Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Town Council/Board of Trustees

Agenda - Final

Tuesday, February 18, 2025 **3:30 PM** **Council Chamber**

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

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

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

WORK SESSION 3:30 PM

I. CALL WORK SESSION TO ORDER

II. HOLD WORK SESSION AND DISCUSSION REGARDING WESTLAKE ACADEMY'S PROPOSAL TO ADD ONE ADDITIONAL SECTION OF 4TH GRADE CLASS FOR SCHOOL YEAR 2025-2026 (Dr. Kelly Ritchie, Head of School)

III. ADJOURN THE WORK SESSION

REGULAR MEETING 4 PM

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

B. INVOCATION AND PLEDGES OF ALLEGIANCE

C. CITIZEN/PARENT COMMENTS

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

D. ITEMS OF COMMUNITY INTEREST

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

D.1. 25-53 Items of Community Interest (Communications Director Jon Sasser)

E. CONSENT AGENDA

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

E.1. 25-23 Discuss, consider and act to approve the February 3, 2025 Town Council/Board of Trustees Regular Meeting Minutes (Town Secretary Dianna Buchanan)

F. REGULAR AGENDA ITEMS

F.1. RES 25-08 Receive presentation and discuss, consider and act regarding Resolution 25-08 approving and adopting the Town of Westlake Strategic Plan 2025-2032 (Town Manager Wade Carroll)

F.2. WA RES 25-02 v2 Discuss, consider and act regarding WA Resolution 25-02 to add one additional section of 4th grade to Westlake Academy for School Year 2025-2026 (Dr. Kelly Ritchie, Head of School)

F.3. RES 25-05 Discuss, consider and act regarding Resolution 25-05 approving and authorizing the Town Manager to enter into a contract with Holt Power Systems - Caterpillar for procurement of a 700kw on-site backup diesel generator set for the Town's water pump station in the amount of $342,481.28 utilizing Sourcewell Cooperative Purchasing Contract #092222-CAT (Cheryl Taylor, P.E., Director of Public Works).

F.4. RES 25-09 Discuss, consider and act regarding Resolution 25-09 approving and authorizing the Town Manager to enter into a contract with Global Pump Solutions for emergency repairs and installation services for water and wastewater infrastructure throughout the town in an amount not to exceed $450,765.20 utilizing BuyBoard Cooperative Purchasing Contract #672-22 (Cheryl Taylor, P.E., Director of Public Works)

F.5. RES 25-01 Discuss, consider and act to approve Resolution 25-01 amending the established dates for Regular Meetings of the Town Council | Board of Trustees through September 30, 2025 (Town Manager Wade Carroll)

G. DISCUSSION ITEM

Discuss recent trip to the Capitol to meet with elected officials regarding proposed bills and priorities that could affect the Town of Westlake and Westlake Academy.

H. FUTURE AGENDA ITEMS

I. STAFF RECAP OF COUNCIL DIRECTION

J. ADJOURNMENT

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

Dianna Buchanan

_____

Town Secretary

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

File #: 25-53 **Agenda Date:** 2/18/2025 **Agenda #:** D.1.

TOWN STAFF REPORT RECOMMENDATIONS

Items of Community Interest (Communications Director Jon Sasser)

STAFF: Communications Director Jon Sasser

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

NOTABLE ITEMS AND UPCOMING EVENTS:

Town Council Meeting
Monday, March 3, 2025; 4 pm
1500 Solana Blvd, Westlake, TX

Planning & Zoning Meeting
Tuesday, March 11, 2025; 5 pm
1500 Solana Blvd, Westlake, TX

Westlake Academy Spring Break
March 17-21, 2025

Town Council Meeting
Monday, March 24, 2025; 4 pm
1500 Solana Blvd, Westlake, TX

Employee Appreciation
March 29, 2025; 6-10 pm
Billy Bob's at the 81 Club

ADDITIONAL ITEMS

- Election Deadline to File for a place on the ballot was February 14th

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

File #: 25-23 **Agenda Date:** 2/18/2025 **Agenda #:** E.1.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act to approve the February 3, 2025 Town Council/Board of Trustees Regular Meeting Minutes (Town Secretary Dianna Buchanan)

STAFF: Dianna Buchanan, Town Secretary

BACKGROUND:

The February 3, 2025 Town Council Regular Meeting Minutes are attached for review and consideration of approval.

Once approved, all meeting minutes will be executed and uploaded to the Town of Westlake website for transparency and Laserfiche software for state retention compliance.

RECOMMENDATION:

Staff recommends approval of the minutes.

ATTACHMENT(S):

02.03.2025 TC/BOT Regular Meeting Minutes

TOWN COUNCIL ACTION/OPTIONS:

1. Motion to approve minutes, as presented.
2. Motion to approve the minutes with the following corrections/changes (please state corrections/changes in motion)
3. Motion to table
4. Motion to deny

Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Town Council/Board of Trustees

Meeting Minutes - Draft

Monday, February 3, 2025 **4:15 PM** **Council Chamber**

The Town Council of the Town of Westlake serves as the governing board for Westlake Academy. This agenda may contain both municipal and Westlake Academy items, which will be clearly identified. In an effort of transparency, this meeting will be viewable to the public via Live Stream and also available for viewing after the meeting. In an effort of meeting efficiency, any residents wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting.

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

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

Mayor Greaves called the meeting to order at 4:15 pm and announced a quorum present.

PRESENT:
Mayor Kim Greaves
Mayor Pro Tem Tammy Reeves
Council Member Todd Gautier
Council Member Michael Yackira
Council Member Anna White
Council Member Asselta (virtually present)

STAFF PRESENT:
Town Manager Wade Carroll
Town Secretary Dianna Buchanan
Communications Director Jon Sasser
School Attorney Janet Bubert
Finance Director Cayce Lay Lamas
IT Director Jason Power
Dir. Innovation & Dev. Michelle Briggs
Keller Police Chief Brad Fortune
Head of School Dr. Kelly Ritchie
Deputy Town Manager Jason Alexander
Town Attorney Stan Lowry
Fire Chief John Ard
Public Works Director Cheryl Taylor
Human Resources Director Sandy Garza
Academy Finance Manager Marlene Rutledge

B. INVOCATION AND PLEDGES OF ALLEGIANCE

Pastor Mike Banas, Milestone Church, Keller, provided the invocation. Mayor Greaves and Westlake Academy Head of School Dr. Kelly Ritchie introduced Westlake Academy students

Andrew Poot (5th grade), Lucia Poot (10th grade) and James Poot (11th grade), to assist with leading the pledges to the U.S. Flag and the Texas Flag. Pledges recited.

C. CITIZEN/PARENT COMMENTS

There was no one to speak at this time.

D. ITEMS OF COMMUNITY INTEREST

D.1. 25-36 Items of Community Interest (Communications Director Jon Sasser)

Communications Director Jon Sasser provided an overview of upcoming events and items of community interest.

E. PRESENTATION(S)

E.1. WA 25-103 Westlake Academy International Baccalaureate (IB): Leaders in the Field (Michelle Briggs, Westlake Academy Director of Innovation and Development)

Michelle Briggs, Westlake Academy Director of Innovation and Development, presented a video presentation that was played called "Westlake Academy International Baccalaureate (IB): Leaders in the Field".

F. CONSENT AGENDA

F.1. 25-31 Discuss, consider and act to approve the January 21, 2025 Joint Town Council and Planning and Zoning Commission Workshop Meeting Minutes (Town Secretary Dianna Buchanan)

F.2. 25-32 Discuss, consider and act to approve the January 21, 2025 Town Council/Board of Trustees Regular Meeting Minutes (Town Secretary Dianna Buchanan)

Motion by Council Member White and Motion Second by Council Member Yackira to approve the Consent Agenda. Mayor Greaves called for the vote. MOTION TO APPROVE THE CONSENT AGENDA APPROVED UNANIMOUSLY.

G. REGULAR AGENDA ITEMS

G.1. RES 25-04 v2 (TABLED 1/21/2025) Discuss, consider and act to approve Resolution 25-04 approving a Development Agreement between the Town of Westlake, Texas and Otter Partners, LP, for subdivision improvements for Westlake Ventanas, a residential development to be designed and built in adjacency to Solana Boulevard. (Jason Alexander, AICP, CEcD, Deputy Town Manager)

Motion by Council Member White and Motion Second by Mayor Pro Tem Reeves to remove the item from the Table for consideration. Mayor Greaves called for the vote. MOTION TO REMOVE THE ITEM FROM THE TABLE FOR CONSIDERATION APPROVED UNANIMOUSLY.

Deputy Town Manager Jason Alexander gave an overview of the item including updates to the Development Agreement for Westlake Ventanas which is part of the Entrada Planned Development and is permitted to have up to 51 detached single-family residential lots. Staff recommends approval

of the development agreement. The developer, Frank Bonilla was present in support of the item. Town Manager Carroll thanked Mr. Bonilla for his patience in completing the agreement and guidelines for consideration of approval. Motion by Council Member White and Motion Second by Mayor Pro Tem Tammy Reeves to approve Resolution 25-04 as preented. Mayor Greaves called for the vote.
MOTION TO APPROVE RESOLUTION 25-04 APPROVING THE DEVELOPMENT AGREEMENT WITH OTTER PARTNERS, LP, FOR SUBDIVISION IMPROVEMENTS FOR WESTLAKE VENTANAS APPROVED 4-0. COUNCIL MEMBER GAUTIER DID NOT VOTE DUE TO A CONFLICT OF INTEREST (AFFIDAVIT ON FILE).

At this time, Mayor Greaves directed the meeting to consider Resolution 25-06 (Item G.5.).

G.2. **25-38** Discuss, consider, and act to approve the purchase of a new fire engine not to exceed $1.3 million dollars.

Fire Chief John Ard presented an overview of the proposed fire engine purchase. The process to design, build and take possession of the engine will take three years. Finance Director Cayce Lay Lamas also provided financial information regarding the purchase. Motion by Council Member White and Motion Second by Mayor Pro Tem Reeves to approve the purchase of a new fire engine in an amount not to exceed $1,300,000. Mayor Greaves called for the vote.
MOTION TO APPROVE THE PURCHASE OF A NEW FIRE ENGINE IN AN AMOUNT NOT TO EXCEED $1,300,000 APPROVED UNANIMOUSLY.

G.3. **WA RES 25-03** Discuss, consider and act regarding WA Resolution 25-03 adopting the Westlake Academy Academic Calendar for School Year 2025-2026 (Head of School Dr. Kelly Ritchie)

Dr. Ritchie provided an overview of the proposed Westlake Academy Academic Calendar for School Year 2025-2026. Motion by Council member White and Motion Second by Mayor Pro Tem Reeves to approve WA Resolution 25-03 adopting the "Draft 2" version of the academic calender. Mayor Greaves called for the vote.
MOTION TO APPROVE WA RESOLUTION 25-03 APPROVING AND ADOPTING DRAFT 2 AS THE WESTLAKE ACADEMY ACADEMIC CALENDAR FOR SCHOOL YEAR 2025-2026 APPROVED UNANIMOUSLY.

G.4. **WA RES 25-02** Discuss, consider and act regarding WA Resolution 25-02 to add one additional section of 4th grade for School Year 2025-2026 and one section of Pre-K (4 year old) class for School Year 2025-2026 (Dr. Kelly Ritchie, Head of School)

At the request of staff, and by consensus, the item is being pulled from the agenda today and scheduled for a Workshop Session at the next Town Council/Board of Trustees meeting on February 18, 2025.

Mayor Greaves directed the meeting to H. Discussion Item as G.5. was considered earlier in the meeting.

G.5. **RES 25-06** Discuss, consider and act to approve Resolution 25-06, a Resolution by the Town Council of the Town of Westlake, Texas, approving the participation of

the Town in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303 of the Texas Local Government Code, as amended; nominating Charles Schwab & Co., Inc. to the Governor's Office for Economic Development and Tourism as a Triple Jumbo Enterprise Project through the Economic Development Bank; and authorizing the Town Manager or Designee to execute any related documents in support of that nomination. (Jason Alexander, AICP, CEcD, Deputy Town Manager)

This item was considered immediately after item G.1.

Deputy Town Manager Jason Alexander provided an overview of the item. Representatives were present in support of the item from Charles Schwab & Co., Inc.
Motion by Council Member White and Motion Second by Council Member Yackira to approve Resolution 25-06 as presented. Mayor Greaves called for the vote.
MOTION TO APPROVED RESOLUTION 25-06 APPROVING THE PARTICIPATION OF THE TOWN IN THE TEXAS ENTERPRISE ZONE PROGRAM AND NOMINATING CHARLES SCHWAB & CO., INC. TO THE GOVERNOR'S OFFICE FOR ECONOMIC DEVELOPMENT AND TOURISM AS A TRIPLE JUMBO ENTERPRISE PROJECT THROUGH THE ECONOMIC DEVELOPMENT BANK APPROVED UNANIMOUSLY.

