qty: 1	\$	1,200.00	V		1,200.00
			To	tal for	Added Cost	Options:	\$	49,500.00
Custom Options: Crane Surcharge \$7640							\$	14,375.00
Sourcewell X				Engine	ering and Sto	ate Fees:	\$	8,500.00
Awarded Contract	Estimated	One-W	ay Transpor	rtation	Costs to Site	(quote):	\$	7,265.22
Contract #052725					Estimo	ated Tax:	\$	
Disclaimer: Please call to confirm selected section	ns are compatible.		Total Cost	t per U	Init Placed at	Job Site:	\$	145,358.22
							<u></u>	
This price quote is good for 60 days from date	below, and is	accept	this quote. I	Please	process this	order.		
accurate and complete.							Con	npany Name
								gner's Name ase type or print)
Cary Knutson DN; CN = Cary Kr CKnutson@lbfost zzFOSTER, HIL Date: 2025.08.03	nutson email = er.com OU =							

Date

Company Representative

OPTIONS			
Exterior Color(s) (For single co	olor mark an X. For two-tone	combinations use W = Wal	ls and R = Roof.)
Amber Rose	Berry Mauve	Buckskin	Cappuccino Cream
Charcoal Grey	Coca Milk	Evergreen	Georgia Brick
Golden Beige	Granite Rock	Hunter Green	Java Brown
 Liberty Tan	Malibu Taupe	Mocha Caramel	—— Natural Honey
Nuss Brown	Oatmeal Buff	Pueblo Gold	Raven Black
Rich Earth	Rosewood	Sage Green	Salsa Red
Sand Beige	Sun Bronze	Toasted Almond	Western Wheat
Special roof color #	Spe	cial wall color #	
Special trim color #			Use an X to mark options.
Rock Color (*If option is not ava	ilable verify custom wall option	n is selected on previous page	
Basalt*	Mountain Blend*	Natural Grey*	Romana*
Roof Texture (*If option is not	available verify optional roof t	exture option is selected on p	previous page.)
Ribbed Metal*	X Cedar Shake		
Wall Texture(s) (For single text (*If option is no	ture mark an X. For top and t t available verify custom wall t		
Split Face Block*	—— Horizontal Lap*	Board & Batt*	Stucco*
Brick*	Distressed Wood*#	X Barnwood	
Rock Wall Texture (bottom te (*If option	exture only) o is not available verify custom	wall option is selected on pro	evious page.)
Napa Valley*	River Rock*	Flagstone*	Stacked Rock*#
Door Opener		#Textures not included	d in CXT's quote are additional cost.
Non-locking ADA Har		DA Latah Do.	II Handle/Push Plate
Deadbolt Deadbolt	ndle Privacy A		ii Hullule/Pusii Plute
Accessible Signage	[]		
Men	Women	Ur	iisex
Toilet Paper Holder			
2-Roll Stainless Steel	3-Roll Sto	ainless Steel	

Notes: City of Woodway TX



# **OPTION 4**

- DEMOLITION
- WHIRLIX INCLUSIVE PLAYGROUND AND PICKLEBALL COURTS
  - RESTROOMS

### Kasia Redden

From:

Jimmy Rogers

Sent:

Friday, August 8, 2025 9:39 AM

To: Subject: Kasia Redden Fwd: WFC Pricing

Sent from my iPhone

Begin forwarded message:

**From:** johnbennett@jeconstruction.com **Date:** August 4, 2025 at 12:52:36 PM CDT

To: Jimmy Rogers < jwrogers@woodwaytexas.gov>

Subject: RE: WFC Pricing

Jimmy,

Our internet has not been working so I have been working off 5g. I do not have a formal writeup for you, but the rough order of magnitude budgets are below.

Demo of current facility: We are still safe with the \$263,000.00. The only thing I would worry about is any storm drain additions and how we are leaving the site. Currently, we are picking a grade elevation that is similar to the current foundation elevation.

NOBO plan: A rough order of magnitude budget would be about \$1,751,000.00

RBDR Plan: A rough order of magnitude budget would be from \$2,413,000 - \$2,600,000

#### John F. Bennett IV

John W. Erwin General Contractor, Inc. 313 South 13th Street Waco, Texas 76701 254-756-6511 | 254-366-7116 mobile jeconstruction.com

From: Jimmy Rogers < jwrogers@woodwaytexas.gov>

Sent: Monday, August 4, 2025 11:37 AM

To: Erwin - John Bennett < johnbennett@jeconstruction.com>

**Subject:** WFC Pricing

John,

I am just checking in on the pricing we spoke about. My apologies for requesting them on such short notice.



Jimmy Rogers
Woodway Family Center Superintendent
City of Woodway
jwrogers@woodwaytexas.gov
254.772.7491 office
woodwaytexas.gov
discoverywoodway.com











### A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).

### A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution, or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper).



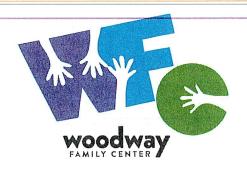
ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:
Whirlix Design Inc.
1916 K Avenue
Plano, TX 75074
Phone: 214-714-6306
Email: Estimating@whirlix.com

### **BUDGETARY**

February 13, 2024

	EII	naii: Estimating	@WIIIIX.COIII
PROJECT:	City of Woodway		
City:	Woodway, TX		
	jwrogers@woodwaytexas.gov		F.O.B.
			FREIGHT
CONTACT:	Kenny Carroll		
Phone	kcarroll@whirlix.com		50% Balance when ships
	469-512-5602		TERMS (Payment terms will be based, in part, on credit
			review that is pulled from The Experian Business
BILL TO:			Division
		<del></del>	
			Pricing good for 30 Days from Date of Proposal

	We are	pleased to submit this proposal to suppl	y the following items:			
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	WEIGHT	EXTENDED AMT	
		Project Name				
1	Equipment	Blue/green Shade Playground	\$156,000.00		\$ 156,000.00	
1	Freight/Installation		\$61,000.00		\$ 61,000.00	
					\$ -	
				-	\$ -	
1 1	Pickleball			-	\$ -	
1 2	Freight Installation	site/dirt work not included	\$48,000.00	-	\$ 96,000.00	
2	Installation	Site/dirt work not included	\$40,000.00	-	\$ 50,000.00	
	Surfacing	2500sq' PIP		1	\$ -	*
1	Installation	PIP and Drainage	\$78,400.00		\$ 78,400.00	
					\$ -	,
	Demo				\$ -	
					\$ -	
					\$ -	
				. 9	\$ -	
	1			1	\$ -	
		k Exemption Form Requied or Sales Tax Will B dard Terms and Conditions for Installation		1	Φ -	
SIGNATURE		IS PROPOSAL WILL CONSTITUTE A	Total Weigh	t -		
		PROVAL BY WHIRLIX DESIGN L.L.C.	rotar rroign			
		DGEMENT CONSTITUTES SUCH APPROVAL.	SUBTOT	AL MATERIAL	\$391,400.00	
	PURPOSES ONLY					_
ACCEPTED BY	CUSTOMER	DATE				
						-
PRINT NAME				SALES TAX		
PROPOSED BY	The state of the s	DATE				
<b>Brady Dillow</b>				TOTAL	\$391,400.00	Total includes BuyBoard Discount
PRINT NAME		81				



### **City of Woodway**

### **Woodway Family Center Professional Services**

### Additional Costs for Cortez Restroom Installation

Vendor	Bid Amount
Sidewalk	\$2,900.00
Handrails	\$8,200.00
Electric	\$5,000.00
Plumbing	\$4,100.00
HVAC	\$1,300.00
Misc. Cost	\$2,000.00
Total	\$23,500.00

Additional costs based on previous restroom project. These costs are in addition to the cost of the pre-cast concrete restroom.

Approval Signature:	ALTER MODERN STATE OF THE STATE	
Date of Approval:	-	

### **ORDERING INFORMATION**





CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

- 1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206
- 2. ORDERING PROCEDURES: Fax 509-928-8270
- 3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA Account: 1077766885 ABA/Routing: 043000096 Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

- 1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
- 2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
- 3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.
- 5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <a href="http://www.cxtinc.com">http://www.cxtinc.com</a>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

\*\*Customer is responsible for all local permits and fees.

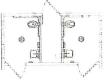
- 6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.
- 7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.
- 8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.
- -9. DELIVERY INFORMATION: All-prices F.O.B. origin-prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:
- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

### CORTEZ - 10' 3" X 17'

CXT Sales Representative

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.







\*Base Price

\$ 65,718.00

Date

Family Assist Shower/Restroom Combo* \$76,680 Qty: = \$0  Multiput Concession* \$76,194 Qty: = \$0  *Includes 4-gallon water heater.  Added Cost Options  Final Connection to Utilities (per section)  Optional Wall Texture (per section) - choose one Split Face Block (\$6,500) Custopional Roof Texture (per section)  Insulation and Heaters (per section)	Total for	Qty: = \$0 n \$60,840 Qty: - Optional Section - Price per Unit	= \$0 ons	\$	0.00
Concession*\$76,194 Qty: = \$0  *Includes 4-gallon water heater.  Added Cost Options  Final Connection to Utilities (per section)  Optional Wall Texture (per section) - choose one Split Face Block (\$6,500) Custopional Roof Texture (per section)  Insulation and Heaters (per section)	Total for	Optional Section	ons S	\$	0.00
*Includes 4-gallon water heater.  Added Cost Options  Final Connection to Utilities (per section)  Optional Wall Texture (per section) - choose one Split Face Block (\$6,500) Custopional Roof Texture (per section) Ribbed Metal  Insulation and Heaters (per section)		Price per Unit		\$	0.00
Added Cost Options  Final Connection to Utilities (per section)  Optional Wall Texture (per section) - choose one Split Face Block (\$6,500) Cust Optional Roof Texture (per section) Ribbed Metal Insulation and Heaters (per section)		Price per Unit		\$	0.00
Final Connection to Utilities (per section)  Optional Wall Texture (per section) - choose one Split Face Block (\$6,500) Cust Optional Roof Texture (per section) Ribbed Metal  Insulation and Heaters (per section)	ustom Textu	CONTRACTOR SOCIAL SOCIA	Click to		5.00
Optional Wall Texture (per section) - choose one Split Face Block (\$6,500) Custonal Roof Texture (per section) Ribbed Metal Insulation and Heaters (per section)	ıstom Textui	t 7,000,00 l	select		
Optional Roof Texture (per section) Ribbed Metal Insulation and Heaters (per section)	ıstom Textui	3 7,000.00			0.00
Insulation and Heaters (per section)		re (\$8,500) Reset	Wall Texture	A Table	0.00
		\$ 6,500.00			0.00
		\$ 19,500.00	V		19,500.00
Stainless Steel Water Closet (each)	Qty: 2	\$ 2,500.00	V		5,000.00
Stainless Steel Lavatory (each)	Qty: 2	\$ 1,750.00	V		3,500.00
Electric Hand Dryer (each)	Qty: 2	\$ 1,000.00	V		2,000.00
Electronic Flush Valve (each)	Qty: 2	\$ 1,500.00	V		3,000.00
Electronic Lavatory Faucet (each)	Qty: 2	\$ 1,500.00	V		3,000.00
Paper Towel Dispenser (each)	Qty:	\$ 350.00			0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$ 350.00			0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	\$ 150.00			0.00
Baby Changing Table (each)	Qty: 2	\$ 1,100.00	V		2,200.00
Marine Grade Skylight in Restroom (each)	Qty: 2	\$ 1,800.00	V		3,600.00
Marine Package (excluding fiberglass doors and frames) (per section)		\$ 4,500.00			0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$ 6,500.00	V		6,500.00
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)	Qty:	\$ 8,500.00			0.00
2K Anti-Graffiti Coating (per section)		\$ 5,000.00			0.00
Optional Door Closure (each)	Qty:	\$ 850.00			0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	\$ 5,300.00			0.00
Timed Electric Lock System (2 doors– does not include chase door) (each)	Qty:	\$ 2,500.00			0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$ 1,200.00	V		1,200.00
	Tot	al for Added Cost	Options:	\$	49,500.00
Custom Options: Crane Surcharge \$7640				\$	14,375.00
Source <b>well</b> 3	E	ngineering and St	ate Fees:	\$	8,500.00
Awarded Contract Estimated One-Wa	ay Transport	ation Costs to Site	e (quote):	\$	7,265.22
Contract #052725		Estim	ated Tax:	\$	
Disclaimer: Please call to confirm selected sections are compatible.	Total Cost	per Unit Placed at	Job Site:	\$	145,358.22
This price quote is good for 60 days from date below, and is accurate and complete.	this quote. Pl	lease process this	order.	Sig	ipany Name gner's Name se type or print)

Date

Company Representative

Packet Pg. 91			
OPTIONS		rediction to the temperature of	HE HET THE PROPERTY OF THE PRO
Exterior Color(s) (For single co	olor mark an X. For two-tone	combinations use W = Wa	Ils and $R = Roof.$ )
Amber Rose	Berry Mauve	Buckskin	Cappuccino Cream
Charcoal Grey	Coca Milk	Evergreen	Georgia Brick
Golden Beige	Granite Rock	Hunter Green	Java Brown
Liberty Tan	Malibu Taupe	Mocha Caramel	Natural Honey
Nuss Brown	Oatmeal Buff	Pueblo Gold	Raven Black
Rich Earth	Rosewood	Sage Green	Salsa Red
Sand Beige	Sun Bronze	Toasted Almond	Western Wheat
Special roof color #	Spe	ecial wall color #	
Special trim color #			Use an X to mark options.
Rock Color (*If option is not av	ailable verify custom wall option	n is selected on previous pag	
Basalt*	Mountain Blend*	Natural Grey*	Romana*
Roof Texture (*If option is no	t available verify optional roof t	exture option is selected on	previous page.)
Ribbed Metal*	X Cedar Shake		
Wall Texture(s) (For single tex (*If option is no	kture mark an X. For top and l ot available verify custom wall (		
Split Face Block* _	——— Horizontal Lap*	Board & Batt*	Stucco*
Brick*	Distressed Wood*#	X Barnwood	
Rock Wall Texture (bottom t	exture only) n is not available verify custom	wall option is selected on pr	revious page.)
Napa Valley*	River Rock*	Flagstone*	Stacked Rock*#  ed in CXT's quote are additional cost
Door Opener			
Non-locking ADA Handle Privacy		ADA Latch	ull Handle/Push Plate
Deadbolt			
Accessible Signage			
Men	Women	U	nisex
Toilet Paper Holder			
2-Roll Stainless Stee	el 3-Roll St	ainless Steel	

Notes: City of Woodway TX



# **OPTION 5**

• POOL



### **CONSIDERATIONS FOR WOODWAY**

- General Statistics
- City of Woodway Code of Ordinances
- Waco-McLennan County Health District, State, & ICC regulations
- ADA Compliance
- Lifeguards & Emergency Equipment
- Chemical Storage
- General installation & operating cost estimates
- Public information on installation & operating costs for existing city-operated pools in Texas:
  - Albany City Pool at Webb Park Albany
  - o Amsler Park Aquatic Center McGregor
  - o Olsen Park Pool Clifton
  - o Gatesville City Pool Gatesville

### **General Statistics**

- There have been approximately 400 swimming pool permits issued in Woodway since 1999
- There are 544 pools clearly visible on Google Maps, and an unknown number that may be obscured by trees
- Considering only the 544 visible pools and approximately 3500 residences, approximately 15.5% of Woodway residences have a swimming pool
  - The average in Texas cities in 10-20%
  - Albany, TX (reference pool #1) approximately 5.5% of homes have a swimming pool (830 homes with 45 visible swimming pools)

# City of Woodway Code of Ordinances

# The City of Woodway Code of Ordinances provides that public swimming pools will be regulated according to:

- Code of Ordinances, Chapter 12, Article V
- Texas Administrative Code, Title 25, Part I, Chapter 265, Subchapter L
- Most current edition of International Code Council (ICC) codes
- Requirements of the Waco-McLennan County Health District

### **Permitting & Inspections Requirements:**

Initial and annual permitting and compliance inspections will be conducted through the Waco-McLennan County Health District.

During construction, the City of Woodway Building Inspector will also conduct inspections to confirm that the installation is in compliance with applicable ICC codes.

Additionally, the City of Woodway has adopted specific requirements into ordinance for depth and safety markings on public swimming pools.

### Parking Requirements:

Parking requirements specify a required ratio of 1 parking space for each two hundred (200) square feet of gross floor area. For a public swimming pool, this would include the pool, all decking/paved area, and any structure or space not occupied exclusively by mechanical equipment.

Example: The Albany pool shows 5,392 square feet of pool area and 1,940 square feet of restroom area, totaling 7,332 square feet. At a 1:200 ratio, this would require 36.66 (37) parking spaces.

Per the ordinance, the required parking spaces may be in a parking area that serves multiple buildings, provided that the total number of spaces equals the sum of the requirements for each individual facility.

# Waco-McLennan County Health District, State, & ICC regulations

The Waco-McLennan County Health District provides that public swimming pools will be regulated according to:

- Texas Administrative Code, Title 25, Part I, Chapter 265, Subchapter L
- Most current edition of ICC codes
- All state and federal requirements relating to safety & ADA compliance

### Waco-McLennan County Health District permitting & inspections:

- Initial permit (valid for 1 year): \$250
- Annual renewal: \$125
- The Health District conducts annual inspections, typically between May and September, to verify compliance with safety and sanitation standards as part of permit renewal.

### Pool Classification:

Local municipal pools are most typically classified as Class B pools, which are pools intended for public recreational use. This classification is a determinant for safety and compliance requirements from all regulating agencies.

### Pool Management:

- A trained and certified pool operator (CPO) must be employed to supervise and direct the maintenance and operation of the pool.
  - 5-year certification requires 8-hour course & exam \$350
  - Must complete full course and exam again at each renewal

# Waco-McLennan County Health District, State, & ICC regulations (continued)

### Notable Health District and State of Texas Requirements:

- The CPO is not required to be on-site at all times while the pool is open, however, they are responsible for:
  - Ensuring that all on-site staff are properly trained in day-to-day operations and maintenance
  - Ensuring that required daily testing is completed and records are appropriately maintained and accessible to inspectors
  - Ensuring that lifeguard staff receive training required by Texas
     Department of State Health Services (DSHS)
  - CPO's immediate contact information must be available to onsite staff and regulatory authorities at all times.
- Pool chemicals and machinery rooms must be inaccessible to patrons, particularly children.
  - Chemicals must be stored safely in a cool, dry, well-ventilated area that is inaccessible to patrons and meets all TCEQ/EPA requirements for appropriate chemical storage.
    - May require additional building or enclosed, conditioned space of some kind
    - Will require appropriate safety and stormwater compliance measures (plans/instructions & equipment) in case of leaks, spills, or fire
    - Must be included in state-mandated chemical reporting done by Community Services department
- Animals, except service animals, are prohibited within the pool enclosure.
- Children under 14 must be supervised by an adult while in the pool area.

# Waco-McLennan County Health District, State, & ICC regulations (continued)

- Covered trash receptacles are required where food and beverages are allowed. Glass containers are prohibited in the pool or pool yard.
- Pools, decks, bathhouses, dressing rooms, and other facilities must be kept clean and in good repair. Unsanitary conditions and hazards are grounds for closure until correction.
- The pool must be filled with water from a potable (safe for drinking) water system & be equipped with an RPZ backflow device.
- Pool water must be tested daily and properly maintained, including correct disinfectant, pH, and cyanuric acid levels.
  - Poor visibility, incorrect levels, or introduction of debris or contaminants that may be harmful to health are grounds for immediate closure until corrections and compliant testing are completed
  - Detailed records of water chemistry tests, maintenance activities, inspections, and repairs must be kept on site and available for review - some requiring on-site retention of at least 2 years.
- The pool area must have proper drainage to remove splash water, cleaning water, and rainwater, preventing standing water and ensuring it is routed to the storm sewer or terminates on property without impeding natural flow.
  - Such drainage will be regulated by the Woodway Stormwater Management Plan and TCEQ
  - Because this water will have high levels of chemical disinfectant, the location and method of this type of drainage will need to be coordinated so as not to create a potential issue of noncompliance with TCEQ
  - TCEQ/DSHS will require dechlorination or recapture of some kind

# Waco-McLennan County Health District, State, & ICC regulations (continued)

- The International Swimming Pool and Spa code specifically addresses public swimming pools, covering various aspects, including:
  - Maximum bather load, specified based on pool and deck area
  - Required number and spacing of entries/exits based on width
  - Requirements for depth, size, location, and design of underwater seats and benches
  - Dimensional Tolerances: acceptable construction tolerances for various aspects like depth, length, width, steps, and waterlines
  - Required emergency and information signage
- DSHS requires at least one drinking water fountain or other source of drinking water, such as bottled water, must be provided and available at all times the pool is open for use. Faucets, spigots, or sinks do not qualify, and ICC regulations may require more, depending on size and occupancy load.