Mayor Greaves directed the meeting back to item G.2. at this time.

H. DISCUSSION ITEM

H.1. **WA 25-102** Discussion concerning recent conversations with multiple elected legislators regarding appropriate school funding for Westlake Academy (Mayor Kim Greaves)

Mayor Greaves shared that he and Town/Westlake Academy staff have spent a lot of time meeting with the Town's elected officials, including State Senator Kelly Hancock and State Representative Giovanni Capriglione about school finance and trying to understand what legislation may be coming forward during this Legislative Session to increase funding for Westlake Academy. He also met with former four-time congressman Pete Geren who has been heavily involved with charter schools. The annual budget for Westlake Academy is +/- $11 million and the TEA per student allocation to Westlake Academy, being a charter school, totals +/- $8 million. The annual $3 million deficit is met by funding from the Town and by funds raised by the Westlake Academy Foundation. Westlake Academy is getting between $8,700 and $8,800 per student from the TEA, and Independent School Districts (ISDs) get +/- $12,400 per student from the TEA. Additional research has shown that the average charter school gets +/- $11,100 per student from the TEA, and if Westlake Academy received that amount it would translate to an additional couple million dollars for Westlake Academy. The calculations for the amount received per student are complicated, beginning with a base amount, and then increasing depending on around 30 other criteria. In addition, ISDs also receive revenue from property taxes, while Westlake Academy (being a charter school) receives $0 from property taxes. Since 2019 schools have received no increased

funding from the State. It was recommended by State Senator Hancock, State Rep. Capriglione, and Mr. Geren that Westlake Academy become a member of the Texas Charter School Association so that we have a bigger voice on funding and other charter school issues. We believe that the Legislators do intend to increase the per student allocation which would be a big deal for the academy. In addition charter school facility funding is capped at $60,000,000 and there is also talk that they may be removing that cap, which would also go along way to help increase funding for the academy. Ms. Briggs said that House Bill 21 has language to remove the facilities cap and if it is removed, the expectation is that Westlake Academy would receive around +/- $900 per student compared to the current amount of +/-$100 per student. he $60,000,000 facility funding is currently shared by 900 charter schools. A group including the Mayor, Head of School and Town Manager are heading down to Austin on Monday to a speak to Legislators about the need for increased funding from the State for Westlake Academy.

I. EXECUTIVE SESSION

Mayor Greaves announced the items for Executive Session and recessed the Regular Meeting to Executive Session at 5:19 pm.

I.1. 25-33 Section 551.071: Consultation with and legal advice from the Town Attorney regarding pending litigation - Vertical Bridge v. Town of Westlake

I.2. 25-34 Section 551.087: Deliberation regarding Economic Development Negotiations to deliberate the offer of a financial or other incentive to a business prospect:
a) Project ED 25-01, and
b) Project ED 25-02.

I.3. 25-37 Section 551.073: Deliberation regarding prospective gifts related to Westlake Academy facilities.

Mayor Greaves reconvened the Regular Meeting from Executive Session at 7:41 pm. Council Member Asselta did not rejoin the Regular Meeting via remote connection.

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

There was no action as a result of Executive Session.

K. FUTURE AGENDA ITEMS

These items were mentioned together with the Staff Recap of Council Direction.

L. STAFF RECAP OF COUNCIL DIRECTION

Town Manager Wade Carroll summarized direction from Town Council. Town Council would like to schedule a workshop prior to the next regular meeting (on February 18th) regarding the proposed addition of one section of 4th grade and one section of Pre-K (4 year old) class for School Year 2025-2026 at Westlake Academy. In addition in the near future staff will bring forward an item for consideration to become a member of the Texas Charter School Association.

M. ADJOURNMENT

Mayor Greaves adjourned the Regular Meeting at 5:42 pm.

Kim Greaves, Mayor

ATTEST:

Town Secretary Dianna Buchanan

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

File #: RES 25-08 **Agenda Date:** 2/18/2025 **Agenda #:** F.1.

TOWN STAFF REPORT RECOMMENDATIONS

Receive presentation and discuss, consider and act regarding Resolution 25-08 approving and adopting the Town of Westlake Strategic Plan 2025-2032 (Town Manager Wade Carroll)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

In the months of May, June and July of 2024, the Town Council/ Board of Trustees developed a scope of work, heard proposals and on July 15th awarded Baker Tilly with a contract to create a new strategic plan for the Town of Westlake and Westlake Academy.

Baker Tilly devised a planning schedule that included speaking with Westlake residents, stakeholders, parents and staff, and worked with Council through strategic planning sessions to create a fiscal model and financial sustainability plan that will assist the Town in identifying the revenues necessary to achieve the plan. Through these interactions along with meetings with the primary landholder and developer, Baker Tilly created a development model that will assist the town in obtaining the right kind of businesses and development to gain the necessary ad valorem and sales taxes to fund the plan.

All documents have been delivered to the Town Manager and are included in this agenda packet.

DISCUSSION:

Staff has worked with Baker Tilly to develop goals and strategies from the council's focus areas and priorities which are in the strategic plan document. The strategic plan as written is to be accomplished in the next 5-7 years. Staff is requesting that Council review the strategic planning documents including the goals and strategic initiatives and give any feedback necessary to finalize and approve the document. Once finalized the staff will create an annual work plan to implement the strategic plan document. That work plan will be derived from the strategic goals and strategies but will include key accountability indicators and specific timelines for that year's work plan activities.

FISCAL IMPACT:

The strategic plan goals, initiatives and work plan will be folded into the annual budget over the next 5-7 years and will be approved by the Council as part of the budget process.

STAFF RECOMMENDATION:

Staff recommends approving the strategic plan as presented.

ATTACHMENT(S):

- Resolution 25-08
- Fiscal Sustainability Model
- Development Plan
- Strategic Plan

TOWN COUNCIL ACTION/OPTIONS:

1) Motion to approve
2) Motion to amend with the following stipulations (please state stipulations in motion)
3) Motion to table
4) Motion to deny

TOWN OF WESTLAKE

RESOLUTION NO. 25-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING AND ADOPTING THE TOWN OF WESTLAKE, TEXAS STRATEGIC PLAN 2025-2032.

WHEREAS, the Town Council of the Town of Westlake has determined that effective governance of the Town of Westlake requires a focused effort best provided by a comprehensive strategic plan; and,

WHEREAS, the Town of Westlake, in collaboration with Baker Tilly Advisory Group, has developed a strategic plan to guide the community's growth and sustainability over the next five years; and,

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

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

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

SECTION 2: That the Town Council of the Town of Westlake, Texas approves and adopts the attached ***Town of Westlake, Texas Strategic Plan 2025-2032***, attached hereto as ***Exhibit "A"***.

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

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

PASSED AND APPROVED ON THIS 18TH DAY OF FEBRUARY, 2025.

_____
Kim Greaves, Mayor

ATTEST:

_____
Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

_____
L. Stanton Lowry, Town Attorney

Town of Westlake

Fiscal Model and Fiscal Sustainability Planning

FINAL REPORT

October 2024

bakertilly

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October 31, 2024

Mr. Wade Carroll
Town Manager
Town of Westlake
1500 Solana Blvd., Building 7
Westlake, TX 76262

Dear Mr. Carroll:

Baker Tilly is pleased to transmit our report that summarizes the Town's baseline financial forecast (fiscal model) and our analysis of ways to address future fiscal gaps to the extent that ongoing operating budget deficits or increased infrastructure investment indicate the need for budget strategies to maintain an appropriate level of reserves.

The initial baseline estimates indicate projected budget surpluses for the Town's General Fund, even when considering the ongoing subsidy required to fund the Town Academy. However, underfunded and unfunded capital improvement projects currently not within the Town's existing budgets will reduce those surpluses significantly and may lead to ongoing structural budget deficits without strategies to address those deficits.

In this report, we summarize the outcome of the baseline fiscal model based on the Town's adopted FY 2025 budget, which includes a separate fiscal model for the Town Academy that informs the Town's ongoing subsidy requirements.

Sincerely,

Carol Jacobs
Managing Director

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Executive Summary

The Town of Westlake engaged Baker Tilly to develop a baseline financial forecast ("fiscal model") for the Town's use that is primarily focused on the General Fund. The baseline fiscal model is used to help tell the story about the Town's financial health and provide insights for Town councilmembers and staff to make informed policy decisions and their impacts on the Town's long-term financial resources. Based on the outcomes of this financial forecast, the Town then asked us to provide a set of budget strategies that would form the basis of a fiscal sustainability plan to address any current or future gaps that may exist in the Town's General Fund. This report provides our analysis of the outcomes of the fiscal model and budget strategies we believe the Town could explore in the future to ensure that reserves stay at or near our recommended General Fund reserve goal of 33% of annual operating expenditures to provide long-term solvency and financial sustainability to the Town.

The Town is in a state of development. It has an incorporated area of nearly 7 square miles and a current population estimated at less than 2,000. Existing development to date has focused on a blend of commercial office campuses and office developments with limited retail and residential development focused primarily on single homes within larger planned developments governed by homeowners' associations (HOAs). The historically significant development activity has led to one-time revenue sources in the form of planning and building permit fees that have contributed to the Town's General Fund reserves.

The Town is less than 40% built out in terms of population, with a significant amount of undeveloped land currently held by two primary landowners – one private developer that focuses on commercial and residential construction, and a private trust that owns prior farmland that has the potential for development of residential and commercial properties. While the Town can determine land use designations and acceptable development, future development will primarily be driven by these two landowners/developers. These will generate new, ongoing General Fund revenue sources in the form of property taxes and sales taxes, the volume of which will depend on the mix of retail and sales-taxable uses. However, new revenue sources will be offset by increased staffing needs to serve the growing daytime and residential population.

The Town is unique in that while being a relatively small community, it provides a full slate of services either through Town staff or through contracted services, the latter of which includes police services provided by the City of Keller. The Town currently has no significant municipal-owned parks and recreation services. However, it does maintain various walking trails that connect HOA areas. The Town is the only municipality in Texas that operates a charter school – Westlake Academy – and is financially responsible for its operations and capital needs. The Town has increased its contribution to the Academy over the years, and most recently, due to increases in staffing, the annual subsidy to the Academy totals over $1.7 million from the Town's General Fund. The relatively stagnant growth of state funding for charter schools cannot keep pace with the anticipated increases in personnel and operating costs. Moreover, no capital set-asides have been anticipated for the school's long-term operations to replace facilities or equipment.

Baker Tilly has incorporated the Town's separately adopted FY 2025 budgets for the Town and the Academy, respectively, to inform the development of the long-range fiscal model. We have used several key baseline assumptions, including existing population and service levels, known revenue sources and expenditure requirements, modest population growth, and the exclusion of any significant capital infrastructure investments for the Town or the Academy. Based on this set of realistically conservative assumptions, the Town's General Fund forecast would indicate an annual surplus averaging $2.6 million per year that could see General Fund reserves stay above a recommended minimum reserve target of four months (or 33%) of annual operating expenditures plus operating transfers and subsidies. From this baseline perspective, the Town would appear to be in good financial shape.

However, there is likely to be a significant amount of capital expenditures that will come due over the next several years. Much of the Academy's facilities will need repairs and maintenance, including key building systems (e.g., HVAC, carpet, roof, paint), outdoor hardscape, athletic fields, and lighting over the next several years. While most of the non-building improvements have been funded through the gracious donations of the Academy fundraising foundations, it is currently not reasonable to expect that maintenance of those improvements will be funded through donations in a similar fashion. In addition, while much of the Town's streets and landscaping needs are the responsibility of HOAs, the arterial roads, street lighting, and hardscapes/softscapes are the responsibility of the Town. Moreover, the Town has a fire station with requisite building systems as mentioned above, and fire apparatus that will need to be maintained and/or replaced over the next several years. As such, we believe the Town currently has an unfunded capital infrastructure investment requirement of at least $2 million per year for the Academy and Town infrastructure and equipment that will need to be funded.

When the Town's fiscal model includes these unfunded capital requirements, the annual surplus becomes an average annual fiscal gap (deficit) of $4.1 million that would grow to $8 million by FY 2035. Reserves would fall below the Town's minimum reserve target by 2033 and be fully depleted by 2035 without corrective action.

In this report, we identified over 20 high-level budget strategies for future consideration. Action will need to be taken by 2030 to address the long-range fiscal gap. Additionally, we provided an overview of fiscal sustainability planning. The Town would need to prepare a fiscal sustainability plan that includes a set of budget strategies to address the gap in time to maintain General Fund reserves above the minimum reserve target and eliminate the fiscal gap by the end of the 10-year forecast period.

Fiscal Model

This project started with developing a baseline fiscal model (or financial forecast) for the Town to understand the impacts of the existing baseline FY 2025 budget and a set of realistically conservative revenue and expenditure assumptions on the Town's long-term fiscal health. Separate fiscal models were created for the Town and the Academy. We primarily focused on the General Fund in both models but also included their respective other operating funds to determine any potential fiscal impact on the General Fund in the form of transfers to/from those other funds. For the Academy's fiscal model, the projected surplus/deficit would result in a corresponding decrease/increase in the Town subsidy to the Academy. The following sections discuss the outcomes of the fiscal modeling efforts.

Baseline Budget

We used the approved FY 2025 budgets for the Town and the Academy. The Academy's fiscal year end is different from the Town, separated by three months. For fiscal modeling purposes, we assumed both agencies had the same fiscal year.

The proposed Town General Fund budget projected a surplus in FY 2025 of $1.5 million on annual operating expenditures plus transfers of $15 million. These figures included a projected subsidy of $1.7 million to the Academy's operations. The Academy General Fund budget of $11.5 million was assumed to be "made whole" by the Town's General Fund subsidy. In essence, agency-wide, the Town of Westlake expected a surplus equivalent to 5.6% of annual operating expenditures, increasing the Town's reserves to $32.2 million, or 215% of annual operating expenditures plus transfers.

The level of reserves is considered healthy for the Town as a starting point in the fiscal model. These levels of reserves have happened over the past several years, primarily as a result of one-time revenues in the form of use tax and permit revenues related to significant development projects. In addition, the Town's capital infrastructure is relatively limited as most of the residential community is within homeowners' associations that have private responsibility for the maintenance of roads, landscaping, and parks/recreation amenities.

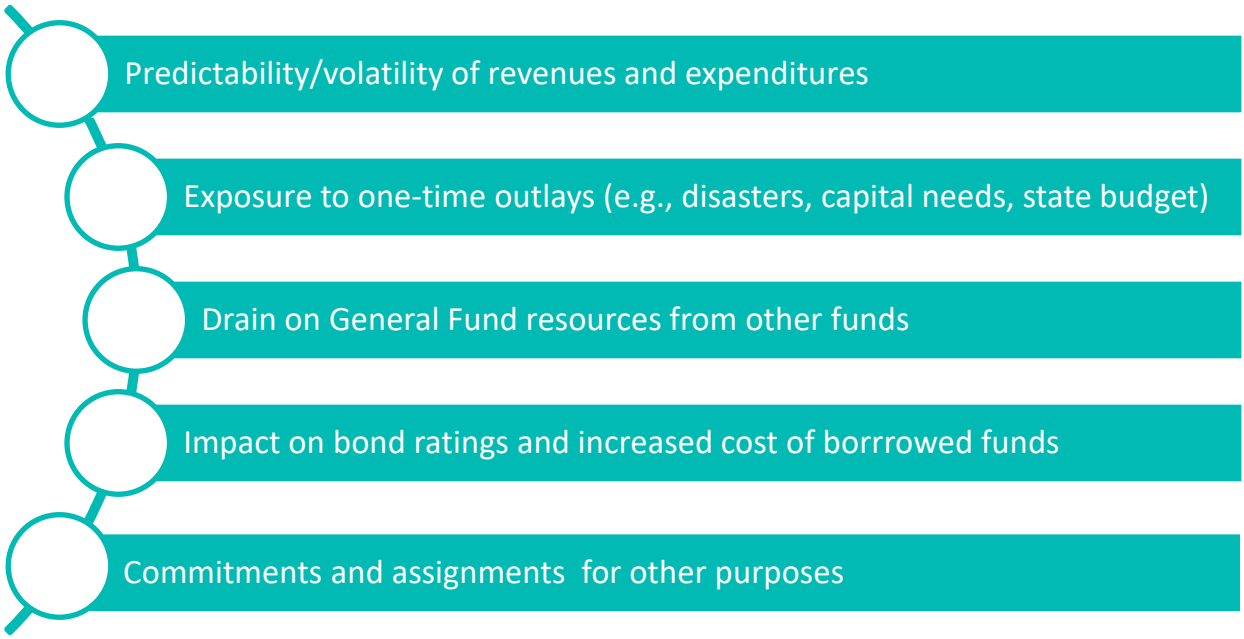
In short, the Town's existing fiscal status is strong with healthy reserves. However, the question becomes whether Town operations and funding Academy operations are sustainable long-term based on growing costs and underfunded capital improvements that will require funding in future years as discussed below.

Fund Balance/Reserve Policies

The Town has an existing minimum fund balance (reserve) policy for its General Fund equivalent to 180 days (or 50%) of annual operating expenditures. There are no separate minimum reserve policies for its capital funds. It is essential that municipalities maintain adequate levels of reserves to mitigate current and future risks such as revenue shortfalls or unanticipated expenditures, and to ensure stable tax rates. In most cases, discussions of fund balance tend to focus on a government's general fund, as that is where most of the necessary services are funded by general tax revenue sources.

Minimum reserve levels are used in long-range forecasting to assist decision makers in understanding whether sufficient reserves are planned for future years. The adequacy of an agency's reserves is different for each agency depending on its unique circumstances. For example, an agency vulnerable to natural disasters or with economically volatile revenue sources might require a higher level of reserves. Establishing a minimum reserve policy is based on several factors as presented in Figure 1.

Figure 1. Key Factors Upon Which General Fund Reserve Policies are Based



A best practice based on Government Finance Officers' Association (GFOA) recommendations for municipalities in the United States is to establish a minimum reserve policy for the General Fund of at least two months (or 17%) of annual operating expenditures and recurring transfers. However, the unique circumstances, as indicated above, are considered in establishing those reserve policies.

The Town of Westlake's unique circumstances indicate that the existing minimum reserve policy of 180 days (or 50%), which is above the standard established by GFOA recommendations, is prudent. This is based on the following:

- Over 70% of the Town's annual General Fund revenues are reliant on economically volatile revenue sources, including:
  - Sales taxes, which total $9.9 million or 60% of revenues, and
  - Development-related permit revenues that total $1.8 million or nearly 11% of revenues.
- Ongoing capital improvements to replace existing infrastructure or provide new infrastructure for the Town (e.g., arterial roadways, Town facilities, fire station facilities, and apparatus) and the Academy (e.g., previously donation-funded amenities, capacity expansion) will increase the potential for significant one-time capital needs.
- The Academy, which is already planned to operate at a loss and upon which state revenues grow at low rates, will continue to drain the Town's General Funds, requiring a higher level of reserves.

For fiscal model planning purposes, we included the Town's minimum General Fund reserve policy of 50% of annual operating expenditures for long-term planning purposes. This level of reserves addresses revenue volatility, provide time to address gaps in Academy operational funding, and provide a fallback for unanticipated one-time capital expenditures.

Key Assumptions Used in Baseline Forecast

The adopted FY 2025 budgets for the Town and the Academy were used as the baseline in developing the fiscal models for both agencies. The key assumptions used to develop the respective fiscal models are summarized in Tables 1 and 2 below.

Table 1. Key Assumptions Use in Town Baseline Forecast for FY 2025-2035

General Assumptions	Reserves
• **Recessions** – No recessionary impacts are assumed in the baseline forecast. • **Service levels** – Maintain existing service levels	• **Minimum reserves** – General Fund minimum reserve of 180 days (50%) of annual operating expenditures plus recurring operating transfers • **Capital project reserve funding** – No significant assumptions related to unfunded capital projects to be funded from the General Fund other than recurring operating transfers for vehicles and maintenance/repairs of Town facilities
Revenues	**Expenditures**
• **Development activity** – No anticipated significant development projects in future years pending entitlement and submittal of development plans for plan check; new residential unit construction of 30 units per year through 2031, and 60 units per year thereafter; new non-residential space of 160,000 square feet in 2026 only; population increase averaging 4% per year through 2026, 6% thereafter • **Property taxes** – Annual increases of 2.5% based on historical tax rate increases approved by the Town Council • **Sales taxes** – Growth based on revised 2025 projections of 4% per year thereafter • **Franchise fees** – Annual growth of 2.5% based on growth in gas/electric utilities offset by "cord-cutting" and reductions in telecommunication-related costs • **Permit revenues** – Annual growth of 2.5% based on historical averages excluding significant one-time development projects • **Investment income** – Reduction in interest rates on fixed income securities reducing to 3% in 2026 and 2.5% thereafter based on the Town's investment holdings and interest rate reductions anticipated by the Federal Reserve in future years • **Other** – modest growth of 2% to 3% of other revenue sources	• **Salary, benefits and other adjustments** – Long-term assumption of salary adjustments averaging 3% per year, a vacancy rate of 3% per year • **Healthcare and other health-related insurance benefits** – Costs anticipated to increase by 4% per year based on historical trends • **Inflationary impacts** – Assumed long-term inflation for the Dallas-Fort Worth-Arlington metro region of not greater than 3% based on pre-pandemic averages and the latest September 2024 year-over-year CPI index change of 2.6%. • **Contracted services, supplies, utilities and other non-personnel costs** – Long-term growth of 3% per year mirroring inflation assumptions • **Capital assets** – No capital equipment funding in FY 2026 and beyond • **Debt service** – No new debt service obligations to be borne by the General Fund • **Academy Subsidy** – Baseline of $1.7 million from FY 2025, increasing based on outcomes from the Academy fiscal model which grows from $2.2 million in 2026 to $7.2 million by 2035

Table 2. Key Assumptions Use in Academy Baseline Forecast for FY 2025-2035

General Assumptions	Reserves
• **Student capacity/attendance** – No changes anticipated in student capacity or attendance based on projected FY 2025 levels throughout the life of the forecast • **Service levels** – Maintain existing service levels	• **Minimum reserves** – Equivalent to 45 days (12.5%) of annual operating expenditures • **Capital project reserve funding** – No significant assumptions related to unfunded capital projects to be funded by the Academy

Revenues	Expenditures
• **Town operating contribution** – full subsidy from the Town for any annual operating deficits • **State per capita apportionment** – No increase in state per capita amounts based on FY 2025 levels • **State Foundation School Program (FSP) entitlements** – No increases in FSP entitlement funding by the State based on FY 2025 levels • **Foundation Campaign Contributions** – no growth on FY 2025 anticipated contributions • **Investment income** – Reduction in interest rates as described in Table 1 • **Other** – Low to no growth on other revenue sources	• **Salary, benefits and other adjustments** – Long-term assumption of salary adjustments averaging 4% per year, no assumed vacancy savings • **Healthcare and other health-related insurance benefits** – Costs anticipated to increase by 4% per year based on historical trends • **Inflationary impacts** – Assumed long-term inflation for the Dallas-Fort Worth-Arlington metro region of not greater than 3% based on pre-pandemic averages and the latest September 2024 year-over-year CPI index change of 2.6%. • **Contracted services, supplies, utilities and other non-personnel costs** – Long-term growth of 4% per year as historical purchases have shown increased needs and costs • **Capital assets** – No capital equipment funding in FY 2026 and beyond other than existing capital leases • **Debt service** – No new debt service obligations

Baseline Financial Forecast

The results of the baseline forecast are presented below. The Academy's long-range forecast indicates an ongoing fiscal gap that requires additional Town funding that increases by $457,000 in FY 2026 and grows to an increased funding requirement of $5.5 million in FY 2035. In FY 2025, the Town anticipated backfilling the Academy over $1.7 million, which represented nearly 15% of annual operating costs. By the end of the ten-year forecast, the Town will be contributing more than $7 million per year to subsidize school operations, equivalent to over 40% of the Academy's annual operating budget. The primary reason is that revenues are not anticipated to grow at the same pace as the cost of providing services, exacerbating an already fiscally unsustainable situation. The two largest revenue streams – the State's per capita and FSP entitlement funding – cannot be guaranteed to grow in future years, while it is expected that costs will continue to rise by funding compensation and benefits to recruit and retain employees and the costs of services and supplies. The trend of projected revenues and expenditures before the Town's subsidy (Figure 2) and the growth in the Town subsidy itself (Figure 3) are displayed below.