# **ADA Compliance**

- The Americans with Disabilities Act (ADA) mandates that public pools provide an accessible means of entry and exit for individuals with disabilities.
- The number and type of required entries is based on size:
  - Pools with less than 300 linear feet of wall must have at least one accessible means of entry/exit, which must be either a pool lift or a sloped entry.
  - Pools with 300 linear feet or more of pool wall must have at least two accessible means of entry/exit, of which one must be a fixed pool lift or sloped entry.
  - Other types of accessible entries include: transfer walls, transfer systems, and accessible pool stairs.
- Wading pools require a sloped entry, and spas must have at least one accessible means of entry.
- Estimated costs of ADA-compliant pool lifts:
  - Manual hydraulic lifts (no battery power) start around \$2000-\$2500 installed
  - Battery-powered lifts (generally preferred because of easier use and independent operation) range from \$3500 to \$7000 installed
  - Portable lifts (more flexible) typically cost between \$4000 and \$6000.
    - A portable lift will not be ADA compliant where a lift is specifically required as a means of entry. It must be secured to the deck and operational during pool hours to meet compliance standards.
  - Lift anchoring systems add approximately \$1000

# Lifeguards & Emergency Equipment

- Water clarity, pool structure coloring, and lighting must be such that the bottom of the pool and the drain in the deepest part of the pool are clearly visible from the edge of the pool during operating hours.
- Safety equipment like rescue poles and life preservers must be readily accessible and within 20 feet of the pool during all operating hours.
- A hard-wired emergency phone or other summoning device capable of reaching emergency services must be available within 200 feet of the pool.
  - May not be a standard phone that goes to an office or operator
  - Must connect directly to emergency personnel 24/7
  - Clear instructions for using the emergency device & emergency signage with the pool's location must be provided
- Class B public swimming pools require lifeguards, with specific requirements set forth by the Texas Department of State Health Services:
  - At least two lifeguards on duty (a plan is required for rotation & breaks); training is the responsibility of the city
- In addition to uniforms, lifeguard equipment must include:
  - A 24-unit OSHA compliant first aid kit, fully stocked and ready
  - A backboard with a head immobolizer and straps
  - A portable Automated External Difibrillator (AED)
  - A Bag-Valve-Mack (BVM) for assisted breathing
  - Signaling devices, such as whistles or bullhorns

# **Lifeguards: Required Training**

- Preseason training: A comprehensive program is required before the start of the season, including:
  - Job duties
  - Emergency action plans for submersion, spinal injuries,
     medical emergencies, and weather events
  - Contamination response, including CDC standards for handling chemical spills and other pool area contaminations
  - · Use of all first aid and lifesaving equipment
- In-service training: Throughout the season, lifeguards must have a minimum of 60 minutes of ongoing training per 40 hours of work required (Example: McGregor's pool has a closed lifeguard in-service session every Monday)
- Performance audits: Regular assessments of lifeguard skills and response are required.
- Detailed records of all certifications and training must be maintained for at least 3 years.
- Each lifeguard on duty must be assigned a specific area to monitor, and they must be able to monitor the entire area, such that the entire pool area is covered.
- Lifeguards may not be assigned any duties that would interfere with their ability to supervise swimmers. This might include water testing and/or custodial duties.
- When the water depth is greater than 5-feet, OSHA-compliant lifeguard stands with sunshades are required, Such structures start at approximately \$5000.

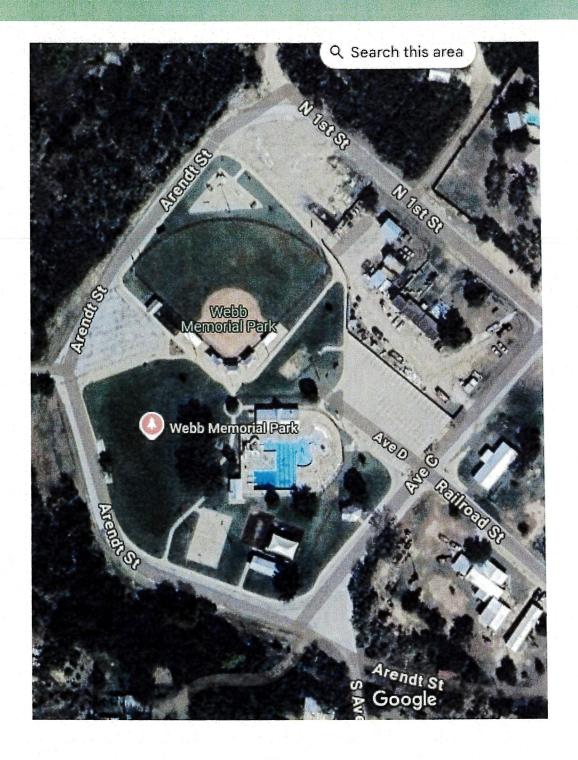
## **Chemical Storage**

- Appropriate location (per TCEQ):
  - Cool, dry, and well-ventilated
  - Away from direct sunlight, heat sources, and doors or windows
  - Off the ground to prevent contact with water & potential spills (recommend storage cabinets with trays or linersstarting at appx. \$2000/each)
  - Protected from water leaks from roofs, windows, or pipes
  - Locked and inaccessible to patrons, especially children
  - If outdoors (not recommended due to heat) storage areas must have fencing at least 6 feet high with self-closing, selflatching gate and permanent locking mechanism
- Chlorine and acid may not be stored side-by-side, and liquid chemicals may not be stored above dry chemicals, so space must be large enough to accommodate appropriate spacing.
- Emergency eye-wash station must be provided in space
- Permanent signage on all doors opening into chemical storage as required
- Unwanted or deteriorating chemicals must be disposed of in accordance with TCEQ regulations (hazardous waste disposal)
- Trained personnel are necessary for handling pool chemicals, especially those responsible for water quality maintenance

# General Installation & Operating Cost Estimates

- Factors Influencing Cost:
  - Size & depth
  - Materials
  - Type of pool & additional/special features
  - Location (soil type, special requirements, access, etc.)
  - Labor costs
  - Ongoing maintenance
- General Cost Estimates:
  - In-ground pools: \$30,000 to \$100,000 plus
  - Lap pools: \$40,000 to \$60,000
  - Concrete pools: \$50,000 to \$100,000
  - o Fiberglass pools: \$30,000 to \$60,000
  - Vinyl pools: \$25,000 to \$50,000
  - Olympic-sized pools: \$300,000 to \$500,000
  - o Indoor pools \$200,000 plus
- Other cost-to-build considerations:
  - o Bathroom/changing facilities & office/first aid area for staff
  - Chemical storage building/area
  - Additional parking area
  - ADA-compliant entrances/lifts
  - Feasibility studies, surveys, soil studies, etc. for planning
  - Lifeguard stand(s)
  - Staff (Pool manager \$17.60/hr avg; Lifeguard \$16.00/hr avg times at least 2, plus possible benefits depending on hours worked- Average community pool open 35 -70 hrs/wk for appx. 10 weeks per year, plus training time; Additional custodial staff?)

# Albany City Pool at Webb Park - Albany, TX



# Albany City Pool at Webb Park - Albany, TX

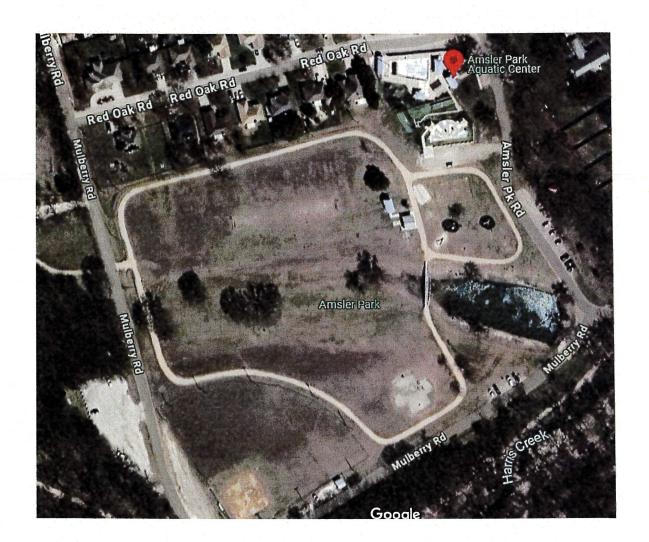




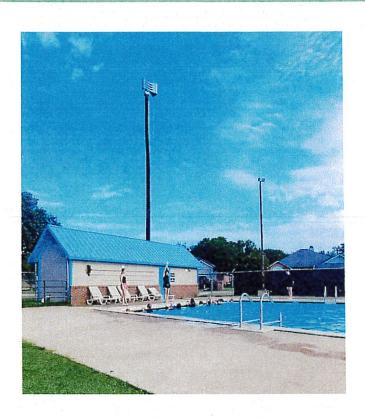
# Albany City Pool at Webb Park - Albany, TX

- Hours (36 hours of use):
  - Monday Saturday: 12:30pm 5:30pm; Sunday: 2pm 5pm
  - o Tuesday Night (Family Night): 6pm until 8pm
  - Required training/inservice hours for lifeguards- times not listed, but included 1 inservice hour per week in total hours (would require 1 hour per lifeguard, per 40 hours worked)
- Admission Cost:
  - o Individual Day Swim: \$2.50 per person
  - Season Passes: \$50.00 individual; \$100.00 household
  - \$1.00 per family on Tuesday Family Night
- Constructed as part of larger expansion of Webb Park in 2011/12
  - Pool construction cost in 2011/12: \$2.5 million (total project cost - \$4.3 million)
  - Construction funded by grants and donations
  - Includes ADA-compliant 5,392 square foot pool, theme park type water slide, water play features, diving facilities, & lap swimming areas & 1,940 square foot ADA-compliant bathhouse
- Detailed budget information not available online to determine current maintenance/chemical cost
- Estimated cost of building similar facility in 2025: \$3.9 million
  - Average cost of \$490 per square foot and increasing
  - o Water slides start at \$50,000 and go up to \$250,000 plus

# Amsler Park Aquatic Center - McGregor, TX



# Amsler Park Aquatic Center - McGregor, TX

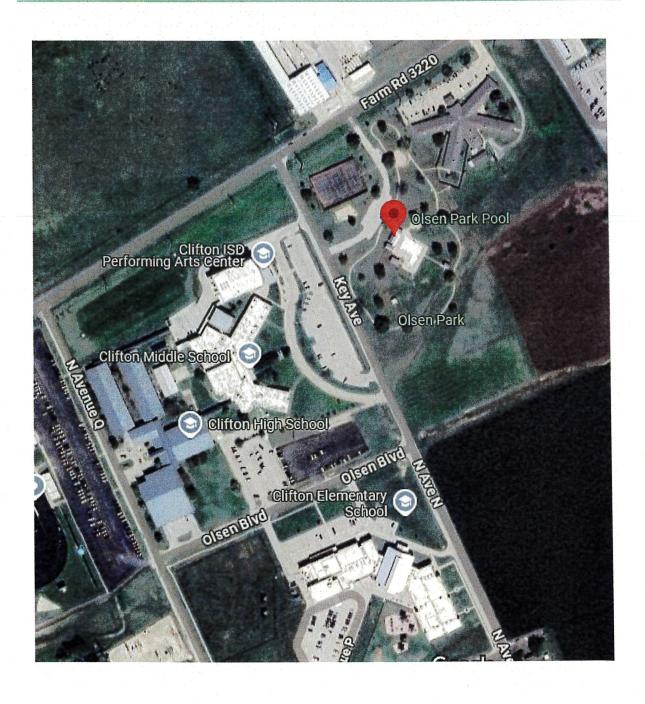




## Amsler Park Aquatic Center - McGregor, TX

- Hours (74 hours of use):
  - Public Hours (37.5 hours per week):
    - Tuesday-Thursday: 12pm-8:30pm; Friday-Saturday: 12pm-6pm
  - Swim Teams & Private Hours (35.5 hours per week):
    - Monday-Saturday: 7am-11:30a; Friday-Saturday: 6pm-9pm; Monday-Saturday: 11:30a-12p (prep time)
  - Lifeguard Training (1 hour per week): Monday from 12p-1p
- Admission Cost:
  - Individual Day Swim: \$3/\$4 (based on age)
  - Season Passes: \$40.00 individual; \$100.00 family of 4
  - \$5.00 Cooler fee
  - Lessons and Rental fees: \$60-\$100 plus \$20 for additional lifeguards
- Constructed in 2004; resurfaced in 2025 for \$120,000
- Standard season June & July (this year pool could not open until end of June due to resurfacing project delays)
- FY24 Reported Pool Revenue: \$17,900
- FY25 Approved Budget:
  - o CPI pool resurfacing \$120,000
  - o Pool equipment (cleaning & chemicals) \$30,000
  - Pool Manager \$9,600
  - o Lifeguards \$48,000
  - Certifications \$480
  - TOTAL (excluding CPI project) \$87,600
  - Includes pool-specific line items ONLY; does not include cost of electricity, insurance, etc.

# Olsen Park Pool - Clifton, TX



# Olsen Park Pool - Clifton, TX



## Olsen Park Pool - Clifton, TX

- Hours (45.5 hours of use):
  - Public Hours (30 hours per week):
    - Tuesday-Sunday: 1pm 6pm
  - Party Rentals (14.5 hours per week):
    - Tuesday-Sunday: 6:30pm-8:30pm
    - Tuesday-Sunday: 6p-6:30p (prep time)
  - Required training/inservice hours for lifeguards- times not listed, but included 1 inservice hour per week in total hours (would require 1 hour per lifeguard, per 40 hours worked)
- Admission Cost:
  - Individual Day Swim: \$2/\$5 (based on age)
  - Season Passes: \$75 individual; \$150.00 family of 5
- · Constructed in late 1980s or early 1990s after donation of land
- Standard season June to mid-August (appx 10 weeks)
- FY24 Reported Pool Revenue: \$24,000
- FY25 Approved Budget:
  - o Pool Salaries & FICA, etc. \$25,946
  - o Pool Reg Equip \$6,000
  - o Pool Chemicals \$13,000
  - Pool Food \$3,000
  - o Pool Maint./Repair \$10,000
  - o Pool School \$1,000
  - o TOTAL \$58,946
  - Includes pool-specific line items ONLY; does not include cost of electricity, insurance, etc.







- Hours (52 hours of use):
  - Public Hours (39 hours per week):
    - Tuesday & Thursday: 12pm 8pm
    - Wednesday, Friday-Saturday: 12pm-6pm
    - Sunday: 1pm-6pm
  - o Party Rentals (12 hours per week):
    - Wednesday, Friday-Saturday: 6pm-10pm
  - Required training/inservice hours for lifeguards- times not listed, but included 1 inservice hour per week in total hours (would require 1 hour per lifeguard, per 40 hours worked)
- Admission Cost:
  - Individual Day Swim: \$3
  - Season Passes: \$40 individual; \$70.00 family of 4
- Constructed in appx. 1980 (per Coryell County Appraisal District)
  - Current amenities include: Concession stand, 1-meter diving board, 6 swimming lanes, 3 children's slides, baby pool, showers & restrooms, shaded areas, patio furniture
- Standard season end of May to mid-August (appx 11 weeks)
- Budget generally includes 20 seasonal employees for pool

(Budget breakdown on following page)

- Utilized FY24 for information FY25 budget book does not fully break down Parks & Rec
- FY24 Pool Revenue (including concessions): \$45,000
- FY24 Approved Budget:
  - Salaries & Social Security \$64,590
  - Utility costs \$8,200
  - o Materials, Supplies, Printing \$12,980
  - School, Travel, Memberships \$2,600
  - o Property, Liability, Worker's Comp Insurance \$1,935
  - Equipment Purchase \$6,600
  - o Retail Items to Sell \$5,000
  - o Miscellaneous \$1,000
  - Repairs & Maintenance \$7,500
  - o TOTAL \$110,405

Historically, swimming pool expenditures account for 1.5-2% of General Fund expenditures.

FEMA Floodplain/Floodway and Impact on the Proposed Pool on WFC Field (Based on our ordinances & FEMA regulations):

- The current WFC fields are entirely encompassed in FEMA flood-designated areas
  - o A portion is Zone AE floodplain
  - Most of the fields are Zone AE Regulatory Floodway
- Primary concerns are not necessarily the pool bowl itself, which would presumably not be considered a risk to raise the level or alter the course of potential floodwaters. The concerns would primarily be:
  - May still be required to perform an engineered "no-rise" study to demonstrate that the pool would not increase flood levels, and would likely need a structural engineer and soil surveys to assess the soil bearing capacity & ensure the pool's stability
  - Using fill in the regulatory floodway is prohibited, both by our ordinance and by FEMA (Concerns with digging out and then filling in around the pool bowl, potential slide, pool decking)
  - Structures for restrooms, equipment & chemical storage, etc. (our ordinance outright prohibits building in the regulatory floodway without engineered hydrologic and hydraulic analyses, and if requirements are satisfied, then requires all structures to adhere to the strict requirements for building within the floodplain – floodproofing, etc.)
    - Could be placed above flood elevation, but would then need to consider the ADA accessibility requirements
  - Placement of slides, pool pumps, ADA lifts that could be damaged and/or dislodged by floodwaters & debris, or obstruct/redirect the flow of the water
    - FEMA states that pool equipment like pumps and filters should be elevated above the base flood elevation to prevent damage
  - Required fencing could constitute an obstruction within the floodway and the floodplain, fencing needs to be designed to allow floodwaters to pass through without causing significant obstruction, often requiring breakaway or hinged designs. However, this may not be compatible with barriers needed around a pool, which require climb-prevention and general security measures that would prevent the pool from being accessed.
- A non-FEMA concern would be the elimination of that playing field, which would create issues with, and possibly eliminate, league play for WFC

Packet Pg. 119



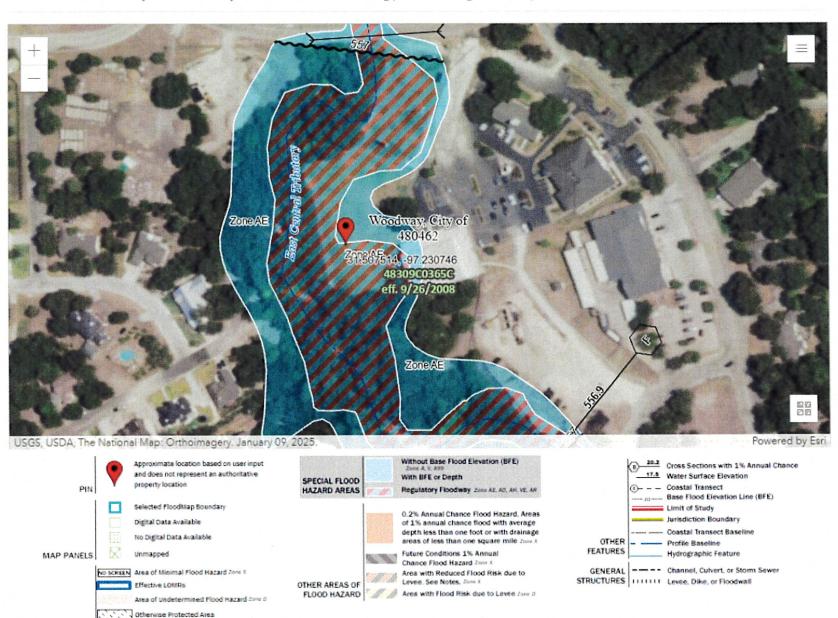




Amendments (22)

Revalidations (2)

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a Go To NFHL Viewer » new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette.