Figure 2. Westlake Academy Projected Revenues and Expenditures (Excludes Town Subsidy)

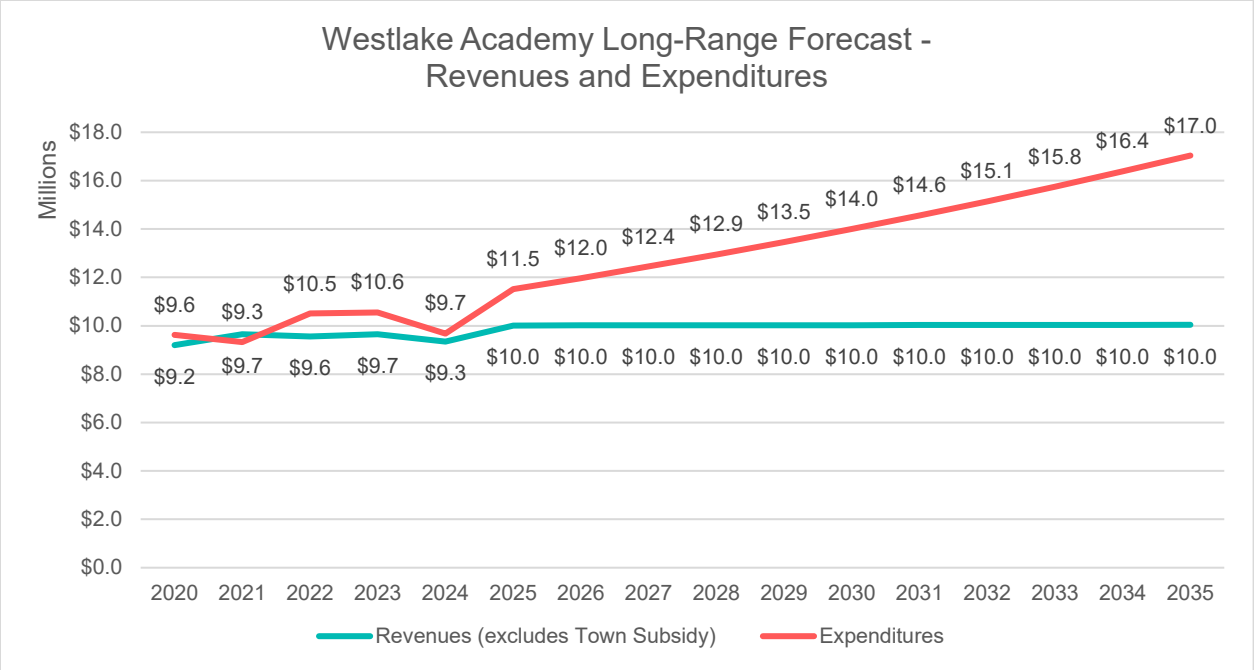
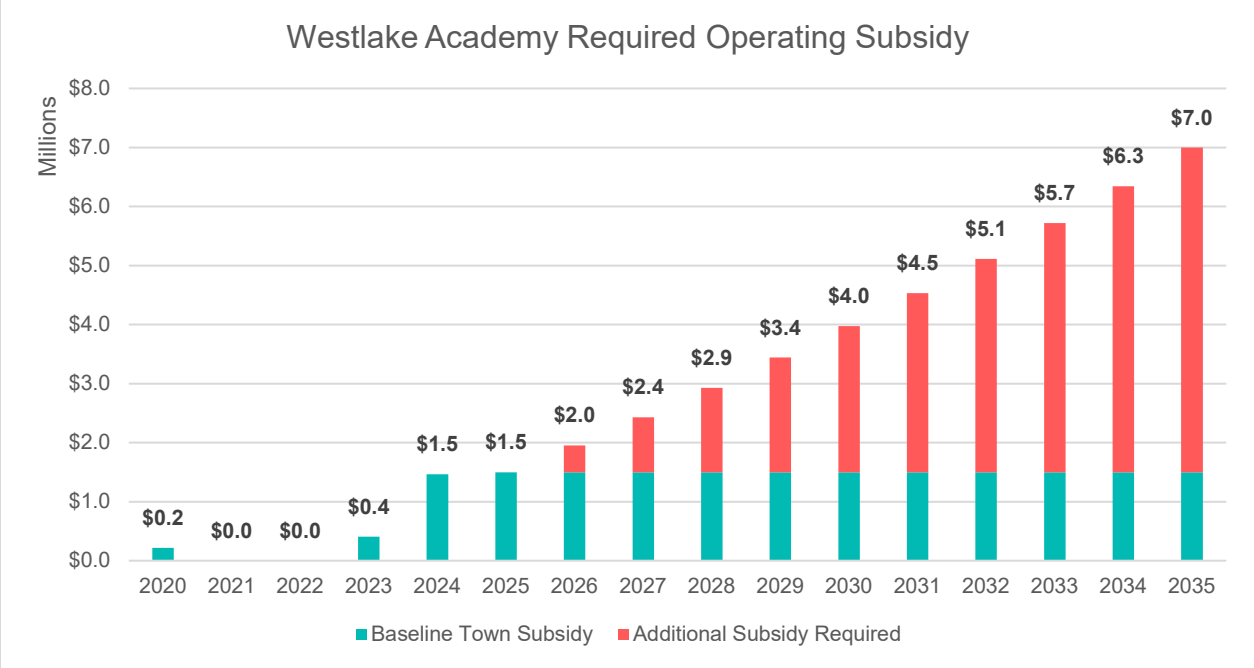


Figure 3. Town Subsidy of Westlake Academy's Annual Operating Budget



NOTE: The Academy's approved annual operating budget for FY 2025 indicated an operating subsidy of $1.5 million. The Town's operating budget included an annual operating subsidy of the Academy of $1.7 million.

The foregoing results have a dramatic impact on the Town's long-range forecast. The healthy reserves with which the Town finds itself allow the baseline forecast reserves to stay above the minimum reserve

policy of 50% of annual operating expenditures throughout the forecast period. Before the additional Academy subsidies, the Town enjoyed a projected surplus averaging $2.6 million per year throughout the 10-year forecast period that would have slightly reduced over the period due to projected revenues not keeping pace with the costs of providing services. With the increased subsidy of Academy operations, starting in FY 2031, the Town will experience a baseline fiscal gap that grows from $350,000 in 2031 to over $4.3 million by 2035 without corrective action. The resulting level of reserves compared to the minimum reserve target (Figure 4) and the annual surplus/deficit (Figure 5) are shown in the graphs below.

Figure 4. Town of Westlake General Fund Long-Range Baseline Forecast – Projected Reserves

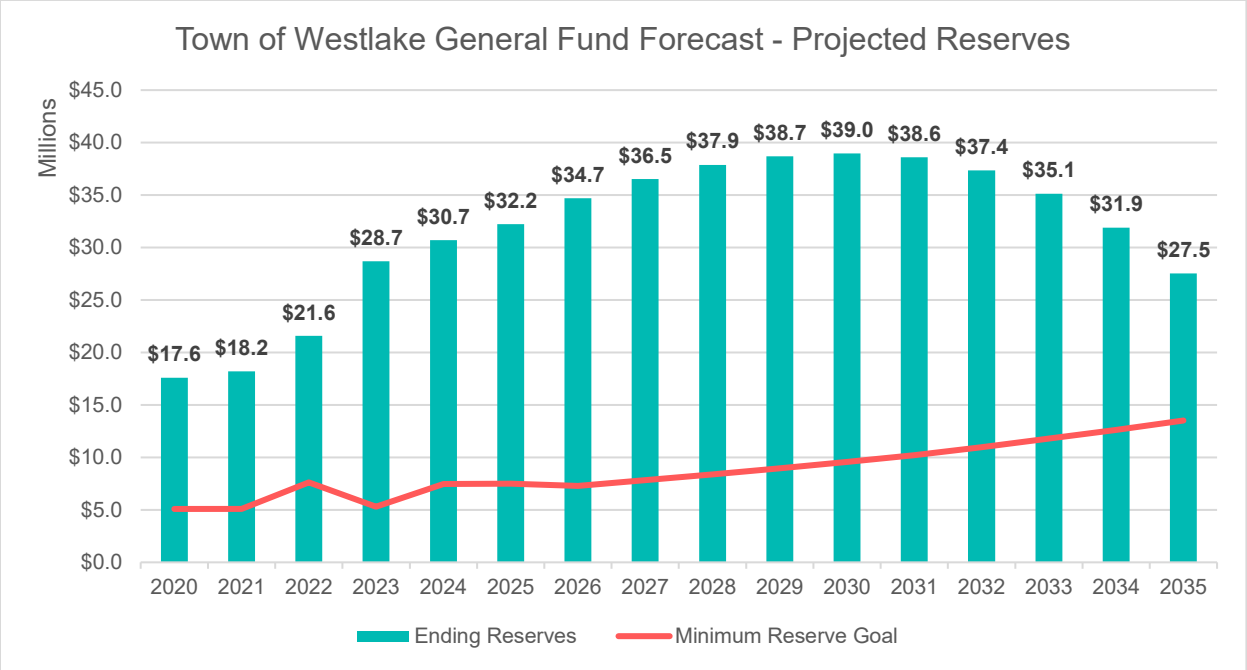
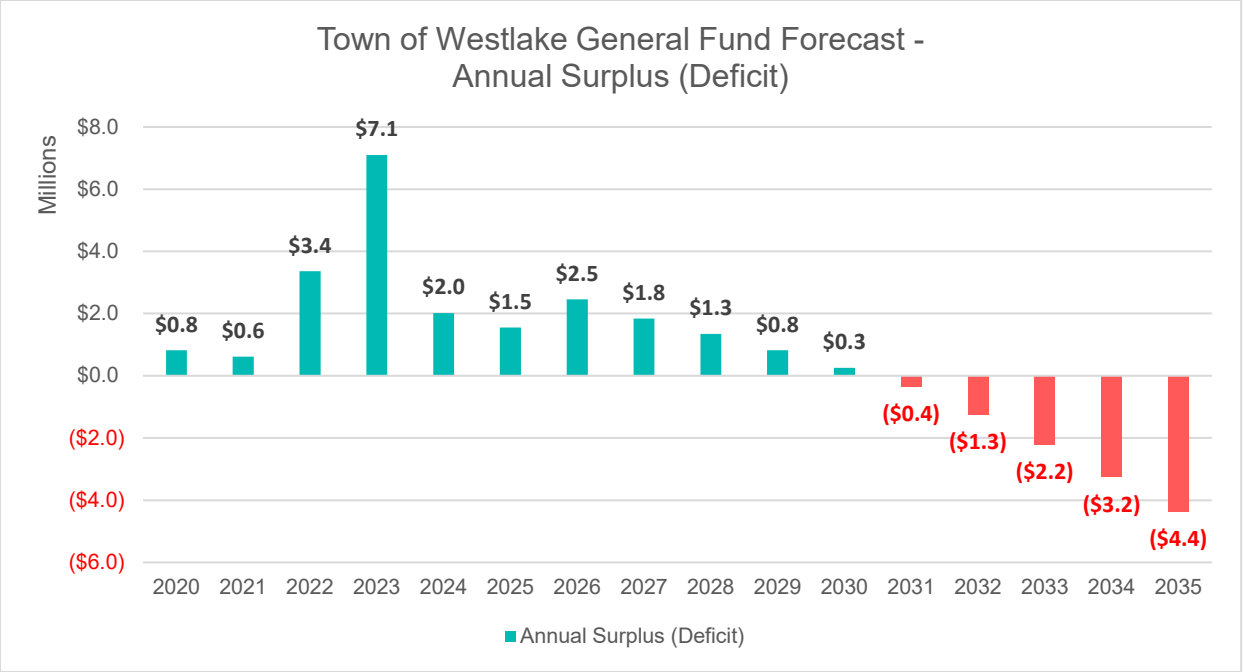


Figure 5. Town of Westlake Long-Range Baseline Forecast – Projected Annual Surplus (Deficit)



Impact of Underfunded/Unfunded Capital Needs

The baseline forecast does not include any significant capital funding in future years. Neither the Town nor the Academy has a long-range capital improvement plan (CIP) as part of its annual budget. Town staff indicate that a water system master plan is currently underway (which is expected to be fully paid by water ratepayers), as is a pavement master plan that will identify long-range road improvement investments for future years (likely requiring General Fund contributions). Staff expressed interest in a future facilities master plan as well, but nothing is in the works. Without formal master plans that might indicate long-range cost considerations, we relied on our experience working with agencies of similar size as Westlake. We also relied on the historical costs associated with non-utility infrastructure investments as indicated in the Town's annual comprehensive financial report (ACFR) for FY 2022. Agencywide capital assets and infrastructure investments as of June 30, 2022, totaled $36.3 million using historical costs. Using an average expected life of 20 years, an average annual set-aside to replace those assets would be $1.8 million. Knowing that these are historical costs and given the inflationary impacts on replacing these assets for future years, a conservative $2 million is used to estimate the impact of future improvements that will need to be replaced. The Town does not impose a development impact fee to help pay incremental infrastructure costs associated with development projects.

Revised Financial Forecast

In developing a revised forecast, we incorporated two factors not present in the baseline forecast.

1. Impact of Underfunded/Unfunded Capital Needs - Based on our discussion above, we have introduced a placeholder assumption of $2 million per year starting in FY 2026, growing at the inflationary assumption rate of 3% per year throughout the forecast period.

2. Recessionary Impacts – It is not uncommon for Texas agencies, like other agencies across the United States, to experience revenue losses during regional recessions. On average, agencies will experience mild- to moderate-recessionary periods that will typically impact sales and use taxes and development-related revenues. Property taxes may also be affected to the extent of significant declines in property values, but those usually are in more urban areas or areas where speculative development has taken place. For Westlake, we have introduced into the revised forecast mild recessionary impacts in sales tax and development fee revenues every seven years starting in 2027 and every seven years thereafter that recover over three years. We assume the Federal Reserve and other economic factors will continue to temper inflationary pressures and stave off any significant recessionary impacts in the short term.

Using these two factors that we believe represent a more comprehensive look at the Town's long-range fiscal trends, General Fund reserves are depleted at a faster rate. In this case, the General Fund will begin to experience annual deficits starting in FY 2027 that grow from $221,000 to $8 million by FY 2035 without corrective action. This dramatically changes the long-term fiscal sustainability for the agency. Reserves would fall below the minimum reserve target by FY 2033 and will be fully depleted by FY 2035 without corrective action. The revised forecast of General Fund reserves (Figure 6) and the annual surplus (deficit) (Figure 7) are displayed below.

Figure 6. Town of Westlake General Fund Long-Range Revised Forecast – Projected Reserves

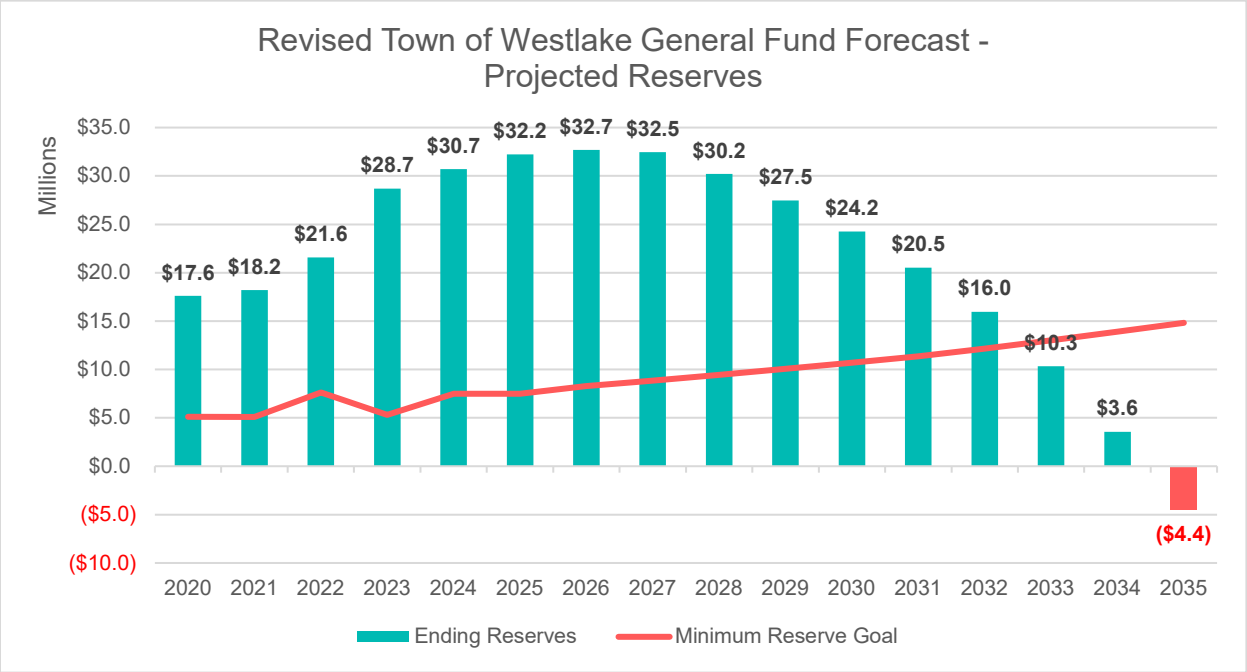
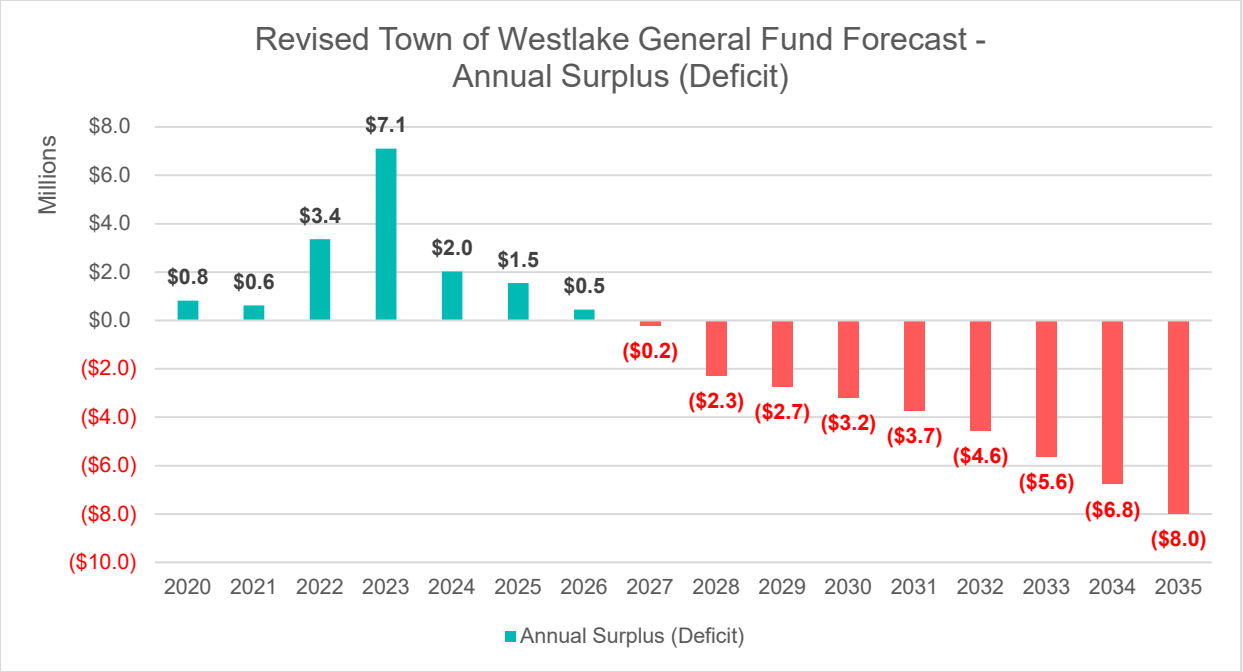


Figure 7. Town of Westlake Long-Range Revised Forecast – Projected Annual Surplus (Deficit)



To address this gap, the Town would need to develop budget strategies to provide nearly $7 million in new revenues and/or expenditure reductions by FY 2030 phased in over three years (e.g., $2 million in 2030, an additional $3 million in 2031, and an additional $2 million in 2032) that would grow by at least 3% per year thereafter. The following section discusses strategies that could address this gap for the Council's future consideration.

Fiscal Sustainability Plan

Based on the long-range forecast, **total ongoing budget strategies of $7 million per year** would be required starting by FY 2030 to ensure that the General Fund maintains minimum reserves above the Town's policy of 50% of annual operating expenditures and eliminate the annual fiscal gap.

This represents the goal in the budget strategies analysis that is the subject of this section of the report. However, the Town does not need to wait until 2030 to begin implementing budget strategies to achieve fiscal sustainability.

Overview of Fiscal Sustainability Planning

A fiscal sustainability plan is a plan that includes a variety of budget strategies that will address any fiscal gap identified in a long-range forecast that accomplishes two objectives:

1. It ensures that fund balance/reserves stay above the minimum reserve goal established by the governing body throughout the period covered in the long-range forecast, and
2. Eliminates the annual fiscal gap not later than the last year of the long-range forecast.

A fiscal sustainability plan is different than a fiscal solvency plan, the latter of which is focused primarily on cash liquidity of the agency to meet its debt obligations. A fiscal solvency plan has the ability to use debt financing or find means by which to extinguish or absolve the agency of its existing debt obligations, among other tools, to avoid the event of fiscal insolvency (which some might refer to as bankruptcy). Rather, a fiscal sustainability plan is focused on attempting to maintain services to the fullest extent possible to address a budgetary shortfall that is projected in future years. It is less focused on liquidity and more focused on managing reserves.

Types of Budget Strategies

Budget strategies are used to address any fiscal gap present in the long-range forecast. They are developed along a continuum that includes four categories:

- **Expenditure control/cost shifts –** strategies that focus on reducing the cost of service delivery through such means as process improvements, organizational restructuring, renegotiating existing contracts for services/supplies, updating cost allocation plans within an organization, or otherwise shifting costs borne by the General Fund to other funding sources that currently exist;
- **Service delivery changes –** strategies that focus on changing how services are delivered that reduce costs while maintaining service levels. Examples might include contracting for services, shared service delivery with other agencies, providing services with existing capacity to other agencies, and public-private partnerships; and
- **Revenue enhancement opportunities –** strategies that seek to increase the financial resources available to provide services such as economic development, new taxes, existing tax increases, and increasing cost recovery through new/enhanced/increased fees and charges.

To the extent that these three categories fail to deliver fiscal sustainability in a timely manner, the agency might then need to exercise strategies from the fourth category:

- **Service level reductions –** identifying services or programs that can be reduced or eliminated, typically based on a prioritization strategy.

Determining Budget Strategy Feasibility

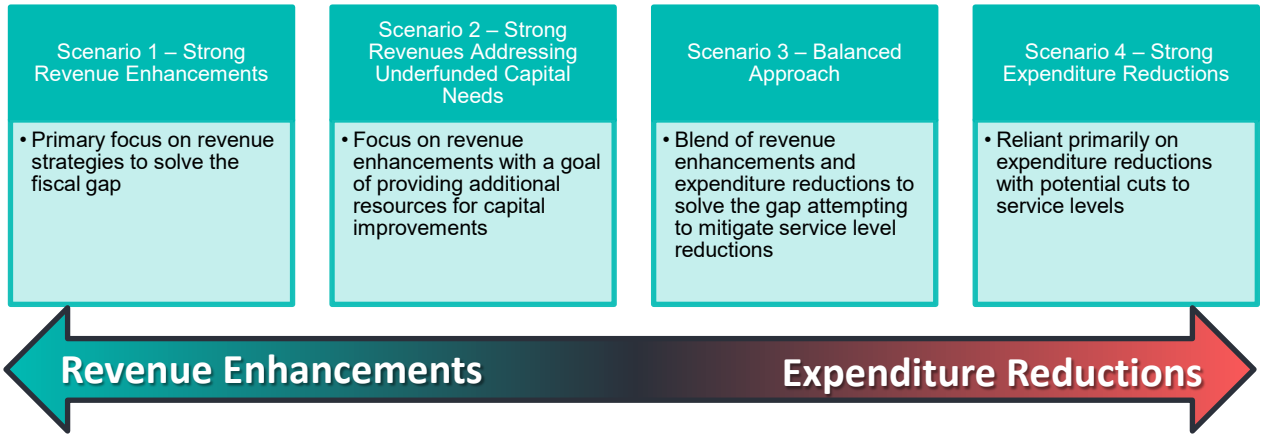
Budget strategies are then typically analyzed in terms of fiscal impact and their potential for success, considering such factors as the following:

- Community values
- Organization goals, policies and culture
- Technical and operational feasibility
- Timing of implementation
- Service delivery
- City operational structure and practices

Budget Strategy Scenario Packages

Strategies that are deemed worthy of future consideration can then be placed into various scenario packages along a continuum ranging from revenue-centric enhancements to expenditure-centric reductions, as indicated in Figure 8 below.

Figure 8. Budget Strategy Scenario Packages



Fiscal Sustainability Implementation Action Plan

Once a scenario package and the related budget strategies are chosen, the agency then creates an implementation action plan to implement the strategies that includes timing, responsible party for implementation, and resources (time or investment in funds) to implement the chosen strategy. This ultimately comprises the fiscal sustainability plan.

Baker Tilly's Assignment

Our assignment in this project is to identify potential opportunities for the Town to consider that could collectively address the fiscal gap. We were not asked to evaluate individual strategies but rather to provide a slate of options that the Town Council and staff could use as a starting point for its long-term fiscal sustainability efforts. It is clear that the long-range financial forecast indicates there is a fiscal gap that will need to be addressed. How the agency addresses it will need to be considered in its strategic planning and economic development planning efforts in sufficient time to bring fiscally sustainable operations and service levels to the community today and for years to come.