Eacket Pg. 120

Editor's note— Section 2 of Ord. No. 08-14, adopted Aug. 25, 2008, amended and replaced Art. III, §§ 13-30—13-80, in its entirety to read as herein set out. Former Art. III pertained to the same subject matter and derived from Ord. No. 87-8, adopted March 9, 1987.

Cross reference— Preservation of rights under Ordinance No. 87-8, § 13-6; penalties for violations under Ordinance No. 87-8, § 13-7; zoning, App. A.

JION 1. - GENERALLY

13-30. - Statutory authorization.

The legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed nimize flood losses. Therefore, the City Council of Woodway, Texas, does ordain as follows.

'd. No. 08-14, § 2, 8-25-08)

13-31. - Findings of fact.

- (1) The flood hazard areas of City of Woodway are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmenta services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

d. No. 08-14, § 2, 8-25-08)

13-32. - Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health:
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

d. No. 08-14, § 2, 8-25-08)

13-33. - Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

d. No. 08-14, § 2, 8-25-08)

13-34 - Definitions

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosio liment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the one (1) per cent annual chance (100-year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one (1) per cent or greater annual chance of flooding to ar grage depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is arcaterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the floc 2ard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, /AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood means the flood having a 1 percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means the elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without using damage to the elevated portion of the building or supporting foundation system.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation ling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a nonbasement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or umns.

Existing construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for Ms effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adaptain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and :ermination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk mium zones applicable to the community.

Flood insurance study (FIS). See "Flood elevation study."

Floodplain or floodprone area means any land area susceptible to being inundated by water from any source (see definition of "Flooding").

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, od control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading linance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpodo damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding ler to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barric ns, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real sperty, water and sanitary facilities, structures and their contents.

Floodway. See "Regulatory floodway."

Functionally dependent use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port illities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting ti requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by t Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - (a) By an approved state program as determined by the Secretary of the Interior; or
  - (b) Directly by the Secretary of the Interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as vide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accorda h sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking or vehicles, building access or storage in a other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design juirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when nected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

nmunity's flood insurance rate map are referenced.
Packet Pg. 122

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after cember 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start instruction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adplain management regulations adopted by a community.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the ter surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area. See "Area of special flood hazard."

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty (180) days of mit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of umns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading includes the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it lude the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual star construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the rket value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the ucture before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not wever, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulation:

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the vation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) [of the National Flood Insurance Program regulations] is sumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in adplains of coastal or riverine areas.

d. No. 08-14, § 2, 8-25-08)

13-35. - Lands to which this article applies.

This article shall apply to all areas of special flood hazard with the jurisdiction of the City of Woodway.

'd. No. 08-14, § 2, 8-25-08)

13-36. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for McLennan unty, Texas and Incorporated Areas" dated December 20, 2019, with accompanying flood insurance rate maps (FIRM) dated December 20, 2019, and any revisions thereto are hereby adopted by erence and declared to be a part of this article.

d. No. 08-14, § 2, 8-25-08; Ord. No. 19-19, § 1, 10-7-19)

13-37. - Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

d. No. 08-14, § 2, 8-25-08)

13-38. - Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement, covenant, or deed triction conflict or overlan, whichever imposes the more stringent restrictions shall prevail

13-39. - Interpretation.
Packet Pg. 123

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

d. No. 08-14, § 2, 8-25-08)

13-40. - Warning and disclaimer or liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods a will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas we free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this art any administrative decision lawfully made hereunder.

'd. No. 08-14, § 2, 8-25-08)

13-41. - Establishment of development permit.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

d. No. 08-14, § 2, 8-25-08)

13-42-13-54. - Reserved.

JION 2. - ADMINISTRATION

13-55. - Designation of the floodplain administrator.

The city manager is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency Management and sistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

'd. No. 08-14, § 2, 8-25-08)

13-56. - Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this article.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding
- (3) Review, approve or deny all applications for development permits required by adoption of this article.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with article 3, section B [section 13-36] the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of division 3.
- (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fi shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all othe existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.
- (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, or the community's FIRM which increases the water surface elevation of the base flood by more than one (1) foot, provided that the community first completes all of the provisions required by Section 65.12.

d. No. 08-14, § 2, 8-25-08; Ord. No. 19-19, § II, 10-7-19)

#### 13-57. - Permit procedures.

- (1) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and to location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
  - (a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
  - (b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
  - (c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 13-77(2);
  - (d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

- Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors: Packet Pg. 124

  (a) The danger to life and property due to flooding or erosion damage;

  - (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (c) The danger that materials may be swept onto other lands to the injury of others;
  - (d) The compatibility of the proposed use with existing and anticipated development;
  - (e) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, g electrical and water systems:
  - (g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
  - (h) The necessity to the facility of a waterfront location, where applicable;
  - (i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
- d. No. 08-14, § 2, 8-25-08)

#### 13-58. - Variance procedures.

- (1) The board of adjustment, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.
- (2) The board of adjustment shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.
- (3) Any person or persons aggrieved by the decision of the board of adjustment may appeal such decision in the courts of competent jurisdiction.
- (4) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this article.
- Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 13-57(2) of this division have been fully considered. As the lot size increases beyond the one-half ( acre, the technical justification required for issuing the variance increases.
- (7) Upon consideration of the factors noted above and the intent of this article, the board of adjustment may attach such conditions to the granting of variances as it deems necessary to furthe the purpose and objectives of this article.
- Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (10) Prerequisites for granting variances:
  - (a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - (b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, ar (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause frau on or victimization of the public, or conflict with existing local laws or ordinances.
  - (c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, a that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provide that (i) the criteria outlined in section 13-58(1)—(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and crea no additional threats to public safety.

d. No. 08-14, § 2, 8-25-08)

13-59-13-75. - Reserved.

#### JION 3. - PROVISIONS FOR FLOOD HAZARD REDUCTION

#### 13-76. - General standards

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; an
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- d. No. 08-14, § 2, 8-25-08)

Packet Pg. 125

- (1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base floor elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 13-57(1) a., is satisfied.
- (2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight wit walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. It registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods o construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.
- (3) Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in a area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
  - (a) A minimum of two openings on separate walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided
  - (b) The bottom of all openings shall be no higher than one (1) foot above grade.
  - (c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (4) Manufactured homes.
  - (a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For t purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are no limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
  - (b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home part or subdivision, (ii) in a new manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floothem manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
  - (c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the communi FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
    - (i) The lowest floor of the manufactured home is at or above the base flood elevation; or
    - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) Recreational vehicles. Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than one hundred eig (180) consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of section 13-57(1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnity type utilities and security devices, and has no permanently attached additions.

'd. No. 08-14, § 2, 8-25-08)

13-78. - Standards for subdivision proposals.

- (1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with sections 13-31, 13-32, and 13-33 of this article.
- (2) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet floodplain development permit requirements of sectic 13-37, section 13-57, and the provisions of division 3 of this article.
- (3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to <u>section 13-36</u> or <u>section 13-56</u>(8) of this article.
- (4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems loca and constructed to minimize or eliminate flood damage.

'd. No. 08-14, § 2, 8-25-08)

13-79. - Standards for areas of shallow flooding (AO/AH Zones).

Located within the areas of special flood hazard established in article 3, section B [section 13-36] are areas designated as shallow flooding. These areas have special flood hazards associated with od depths of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characteric ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
- (2) All new construction and substantial improvements of nonresidential structures;
  - (a) Have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified); or
  - (b) Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the base flood elevation in an AH Zone, level t structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in article 4, section C [section 15]

d. No. 08 14, § 2, 8-25-08) Packet Pg. 126

3-80. - Floodways

Floodways located within areas of special flood hazard established in article 3, section B [section 13-36] are areas designated as floodways. Since the floodway is an extremely hazardous area due to velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrat through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (2) If section 13-80(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of division 3.
- (3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulation, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

d. No. 08-14, § 2, 8-25-08)

13-81. - Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a idemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than five hundred dollars (\$500.00) for each ation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the city council from taking such other lawful action as is necessary to prevent or nedy any violation.

d. No. 08-14, § 2, 8-25-08)



Q Click on image to zoom



### on Services

tallation throughout the United States for most items.



- done by a local contractor
- 260 pound weight capacity per slide
- · Custom colors available and can be viewed here

Flume ColorSelect colorDeck ColorSelect colorFlag ColorSelect colorRoof ColorSelect colorPost Padding ColorSelect color

Price: \$34,700.00

Shipping calculated at checkout

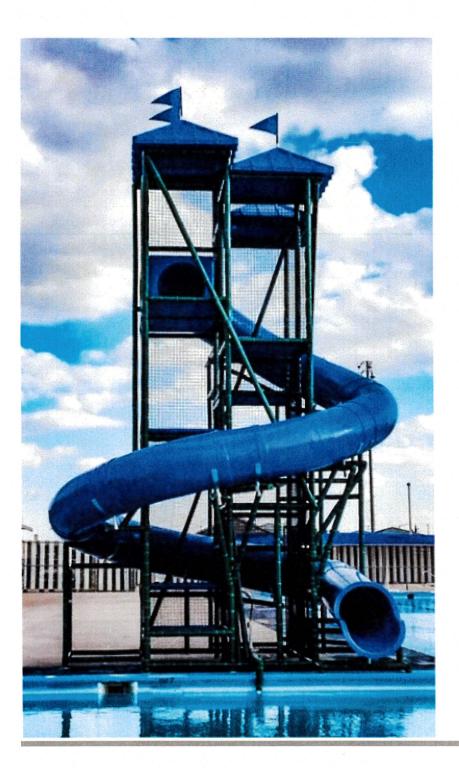
Quantity: - 1 +

Add to Cart



Mo

I got in touch with Willygoat and said here are my areas c



Looking for a long slide but tight on space? The Medite has a massive 77 foot slide that maximizes distance w spiral slide, which will aide users in picking up speed w on a warm summer day. Further, you can customize the your own personal touch. The Mediterranean Sea Wat to your pool or lake area with summer always around

- Installation available for quote
- Freight is an estimate of these slides the exact freigl you by our customer service
- System price does not include any plumbing or elec (i.e. water pumps, pipes, and wiring, etc.)
- Hardware and services are the customer's responsidone by a local contractor
- 260 pound weight capacity per slide
- Custom colors available and can be viewed here

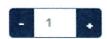
Flume ColorSelect colorDeck ColorSelect colorFlag ColorSelect colorRoof ColorSelect colorPost Padding ColorSelect color

Price: \$74,200.00

# **ALL PRODUCTS**



Rain Deck SS 60" Water Umbrella (RDS301-0) w/ SS Footing Base (RDS399-0)



\$7,231.00



### SEARCH RAIN DECK

TYPE AND PRESS ENTER

### CONTACT US:

Phone: 888-445-RAIN (7246)

Fax: 866-869-3942

Email: info@raindeck.com

### OTHER PRODUCT CATEGORIES

All Products

Commercial Above Ground Features

**LED Lights** 

**Light Commercial Above Ground Features** 

Miscellaneous

**RD Metal Works** 

Residential Above Ground Features

Calsob Dad Cantral Custame

f Facebook Y T

### Equipment » Architectural Shade Structures





### sional Installation Services

junds provides turnkey mobile installation services for all of our products including commercial e chada eterretricae cita firmitura and excepcione needucte. Our avnarte can necesida von mith an



### **Rectangle Commercial Shade Struct**

Brand: SII SKU: RD101208IN

Our premium commercial-grade rectangle hip and ridge shade structures, k shades, are designed to elevate outdoor spaces such as playgrounds, park commercial areas. Crafted with powder-coated steel frames and UV-blo fabric, they block 90% of harmful UV rays. Compliant with local codes rated, these structures offer durability and safety. Available in various size customizable designs, they cater to diverse needs. A fusion of function and create secure havens in outdoor environments, embodying our commitmen These shade structures redefine outdoor comfort, standing as symbols of re innovation.

## \$3,599.00 - \$15,597.00

Select Shade Size	10x12
Select Shade Height	8'
Select Shade Mounting	In-Ground / Embedded
Glide Elbows	No - Standard Model
Select Frame Color	TBD-Undecided
Select Fabric Color	TBD - Undecided

10×12 Rectangle Shade Structure-8' Height -INGROUND - NO GLIDE -

\$3,599.00 \$4,175.00

#### WOODWAY CITY COUNCIL MINUTES

July 14, 2025 – 5:30 p.m.

The Woodway City Council met in a regular meeting in the Donald J. Baker Council Chambers at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on Monday, July 14, 2025, at 5:30 p.m. The following individuals were in attendance:

Mayor:

Amine Qourzal

Mayor Pro Tem:

Storey Cook

Councilmembers:

David Russell, Janell Gilman, David Keyston, Ken Sury and Dave Whitby

Councilmembers Absent:

None

City Manager:

Adam Niolet

Assistant City Manager

Jennifer Rogers

City Secretary: City Staff:

Donna Barkley Brenda Hernandez, Steven Dvorak, Khalil El-Halabi and Todd Gill

Contract Staff:

David Shaw, City Attorney

#### **CALL MEETING TO ORDER**

Mayor Qourzal called the meeting to order at 5:30 p.m.

#### INVOCATION AND PLEDGE

1. INVOCATION

Councilmember Whitby provided the invocation.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the United States Flag was recited in unity.

#### **PUBLIC COMMENT**

- THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY MATTER, INCLUDING ITEMS ON THE AGENDA, EXCEPT PUBLIC HEARINGS THAT ARE INCLUDED ON THE AGENDA. COMMENTS RELATED TO PUBLIC HEARINGS WILL BE HEARD WHEN THE SPECIFIC HEARING STARTS. PLEASE LIMIT YOUR COMMENTS TO THREE (3) MINUTES PER RESOLUTION R-87-11. THE COUNCIL IS NOT PERMITTED TO TAKE ANY ACTION OR DISCUSS ANY ITEM NOT LISTED ON THE AGENDA. WHEN CALLED TO SPEAK, PLEASE STATE YOUR NAME AND ADDRESS, AND IF SPEAKING ON A SPECIFIC AGENDA ITEM, STATE THE ITEM BEFORE BEGINNING YOUR COMMENTS
  - Erika Beverly, resident spoke on Executive Session language being too vague, waterlines on Beverly Drive and the fact that she nor her neighbor has a water meter. She feels the budget is misaligned with recreation.
  - Courtney Rogers, resident spoke on the swim school being run from her home and to address previous concerns.

#### WOODWAY CITY COUNCIL MINUTES

Page 2 July 14, 2025, at 5:30 p.m.

- Lindsey Carl, resident Thanked the P.S. Department for saving her house from a fire. She also spoke on the Woodway Family Center and the need to open it up to the ages eighteen and up instead of fifty-five and up.
- JimAnne Heather, resident Spoke on the new Woodway Family Center and stated that Jimmy has done a wonderful job with all the activities.
- Susan Richards, Waco resident, representing her father, Newman Copeland (one of the original owners of the property given to the Waco Boys Club) and spoke on the deed restrictions.
- Linda McGregor, resident Spoke on the purpose of the Woodway Family Center property. What is the specific purpose for the building whether kept or torn down?
- The following citizens spoke in favor of keeping the old Woodway Family Center open: Febes Kavanagh, Patti Gooch, Myra Abendschein, Susan Richards, Dollie Sanders, Victor Fowler and Dwain Moss.
- Jan Smith, resident Spoke on the old Woodway Family Center and the fact that for approximately four years, seniors did not participate at the old Woodway Family Center. She also said that if the Council decides to keep the building, the Texas Department of Licensing and Regulation (TDLR) will show up and do a building inspection (inside and outside). They will provide a list on how to update the building and how to bring it up to code.
- Charles Anderson, resident Spoke on the financial report dated September 2024 with regards to operational challenges faced during the year caused by wells being down and the need to purchase more water from the City of Waco.
- Richard Maker, resident He received a letter from TCEQ, and it is unacceptable that Woodway had 8,200 gallons of sewage exposed to the Woodway citizens.
- Karla Grisham, resident Spoke on the old Woodway Family Center. She stated that even if they have not spoken at a meeting, there are a lot more people in favor of not keeping the old Woodway Family Center that are not in attendance. She thanked the mayor for serving at this time.

#### **PRESENTATIONS**

#### 4. PRESENTATION OF YARD OF THE MONTH FOR JULY

The Yard of the Month for July was awarded to the Geiger family, 820 Clarence Dr.

#### 5. PRESENTATION OF MUNICIPAL CLERK'S OFFICE ACHIEVEMENT OF EXCELLENCE AWARD

Mr. Niolet introduced Bobbie Jo Taylor, City Secretary for the City of Alvarado and a Trustee for the Texas Municipal Clerks Association.

She presented the Municipal Clerk's Office Achievement of Excellence Award to Texas Registered Municipal Clerk, Donna Barkley and to the City of Woodway. This distinguished award is bestowed only on Texas cities that meet certain criteria each year including Records Management, Professional Development, Government Transparency, Elections, Awards and Recognition, Open Meetings Act, Public Information Act, and more. Only forty-five of the one thousand two hundred and twenty-five incorporated municipalities in Texas were chosen this year.

#### 6. INTRODUCTION OF NEW PUBLIC SAFETY OFFICER

Chief El-Halabi introduced the City's newest Public Safety Officer, Seth Robinson. He is a certified paramedic and recently graduated from the Police Academy of twenty plus cadets and was Valedictorian of the class. He was also

WOODWAY CITY COUNCIL MINUTES Page 3
July 14, 2025, at 5:30 p.m.

named "Top Shot" exhibiting most accuracy with his side arm of any other cadet as well.

7. QUARTERLY PRESENTATION – PUBLIC SAFETY DEPARTMENT'S REPORT REGARDING CRIME STATISTICS AND LAW ENFORCEMENT ACTIVITIES IN THE THIRD QUARTER OF 2025

Chief El-Halabi presented the quarterly report. He went over a few pictures on the PowerPoint presentation before presenting the quarterly comparison statistics for April 1 – June 30, 2024, and April 1 – June 30, 2025. He provided information regarding how many hours of learning and training it takes to become a Woodway PSD Officer. You will be seeing the new Ford Explorer patrol units that were approved for purchase last year in a couple of months. Questions were answered.

8. SEMI-ANNUAL PRESENTATION – CARLEEN BRIGHT ARBORETUM AND PAVILION AT THE ARBORETUM'S REPORT REGARDING REPAIRS, IMPROVEMENTS, ATTENDANCE, AND PROGRAMMING FOR PREVIOUS SIX MONTHS

Jack Stanley, CBA Superintendent, presented the Semi-Annual report for the Carleen Bright Arboretum covering January 2025 through June 2025.

Lynsie Gomez, Event Center and Tourism Superintendent presented the Semi-Annual report for the Pavilion and Discover Woodway covering January 2025 through June 2025.

There were no questions.

9. SEMI-ANNUAL PRESENTATION – WOODWAY FAMILY CENTER'S REPORT REGARDING REPAIRS, IMPROVEMENTS, ATTENDANCE CONSTRUCTION, AND PROGRAMMING FOR PREVIOUS SIX MONTHS

Jimmy Rogers, Family Center Superintendent presented the Semi-Annual report on the Woodway Family Center from January 2025 through June 2025. Questions were answered.

#### **EXECUTIVE SESSION**

10. NOTICE IS HEREBY GIVEN THAT A CLOSED MEETING WILL BE HELD PURSUANT TO SECTION 551.071(2) OF THE GOVERNMENT CODE (V.C.T.A.) THAT AUTHORIZES A GOVERNMENTAL BODY TO CONSULT WITH ITS ATTORNEY IN AN EXECUTIVE SESSION TO SEEK HIS OR HER ADVICE ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER.

Mayor Qourzal recessed the open meeting at 6:55 p.m.

Mayor Qourzal reconvened the open meeting at 7:27 p.m.

WOODWAY CITY COUNCIL MINUTES

Page 4

July 14, 2025, at 5:30 p.m.