With that, we have identified a series of budget strategies for the Town to consider in future years to address the fiscal gap identified in the long-range forecast. They are discussed below.

Budget Strategies

Each of the budget strategies identified herein was based on our review of various Town documents, interviews with councilmembers and staff, review of other agencies in Texas, and our deep experience

working with agencies across the country. Each strategy identified will include a brief description, the potential fiscal impact, and comments to help inform the evaluation of the strategies for future consideration.

Expenditure Controls and Cost Shifts

The following expenditure control and cost shift alternative were identified in our analysis.

#	Description	Long-range Annual Fiscal Impact	Comments
1	Organizational assessment of Academy administration	$250,000	Review the organizational structure of administration and administrative support functions to identify staffing reduction alternatives that mitigate classroom/educational programs. Administrative staffing might exceed state standards which could jeopardize long-term state funding.
2	Compensation standards	$200,000	Review compensation of Town and Academy staff to establish a standard between median and top quartile compensation with comparable agencies; establish an appropriate peer agency group based on objective criteria from which to compare compensation and benefits.
3	Maintain only public infrastructure and amenities	$100,000	The Town has been taking over maintenance of HOA-owned amenities where they abut public spaces (e.g., fountains, landscaping). Yet we also understand that the Town owns property maintained by HOAs. The distinction between public/private maintenance responsibilities requires careful consideration to avoid “maintenance creep” of public responsibilities that require additional funding resources through increased tax revenues or reduced costs in other places.
4	Conduct City Hall facilities study	TBD	Conduct a study to determine cost-benefit of building a City Hall facility rather than renting office space. Savings may only be driven if low-interest debt financing, grant funding, and value-engineering principles are used to mitigate long-term costs of ownership and maintenance.
5	Cooperative purchasing	$100,000 or more	Exercise cooperative purchasing arrangements with other agencies locally, within the region, and through statewide and nationwide procurement options. The most significant savings might be achieved in capital projects and maintenance services and supplies.

Service Delivery Alternatives

The following service delivery alternatives were identified in our analysis.

#	Description	Long-range Annual Fiscal Impact	Comments
1	Academy privatization	Up to $5.5 million	Privatize charter school operations to allow for tuition or (if approved by the state in the future) voucher-based revenue, offloading the costs from the General Fund. Hybrid approach of a public-private partnership could be explored in some areas with a focus on protecting state funding to the fullest extent possible.
2	Municipal courts – shared service delivery	$150,000	Identify opportunities to reduce the cost of court services by sharing with another agency, either by leveraging existing capacity or outsourcing with a nearby jurisdiction.
3	Consolidated fire management – shared service or federation model	$250,000	Create a shared fire management model with the nearby agency(ies) to consolidate top-level positions and command staff.
4	Public works services – shared services	$150,000	Identify opportunities to share public works maintenance services, including streets, facilities, fleet, and landscaping.

It should be noted that we reviewed the existing arrangement with the City of Keller Police Department regarding the cost for law enforcement services. While Westlake could potentially explore options for reduced costs from the Sheriff's office or other local agencies, we are not certain that Westlake would see significant cost savings unless there were greater regional sharing of law enforcement services. The cost of law enforcement services as it currently stands appears to be a good value to the Town.

Revenue Enhancements

The following revenue enhancements were identified in our analysis.

#	Description	Long-range Annual Fiscal Impact	Comments
1	Property tax – increase tax rate up to voter-approval tax rate (VATR) of $0.21 per $100	$500,000	The town can increase the tax rate by state statute to VATR without voter approval; increases property taxes up to 25% over time.
2	Sales tax – reallocate 1/8% of 4B Economic Development fund sales tax to Property Tax Reduction fund	$1,200,000	The 4B fund is projected to be overfunded based on existing debt service. Approximately 25% of the sales tax revenues could be reverted to the General Fund. This would require voter approval.
3	Cost recovery for fees and charges – new study to increase cost recovery to 100%	$250,000	Conduct a comprehensive fee study to determine existing cost recovery levels and establish parameters around improving cost recovery.

#	Description	Long-range Annual Fiscal Impact	Comments
4	Crime control and prevention district (CCPD) – establish a CCPD to fund crime prevention and reduction efforts	$600,000	Allowed under Texas Local Government Code Section 363 et seq. Voter approval is required of those within the proposed district. Need not cover the entire incorporated area. CCPD is funded through sales and use tax up to 0.5% and counts against the 2% local maximum. To implement this would require one of the other sales tax measures to be sunset (e.g., 4B Economic Development fund).
5	Sales tax leakage – leakage study to improve sales tax generation	TBD	Conduct a sales tax leakage analysis to determine opportunities to attract sales tax generators where demand might support them. Fiscal impact will depend on leakage and whether the Town wants to pursue sales tax deficit industries.
6	New retail development – focus economic development efforts on significant sales tax producers	$100,000 to $2,000,000	New retail in development areas can provide ongoing additional revenue sources, albeit more volatile to economic swings. A thriving restaurant will only generate up to $100,000 annually in sales tax, whereas larger department stores/retailers can generate up to $2 million in annual sales tax.
7	Development impact fees – implement fees to pay for new construction of infrastructure	TBD	Funds could only be used for new infrastructure or significantly enhanced infrastructure that increases capacity to serve the increased population/impacts on the community. Fiscal impact is dependent on what impact fees are implemented and future development activity.
8	Stormwater utility district (SWUD) – implement a SWUD to cover costs associated with stormwater management	<$200,000	The Town has an existing stormwater management program. SWUD provides the opportunity to fund it through utility fees. Operating costs are not currently allocated based on stormwater management. Future infrastructure costs could be funded through SWUD as well as ongoing maintenance costs.
9	Education-based donations – expand fundraising to tap private and/or public funding opportunities	$500,000	Focus on fundraising efforts that can support existing programs as opposed to creating new programs. Identify and pursue funding options from federal programs or private foundations where the Academy's existing services fit the niche of those grant programs.

Additional comments regarding strategies identified:

- **Local sales tax rate capacity –** The Town has already implemented the maximum local sales taxes that are allowed under State law with its three sales tax categories: 1) General Fund of 1%; 2) Property tax reduction of 0.5% to reduce the property tax burden; and 3) 4B Economic Development Fund of 0.5% to fund qualified development projects. The latter is committed to repaying the debt on what was referred to as the "Civic Campus project"; however the 4B fund projects sales tax revenues in excess of projected debt service which might provide some capacity to divert those funds to a different use.

- **Charter school funding –** the funding for charter school operations such as Westlake Academy is limited. Based on our research, the Town may not levy assessments to fund operating costs like a school district can. As such, education assessment levies are not a viable option to provide additional ongoing funding of school operations. The Academy also is limited in charging anything similar to a tuition to students to address the gap as that would violate state funding that the Academy would receive.

Service-Level Reductions

If the strategies in the three categories listed above are not pursued, not timely, or insufficient to address the growing fiscal gap, then service-level reductions would need to be exercised to achieve fiscal sustainability. We recognize the Town would least prefer these options, but the Town will need to explore these types of options to be able to provide community services long term.

#	Description	Long-range Annual Fiscal Impact	Comments
1	Reduce or eliminate Academy education services	Up to $5.5 million	Operating a charter school is not considered a municipal service in Texas. The Academy is a unique amenity that sets Westlake apart from other communities, but if core municipal services (e.g., public safety, fire prevention, street infrastructure maintenance, etc.) are not maintained, no other agency can provide those services.
2	Reduce General Fund staffing by 10% for both Town and Academy	$1,600,000	Identify staff positions to eliminate to achieve a 10% reduction in General Fund costs for both the Town and the Academy using a priority-based approach.
3	Implement priority-based budgeting and reduce/eliminate non-essential services	$2,400,000	Implement a priority-based budgeting process to identify programs along a prioritization continuum and either reduce or eliminate the least essential municipal programs or services to achieve a 10% reduction in total operating costs. Both the Town and the Academy would be subject to this process.

Conclusion

Westlake is a unique community in the Dallas-Fort Worth metro area. There is a lot of potential for the Town to grow into a thriving community as it expands toward full build-out. Development of its mix of HOA-centric residential areas and commercial spaces has provided significant revenues in the form of permits and use taxes that have generated General Fund reserves. The Town has the potential to provide a mix of property and sales taxes long term. The Town's reliance on sales tax by maintaining one of the lowest property tax rates in the region places a risk for economic volatility – when times are good, sales tax revenues will boom, but when recessions hit, the Town is subject to significant reductions in its highest revenue source.

The Town will need to identify nearly $7 million in ongoing, reliable budget strategies by 2030 if it wants to continue the same types of services it provides today. Economic development will provide some relief for property tax and sales taxes; however, the mix of retailers and properties to generate that level of sustainable revenues long term will press the community into decisions about the character of its residential and commercial spaces into the future.

Westlake, TX

Economic Development Plan Report

December 13, 2024

bakertilly

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Executive Summary

The Town of Westlake engaged Baker Tilly to develop an economic development plan to support the Town's vision and goals and ensure high-quality business development. The plan is intended to guide the Town's economic development strategy and the supporting municipal policies and tools leveraged to realize desired development. This report presents the Town's demographic and economic baseline and the resulting impacts on the Town's growth, revenues, and other factors. It provides details on economic and demographic trends, the current development composition of the Town and its regional development context in the northern Dallas-Fort Worth-Arlington, TX metro area, community and stakeholder perspectives, and economic development policies and tools, and recommends a set of potential growth opportunities in line with the Town's current conditions and perspectives and future economic development goals.

The Town of Westlake has been largely insulated from regional growth trends due to its rural character, high home values, and relatively slow rate of new development. Residents prize the Town's semi-rural character and aesthetic quality, as well as its open space, and place a high priority on maintaining these features. Most of the Town's remaining developable land is owned by a single developer – Hillwood – and presents creative opportunities for redevelopment. Currently, the Town lacks significant retail development and is dominated by large single-family residential lots and large corporate campuses.

The Town has a significant opportunity in the success of its corporate campuses and its large swaths of remaining developable land. Furthermore, the relatively high rates of regional population growth present an additional opportunity to leverage regional demand. The layout of developable land across the Town presents a unique opportunity to use highly visible parcels on the Town's edge to promote Westlake's unique character through flagship developments, while maintaining the semi-rural quality and high aesthetic standards of the Town.

A mixed landscape in Westlake that includes the Westlake Academy, Deloitte University, and open space. (Baker Tilly photo)

The report concludes with a set of 11 strategies for the Town to realize its goals of supporting new construction and development, maintaining and enhancing community identity and sense of place, and effectively managing the development services process to move at the pace of business. Key considerations for economic impact include:

- Create a balanced approach for the Town's future by leveraging developable land to generate new tax revenues while preserving community character;
- Harness the market potential of new household creation in the northern portions of the DFW metroplex to support new housing development in limited portions of the Town;
- Collaborate with the large corporate campuses to support new development that creates a symbiotic relationship between the spending demand of employees and the delivery of new retail amenities in mixed-use projects; and,
- Leverage visibility and access along Highways SH 114 and SH 170 to implement a placemaking initiative that elevates Westlake as a community of choice.

Economic Strategy Baseline

Community Economic Baseline

Westlake's demographic and economic profile paints a picture of a slow-growing, affluent town with a commercial development pattern of mainly office developments like corporate campuses (on which it primarily depends for its local employment base) with limited retail, and a residential pattern of single-family homes on relatively large lots in large planned developments.

Demographic Context

Westlake has a population of nearly 2,000. However, due to the large corporate campus presence in the Town (to be discussed in further detail in the following sections), its daytime population is significantly higher than its permanent resident population. This daytime population is expected to continue to increase, with various sources estimating anywhere between 40,000 to 60,000 by 2040. Westlake is insulated from broader population trends in the region due to its high property values as well as low growth in residential development versus surrounding communities, which have seen relatively significant increases in population.

Westlake's land area is roughly 7 square miles. The Town is surrounded by three major highways (SH 170, SH 114, US 377) and is located on the northern edge of the Dallas-Fort Worth metroplex. Westlake is roughly 30–60 minutes by car to downtown Dallas or downtown Fort Worth. Dallas was the 9th largest city in the country in 2022, and Forth Worth was the 13th largest; the region is among the fastest growing metropolitan areas nationally, with the Dallas-Fort Worth-Arlington, TX metro area having the highest numeric population increase in 2022, and neighboring Little Elm being the 5th fastest growing city nationally in 2022.

Most residents are married (~78%), while 15.4% are never married, 5.8% are divorced, and 1.1% are widowed. The population has a very high level of educational attainment (71.5% of those 25+ have a bachelor's degree or higher). There are 497 employed residents, suggesting that a fair amount of households are single income; over 60% of female residents aged 20–64 are not in the labor force. Most employed residents work in management, business and financial operations, healthcare, and sales and related occupations. The Town's racial makeup is 78.4% White, 11.8% Asian, and 7.9% two or more races, with small percentages of other races. About 28% of the population is aged 19 or under. The median household income is $250,001.

About three-quarters of workers work within their county of residence (Denton or Tarrant), while 21% work outside of the county but in-state. The working population is roughly split between those who drive to work and those who work from home. About half of those who travel to work have a commute longer than 30 minutes, suggesting that these individuals may work in Dallas.

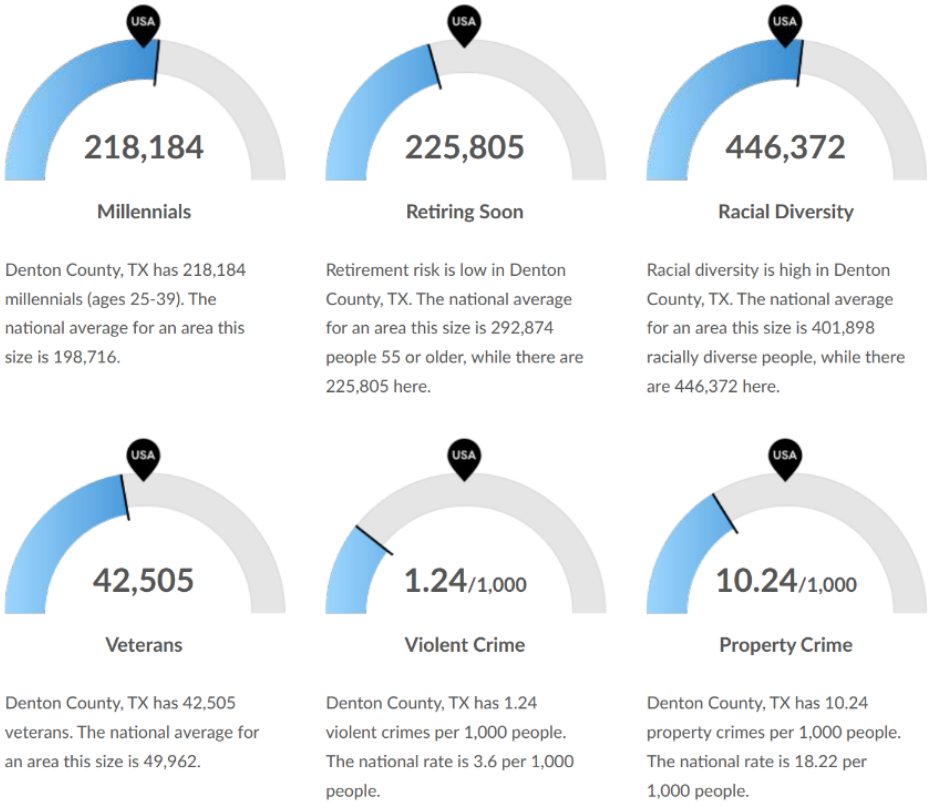
Regional Context

Westlake sits at the border of Denton and Tarrant counties; Denton County's population increased by 17.8% since 2018 and is projected to grow by 15.9% by 2028. Tarrant County's population increased by 4.6% since 2018 and is projected to grow by 4.4% by 2028. Jobs in Denton County also increased by 23.7% in the same time frame, far faster than the national average job growth rate, and are projected to grow by 14.8% by 2028. Jobs in Tarrant County increased at a slower pace of 10.3% since 2018 and are anticipated to grow by 8.4% by 2028. The county migration charts shown below indicate that most population movement in the two counties is intra-regional; however, Dallas County trends show significant in-migration from other parts of the country like Orange County (California), Los Angeles, Pittsburgh, and Chicago. This could indicate a potential pattern of new residents to Texas, establishing households in Dallas and migrating to surrounding counties in future years, perhaps contributing to the growth trends in Denton and Tarrant counties.

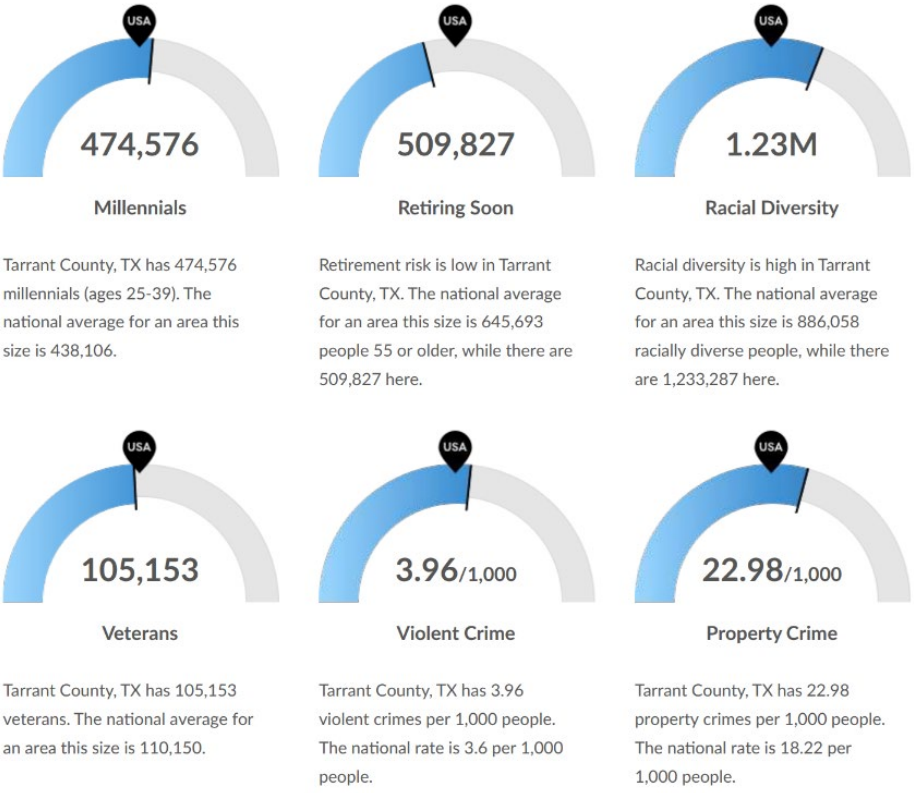
Denton County's educational attainment is higher than the national average, with 32.1% of residents holding a bachelor's degree; 22.3% of Tarrant County residents have a bachelor's degree. The largest

industries in 2023 in Denton County were government, retail trade, health care and social assistance, accommodation and food services, and professional, scientific, and technical services; the fastest growing industries were government, finance and insurance, transportation and warehousing, health care and social assistance, and wholesale trade. For Tarrant County, the largest industries were health care and social assistance, government, and retail trade; the fastest growing industries were transportation and warehousing, professional, scientific, and technical services, and health care and social assistance.

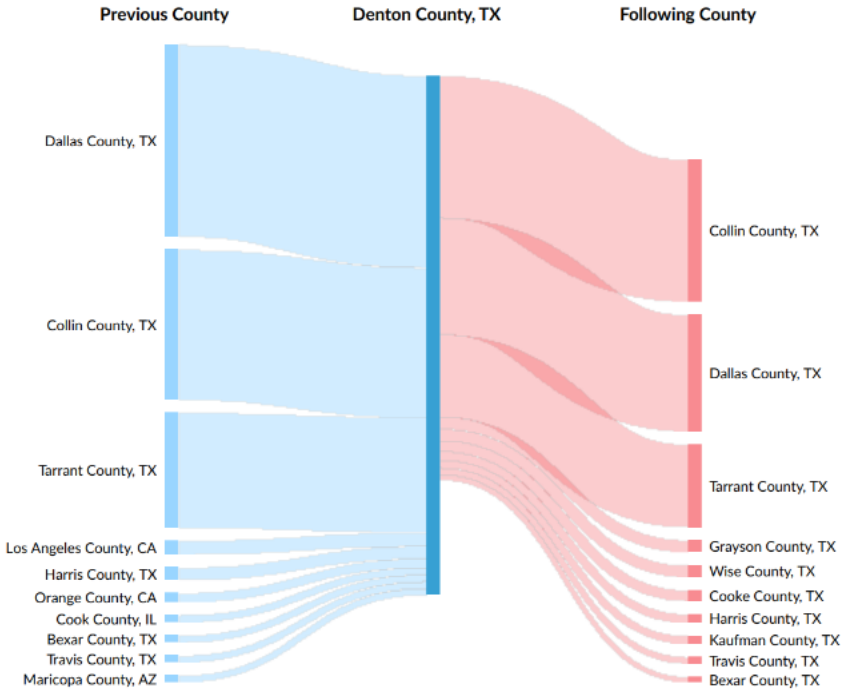
Westlake has lower levels of racial diversity versus Denton and Tarrant counties overall.



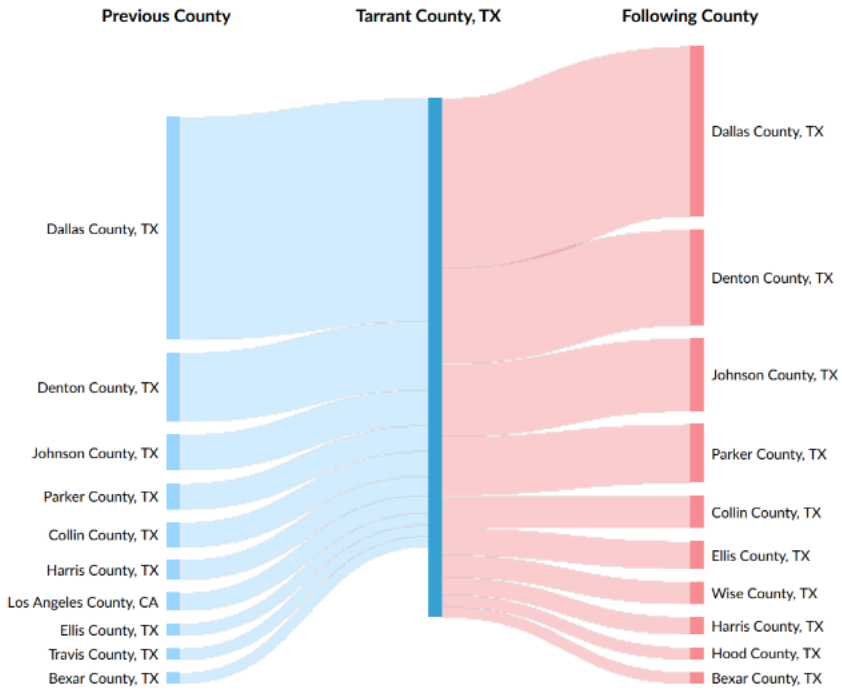
Denton County characteristics. (Lightcast)



Tarrant County characteristics. (Lightcast)



Denton County Migration Patterns. (Lightcast)



Tarrant County Migration Patterns. (Lightcast)

Core Economic Elements

Westlake's resident population of less than 2,000 is one segment supporting Westlake's local economy. Westlake's economy also has two additional potential demand segments – the large daytime population (driven by corporate campuses) and regional populations. Though data figures were not available for this report, stakeholder input indicates that employees at corporate campuses in the Town do not currently visit local businesses to a significant degree (later sections of the report will discuss a lack of retail development in the Town). Dining, shopping, and recreation attractions for the regional population are largely located in surrounding communities, including Southlake, Roanoke, and Keller.

The table below shows the growth in the number of households in the communities surrounding Westlake over the past 10 years. In particular, Trophy Club and Roanoke have seen significant growth during this period, representing an increased source of regional demand that continues to grow (based on county-wide population projections noted in the previous section). Though surrounding communities have also developed their commercial real estate footprints to serve this growing demand, Westlake has an opportunity to draw some of this demand to new businesses within the Town.

Table 1. Total Households in Surrounding Communities, 2012-2022 (American Community Survey, 5-Year Estimates)

City/Town	2022	2017	2012	% Change 2012-2022
Keller	16,052	14,949	13,360	20.15%
Roanoke	3,620	2,743	2,679	35.13%
Southlake	9,298	9,126	8,202	13.36%
Trophy Club	4,536	3,907	3,001	51.15%
Total	**33,506**	**30,725**	**27,242**	**22.99%**

The table below shows the Town's largest employers as of 2022 (as listed in the Town of Westlake's 2022 Annual Comprehensive Financial Report [ACFR]). Roughly 75% of employment in the Town is located at corporate campuses.