#### **OPEN SESSION AND RELATED ACTION**

11. DISCUSSION AND CONSIDER ACTION ON THE RECOMMENDATION FROM THE PARKS & RECREATION COMMISSION TO DEMOLISH THE OLD WOODWAY FAMILY CENTER AND ON POSSIBLE FUTURE USES OF THE SPACE

Mr. Niolet presented this item.

Councilmember Whitby moved to adopt the recommendation from the Parks & Recreation Commission to demolish the old Woodway Family Center and consider possible future uses of this space. Councilmember Gilman seconded, and the motion passed with a 5-2 vote. (Aye: Qourzal, Cook, Gilman, Sury and Whitby; Nay: Russell and Keyston)

Mayor Qourzal recessed the meeting for a break at 8:20 p.m.

Mayor Qourzal reconvened the meeting at 8:30 p.m.

#### ITEMS FOR INDIVIDUAL DISCUSSION, CONSIDERATION AND/OR ACTION

12. DISCUSSION AND CONSIDER ACTION ON RESOLUTION R-25-09, ADOPTING A CODE OF ETHICS FOR ELECTED AND APPOINTED OFFICIALS ("CODE OF ETHICS") FOR MEMBERS OF THE CITY COUNCIL AND OF THE CITY'S BOARDS AND COMMISSIONS

Mayor Pro Tem Cook presented this item as she, the former Mayor Pro Tem Williams and Councilmember Gilman were on the Ordinance Review Committee and worked on this along with the City Attorney and Kasia Redden, Executive Assistant to the City Manager.

Councilmember Keyston moved to adopt Resolution R-25-09, adopting a Code of Ethics for Elected and Appointed Officials ("Code of Ethics") for members of the City Council and of the City's boards and commissions. Mayor Qourzal seconded, and the motion passed unanimously.

# ITEMS RELATED TO PROPOSED 2025/2026 ANNUAL BUDGET AND PROPOSED 2025 AD VALOREM TAX RATE

13. INTRODUCTION OF THE PROPOSED 2025/2026 ANNUAL BUDGET

Ms. Hernandez, Finance Director, presented the proposed budget for the councilmembers to review and discuss at a future meeting.

14. DISCUSSION AND CONSIDER ACTION ON SETTING THE DATE, TIME AND PLACE TO CONDUCT THE REQUIRED PUBLIC HEARING ON THE PROPOSED 2025/2026 ANNUAL BUDGET

Mayor Pro Tem Cook moved to set the required public hearing on the proposed budget for August 25, 2025, 5:30 p.m., at Woodway City Hall, 922 Estates Drive; and authorize the City Secretary to publish notice of the scheduled hearing at least fifteen days in advance of it being held. Councilmember Sury seconded and the motion passed

WOODWAY CITY COUNCIL MINUTES Page 5
July 14, 2025, at 5:30 p.m.

unanimously.

#### **CONSENT AGENDA**

The Consent Agenda consists of non-controversial, routine and budgeted items which require no public hearing. The Consent Agenda is subject to being approved with one single motion; however, the Mayor or any City Councilmember may remove any item from the Consent Agenda for separate discussion and consideration.

- 15. A. DISCUSSION AND CONSIDER ACTION ON MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD JUNE 9, 2025, AT 5:30 P.M.
  - B. DISCUSSION AND CONSIDER ACTION ON ABANDONING THE CITY'S WATER LINE AND INGRESS/ EGRESS UTILITY EASEMENT ON PROPERTY ORIGINALLY DESCRIBED AS A 232.78 ACRE TRACT OF LAND CONVEYED TO BOWERS DEVELOPMENT COMPANY, INC. AND DAN F. PARMAN IN DEED RECORDED IN VOLUME 1511, PAGE 26 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS, SAID EASEMENT BEING RECORDED IN VOLUME 1643, PAGE 798 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS AND FURTHER DESCRIBED IN EXHIBIT "A" AND EXHIBIT "B" (AS INDICATED AS A 15' WIDE WATER LINE INGRESS/EGRESS UTILITY EASEMENT IN THE SURVEY) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH
  - C. DISCUSSION AND CONSIDER ACTION ON RESOLUTION R-25-10, NOMINATING CANDIDATE FOR ELECTION TO THE BOARD OF DIRECTORS OF THE BLUEBONNET WATER SUPPLY CORPORATION
  - D. DISCUSSION AND CONSIDER ACTION RESOLUTION R-25-11, SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEAL
- 16. CONSIDER ACTION ON CONSENT AGENDA

Items A, B and D were removed for separate discussions.

Councilmember Keyston moved that the Consent Agenda be approved as follows:

C. Adopt Resolution R-25-10, nominating Steven Dvorak as the Alternate Member for election to the Board of Directors of the Bluebonnet Water Supply Corporation.

Councilmember Russell seconded, and the motion passed unanimously.

WOODWAY CITY COUNCIL MINUTES

Page 6

July 14, 2025, at 5:30 p.m.

15 A. DISCUSSION AND CONSIDER ACTION ON MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD JUNE 9, 2025, AT 5:30 P.M.

Councilmember Sury moved to approve the minutes of the regular city council meeting held June 9, 2025, at 5:30 p.m. as amended. Councilmember Russell seconded, and the motion passed unanimously.

DISCUSSION AND CONSIDER ACTION ON ABANDONING THE CITY'S WATER LINE AND INGRESS/ EGRESS UTILITY EASEMENT ON PROPERTY ORIGINALLY DESCRIBED AS A 232.78 ACRE TRACT OF LAND CONVEYED TO BOWERS DEVELOPMENT COMPANY, INC. AND DAN F. PARMAN IN DEED RECORDED IN VOLUME 1511, PAGE 26 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS, SAID EASEMENT BEING RECORDED IN VOLUME 1643, PAGE 798 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS AND FURTHER DESCRIBED IN EXHIBIT "A" AND EXHIBIT "B" (AS INDICATED AS A 15' WIDE WATER LINE INGRESS/EGRESS UTILITY EASEMENT IN THE SURVEY) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH

Mr. Niolet presented this item.

Councilmember Russell moved to approve the abandonment of the 15' wide water line ingress/egress utility easement recorded in Volume 1643, Page 798 of the Deed Records of McLennan County, Texas, as further described in Exhibit "A" and Exhibit "B" and authorizing the City Manager to execute any and all necessary documents related to the abandonment. Councilmember Whitby seconded, and the motion passed unanimously.

DISCUSSION AND CONSIDER ACTION RESOLUTION R-25-11, SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEAL

Mr. Niolet presented this item.

Councilmember Russell moved to adopt Resolution R-25-11, denying Oncor Electric Delivery Company LLC's application to amend its Distribution Cost Recovery Factor (DCRF) and update generation riders to increase distribution rates within the City; authorizing participation with the Steering Committee of Cities Served by Oncor; authorizing the hiring of legal counsel; Mayor Pro Tem Cook seconded, and the motion passed unanimously.

#### CITY MANAGER AND CITY COUNCIL REPORTS

17. CITY MANAGER'S REPORT (BRIEFINGS OR UPDATES MAY BE PROVIDED REGARDING CITY SERVICES, ADMINISTRATIVE/PERSONNEL MATTERS, REAL ESTATE/DEVELOPMENT, INFRASTRUCTURE, EVENTS, REGULATIONS, COMMUNITY AND INTERGOVERNMENTAL RELATIONS ISSUES)

Mr. Niolet provided the following:

n	- 1		-		1 2	-
Pa	$c \kappa a$	71	$\mathbf{P}_{\mathbf{C}}$	7	-	7
ı a	$c_{i}$	_ L	1 5	· -	L	,

#### WOODWAY CITY COUNCIL MINUTES

Page 7

July 14, 2025, at 5:30 p.m.

- Congratulations to Kasia Redden, Executive Assistant to the City Manager, for receiving the Governor's Sustained Excellence Award through the Keep Texas Beautiful organization.
- Father and Son Cookout on July 19th
- Farmers Market on July 20th from 11 a.m.- 2 p.m.
- Mayor asked us to organize donation drop-off sites for citizens that were wanting to donate to the flood relief efforts. Thank you to all the citizens that donated to all the flood relief victims and to the First Responders in those areas helping to restore order to chaos. Thank you to the city staff and all departments that came together with little notice to receive truck loads of donations, organize and make deliveries to designated locations down south.

#### 18. CITY COUNCIL REPORTS

There were no reports provided at this time.

#### **CLOSING ITEMS**

#### 19. CONSIDER ACTION ON ADJOURNMENT

ing, Councilmember Gilman seconded, and the meeting
Amine Qourzal, Mayor



## CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 11, 2025  Prepared By: Donna Barkley  Approved By:	<ul> <li>□ Presentation, Report and/or Discussion Only</li> <li>□ Public Hearing/Related Action</li> <li>□ Individual Discussion/Action</li> <li>□ Consent</li> <li>□ Executive Session</li> </ul>	
Caption:		
Discussion and consider action on appointment to the Woodway Youth Commission.		
Background Information:		
The City Council approved the City Council Nominating Committee's recommendations at the May 12 <sup>th</sup> meeting for the annual appointments to the Boards and Commissions.		
However, since that time there were still several vacancies on the Woodway Youth Commission.		
The attached application for volunteer service was provided to the City Council Nominating Committee for review, and they recommend that Hadley Mercer be appointed.		
Woodway Youth Commission		
Hadley Mercer Grade 8		
With this appointment, the following vacancies remain: two 7 <sup>th</sup> graders, one 9 <sup>th</sup> grader, and four at-large seats.		
Financial Impact:  Total of Proposed Expenditure: \$ Amount Budgeted: \$ Account No.: If not budgeted, other funding options:		
Staff Recommendation:  Confirm appointment as recommended by the City Council Nominating Committee.		

# APPLICATION FOR VOLUNTEER SERVICE ON THE WOODWAY BOARDS AND COMMISSIONS

**Updated February 2025** 

The City of Woodway conducts an annual call for board/commission applications early each year. The City Council Nominating Committee typically meets each April to consider appointments to fill all anticipated vacancies, and then makes a recommendation to the entire City Council for action in May. Newly appointed members begin their terms in June. In addition, volunteers are placed on the various boards and commissions during the year if a need arises. Please don't miss this great opportunity to get involved and help shape your community.

#### PLEASE PRINT LEGIBLY

NAME OF APPLICANT: Hadley Mercer E-Mail ADDRESS: Kaitign. mercer 19@gma:1. Con
HOME ADDRESS: 4801 Old McGregor Boad
DAYTIME/EVENING TELEPHONE NUMBERS: 713 - 906 - 9499
- Total Television - Television
PLEASE CHECK APPROPRIATE STATEMENTS:
* IMPORTANT By checking this box, you are indicating that your <u>legal residence</u> or domicile (your home and fixed place of habitation to which you intend to return after any temporary absence) is located within the city limits of Woodway, Texas.
LENGTH OF TIME APPLICANT HAS RESIDED IN THE WOODWAY CITY LIMITS: 13 years
PLEASE INDICATE BELOW HOW YOU WOULD LIKE TO SERVE THE CITY OF WOODWAY  IMPORTANT: IF MORE THAN ONE AREA IS INDICATED, NUMBER YOUR PREFERENCES WITH "1" BEING YOUR FIRST CHOICE, "2" BEING YOUR SECOND CHOICE, ETC. PLEASE SEE REVERSE SIDE FOR DESCRIPTIVE INFORMATION AND MEETING SCHEDULES.
Board of Adjustment (must be resident and owner of property in Woodway)
Parks and Recreation Commission (must be resident of Woodway)
Planning and Zoning Commission (must be resident and owner of property in Woodway)
Youth Commission (must be in grades 7-12 during term and must be resident of Woodway)
other ways you have served your community: <a href="https://www.englines.com/html/">https://www.englines.com/html/</a> Church (FWBC)  special interests/skills/experience/education you feel may be helpful: <a href="fr:endig">Fr:endig</a> , outgoing, Respectful, and Caring.
OCCUPATION/EMPLOYER: Student
REFERENCES (MUST BE WOODWAY RESIDENTS): NiCole Fanning TELEPHONE #: 254-744-2480  Shelly Oiver TELEPHONE #: 254-644-4851
YOUTH COMMISSION APPLICANTS - Please attach a letter which explains why you would like to be appointed to the Woodway Youth Commission and why you feel you should be chosen to serve your community in this capacity.
YOUTH COMMISSION APPLICANTS - The Youth Commission meets on the first Thursday of each month at 5:30 p.m. (No meetings are held in June or July.) With all of your extracurricular activities in mind, will you be able to attend these meetings? Yes Vo D
YOUTH COMMISSION APPLICANTS - Name of parent(s)/guardian(s) with whom you live: Kaityn and David Mercur
Parent/Guardian Telephone #: 113-906-9499 Parent/Guardian E-Mail: Koitlyn. McCuria & gmail. Com
<b>ALL APPLICANTS</b> - By signing below, I acknowledge my interest in serving as a volunteer board/commission member for the City of Woodway. In addition, I acknowledge that I understand the importance of regular meeting attendance, as well as the importance of assisting with occasional special events and projects that may be conducted by the board or commission on which I am appointed to serve.
APPLICANT SIGNATURE: North Mercar DATE: 7128129 CURRENT GRADE (YOUTH COMMISSION ONLY): 8th

To Whom it May Concern,

I think that I would be a great member of the Woodway Youth Commission because I love to help people and animals around me. I want to be on the Woodway Youth Commission team because I love to help and serve the community. I am respectful to adults and caring with children. I have lived in Woodway my whole life and I love the events that Woodway has and I would love to be a helper at them. Thank you so much for your time. I am looking forward to the possibility of getting on the team.

Sincerely,

Hadley Mercer



## CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 11, 2025	☐ Presentation, Report and/or Discussion Only ☐ Public Hearing/Related Action		
Prepared By: Donna Barkley	☐ Individual Discussion/Action		
Approved By:	■ Consent □ Executive Session		
Caption: Discussion and consider action on consent agenda			
Background Information:			
The following items are included on the consent agenda:			
A. Discussion and consider action on minutes of the regular City Council meeting held July 14, 2025, at 5:30 p.m.			
B. Discussion and consider action on appointment to the Woodway Youth Commission			
Financial Impact: Please see individual items on consent agenda.			
Staff Recommendation: Approve all items on the cons	sent agenda, as presented.		



## CITY COUNCIL AGENDA ITEM FORM

Control of the Contro			
Meeting Date: August 11, 2025  Prepared By: Donna Barkley  Approved By:	<ul> <li>□ Presentation, Report and/or Discussion Only</li> <li>□ Public Hearing/Related Action</li> <li>□ Individual Discussion/Action</li> <li>□ Consent</li> <li>□ Executive Session</li> </ul>		
Caption:  Discussion and consider action on acceptance of the 2025 (			
the McLennan Central Appraisal District Board of Director	s and derivered to the City of woodway on July 25, 2025.		
Background Information:			
This item comes to the Council annually. State law requires that the annual ad valorem tax roll be certified to the governing body. Attached please find the summary pages from the 2025 City of Woodway ad valorem tax roll, along with a statement of certification, received July 23 <sup>rd</sup> from Jim Halbert, Chief Appraiser, McLennan Central Appraisal District. In addition, attached is a statement from the City Secretary confirming that the information being presented to you is a true and correct copy of the summary of certified values received.			
The annual internal audit was conducted by the City Secretary comparing the 2024 certified roll with the 2025 preliminary and certified rolls. All subdivisions and land surveys on the 2025 preliminary, as well as the number of tax roll entries in each, were compared to last year's certified tax roll. Then, upon receipt of the 2025 certified roll, it was compared in the same manner to the 2025 preliminary. All discrepancies discovered were researched and found to be justified.			
Financial Impact:			
Total of Proposed Expenditure: n/a Amount Budgeted: n/a Account No.: n/a If not budgeted, other funding options:			
Staff Recommendation:			

Accept the 2025 City of Woodway ad valorem tax roll totals as certified by the McLennan Central Appraisal District Board of Directors and delivered to the City of Woodway on July 23, 2025.

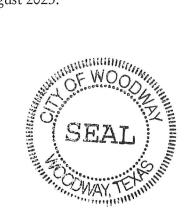
THE STATE OF TEXAS

COUNTY OF MCLENNAN

#### **CERTIFICATION**

I, Donna Barkley, City Secretary of the City of Woodway, Texas, do hereby certify that I am the custodian of records for the City of Woodway, and that the attached is a true and correct copy of the summary of values and exemptions from the 2025 Certified Tax Roll submitted by the McLennan Central Appraisal District Board of Directors and received by the City of Woodway on July 23, 2025.

WITNESS MY HAND AND OFFICIAL SEAL of the City of Woodway, Texas, this the  $7^{th}$  day of August 2025.



Donna Barkley, TRMC, City Secretar City of Woodway, Texas

(Seal)

Accepted by the Woodway City Council this the 11th day of August 2025.

Amine Qourzal, Mayor City of Woodway, Texas

#### THE STATE OF TEXAS §

#### COUNTY OF McLENNAN §

### Certification of the 2025 Appraisal Roll For McLennan Central Appraisal District

I, Jim Halbert, RPA, CCA, Chief Appraiser for McLennan Central Appraisal District, hereby certify that the attached are the certified values of McLennan Central Appraisal District which lists taxable property for the following taxing units and constitutes the certified appraisal roll:

Axtell Independent School District Bosqueville Independent School District Bruceville-Eddy Independent School District China Spring Independent School District Connally Independent School District Crawford Independent School District Gholson Independent School District Hallsburg Independent School District La Vega Independent School District Lorena Independent School District Mart Independent School District McGregor Independent School District Midway Independent School District Moody Independent School District Robinson Independent School District Riesel Independent School District Oglesby Independent School District Valley Mills Independent School District Waco Independent School District West Independent School District McLennan County

City of Bellmead
City of Beverly Hills
City of Bruceville-Eddy
City of Crawford
City of Gholson
City of Golinda
City of Hallsburg
City of Hewitt
City of Lacy-Lakeview

City of Leroy
City of Lorena
City of Mart
City of McGregor
City of Moody
City of Riesel
City of Robinson
City of Valley Mills
City of Waco
City of West
City of Woodway

Castleman Creek Watershed Elm Creek Watershed

McLennan & Hill Counties Tehuacana Creek W&C

Dist. #1

7-23-25

Date Delivered

7-13-25

McLennan Community College

McLennan County Water Control Dist. #2

Date Received

Jim Halbert

SEC.26.01 (a)

### 2025 McLennan Central Appraisal District Certified Taxable Totals

CITY	2024 Certified	2025 Certified	Change from 2024 Certified
BELLMEAD, CITY OF	\$737,910,337	\$774,200,612	5%
BEVERLY HILLS, CITY OF	\$174,354,156	\$180,158,820	3%
BRUCEVILLE-EDDY, CITY OF	\$105,033,121	\$109,126,211	4%
CRAWFORD, CITY OF	\$104,393,384	\$109,515,767	5%
GHOLSON, CITY OF	\$86,864,198	\$98,939,905	14%
GOLINDA, CITY OF	\$16,056,066	\$15,655,407	-2%
HALLSBURG, CITY OF	\$44,144,519	\$46,160,520	5%
HEWITT, CITY OF	\$1,569,092,759	\$1,672,790,542	7%
LACY-LAKEVIEW, CITY OF	\$606,224,366	\$649,197,658	7%
LEROY, CITY OF	\$24,617,504	\$24,031,367	-2%
LORENA, CITY OF	\$204,837,441	\$249,191,358	22%
MART, CITY OF	\$84,621,882	\$87,143,893	3%
MCGREGOR, CITY OF	\$891,034,782	\$991,782,935	11%
MOODY, CITY OF	\$104,702,117	\$110,988,246	6%
RIESEL, CITY OF	\$115,288,285	\$121,459,241	5%
ROBINSON, CITY OF	\$1,549,883,081	\$1,669,930,757	8%
VALLEY MILLS, CITY OF	\$2,860,372	\$3,248,116	14%
WACO, CITY OF	\$16,282,627,361	\$16,916,218,913	4%
WEST, CITY OF	\$321,606,082	\$325,800,393	1%
WOODWAY, CITY OF	\$1,946,767,220	\$1,925,593,808	-1%
OTHER ENTITY	2024 Certified	2025 Certified	Change from 2024 Certified
McLENNAN COMMUNITY COLLEGE	\$30,712,564,299	\$32,127,263,868	5%
McLENNAN COUNTY	\$29,381,573,251	\$30,821,042,465	5%
CASTLEMAN CREEK WATERSHED	\$48,283,291	\$50,314,979	4%
ELM CREEK WATERSHED	\$107,227,087	\$110,680,408	3%
McLENNAN & HILL CTY TEHUACANA CREEK W & C DIST #1	\$634,395,825	\$654,255,568	3%
McLENNAN COUNTY WATER CONTROL DIST #2	\$137,573,792	\$140,542,872	2%

<u>ISD</u>	2024 Certified	2025 Certified	Change from 2024 Certified
AXTELL ISD	\$214,808,985	\$259,332,114	21%
BOSQUEVILLE ISD	\$266,163,984	\$284,514,469	7%
BRUCEVILLE-EDDY ISD	\$218,498,198	\$220,092,786	1%
CHINA SPRING ISD	\$1,238,740,814	\$1,278,007,699	3%
CONNALLY ISD	\$1,047,455,070	\$1,106,097,644	6%
CRAWFORD ISD	\$296,477,001	\$309,605,179	4%
GHOLSON ISD	\$89,755,976	\$101,874,005	14%
HALLSBURG ISD	\$124,875,518	\$125,759,827	1%
LA VEGA ISD	\$1,475,268,972	\$1,576,935,623	7%
LORENA ISD	\$834,068,918	\$913,022,190	9%
MART ISD	\$122,417,767	\$128,336,043	5%
MCGREGOR ISD	\$870,696,032	\$862,245,253	-1%
MIDWAY ISD	\$7,776,355,690	\$8,023,144,613	3%
MOODY ISD	\$195,433,125	\$205,604,177	5%
OGLESBY ISD	\$1,023,986	\$1,940,985	90%
RIESEL ISD	\$424,740,604	\$418,016,858	-2%
ROBINSON ISD	\$962,272,106	\$1,050,604,821	9%
VALLEY MILLS ISD	\$84,853,667	\$83,179,750	-2%
WACO ISD	\$8,517,131,178	\$8,598,468,665	1%
WEST ISD	\$685,779,107	\$691,794,143	1%
TOTALS	\$111,441,353,276	\$116,223,811,473	4%

Effective Tax Rate Worksheet

### Average Residence Value Report for: 2025

7/23/2025

1:47:47PM Totals Run Date: 7/23/2025

#### Category A and E

Count   Coun	г		2024			Γ	2025		
Exemption   Exem	ı	Count	2024		ı	Count	2025		1
AXTELLI ISD (12) 778 312,717 150,827 161,890 767 315,723 166,089 149,000 173,047 32,035 141,012 1.617 179,496 24,809 154,000 173,047 32,035 141,012 1.617 179,496 24,809 154,000 173,047 32,035 141,012 1.617 179,496 24,809 154,000 179,000 179,536 45,638 130,898 356 174,546 31,529 143,000 179,000	Entity	of HS Residences	Average Market		Average Taxable	of HS Residences	Average Market	0	Average Taxable
BELLMEAD, CITY OF (52) 1,650 173,047 32,035 141,012 1,617 179,496 24,809 154,6 BEVERLY HILLS, CITY OF (54) 370 176,536 45,638 130,898 356 174,546 31,529 143,0 BOSQUEVILLE ISD (14) 651 324,792 125,515 199,277 649 340,435 163,365 177,0 BRUCEVILLE-EDDY ISD (16) 868 266,990 125,154 141,836 855 270,262 145,116 125,0 BRUCEVILLE-EDDY, CITY OF ( 351 191,260 23,832 167,428 345 196,117 17,172 178,0 CASTLEMAN CREEK WATERSH 72 391,241 33,753 357,488 72 411,238 28,560 382,0 CHINAS PRING ISD (18) 4,237 392,823 125,557 267,266 4,192 390,209 151,532 238,0 CONNALLY ISD (20) 2,663 277,339 139,878 137,461 2,598 269,028 153,323 115,0 CRAWFORD, CITY OF (58) 247 362,666 48,811 313,855 236 469,708 204,508 265, CRAWFORD, CITY OF (58) 247 362,666 48,811 313,855 236 370,741 36,658 334,0 ELM CREEK WATERSHED (60) 337 251,590 44,891 206,699 329 254,467 31,083 223, CHOLSON ISD (24) 421 243,924 119,646 124,278 414 274,393 159,876 114, CHOLSON, CITY OF (61) 317 240,365 74,193 166,172 314 267,051 86,304 180, COLINDA, CITY OF (69) 37 334,505 31,240 303,265 35 329,797 16,937 312, HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168, HALLSBURG, CITY OF (63) 132 289,593 50,435 239,158 130 282,760 29,472 253, HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	381 EAST AREA (381EA)	3	586,397	90,711	495,686	3	591,033	61,370	529,663
BEVERIY HILLS, CITY OF (64)         370         176,536         45,638         130,898         356         174,546         31,529         143,000           BOSQUEVILLE ISD (14)         651         324,792         125,515         199,277         649         340,435         163,365         177,000           BRUCEVILLE-EDDY ISD (16)         868         266,990         125,154         141,836         855         270,262         145,116         125,156           BRUCEVILLE-EDDY, CITY OF (         351         191,260         23,832         167,428         345         196,117         17,172         178,372           CASTLEMAN CREEK WATERSH         72         391,241         33,753         357,488         72         411,238         28,560         382,473           CHINA SPRING ISD (18)         4,237         392,823         125,557         267,266         4,192         390,209         151,532         238,473           CONNALLY ISD (20)         2,663         277,339         139,878         137,461         2,598         269,028         153,323         115,702           CRAWFORD, CITY OF (58)         247         362,666         48,811         31,865         236         370,741         36,658         334,403           ELM CREK WATER	AXTELL ISD (12)	778	312,717	150,827	161,890	767	315,723	166,089	149,634
BOSQUEVILLE ISD (14) 661 324,792 125,515 199,277 649 340,435 163,365 177,0 BRUCEVILLE-EDDY ISD (16) 868 266,990 125,154 141,836 855 270,262 145,116 125,0 BRUCEVILLE-EDDY, CITY OF ( 351 191,260 23,832 167,428 345 196,117 17,172 178,1 CASTLEMAN CREEK WATERSH 72 391,241 33,753 357,488 72 411,238 28,560 382,1 CHINA SPRING ISD (18) 4,237 392,823 125,557 267,266 4,192 390,209 151,532 238,1 CONNALLY ISD (20) 2,663 277,339 139,878 137,461 2,598 269,028 153,323 115,1 CRAWFORD ISD (22) 789 452,616 171,451 281,165 780 469,708 204,508 265,1 CRAWFORD, CITY OF (58) 247 362,666 48,811 313,855 236 370,741 36,658 334,1 ELM CREEK WATERSHED (60) 337 251,590 44,891 206,699 329 254,467 31,083 223,1 CHOLSON ISD (24) 421 243,924 119,646 124,278 414 274,393 159,876 114,1 GHOLSON, CITY OF (59) 37 334,505 31,240 303,265 35 329,797 16,937 312,1 HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168,1 HALLSBURG, CITY OF (63) 132 289,593 50,435 239,158 130 282,760 29,472 253,1 HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	BELLMEAD, CITY OF (52)	1,650	173,047	32,035	141,012	1,617	179,496	24,809	154,687
BRUCEVILLE-EDDY ISD (16) 868 266,990 125,154 141,836 855 270,262 145,116 125,   BRUCEVILLE-EDDY, CITY OF ( 351 191,260 23,832 167,428 345 196,117 17,172 178,0   CASTLEMAN CREEK WATERSH 72 391,241 33,753 357,488 72 411,238 28,560 382,0   CHINA SPRING ISD (18) 4,237 392,823 125,557 267,266 4,192 390,209 151,532 238,0   CONNALLY ISD (20) 2,663 277,339 139,878 137,461 2,598 269,028 153,323 115,   CRAWFORD ISD (22) 789 452,616 171,451 281,165 780 469,708 204,508 265,   CRAWFORD, CITY OF (58) 247 362,666 48,811 313,855 236 370,741 36,658 334,   ELM CREEK WATERSHED (60) 337 251,590 44,891 206,699 329 254,467 31,083 223,   GHOLSON ISD (24) 421 243,924 119,646 124,278 414 274,393 159,876 114,   GHOLSON, CITY OF (61) 317 240,365 74,193 166,172 314 267,051 86,304 180,   GOLINDA, CITY OF (59) 37 334,505 31,240 303,265 35 329,797 16,937 312,   HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168,   HALLSBURG, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250,   LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	BEVERLY HILLS, CITY OF (54)	370	176,536	45,638	130,898	356	174,546	31,529	143,017
BRUCEVILLE-EDDY, CITY OF ( 351 191,260 23,832 167,428 345 196,117 17,172 178,4	BOSQUEVILLE ISD (14)	651	324,792	125,515	199,277	649	340,435	163,365	177,070
CASTLEMAN CREEK WATERSH 72 391,241 33,753 357,488 72 411,238 28,560 382,6 CHINA SPRING ISD (18) 4,237 392,823 125,557 267,266 4,192 390,209 151,532 238,6 CONNALLY ISD (20) 2,663 277,339 139,878 137,461 2,598 269,028 153,323 115, CRAWFORD ISD (22) 789 452,616 171,451 281,165 780 469,708 204,508 265, CRAWFORD, CITY OF (58) 247 362,666 48,811 313,855 236 370,741 36,658 334, ELM CREEK WATERSHED (60) 337 251,590 44,891 206,699 329 254,467 31,083 223, GHOLSON ISD (24) 421 243,924 119,646 124,278 414 274,393 159,876 114, GHOLSON, CITY OF (61) 317 240,365 74,193 166,172 314 267,051 86,304 180, GOLINDA, CITY OF (59) 37 334,505 31,240 303,265 35 329,797 16,937 312, HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168, HALLSBURG, CITY OF (63) 132 289,593 50,435 239,158 130 282,760 29,472 253, HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	BRUCEVILLE-EDDY ISD (16)	868	266,990	125,154	141,836	855	270,262	145,116	125,146
CHINA SPRING ISD (18) 4,237 392,823 125,557 267,266 4,192 390,209 151,532 238,000 CONNALLY ISD (20) 2,663 277,339 139,878 137,461 2,598 269,028 153,323 115,000 CRAWFORD ISD (22) 789 452,616 171,451 281,165 780 469,708 204,508 265,000 CRAWFORD, CITY OF (58) 247 362,666 48,811 313,855 236 370,741 36,658 334,000 ELM CREEK WATERSHED (60) 337 251,590 44,891 206,699 329 254,467 31,083 223,000 GHOLSON, ISD (24) 421 243,924 119,646 124,278 414 274,393 159,876 114,000 GHOLSON, CITY OF (61) 317 240,365 74,193 166,172 314 267,051 86,304 180,000 GOLINDA, CITY OF (59) 37 334,505 31,240 303,265 35 329,797 16,937 312,000 HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168,000 HALLSBURG, CITY OF (62) 3,786 332,707 93,495 239,158 130 282,760 29,472 253,000 LAVEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (26) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (26) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (26) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (26) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (26) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,000 CHONALLY ISD (26) 201,631 201,6	BRUCEVILLE-EDDY, CITY OF (	351	191,260	23,832	167,428	345	196,117	17,172	178,945
CONNALLY ISD (20) 2,663 277,339 139,878 137,461 2,598 269,028 153,323 115. CRAWFORD ISD (22) 789 452,616 171,451 281,165 780 469,708 204,508 265, CRAWFORD, CITY OF (58) 247 362,666 48,811 313,855 236 370,741 36,658 334, ELM CREEK WATERSHED (60) 337 251,590 44,891 206,699 329 254,467 31,083 223, GHOLSON ISD (24) 421 243,924 119,646 124,278 414 274,393 159,876 114, GHOLSON, CITY OF (61) 317 240,365 74,193 166,172 314 267,051 86,304 180, GOLINDA, CITY OF (59) 37 334,505 31,240 303,265 35 329,797 16,937 312, HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168, HALLSBURG, CITY OF (63) 132 289,593 50,435 239,158 130 282,760 29,472 253, HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	CASTLEMAN CREEK WATERSH	72	391,241	33,753	357,488	72	411,238	28,560	382,678
CRAWFORD ISD (22) 789 452,616 171,451 281,165 780 469,708 204,508 265, CRAWFORD, CITY OF (58) 247 362,666 48,811 313,855 236 370,741 36,658 334, ELM CREEK WATERSHED (60) 337 251,590 44,891 206,699 329 254,467 31,083 223, GHOLSON ISD (24) 421 243,924 119,646 124,278 414 274,393 159,876 114, GHOLSON, CITY OF (61) 317 240,365 74,193 166,172 314 267,051 86,304 180, GOLINDA, CITY OF (59) 37 334,505 31,240 303,265 35 329,797 16,937 312, HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168, HALLSBURG, CITY OF (63) 132 289,593 50,435 239,158 130 282,760 29,472 253, HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	CHINA SPRING ISD (18)	4,237	392,823	125,557	267,266	4,192	390,209	151,532	238,677
CRAWFORD, CITY OF (58)  247  362,666  48,811  313,855  236  370,741  36,658  334,  ELM CREEK WATERSHED (60)  337  251,590  44,891  206,699  329  254,467  31,083  223,  GHOLSON ISD (24)  421  243,924  119,646  124,278  414  274,393  159,876  114,  GHOLSON, CITY OF (61)  317  240,365  74,193  166,172  314  267,051  86,304  180,  GOLINDA, CITY OF (59)  37  334,505  31,240  303,265  35  329,797  16,937  312,  HALLSBURG ISD (26)  349  335,905  151,108  184,797  340  335,546  167,129  168,  HALLSBURG, CITY OF (63)  132  289,593  50,435  239,158  130  282,760  29,472  253,  HEWITT, CITY OF (62)  3,786  332,707  93,495  239,212  3,710  318,905  68,222  250,  LA VEGA ISD (28)  2,443  197,665  125,266  72,399  2,407  201,631  146,047  55,	CONNALLY ISD (20)	2,663	277,339	139,878	137,461	2,598	269,028	153,323	115,705
ELM CREEK WATERSHED (60) 337 251,590 44,891 206,699 329 254,467 31,083 223, GHOLSON ISD (24) 421 243,924 119,646 124,278 414 274,393 159,876 114, GHOLSON, CITY OF (61) 317 240,365 74,193 166,172 314 267,051 86,304 180, GOLINDA, CITY OF (59) 37 334,505 31,240 303,265 35 329,797 16,937 312, HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168, HALLSBURG, CITY OF (63) 132 289,593 50,435 239,158 130 282,760 29,472 253, HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	CRAWFORD ISD (22)	789	452,616	171,451	281,165	780	469,708	204,508	265,200
GHOLSON ISD (24)         421         243,924         119,646         124,278         414         274,393         159,876         114,           GHOLSON, CITY OF (61)         317         240,365         74,193         166,172         314         267,051         86,304         180,           GOLINDA, CITY OF (59)         37         334,505         31,240         303,265         35         329,797         16,937         312,           HALLSBURG ISD (26)         349         335,905         151,108         184,797         340         335,546         167,129         168,           HALLSBURG, CITY OF (63)         132         289,593         50,435         239,158         130         282,760         29,472         253,           HEWITT, CITY OF (62)         3,786         332,707         93,495         239,212         3,710         318,905         68,222         250,           LA VEGA ISD (28)         2,443         197,665         125,266         72,399         2,407         201,631         146,047         55,	CRAWFORD, CITY OF (58)	247	362,666	48,811	313,855	236	370,741	36,658	334,083
GHOLSON, CITY OF (61) 317 240,365 74,193 166,172 314 267,051 86,304 180, GOLINDA, CITY OF (59) 37 334,505 31,240 303,265 35 329,797 16,937 312, HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168, HALLSBURG, CITY OF (63) 132 289,593 50,435 239,158 130 282,760 29,472 253, HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	ELM CREEK WATERSHED (60)	337	251,590	44,891	206,699	329	254,467	31,083	223,384
GOLINDA, CITY OF (59) 37 334,505 31,240 303,265 35 329,797 16,937 312, HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168, HALLSBURG, CITY OF (63) 132 289,593 50,435 239,158 130 282,760 29,472 253, HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	GHOLSON ISD (24)	421	243,924	119,646	124,278	414	274,393	159,876	114,517
HALLSBURG ISD (26) 349 335,905 151,108 184,797 340 335,546 167,129 168, HALLSBURG, CITY OF (63) 132 289,593 50,435 239,158 130 282,760 29,472 253, HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	GHOLSON, CITY OF (61)	317	240,365	74,193	166,172	314	267,051	86,304	180,747
HALLSBURG, CITY OF (63)  132  289,593  50,435  239,158  130  282,760  29,472  253, HEWITT, CITY OF (62)  3,786  332,707  93,495  239,212  3,710  318,905  68,222  250, LA VEGA ISD (28)  2,443  197,665  125,266  72,399  2,407  201,631  146,047  55,	GOLINDA, CITY OF (59)	37	334,505	31,240	303,265	35	329,797	16,937	312,860
HEWITT, CITY OF (62) 3,786 332,707 93,495 239,212 3,710 318,905 68,222 250, LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	HALLSBURG ISD (26)	349	335,905	151,108	184,797	340	335,546	167,129	168,417
LA VEGA ISD (28) 2,443 197,665 125,266 72,399 2,407 201,631 146,047 55,	HALLSBURG, CITY OF (63)	132	289,593	50,435	239,158	130	282,760	29,472	253,288
2740 101,000 120,000	HEWITT, CITY OF (62)	3,786	332,707	93,495	239,212	3,710	318,905	68,222	250,683
202	LA VEGA ISD (28)	2,443	197,665	125,266	72,399	2,407	201,631	146,047	55,584
LACY-LAKEVIEW, CITY OF (6 1,170 222,216 41,990 180,226 1,151 210,743 20,161 190,	LACY-LAKEVIEW, CITY OF (6	1,170	222,216	41,990	180,226	1,151	210,743	20,161	190,582
LEROY, CITY OF (67) 103 238,416 40,616 197,800 101 223,687 14,500 209,	LEROY, CITY OF (67)	103	238,416	40,616	197,800	101	223,687	14,500	209,187
LORENA ISD (30) 2,527 417,493 133,085 284,408 2,500 430,342 160,226 270,	LORENA ISD (30)	2,527	417,493	133,085	284,408	2,500	430,342	160,226	270,116
LORENA, CITY OF (65) 445 320,388 25,822 294,566 436 329,362 14,904 314,	LORENA, CITY OF (65)	445	320,388	25,822	294,566	436	329,362	14,904	314,458
MART ISD (32) 564 193,998 124,994 69,004 550 194,179 137,504 56,	MART ISD (32)	564	193,998	124,994	69,004	550	194,179	137,504	56,675
MART, CITY OF (66) 377 149,034 30,403 118,631 366 148,359 21,509 126,	MART, CITY OF (66)	377	149,034	30,403	118,631	366	148,359	21,509	126,850
McGREGOR ISD (34) 1,479 282,482 146,715 135,767 1,449 272,978 159,321 113,	McGREGOR ISD (34)	1,479	282,482	146,715	135,767	1,449	272,978	159,321	113,657
MCGREGOR PUBLIC IMPRV D 41 415,538 4,219 411,319 39 413,228 2,531 410	MCGREGOR PUBLIC IMPRV D	41	415,538	4,219	411,319	39	413,228	2,531	410,697

McGREGOR, CITY OF (68)	1,182	243,018	37,019	205,999	1,151	230,701	16,509	214,192
McLENNAN & HILL CTY TEHUA	639	296,598	53,135	243,463	631	296,452	34,734	261,718
MCLENNAN CAD (CAD)	53,326	319,244	35,534	283,710	52,302	322,054	23,288	298,766
McLENNAN COMMUNITY COLL	53,326	319,257	95,986	223,271	52,302	322,064	84,387	237,677
McLENNAN COUNTY (00)	53,326	319,257	95,884	223,373	52,302	322,064	84,307	237,757
MIDWAY ISD (36)	13,233	402,612	129,243	273,369	13,045	399,333	153,549	245,784
MOODY ISD (38)	739	268,898	144,247	124,651	726	272,811	162,192	110,619
MOODY, CITY OF (76)	363	216,696	37,294	179,402	350	219,291	26,631	192,660
OGLESBY ISD (40)	3	224,886	173,682	51,204	3	258,357	232,032	26,325
RIESEL ISD (42)	595	263,575	158,950	104,625	588	274,944	184,733	90,211
RIESEL, CITY OF (77)	286	245,480	53,637	191,843	281	252,676	47,710	204,966
ROBINSON ISD (44)	3,406	346,015	127,813	218,202	3,356	359,020	158,729	200,291
ROBINSON, CITY OF (79)	3,337	339,248	27,943	311,305	3,279	350,847	19,305	331,542
Tax Increment Dist# 1 (TIF1)	86	275,123	67,545	207,578	83	275,655	57,146	218,509
Tax Increment Dist# 4 (TIF4)	942	163,356	31,989	131,367	926	181,333	37,766	143,567
TAX INCREMENT REINVESTME	9	880,264	704	879,560	8	901,695	17,779	883,916
VALLEY MILLS ISD (46)	268	408,956	157,913	251,043	264	381,409	155,402	226,007
VALLEY MILLS, CITY OF (78)	14	178,659	1,806	176,853	14	165,727	502	165,225
WACO ISD (48)	15,139	239,496	128,578	110,918	14,667	246,768	155,070	91,698
WACO PUBLIC IMPRV DIST#1 1	23	401,429	20,390	381,039	26	372,057	11,590	360,467
WACO, CITY OF (80)	23,016	297,777	72,438	225,339	22,515	303,053	65,221	237,832
WEST ISD (50)	2,201	315,952	145,018	170,934	2,181	304,376	152,094	152,282
WEST, CITY OF (82)	650	274,631	41,351	233,280	645	266,823	19,339	247,484
WOODWAY, CITY OF (84)	3,209	444,919	33,883	411,036	3,164	440,919	16,369	424,550

Note: The averages were computed by taking the number of Residences in Category A and E with a Homestead exemption, averaging their homesite value and subtracting the average exemption from it to arrive at the Average Taxable.

Effective Tax Rate Worksheet

### Average Residence Value Report for: 2025

7/23/2025

1:47:47PM Totals Run Date: 7/23/2025

#### Category A Only

г						0000		
I	Count	2024		1	Count	2025		j
Entity	of HS Residences	Average Market	Average HS Exemption	Average Taxable	of HS Residences	Average Market	Average HS Exemption	Average Taxable
381 EAST AREA (381EA)	3	586,397	90,711	495,686	3	591,033	61,370	529,663
AXTELL ISD (12)	506	293,469	145,914	147,555	497	293,970	159,551	134,419
BELLMEAD, CITY OF (52)	1,625	172,186	31,878	140,308	1,592	178,359	24,742	153,617
BEVERLY HILLS, CITY OF (54)	370	176,536	45,638	130,898	356	174,546	31,529	143,017
BOSQUEVILLE ISD (14)	600	321,721	124,265	197,456	599	333,891	160,761	173,130
BRUCEVILLE-EDDY ISD (16)	705	248,047	122,418	125,629	693	251,753	142,279	109,474
BRUCEVILLE-EDDY, CITY OF (	333	187,726	23,052	164,674	327	191,784	15,918	175,866
CASTLEMAN CREEK WATERSH	39	353,265	29,315	323,950	39	365,234	18,725	346,509
CHINA SPRING ISD (18)	3,740	377,681	124,030	253,651	3,697	375,450	149,474	225,976
CONNALLY ISD (20)	2,461	267,301	138,350	128,951	2,402	258,397	152,043	106,354
CRAWFORD ISD (22)	496	440,260	153,751	286,509	485	447,270	179,788	267,482
CRAWFORD, CITY OF (58)	240	360,811	47,292	313,519	229	368,336	34,740	333,596
ELM CREEK WATERSHED (60)	263	229,495	37,722	191,773	253	230,721	26,301	204,420
GHOLSON ISD (24)	297	238,276	118,509	119,767	293	267,769	158,034	109,735
GHOLSON, CITY OF (61)	237	234,839	71,088	163,751	235	259,237	81,296	177,941
GOLINDA, CITY OF (59)	29	338,012	29,678	308,334	27	341,302	15,050	326,252
HALLSBURG ISD (26)	218	311,698	148,736	162,962	216	303,622	162,276	141,346
HALLSBURG, CITY OF (63)	89	280,702	51,287	229,415	88	271,568	30,935	240,633
HEWITT, CITY OF (62)	3,785	332,693	93,439	239,254	3,709	318,887	68,163	250,724
LA VEGA ISD (28)	2,360	194,764	124,790	69,974	2,325	198,714	145,736	52,978
LACY-LAKEVIEW, CITY OF (6	1,167	221,789	42,035	179,754	1,148	210,285	20,195	190,090
LEROY, CITY OF (67)	70	217,492	34,269	183,223	70	202,088	10,424	191,664
LORENA ISD (30)	2,205	417,210	131,647	285,563	2,182	428,735	157,861	270,874
LORENA, CITY OF (65)	434	316,450	25,583	290,867	425	324,059	13,716	310,343
MART ISD (32)	462	173,172	121,784	51,388	448	170,808	132,987	37,821
MART, CITY OF (66)	375	148,347	30,016	118,331	364	147,817	21,326	126,491
McGREGOR ISD (34)	1,329	259,971	140,159	119,812	1,301	249,683	153,557	96,126
MCGREGOR PUBLIC IMPRV D	41	415,538	4,219	411,319	39	413,228	2,531	410,697

McGREGOR, CITY OF (68)	1,172	239,744	36,210	203,534	1,142	227,801	16,132	211,669
McLENNAN & HILL CTY TEHUA	374	276,895	49,217	227,678	372	272,445	32,190	240,255
MCLENNAN CAD (CAD)	49,346	313,222	33,647	279,575	48,370	315,492	21,412	294,080
McLENNAN COMMUNITY COLL	49,346	313,236	92,870	220,366	48,370	315,503	81,189	234,314
McLENNAN COUNTY (00)	49,346	313,236	92,776	220,460	48,370	315,503	81,116	234,387
MIDWAY ISD (36)	13,032	401,496	128,478	273,018	12,845	397,799	152,674	245,125
MOODY ISD (38)	567	241,746	135,227	106,519	555	245,855	154,417	91,438
MOODY, CITY OF (76)	358	215,004	36,352	178,652	344	216,380	25,660	190,720
OGLESBY ISD (40)	1	213,950	175,680	38,270	1	204,170	192,073	12,097
RIESEL ISD (42)	421	253,629	152,132	101,497	416	264,143	177,217	86,926
RIESEL, CITY OF (77)	269	241,918	52,387	189,531	264	248,577	45,953	202,624
ROBINSON ISD (44)	3,034	340,136	127,230	212,906	2,984	351,775	157,252	194,523
ROBINSON, CITY OF (79)	3,086	333,788	27,287	306,501	3,028	344,061	18,087	325,974
Tax Increment Dist# 1 (TIF1)	86	275,123	67,545	207,578	83	275,655	57,146	218,509
Tax Increment Dist# 4 (TIF4)	928	161,406	32,097	129,309	912	179,304	37,977	141,327
TAX INCREMENT REINVESTME	8	956,547	792	955,755	7	983,158	15,397	967,761
VALLEY MILLS ISD (46)	163	406,779	154,453	252,326	162	371,618	151,083	220,535
VALLEY MILLS, CITY OF (78)	9	277,914	2,809	275,105	9	257,798	781	257,017
WACO ISD (48)	15,112	239,421	128,563	110,858	14,643	246,705	155,045	91,660
WACO PUBLIC IMPRV DIST#1 1	23	401,429	20,390	381,039	26	372,057	11,590	360,467
WACO, CITY OF (80)	22,954	297,599	72,329	225,270	22,453	302,912	65,134	237,778
WEST ISD (50)	1,653	311,595	142,967	168,628	1,642	300,207	150,590	149,617
WEST, CITY OF (82)	649	274,284	41,145	233,139	644	266,725	19,369	247,356
WOODWAY, CITY OF (84)	3,207	444,744	33,904	410,840	3,162	440,648	16,308	424,340

Note: The averages were computed by taking the number of Residences in Category A with a Homestead exemption, averaging their homesite value and subtracting the average exemption from it to arrive at the Average Taxable.



\$0.363836 per \$100 of property value.

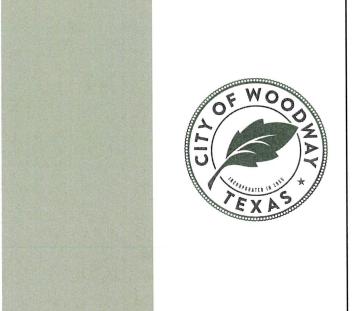
### CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 11, 2025  Prepared By: Donna Barkley  Approved By:	<ul> <li>□ Presentation, Report and/or Discussion Only</li> <li>□ Public Hearing/Related Action</li> <li>□ Individual Discussion/Action</li> <li>□ Consent</li> <li>□ Executive Session</li> </ul>				
Caption:					
Follow-up discussion on proposed annual but rate	dget and proposed ad valorem tax rate, and consensus on proposed tax				
Background Information:					
This item has been placed on the agenda so that the Council can further discuss the proposed 2025-2026 budget and proposed 2025 tax rate. All department heads will be present at the meeting to answer any questions you may have. Please bring your notebook to the meeting.					
	et and tax rate, the Council will need to reach a consensus regarding the on the next agenda item and the Truth-in-Taxation notice can be placed in				
These items follow the budget/tax rate adoption calendar that you have been provided with previously, and they are necessary if the City of Woodway is to have an adopted tax rate by the date shown on the calendar of August 25 <sup>th</sup> . (The County's goal deadline this year is September 1st)					
Financial Impact:					
Total of Proposed Expenditure: n/a Amount Budgeted: n/a Account No.: n/a If not budgeted, other funding options:					
Staff Recommendation:					

Come to a consensus on a proposed 2025 ad valorem tax rate. Staff's recommendation is to increase the tax rate to



2025-2026



1

# AGENDA

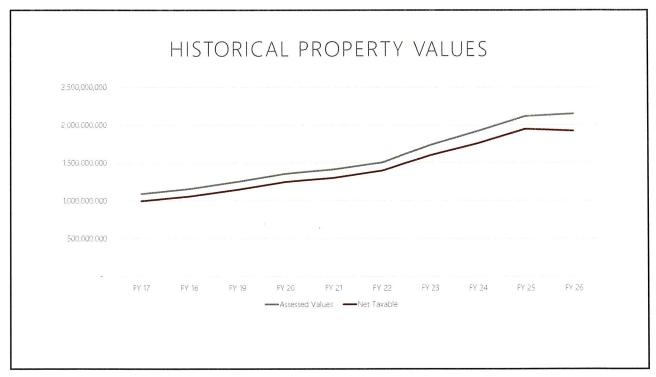
- Certified Totals
- Tax Rate
- Second Draft Changes
- Capital Outlay Funding
- Operating Budgets

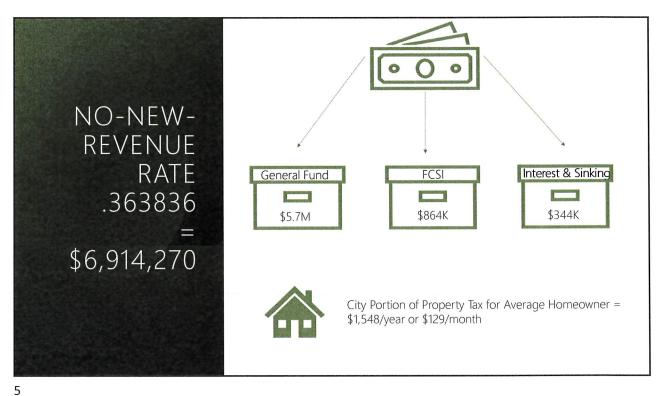


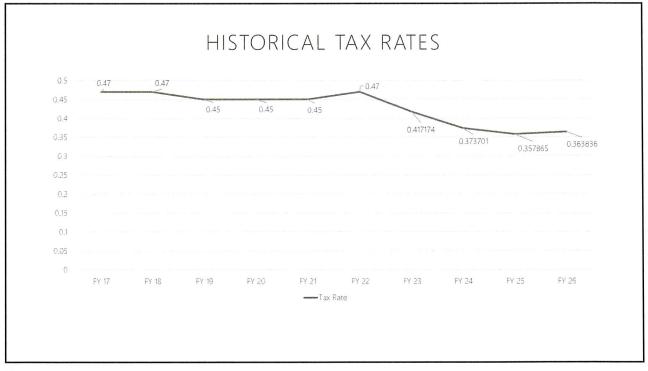
	2024-2025	2025-2026	Change \$	Change %	
Assessed Valuation for 2025 ARB Approved Totals	2,115,420,308	2,146,893,183	31,472,875	1.49%	
Less Homestead Exemptions	(169,997,878)	(227,316,583)	(57,318,705)	33.72%	
Net Taxable Amount	1,945,422,430	1,919,576,600	(25,845,830)	-1.33%	

CERTIFIED TAX ROLLS

3





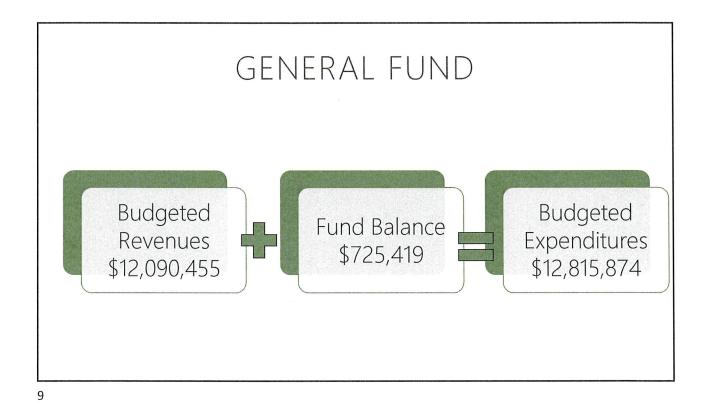


### CHANGES TO PROPOSED BUDGET

- Sanitation rate increase of 6% (previously 22%)
- Added demolition of WFC
- Added splash pad rubber surfacing
- P&L insurance premiums 15% (previously 5%)
- Credit card utility fee

7

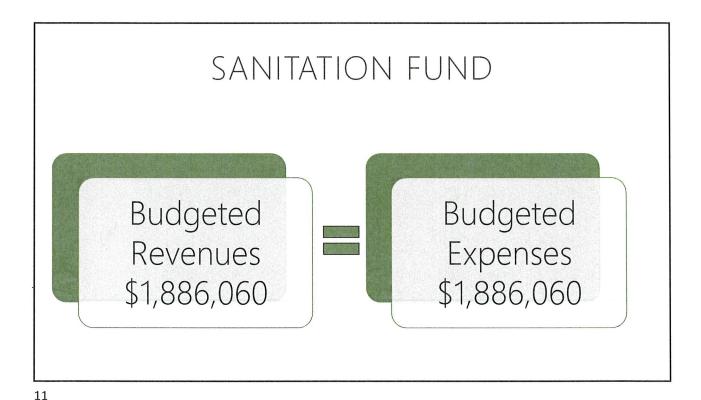
#### CAPITAL OUTLAY PARKS EQUIPMENT GENERAL UTILITY CBACONSTRUCTION **PROJECTS** REPLACEMENT **PROJECTS** CAPITAL Fully Funded \$356k transfer \$316k transfer \$1M grant in FY 26 \$260k transfer from LT Capital plus utility surplus from LT Capital from LT Capital plus general fund transfer surplus transfer



Budgeted
Revenues
\$8,191,391

Budgeted
Expenses
\$8,191,391

12



Budgeted
Revenues
\$1,072,853

Budgeted
Expenditures
\$1,072,853



### CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 11, 2025  Prepared By: Donna Barkley  Approved By:	<ul> <li>□ Presentation, Report and/or Discussion Only</li> <li>□ Public Hearing/Related Action</li> <li>■ Individual Discussion/Action</li> <li>□ Consent</li> <li>□ Executive Session</li> </ul>				
Caption:					
Discussion and consider action on proposal to place an action item on a future meeting agenda for the purpose of adopting a 2025 ad valorem tax rate					
Background Information:					
The McLennan County Tax Office has provided the following information with regard to the 2025 no-new-revenue and voter-approval tax rates for the City of Woodway:					
<ul> <li>No-New-Revenue Tax Rate – 0.363836/\$100 of prop</li> <li>Voter-Approval Tax Rate – 0.435415/\$100 of proper</li> </ul>					
IMPORTANT NOTE:  BY VOTING IN FAVOR OF THIS PROPOSAL, YOU ARE NOT SPECIFYING SUPPORT  FOR OR AGAINST THE PROPOSED TAX RATE.  YOU ARE ONLY VOTING TO PLACE AN ITEM ON A FUTURE AGENDA FOR DISCUSSION AND ACTION  ON THE SPECIFIED RATE.					
Financial Impact:					
Total of Proposed Expenditure: n/a Amount Budgeted: n/a Account No.: n/a If not budgeted, other funding options:					

#### **Staff Recommendation:**

Propose to place an action item on a future meeting agenda for the purpose of adopting a proposed tax rate of 0.363836/\$100 of property value.



## CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 11, 2025  Prepared By: Donna Barkley  Approved By:	<ul> <li>□ Presentation, Report and/or Discussion Only</li> <li>□ Public Hearing/Related Action</li> <li>■ Individual Discussion/Action</li> <li>□ Consent</li> <li>□ Executive Session</li> </ul>					
Caption:						
Discussion and consider action on setting the date, time and ad valorem tax rate	place for the required public hearing on the proposed 2025					
Background Information:						
hearing on the proposed tax rate if the rate exceeds the lower and it is required that a specific notice be published in the ne	According to Truth-in-Taxation, a governing body must call for and announce the date, time and place of the public hearing on the proposed tax rate if the rate exceeds the lower of the no-new-revenue tax rate or voter-approval tax rate; and it is required that a specific notice be published in the newspaper and added to the City's website (if they have one). Per the budget and tax rate calendar that has been provided to the Council, the public hearing has tentatively been scheduled for:					
• Monday, August 25 <sup>th</sup> – 5:30 p.m. regular scheduled City	Council meeting					
Financial Impact:						
Total of Proposed Expenditure: n/a						
Amount Budgeted: n/a Account No.: n/a						
If not budgeted, other funding options:						
Staff Recommendation:						
Schedule the required public hearing on the 2025 proposed tax rate for -						
• Monday, August 25 <sup>th</sup> – 5:30 p.m.						



Manager Severance Agreement

### CITY COUNCIL AGENDA ITEM FORM

Meeting Date: August 11, 2025  Prepared By: Donna Barkley  Approved By:	<ul> <li>□ Presentation, Report and/or Discussion Only</li> <li>□ Public Hearing/Related Action</li> <li>■ Individual Discussion/Action</li> <li>□ Consent</li> <li>□ Executive Session</li> </ul>				
Caption:  Discussion and consider action on Resolution R-25-12 amending the City Manager's employment agreement and approving a City Manager Severance Agreement					
Background Information:  House Bill 762 capped all city manager severance agreements beginning September 1, unless there is a separate severance agreement that does not expire along with the other employment agreement terms and separation terms. This is being brought before Council so that the manager may keep the already agreed upon terms between the manager and council in place.					
Financial Impact:  Total of Proposed Expenditure: \$ Amount Budgeted: \$ Account No.: If not budgeted, other funding options:					
Staff Recommendation:  Adopt Resolution R-25-12 amending the City Manager's employment agreement and approving a City					

#### **RESOLUTION NO. R-25-12**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODWAY, TEXAS PROVIDING FOR AN AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT, APPROVING A CITY MANAGER SEVERANCE AGREEMENT, PROVIDING FOR SEVERABILITY, AND ESTABLISHING THE RESOLUTION WAS PASSED IN AN OPEN MEETING

Came on before the City Council of the City of Woodway, Texas the matter of the City Manager Agreement between the City of Woodway ("City") and Adam Niolet ("Manager"), which became effective May 20, 2024, and extends until May 20, 2026, as well as a City Manager Severance Agreement. The City Council, having evaluated the service of the Manager, has determined that his employment with the City should continue, and that certain amendments should be made to the City Manager Agreement and that a City Manager Severance Agreement should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODWAY, TEXAS THAT:

- 1. Section 1.1 of the City Manager Agreement relating to its term is deleted in its entirety and in its place the following text shall be substituted and is hereby adopted and agreed to by the City and the City Manager: "1.1 **TERM**. The term of this Agreement shall be for a term of beginning on May 20, 2024 (the "Commencement Date") and ending on , provided, however, that the term of this Agreement shall be subject to earlier termination at the sole discretion of the Council acting by majority vote in accordance with the City Manager Severance Agreement. The Manager serves at the pleasure of the Council as set forth in the City Charter." 2. In accordance with Section 5.2 of the City Manager Agreement, the City Manager and City hereby agree to amend the schedule for annual reviews of the City Manager's job of each year and not during the anniversary performance to occur in month of the City Manager's promotion to the position of city manager. 3. The City Council adopts the City Manager Severance Agreement attached hereto as Attachment A and incorporates its contents into this Resolution for all purposes.
- 5. PARAGRAPHS 1, 2, 4, AND 5 OF THIS RESOLUTION **SERVE AS AN AMENDMENT** TO THE CITY MANAGER AGREEMENT, AND A COPY OF

4. All provisions of the City Manager Agreement not expressly modified herein shall remain unchanged and effective as written, subject to any prior or subsequent

amendments lawfully entered; and

THIS RESOLUTION SHALL BE ATTACHED TO THE CITY MANAGER AGREEMENT.

- 6. PARAGRAPH 3 ADOPTING THE CITY MANAGER SEVERANCE AGREEMENT **SERVES AS AN INDEPENDENT AGREEMENT** SUPPLEMENTING BUT SEPARATE FROM THE CITY MANAGER AGREEMENT.
- 7. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The legislative body hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.
- 8. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public and properly noticed in compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551, and that all deliberations, if any, related to this Resolution were conducted in accordance with the Act.

PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF AUGUST 2025.

	CITY OF WOODWAY
	Amine Qourzal, Mayor
AGREED TO IN FORM AND SUBSTANCE:	
Adam Niolet, City Manager	
ATTEST:	
Donna Barkley, City Secretary	

#### CITY MANAGER SEVERANCE AGREEMENT

THIS CITY MANAGER SEVERANCE AGREEMENT ("<u>Agreement</u>") is made and entered into this 11<sup>th</sup> day of August 2025 ("<u>Effective Date</u>"), by and between the City of Woodway, Texas, a home-rule municipality ("<u>Woodway</u>"), and Adam Niolet ("<u>City Manager</u>") upon the terms and conditions set forth below. Woodway and the City Manager are collectively referred to herein as the "Parties."

WHEREAS, the City Council of the City of Woodway promoted Adam Niolet to City Manager of Woodway on May 20, 2024; and

WHEREAS, City Manager desires to continue his employment with Woodway and to faithfully fulfill the duties of his employment; and

WHEREAS, Woodway desires to continue to employ the City Manager in his current role; and

WHEREAS, Woodway and the City Manager entered in that certain City Manager Agreement, dated May 20, 2024 ("Employment Agreement"), which was subsequently amended by written agreement at various times, the last dated April 28, 2025 as Resolution No. R-25-05 (collectively, the "Subsequent Amendments"). The Employment Agreement and Subsequent Amendments are collectively referred to herein as the "City Manager Agreement"; and

WHEREAS, during its 89<sup>th</sup> Legislative Session, the Texas Legislature passed House Bill No. 762 amending Chapter 180 of the Texas Local Government Code relating to severance pay to municipal employees and contract employees, effective September 1, 2025; and

WHEREAS, Woodway and the City Manager desire to address grounds for termination and any severance payment provided to the City Manager in the event Woodway decides to terminate the City Manager's employment during such time as the City Manager is willing and able to continue performing the duties of the City Manager; and

WHEREAS, the Parties desire to outline the terms of such severance pay as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and hereinbefore stated, the sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

#### SECTION 1: TERM

1.1 **EFFECTIVE DATE**. This Agreement shall be effective as of the Effective Date and shall continue thereafter coterminous with the term of the City Manager Agreement, as amended from time to time, unless terminated sooner under the provisions hereof. This Agreement shall terminate automatically without further notice to Woodway or the City Manager upon termination of the City Manager Agreement, as amended, and if applicable pursuant to the terms of this Agreement, payment of the Severance Payment as provided in Section 2 of this Agreement.

#### **SECTION 2: TERMINATION**

- 2.1 **TERMINATION EVENTS.** City Manager's employment with Woodway and all covenants contained herein or in the City Manager Agreement shall terminate upon any of the following:
  - (a) Mutual agreement of the Council and Manager in writing and signed by them;
  - (b) Retirement or death of the Manager;
  - (c) Termination of Manager's Employment for "good cause" (as defined in Paragraph 2.2 below);
  - (d) A Unilateral Severance (as defined and set forth in Section 2.3 below); or,
  - (e) Expiration of the term of this Agreement.
- 2.2 "GOOD CAUSE". For purposes of this Agreement the term "good cause" is defined as follows:
- (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement or the City Manager Agreement, or any willful, knowing, grossly negligent, of negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by City Manager under this Agreement, the City Manager Agreement, or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- (b) Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to City Manager's official duties.
- (c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in his official capacity.
  - (d) Any failure to follow lawful written directives of the Council.
  - (e) Violation of the City's Drug and Alcohol Policy;
  - (f) Violation of the City's policies prohibiting sexual harassment and discrimination.
- (g) Arrest, indictment, or conviction on a felony charge or a non-felony charge constituting a crime involving moral turpitude.
  - (h) Insubordination towards the Council.
  - (i) Actions bringing discredit upon the City.

Before terminating the Manager for good cause, the City shall provide the Manager with written notice of the reasons for the proposed termination and shall allow the Manager an opportunity to be heard by the Council on the proposed good cause termination at a meeting to be held by the Council at least ten (10) days after the date of the notice. Manager agrees that this is all the process he will be due under this Agreement.

2.3 UNILATERAL SEVERANCE. As one of the termination events specified above in Paragraph 2.1, the Council may end the employment relationship and terminate this Agreement, at the pleasure of the Council in accordance with the City Charter, without cause or reason, upon written notice to the Manager as specified below and payment to the Manager of the Severance Amount (as defined below). If the Council determines that it desires a Unilateral Severance it shall provide written notice to the Manager at least fifteen (15) days in advance of the effective date of such termination, which specifies: (a) the Council has voted to pursue a Unilateral Severance pursuant to this Paragraph 2.3 of the Agreement, (b) the effective date of the Unilateral Severance ("Severance Effective Date"), and (c) the City's commitment to pay the Severance Amount. There shall be no limitations on the City making all deductions and withholdings required by law.

In recognition of the fact that the Manager will have incurred costs to re-locate and will have forgone other opportunities, in the event of a Unilateral Severance the City agrees to pay the Manager the Severance Amount within fifteen (15) days of the Severance Effective Date. Manager agrees to accept the Severance Amount in full settlement and satisfaction of all claims, causes of action, damages and rights that the Manager has or may have against the City, whether sounding in contract, tort, or statutory violation. Payment of the Severance Amount by the City to the Manager shall be the Manager's sole remedy and right for Unilateral Severance. The Severance Amount is a sum equal to a set number of months of base-pay. No benefits are included except matching contributions or withholding as required by law. Manager understands that required deductions for taxes and retirement will have to be withheld from the Severance Amount.

- 2.4 **SEVERANCE AMOUNT.** After the completion of one full year in the role of City Manager, the Severance Amount for a Unilateral Severance is six (6) months of base pay. Any severance payments shall be treated as salary for income-reporting, tax, and all other purposes. In addition, the City will pay the COBRA premiums for continuation of the health insurance for the Manager and dependents for six (6) months after termination.
- 2.5 **RESIGNATION**. A Unilateral Severance by the resignation of the Manager does not entitle the Manager to payment of any Severance Amount, or to any insurance continuation. The Manager shall give the City Council no less than 30 day's written notice of resignation unless the Council waives the requirement. Failure to give such notice will contractually bar the Manager from recovery of any accrued benefits.
- 2.6 **SUSPENSION**. The Manager may be suspended *with pay* during the pendency of any investigation into the Manager's conduct. No procedural requirements apply other than a majority vote of the Council. Manager agrees that Manager shall be entitled to no special process prior to a suspension as long as it is with pay and benefits.

2.7 **RELEASE**. Only after the City Manager signs and provides a signed release of claims shall Woodway make and deliver a severance payment. Execution of the release is a condition precedent to Woodway's obligations to pay the Severance Amount, and the City Manager's failure to execute and deliver such release shall nullify any obligation by Woodway to pay the Severance Amount.

#### **SECTION 3: OTHER TERMS AND CONDITIONS**

Woodway has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated non-tax revenue funds of Woodway in an amount sufficient to fund and pay all financial obligations of Woodway pursuant to this Agreement. If, under any circumstances, applicable State Law changes or limits the obligations outlined in this Agreement, Woodway and the City Manager shall collaborate to enumerate the value of the modified obligations(s) and the City Manager shall be paid in a lump sum the value of the lost authorized benefits.

#### **SECTION 4: GENERAL PROVISIONS**

- 4.1 ENTIRE AGREEMENT. The text herein shall constitute the entire agreement between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the Parties regarding the subject matter of this Agreement only. No amendment to this Agreement shall be made except on the written agreement of the Parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment. For the avoidance of doubt, this Agreement is supplemental to and does not replace the City Manager Agreement except where the terms contained herein directly conflict with the City Manager Agreement, as amended. All provisions contained in the City Manager Agreement not addressed, altered, or amended in this Agreement shall continue in full force and effect.
- 4.2 **SEVERABILITY.** If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 4.3 **CHOICE OF LAW AND VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in McLennan County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in McLennan County, Texas.

IN WITNESS WHEREOF, Woodway has caused this Agreement to be signed and executed on its behalf by its Mayor, duly attested by the City Secretary, and the City Manager has signed and executed this Agreement, both in duplicate, on the day and year first above written to be effective on the Effective Date.

CITY OF WOODWAY, TEXAS	CITY MANAGER	
By:		
Amine Qourzal, Mayor	Adam Niolet	



### **MISCELLANEOUS ITEMS FOR COUNCIL**

Distributed with August 11, 2025 City Council Meeting Packet

- > Tentative list of agenda items for future meetings
- ➤ Woodway Master Fee Schedule (proposed for adoption August 25, 2025)

### **Upcoming Calendar Items of Interest**

- Monday, August 11	Regular City Council meeting – 5:30 p.m.

- Monday, August 25 Regular City Council meeting – 5:30 p.m.

- Monday, September 1 City offices closed for the Labor Day holiday

- Monday, September 8 Regular City Council meeting – 5:30 p.m.

- Monday, September 22 Regular City Council meeting – 5:30 p.m.

### PENDING AGENDA ITEMS

## WOODWAY CITY COUNCIL AND PLANNING/ZONING COMMISSION (Updated 08/7/25)

This is a <u>tentative planning calendar</u> utilized to assist the City Secretary to compile draft meeting agendas.

DATE	CITY COUNCIL ITEMS	DATE	PLANNING & ZONING ITEMS
		08/12	- D & CA on Preliminary Plat, NJ Davis Addition, Lot 1, Block1 - D & CA on Final Plat, Lots 27 & 28, Block 4, Lake Forest Addition
08/25	- PH on proposed budget - Final adoption of 2025-2026 annual budget - PH on proposed tax rate - Final adoption of 2025 ad valorem tax rate - Ordinance amending Chapter 2, Admin Resolution amending Master Fee Schedule - Award Bid 25-04 Water Improvements		
09/08		09/09	
09/22		09/23	

#### **RECURRING COUNCIL ITEMS:**

- January/April/July/October (first meeting of the month) Quarterly presentations Public Safety and Community Services
- January/April/July/October (second meeting of the month) Quarterly presentation Finance
- January/July (second Council meeting of the month) Semi-annual presentations Carleen Bright Arboretum and Woodway Family Center
- Woodway Public Safety Association Day proclamation Annually at the meeting prior to the annual cook-out
- Appointment of Judges to Municipal Court of Record every two years (Next 09/2026)

**RECURRING P&Z ITEMS:** Every six months - Update to P&Z from Building Official regarding current PUD projects (Next 11/2025)

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025

# WOODWAY MASTER FEE SCHEDULE

## CITY OF WOODWAY MASTER FEE SCHEDULE I. PUBLIC SAFETY FEES

A.	Alarm monitoring	
	1. Nonvalid burglar alarms responded to during a 12-month period	
	a. Five (5) or less	No charge
	b. Six (6) or more	\$35.00 each
	2. Nonvalid holdup alarms responded to during a 12-month period	
	a. Two (2) or less	No charge
	b. Three (3) to four (4)	\$50.00 each
	c. Five (5) to six (6)	\$100.00 each
	d. Seven (7) or more	\$150.00 each
B.	Animal control	
	Special exemption permit application fee	\$100.00
	2. Pickup fee	
	a. First pickup of animal (waived if animal is chipped)	\$100.00
	b. Second pickup of animal	\$125.00
	c. Third and subsequent pickups	\$150.00
	d. Overnight boarding fee (per night)	\$ 25.00
C.	Permit for liquefied flammable gas container	\$80.00
D.	Fire services	
D.	Installation and remodeling of fire protection system	
	a. Hood and duct suppression systems	\$55.00 plus \$3.00/head
	b. Sprinkler systems	\$75.00 plus \$0.50 /head
	c. Standpipe systems	\$100.00 plus \$5.00/outlet
-	d. Fire pump installation	\$75.00
		\$75.00 plus\$1.50/device
		\$75.00 plus \$2.50/head
		\$75.00 plus \$2.50/flead
	g. Additional permits initiated	\$33.00
	2. Installation and removal of fuel storage tanks and dispensing systems	\$20.00 for first tonly also \$25.00
	a. Installation of underground or above ground storage tanks and/or	\$80.00 for first tank, plus \$25.00
	dispensers	per additional tank at same location and \$2.00/nozzle on
	1 D 1 C 1 1 1 1 1 1	dispensers \$75.00 for first tank,
	b. Removal of underground storage tanks	
		plus \$50.00 per additional tank at same location
		tank at same location
	3. Single events or activities	\$150.00 -1 \$250.00 for so-1
	a. Pyrotechnical display or fireworks display	\$150.00 plus \$250.00 for each
		hour of standby per fire company
	b. Special assembly activities	\$150.00 plus \$250.00 for each
		hour of standby per fire company
	c. Trench burn	\$150.00 plus \$250.00 for each
		hour of standby per fire company
E	Solicitor permit – Commercial (for-profit)	\$30.00 non-refundable
F.	Solicitor Permit – Non-Commercial (not-for-profit)	\$25.00
G.	Solicitor – individual criminal history check	\$25.00 per person
H.	Solicitor – individual identification card	\$5.00 per person
I.	Massage Therapist permit (initial)	\$50.00
J.	Massage Therapist permit (renewal)	\$25.00
K.	Activity/Filming permit	\$50.00

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025

Page 2 of 10

## CITY OF WOODWAY MASTER FEE SCHEDULE II. CARLEEN BRIGHT ARBORETUM FEES

Note: Rate exceptions must be approved by the City Manager.

Note: Employee discount is available for full-time employees with a tenure of two years or more. The rental discount can only be redeemed once per calendar year. Rentals are subject to availability and blackout dates and must have prior approval by the City Manager. The employee must be a current Woodway employee at the time of the rental agreement and at the time of the event.

A.	The Pavilion at the Carleen Bright Arboretum	
1.	All Day Rate (8:00 a.m. – midnight) – (10% discount for Woodway residents)	
	(50% discount for Woodway employees Sunday-Friday   25% discount for Woodway employees on	
	Saturday)	#2 F00 00 #4 200 00
	a. Saturday Sunday - Thursday	\$3,700.00 \$4,200.00
	b. Sunday Friday Friday	\$4,200.00 \$3,000.00
nillana e v	c. Saturday – all day rental only	\$4,700.00
2.	Hourly Rate (Sunday – Friday) – (10% discount for Woodway residents)	3 hour minimum
	(50% discount for Woodway employees Sunday-Friday   25% discount for Woodway employees on	
	Saturday)	\$150.00/ hour
	a. Daytime (8:00 a.m. – 5:00 p.m.)	\$300.00 / hour
	b. Evening (5:00 p.m. – midnight)	
3.	Kitchen Usage Fee	\$500.00
4.	Cleaning Fee	\$300.00
В.	Grandy Gazebo & Event Lawn	#1 000 00
1.	All Day Rate (8:00 a.m. – 10:00 p.m. ( Only available Friday – Sunday in tandem with	\$1,000.00
	lion rental)	
2.	Hourly Rate (Sunday - Friday Monday - Thursday) - (10% discount for Woodway	2 hour minimum
resid		
	(50% discount for Woodway employees Sunday-Friday   25% discount for Woodway	
	employees on Saturday)	¢100 00/1
	a. Daytime (8:00 a.m. – 5:00 p.m.)	\$100.00/ hour
	b. Evening (5:00 p.m. – 8:00 p.m. 9:00 p.m.)	\$200.00 / hour
C.	Whitehall Center at the Carleen Bright Arboretum	
	1. All Day Rate (8:00 a.m. – 10:00 p.m.) – (10% discount for Woodway residents)	
	(50% discount for Woodway employees Sunday-Friday   25% discount for Woodway employees on	
	Saturday)	£1 450 00
	a. Sunday-Thursday	\$1,450.00
	b. Friday	\$1,950.00
	c. Saturday – all day rental only	\$2,450.00
	2. Hourly Rate (Sunday – Friday) – (10% discount for Woodway residents)	3 hour minimum
	(50% discount for Woodway employees Sunday-Friday   25% discount for Woodway employees on	
	Saturday)	\$150.00/ hour
	a. Daytime (8:00 a.m. – 5:00 p.m.) b. Evening (5:00 p.m. – midnight)	\$300.00 / hour
2		\$ 350.00
3.	Kitchen Usage Fee	\$200.00
4.	Cleaning Fee	\$200.00
D.	Field Trip Tour	\$40.00
	1. 10 – 25 kids	\$40.00
	2. 26 – 50 kids	\$80.0
	3. 51 – 75 kids	\$120.0
	4. 76 – 100 kids	\$160.0
	Farmers Market Booth Fees	
		A 10 0
	1. Monthly Market Vendor Fee 2. Specialty Market Vendor Fee	\$40.00 \$50.00

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025 Page 3 of 10

#### CITY OF WOODWAY MASTER FEE SCHEDULE III. REFUSE SERVICES FEES

Α.		dentia									
	1.	Hou	sehold s	single resid	lential unit						<del>\$23.49</del> /month,
											e/week pickup
	2.			bulky item	(per call)					90.1	5 <del>\$85.05</del> /load
3		merc									
	1.			o (per conta						\$32.64	<del>\$30.79</del> /month
	2.			ters/contain							
		a.	Per mo	onth - sche	duled pickups	per week					
			Size		1/Wk or Extra Pickup	<u>2/Wk</u>	<u>3/Wk</u>	<u>4/Wk</u>	<u>5/Wk</u>	<u>6/Wk</u>	Extra Collection
			2 Yd	1	\$129.11 \$121.80	\$238.18 \$224.70	\$349.48 \$329.70	\$456.33 \$430.50	\$565.40 \$533.40	\$708.98 \$668.85	<del>\$68.25</del>
			3 Yd		\$139.13 \$131.25	\$257.10 \$242.55	\$378.42 \$357.00	\$496.40 \$468.30	\$611.04 \$576.45	\$765.74 \$722.40	<del>\$72.45</del>
			4 Yd	1	\$150.26 \$141.75	\$276.02 \$260.40	\$404.02 \$381.15	\$527.56 \$497.70	\$657.78 \$620.55	\$826.96 \$780.15	<del>\$76.65</del>
			6 Yd		\$183.65 \$173.25	\$341.69 \$322.35	\$496.40 \$468.30	\$654.44 \$617.40	\$812.49 \$766.50	\$1,016.17 \$958.65	\$89.25
			8 Yd		\$223.71 \$211.05	\$410.70 \$387.45	\$607.70 \$573.30	\$777.99 <del>\$733.95</del>	\$963.86 \$909.30	\$1,207.61 \$1,139.25	<del>\$106.05</del>
				pactor	\$355.05 \$334.95	\$707.87 \$667.80	\$1,060.69 \$1,000.65	\$1,415.74 <del>\$1,335.60</del>	\$1,773.01 \$1,672.65	\$2,128.06 \$2,007.60	\$168.00
	3.					im one haul pe	er billing period	1)			
		a.		ll, non-sch						\$247.	09—\$233.10
			1) 2)	15 yard 20 yard							67.12 \$252.00
			3)	30 yard							87.15 <del>\$295.0</del>
			4)	40 yard							07.19 <del>\$242.3</del> 0
			5)	Compa						Ψ.	\$318.0
		b.	Regula	ar. schedul	led (minimum	one haul per b	illing period)				
			1)	15 yard		P				\$2	33.73 \$220.5
			2)	20 yard				www.mag.co.co.co.co.co.co.co.co.co.co.co.co.co.			53.76 \$239.40
			3)	30 yard							97.17 \$280.3
			4)	40 yard							48.37 \$328.6
		c.	Depos					and the second state of th		All roll-off/co	ntainer billing
											ed to maintain
										eposit in the ar	
									0:	ne haul charge	
											to the final bil
		d.	Delive	ery fee						\$1	55.00 \$131.2
		e.			it, per each ton	over 10 ton m	aximum			\$	27.83 <del>\$26.2</del>
	4.	Loc	king lids	S							
		a.			er container)						\$10.50/Mont
	5.				omplimentar						bin \$4/mont
	6.		Conve	onioneo for	es: Credit/De	hit Card Foo				3 00% of th	he transaction

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025

Page 4 of 10

\$54.60/month

\$67.20 month

\$98.70/month

\$159.60/month

\$317.10/month

CITY OF WOO	DDWAY MASTER FEE SCHEDULE
IN	7. PARKING PERMITS

	IV. PARKING PERMITS	
Lon	ng-term parking special permit	\$100.00/permit
	<u>CITY OF WOODWAY MASTER FEE SCHEDUL</u> V. GARAGE SALE/ESTATE SALE PERMITS FEI	
A.	Garage sale permit fee	\$10.00
В.	Estate sale permit fee	\$50.00
	CITY OF WOODWAY MASTER FEE SCHEDUL VI. PARK FACILITY RENTAL FEES	<u>.E</u>
A.	Pavilion – All Parks	
	1. Minimum three (3) hours	
	a. Woodway residents	\$18.00/hour <del>\$50.00</del>
	b. Non-Woodway residents	\$20.00/hour <del>-\$60.00</del>
	2. Additional hours	\$15.00/hour
	3.2. Use of water and/or electricity	\$5.00 each
	Electrical accessibility	
	Water accessibility	
	4.3. Excessive water usage fee (for water slides and etc.)	\$30.00
	5.4. Excessive electricity usage fee (for overloads)	At cost - for City staff and
		electrician
В.	Gazebo - Poage Park	
	1. Minimum three (3) hours	040.007.00
	a. Woodway residents	\$10.00/hour \$25.00
	b. Non-Woodway residents	\$12.00/hour \$35.00
	2. Additional hours	\$15.00/hur
	3.2. Use of water and/or electricity (if available)	\$5.00 each
	Electrical accessibility	¢20.00
	4. Excessive water usage fee (for water slides and etc.)	\$30.00
	<b>5.4.</b> Excessive electricity usage fee (for overloads)	At cost - for City staff and electrician
C.	Special Event Permit	\$100.00/day
	<u>CITY OF WOODWAY MASTER FEE SCHEDUI</u> VII. WATER RATE SCHEDULE	JE
A.	Residential service within the city limits	
	1. First 2,000 gallons	\$ 33.60 /month
	2. 2,001 to 15,000 gallons	\$ 3.99/thousand
	3. 15,001 to 35,000 gallons	\$ 5.04 thousand
	4. 35,001 gallons and over	\$ 6.55 thousand
B.	Commercial service within the city limits	
	1. First 2,000 gallons (3/4" meter), minimum	\$44.10/month
		054.60/

First 2,000 gallons (1.5" meter), minimum

First 2,000 gallons (3" meter), minimum First 2,000 gallons (4" to 8" meter), minimum

First 2,000 gallons (1" meter), minimum

First 2,000 gallons (2" meter), minimum

2.

3.

4.

5.

6.

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025 Page 5 of 10

	7. 2,001 to 15,000 gallons	\$ 3.99 /thousand
	8. 15,001 to 35,000 gallons	\$ 5.04 /thousand
	9. 35,001 gallons and over	\$ 6.55 /thousand
J.	Irrigation Meters	ψ στου γ απο wounter
,	1. 0-13,000 gallons	\$ 3.99/thousand
	2. 13,001 to 33,000 gallons	\$ 5.04/thousand
-	3. 33,001 gallons and over	\$ 6.55/thousand
<u>Э.</u>	Service outside the city limits	1.5 times the rate for inside the
		city limits
Ξ.	Service within the city, by multiple users	422.50/
	1. First 2,000 gallons	\$33.60/month, times number of
	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	users served \$3.99/thousand, times number of
	2. 2,001 to 15,000 gallons	users served
	3. 15,001 to 35,000 gallons	\$5.04/thousand, times number of
	5. 15,001 to 55,000 ganons	users served
	4. 35,001 gallons and over	\$6.55/thousand, times number of
		users served
F.	Convenience fees: Credit/Debit Card Fee	3.00% of the transaction
	<u>CITY OF WOODWAY MASTER FEE SCHEDULE</u> VIII. WATER SERVICE CONNECTION FEES	
Α.	Deposit for residential service	010000
	1. Owners	\$100.00
	2. Renters	\$200.00
3	Deposit for commercial water service (based on meter size)	Ф100.00
	1. 3/4" meter; 1" meter; 1.5" meter; 2" meter	\$100.00
	2. 3" meter .	\$150.00
~	3. 4" - 8" meter	\$300.00 \$300.00
C.	Deposit for fire hydrant meter  Initial turn-on fee	\$20.00
<u>),</u>		\$15.00
E F.	Delinquent processing fee  Reconnection fee - working hours (Monday - Friday, 8:00 a.m 5:00 p.m.)	\$50.00
ī. G.	Reconnection fee - after hours	\$95.00
<u>Ј.</u> Н.	Re-read fee - after original read and one re-read	\$20.00
[.	Meter testing fee	\$130.00 <del>\$75.00</del>
J.	Collection Service Fee	17% of gross amount collected
	CITY OF WOODWAY MASTER FEE SCHEDULE IX. WASTE WATER RATE SCHEDULE	
A.	Residential service	various eropeia in productiva de el compressa que di cala de la confessión de misso de el de la compressa de m
	1. Base (0 g.)	\$30.14/month
	2. Usage per 1,000 gallons (based on average water consumption of monthly service periods beginning in January and February)	\$3.62/thousand
В.	Commercial service	
	1. Base	\$34.35/month
	<ol> <li>Usage per 1,000 gallons (based on average water consumption of monthly service periods beginning in January and February)</li> </ol>	\$ 3.62/ thousand
C.	Any discharge to the sewer works stronger than 250 milligrams per liter BOD and/or 250 milligrams per liter suspended solid, must be approved by the City	
	1. Additional surcharge (per milligram per liter of BOD in excess of 250 milligrams per liter per 1,000,000 gallons of flow)	\$0.08

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025 Page 6 of 10

	2.	Additional surcharge (per milligram per liter of suspended solids in excess of 250 milligrams per liter per 1,000,000 gallons of flow)	\$0.10
).		Convenience fees: Credit/Debit Card Fee	3.00% of the transaction
		CITY OF WOODWAY MASTER FEE SCHEDULE	
	<b>X.</b> 1	BUILDING PERMITS AND OTHER COMMUNITY SERVICES & DEVELOPMEN	NT DEPARTMENT FEES
		eral construction permit fees (Penalty for no permit: Double fee for first offense; ble fee +\$200.00 for subsequent offenses)	a dalah dari di Antoka kata Sangdangan Sama Urega ya kifa waku omata intaka k
	1.	New residential/commercial/industrial building/deck/patio cover, per square foot of total slab space + floor space of upper levels Minimum fee	\$0.2 \$75.0
	2.	Additions (changes of footprint located within five feet of main structure) per square foot of added area	\$0.2
		Minimum fee	\$75.0
	3.	Repairs/remodels/alterations, per square foot of repaired/remodeled/altered area (unless specified below)	\$0.4
		Minimum fee a. Replacement of windows/doors only	\$75.\ \$75.\
	4.	Accessory structures (located five feet or more from main structure)	·
		a. Buildings	\$40.00 for accessory building \$\leq 200\$ square for \$\leq 200\$
			\$75.00 for accessory buildir \ge 201 square for
		b. Wind & Solar energy systems	\$200.00 ea
		c. PODS/temporary storage container – per 30 calendar days, with a maximum of 60 days per one-year period	\$25.00 per 30 calendar da
	5.	Second inspection review	\$45.
		1st inspection review	\$50.
		2nd inspection review 3rd inspection review	\$75. \$125.
	6.	Swimming pool/spa permit	\$100.
	7.	Repair/recover/reroof existing buildings	\$40.00 <del>\$35</del> .
	8.	Lawn sprinkler system permit with new or replacement backflow assembly	\$45.00 <del>\$40.</del>
	9.	Miscellaneous - non-permit inspections	\$35.
	10.	Plumbing, mechanical, electrical, and natural gas/propane	
		a. All residential new construction/remodels/additions (unless specified below)	\$.06/square feet of living spa
		b. All commercial new construction/remodels/additions (unless specified below)	\$9.00 per each \$1,000.00 construction co
			Minimum \$75.
		c. Plumbing:	1.111111111111111111111111111111111111
		(1) Water heater replacement	\$40.
		(2) Replace/repair water and/or sewer yard lines (no tunneling)	\$35.
		d. Electrical:	
		(1) Service changeout only	\$75.
		(2) Meter repair only	\$35. \$75.
		<ul><li>(3) Roof-mounted solar panel installation only</li><li>(4) Generator installation only</li></ul>	\$75.
		(4) Generator installation only (5) Commercial electrical release (existing structure)	\$35.
		e. Mechanical:	
		(1) Service changeout	\$125.00 up to two unit; a \$50.00 per additional u
		(2) Duct work changeout only	\$35.
		f. Natural gas/propane leak repair and testing	\$35

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025 Page 7 of 10

	11.	Commercial parking lot	\$150.00
	12.	Grading/Site preparation	\$50.00
	13.	Drive approach	\$50.00 per approach
	13.	No permit (working without required permit)	Double permit fee
	14.		•
B.	Sign	S	
	1.	Face changes only	\$25.00
	2.	Non-electrical signs:	
		Zero (0) to thirty-six (36) square feet face area, each sign/side	\$25.00
		All over thirty-six (36) square feet area, each sign/side	\$50.00
	3.	Electrical signs (per face):	\$90.00
C.	Hou	se moving	
	1.	House moved outside city limits	\$50.00
	2.	House moved within city limits	\$100.00
D.	Dem	olition - Minimum fee, plus actual costs incurred in the event the City is required to	\$50.00
	perfe	orm any services	
E.	Wate	er system tap charges	
	1.	Where tap already exists and can be readily located	
		a. ¾" meter water availability fee	\$550.00
		b. 1" meter water availability fee	\$600.00
		c. Change out ¾" meter to 1" meter at same location	\$400.00
	2.	Where tap does not exist, is not readily located, or paving cut required, the applicant	
		will reimburse the actual costs incurred by the City based on current labor rates,	
		materials, and equipment costs	
		a. 1" water tap / ¾" meter	Minimum \$1,500.00
		b. 1" water tap / 1" meter	Minimum \$1,500.00
	3.	Larger mainline tap	Fee computed using standard fees
			plus the additional cost of labor
			and materials, as determined by
		0.1 1	City Manager Charges for existing service to
	4.	Other charges	larger service will be
			accomplished on a labor and
			materials cost basis, as
			determined by the City Manager
	- 5	Water meter equivalency fee	\$1,400.00 per LUE
	5.	water meter equivalency fee	(living unit equivalent)
F.	Publ	ic sewer system tap charges (Mandatory connection to the sanitary sewer system is	(IIVIIIg unit equivalent)
1.		ired within city's limits, except where the nearest sanitary sewer is more than two	
		dred (200) feet from any part of the property)	
	1.	Mainline tap for standard 4" tap where tap already exists and can be readily located	\$325.00
	2.	Mainline tap for standard 4" tap where tap is not readily available, manhole bore, or	Minimum \$1,000.00
	۵.	pavement cut is required, the applicant will reimburse the actual costs incurred by the	1,1111111111111111111111111111111111111
		City based on current labor rates, materials, and equipment costs	
	3.	Commercial tap	Cost to be determined by City
	5.	Commercial tap	Manager based on cost recovery
	4.	Other taps	Cost to be determined by the City
G.	Publ	ic street and sidewalk construction permit charges	
	1.	Permit to construct street, drive approach, sidewalk, street intersection, or curb and	\$35.00
	2.	gutter  Permit to open, dig into, remove the surface from, excavate, or bore/tunnel under any	\$25.00
		street, sidewalk, alley, public way or place	φ20.00
H.	Platt	ing fees	

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025

Page 8 of 10

-		Ф150.00
	1. Preliminary plat/replat application fee	\$150.00
	2. Final plat, final replat, or amended plat application fee	\$250.00
	3. Preliminary plat/replat, final plat/replat, or amended plat review fees	
	a. First review (fee included with application fee)	\$0.00
	b. Subsequent review(s)	Applicant to reimburse City
		at cost
	4. Final plat, replat, or amended plat - County filing fee	Applicant to reimburse City
		at cost
I.	Construction plan review	
	1. First review of non-residential construction plans	\$.00
3	2. Subsequent review(s) of non-residential construction plans	Applicant to reimburse City
		at cost
J.	Processing fee (due to public hearing requirements) for "Application to Develop in Planned	\$300.00
	Zoning" and "Application to Develop a Church or School in Residential Zoning"	
K.	Processing fee (due to public hearing requirements) for "Application for Change in Zoning	\$300.00
	Classification"	
L.	Short-term rental permits	
	1. Initial application fee	\$500.00
	2. Application for renewal	\$300.00
-		

## CITY OF WOODWAY MASTER FEE SCHEDULE XI. WOODWAY FAMILY CENTER FEES

Note: Rate exceptions must be approved by the City Manager.

Note: Employee discount is available for full-time employees with a tenure of two years or more. The rental discount can only be redeemed once per calendar year. Rentals are subject to availability and blackout dates and must have prior approval by the City Manager. The employee must be a current Woodway employee at the time of the rental agreement and at the time of the event.

A.	League Registration	\$100.00 resident / \$120.00 non-resident	
		per sport / season	
В.	Clinics (Sports, S.T.E.A.M., & Events)	\$35.00 to \$200.00 resident/	
		\$55.00 to \$220.00 non-resident	
C.	Party Event Rental (Party Room & Court 2)	\$50.00 per hour resident	
	(50% discount for Woodway employees Sunday-Friday   25% discount for	\$70.00 per hour non-resident	
	Woodway employees on Saturday)	(3 -hour minimum)	
D.	Facility Rentals – Gym or Fields	\$50.00 per hour resident	
	(50% discount for Woodway employees Sunday-Friday   25% discount for Woodway employees on Saturday)	\$70.00 per hour non-resident (3-hour minimum)	
E.	Senior Programming Membership (includes Pickleball)	Daily Rate - \$5.00 non-resident	
		Weekly Rate - \$10.00 non-resident	
		Monthly Rate - \$40.00 non-resident	
		(add spouse) - \$20.00 non-resident	
F.	Pickleball Membership	Daily Rate - \$2.00 non-resident	
	i i	Weekly Rate - \$5.00 non-resident	
		Monthly rate - \$20.00 non-resident	
		(add spouse) - \$15.00 non-resident	
G.	Open Gym	Individual Day Pass - \$2.00	
		Family Day Pass - \$3.00	

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025 Page 9 of 10

# <u>CITY OF WOODWAY MASTER FEE SCHEDULE</u> SUMMARY OF AMENDMENTS AND ADOPTING RESOLUTIONS

Resolution #	Date of Adoption	Section Amended
R-98-10	09/14/1998	Section I
R-98-16	11/09/1998	Section II.A - II.E.
R-99-05	02/22/1999	Section II.B.
R-99-08	03/22/1999	Section III.
R-99-09	04/12/1999	Section II.F.
R-99-14	07/12/1999	Section III.B.2.b.
R-99-17	08/09/1999	Section II.A.1.c. & 2.c.; II.G., IV
R-00-01	01/10/2000	Section V.A
R-00-05	02/28/2000	Section II.F.
R-00-12	09/11/2000	Section II.A.(1.bc. & 2.bc.); II.B.2.b.; II.E.; II.H.; III; IV
R-01-18	07/23/2001	Section II.A.(4.ab.)
R-01-19	09/10/2001	Section I.B.1.; II.A.(1.ab., 2.ab., & 3.); II.B.; II.D.; II.E.2.; III; VI
R-02-16	09/16/2002	Section II.B.; II.E.; II.E.2.; II.G.(1. & 2.)
R-03-11	09/15/2003	Section II.C.; II.D.; II.E.; II.H.; III.B.(3.c.)
R-03-21	12/08/2003	Section VII.AVII.D.; Section VIII.AVIII.B.
R-04-03	04/26/2004	Section IV.A IV.C.
R-04-08	08/23/2004	Section V.B.; Section IX.AIX.I.
R-04-13	09/13/2004	Section III.B.14.; Section V.; Section VII.A.,B.,D.; Section IX.; Section X.
R-05-19	09/12/2005	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-05-19.
R-05-27	11/28/2005	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-05-27.
R-06-05	03/27/2006	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-06-05.
R-06-15	09/11/2006	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-06-15.
R-06-18	10/02/2006	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-06-18.
R-07-07	04/09/2007	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-07-07.
R-07-15	07/09/2007	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-07-15.
R-07-19	09/10/2007	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-07-19.
R-08-17	09/08/2008	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-08-17.
R-09-16	09/01/2009	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-09-16.
R-10-11	09/01/2010	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-10-11.
R-11-03	01/24/2011	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-11-03.
R-11-06	02/14/11	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-11-06.
R-11-16	08/29/11	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-11-16.
R-11-18	10/24/11	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-11-18.
R-12-02	01/09/12	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-12-02.
R-12-17	06/11/12	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-12-17.
R-12-20	08/20/12	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-12-20.
R-12-22	09/10/12	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-12-22.
R-12-23	09/24/12	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-12-23.
R-13-04	04/08/13	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-13-04.
R-13-07	09/03/13	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-13-07.
R-14-04	03/24/14	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-14-04.

Proposed for Adoption: August 25, 2025 To Be Effective: October 1, 2025 Page 10 of 10

R-14-11	09/05/14	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-14-11.
R-15-06	04/13/15	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-15-06.
R-15-10	06/22/15	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-15-10.
R-15-12	08/24/15	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-15-12.
R-16-16	08/29/16	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-16-16.
R-17-16	08/31/17	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-17-16.
R-18-16	08/30/18	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-18-16.
R-19-14	08/30/19	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-19-14.
R-20-14	08/24/20	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-20-14.
R-21-09	05/24/21	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-21-09.
R-21-12	08/23/21	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-21-12.
R-22-13	05/23/22	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-22-13.
R-22-16	08/22/22	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-22-16.
R-23-15	08/28/23	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-23-15.
R-24-18	08/26/24	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-24-18
R-25	08/25/25	All amendments are shown on redlined/highlighted text version which is permanently filed with Res. R-25