Table 2. Westlake Major Employers and Number of Employees (Town of Westlake 2022 ACFR)

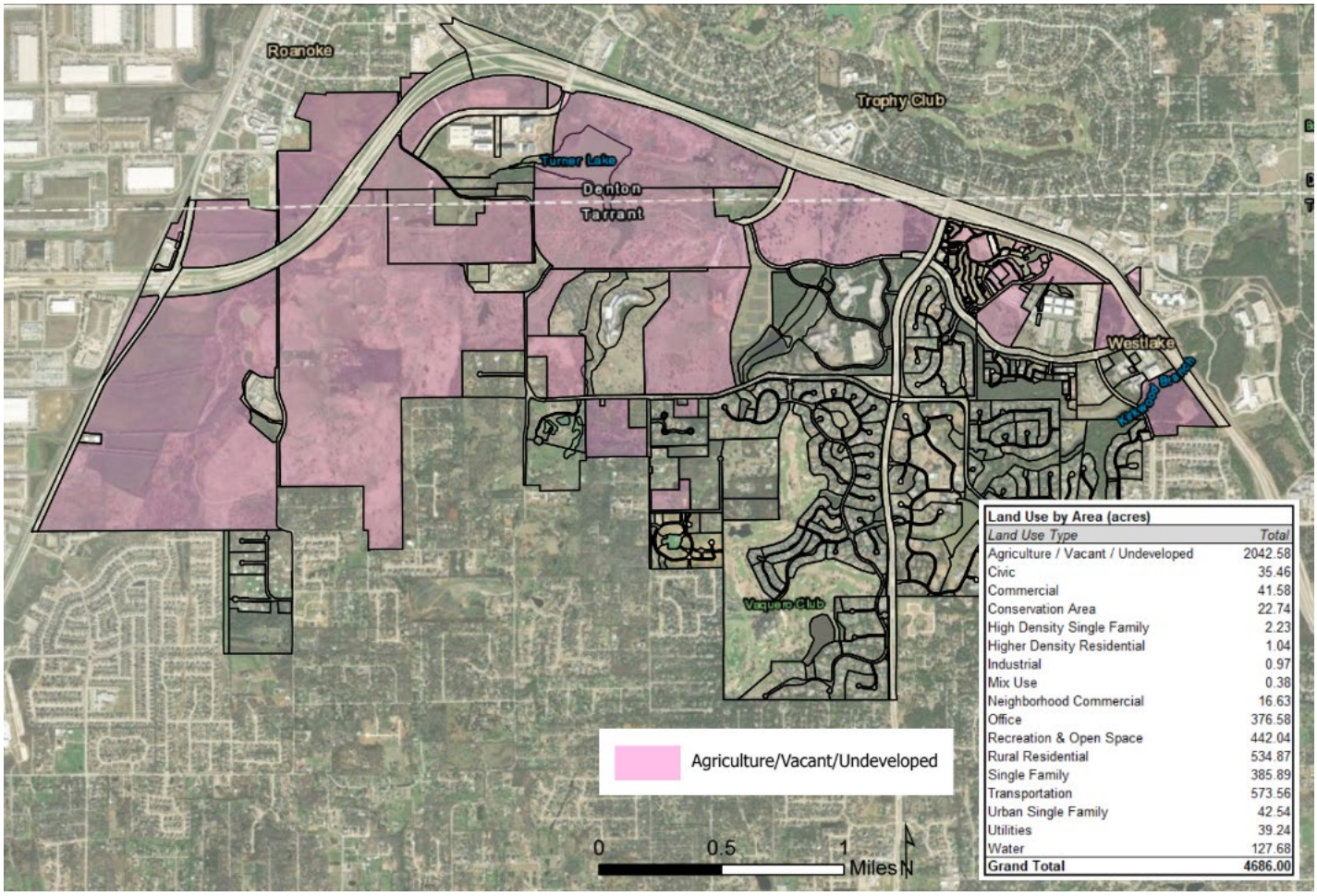
Employer	Employees	Percentage of Total Town Employment
Schwab	7,000	42.44%
Fidelity Investments	4,765	28.89%
Goosehead Insurance	677	4.11%
Core-Mark	584	3.54%
Robinhood	500	3.03%
Deloitte University	500	3.03%
Kiewett	400	2.43%
Solera Holdings	261	1.58%
Defi Solutions	214	1.30%
Sound Physicians	194	1.18%
Verizon	164	0.99%
Levi Strauss	150	0.91%
Town of Westlake/Westlake Academy	142	0.86%
All Other Businesses	941	5.71%

Household Profile

Westlake has 435 households and 472 housing units. The household breakdown is 92% family and 8% nonfamily, with 46.7% of households being 2-person families and 31.9% being 3-4-person families. Only 77 households have one or more individuals over 65 years of age. Owner-occupied housing is roughly evenly split between mortgaged and non-mortgaged homes. The median home value (owner-occupied) is $2 million. Only 11 of the 435 occupied housing units are renter-occupied. These rental units are mostly rented for over $3,500/month, with three renting between $1,500-$1,999/month. Nearly all of the housing stock is single, detached units, with 12 units being single, attached. The housing stock is fairly new, with a median built year of 2010. The majority of householders moved in between 2010 and 2017. Most households have multiple vehicles (2-3). All vacant units except two are sold but unoccupied. The Town has a small amount of relatively more affordable workforce housing – 43 units have a value below $500,000.

Land Development

A simple calculation based on an approximation of the "developable" acreage in the Town (excludes waterways, conservation areas, and utilities) shows that the Town is approximately 55% developed. Of the developable land available, roughly 75% is owned by Hillwood, a Dallas-based developer with experience delivering a variety of development types, from master-planned developments incorporating everything from industrial to residential to commercial developments in urban settings.

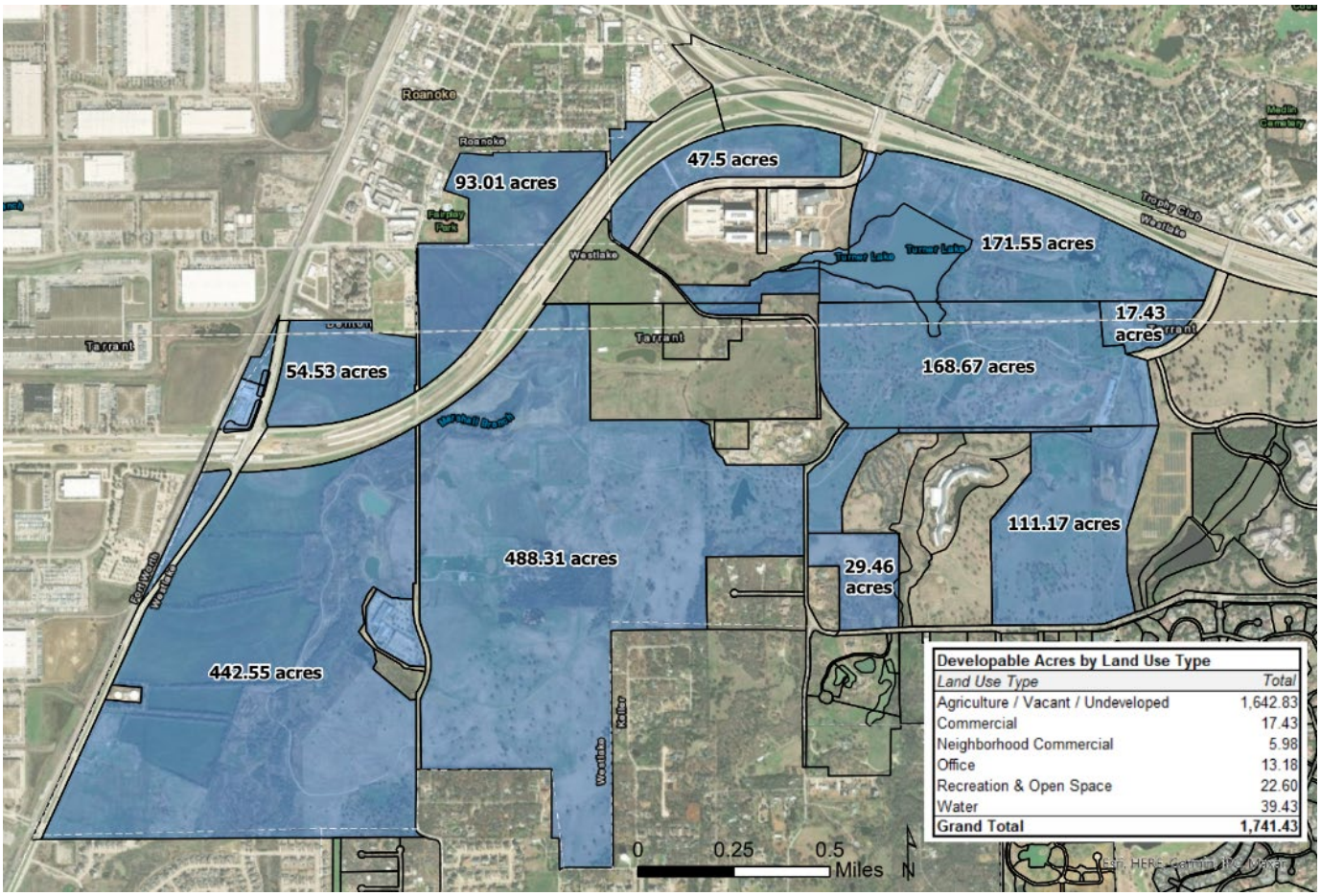


Map of all developable land in the Town of Westlake (identified as Agriculture/Vacant/Undeveloped) (Town of Westlake, Existing Land Use Dataset, 2022)

The above map reinforces the current abundance of agricultural land and open space (over half of Westlake's land area), which is one of the Town's distinguishing features. The next most prevalent land uses are rural residential/single-family, transportation corridors, and offices (largely corporate campuses).

As shown on the map below, Hillwood holds large plots of contiguous land, presenting a broad range of development options. Hillwood has expressed an interest in developing 2-4 additional corporate campuses, but additional plots of developable land would remain available – in particular, highly visible parcels along the highways that border Westlake. Notably, the land north of Highway 170 that lies within the boundaries of Westlake is broadly thought to be part of Roanoke due to its physical separation from the rest of the Town and is therefore seen differently by Town residents.

Vacant Westlake parcels north of Highway 170; City of Roanoke to left. (Baker Tilly photo)



Map of Hillwood developable land ownership in the Town of Westlake
(Town of Westlake, Existing Land Use Dataset, 2022)

Though a significant number of acres are classified for future land use planning as “vacant” or “undeveloped,” there are limitations to the feasibility of full development across much of this acreage – for example, the Circle T Ranch, agricultural grazing land, and green space. Given these realities, the land with the highest revenue-generating potential is likely those parcels situated along Highways 170 and 377, including the parcels north of 170 which border Roanoke.

Core Development Types and Patterns

The table below demonstrates that both existing and forthcoming real estate in the Town are dominated by offices, as seen in Westlake’s major corporate campuses for Deloitte, Charles Schwab, and Fidelity. The market, largely through the land deals executed by Hillwood, has favored corporate campus development in the Town, which has been a development type amenable to resident and leadership priorities. Notably, the Town has little retail space, as discussed later in this section, which is a segment with the potential to generate significant revenues for Town operations.

The Solana and Entrada developments have brought specialty and hospitality to the Town, including existing and proposed hotel space and event venues.

Table 3. Westlake Property Breakdown (CoStar)

Property Type	Building Status	Rentable Building Area
Health Care		7,788
	Existing	7,788
Hospitality		464,047
	Existing	244,297
	Final Planning	96,000
	Proposed	123,750
Office		4,685,711
	Existing	4,182,534
	Proposed	481,758
	Under Construction	21,419
Retail		154,766
	Existing	115,766
	Proposed	9,000
	Under Construction	30,000
Specialty		741,559
	Existing	741,559
Total		**6,053,871**

Residential

The Town is dominated by single-family homes situated on large lots within master planned developments, which are clustered in the southeast section of the Town, leaving relatively large chunks of developable land to the north/northwest. Westlake currently has three major residential developments in process, which consist of ultra-luxury single-family residences surrounded by wooded areas, consistent with the Town's emphasis on preserving and incorporating aesthetic open space into every development. These new developments are adjacent to activity centers like Solana and the Vaquero Golf Club.

Town residents are generally opposed to new multi-family development that may typically be incorporated into town center-style developments, and the Town indeed has very little multi-family residential development. However, some multi-family residential development has occurred in Entrada, including townhomes and condominiums.

Destination Commercial and Amenities

Westlake's two flagship multi-use developments are Solana and Entrada, which are both located in the northeastern part of the Town. Entrada is an 85-acre master-planned community that will feature over 1,000,000 square feet of office, retail, hotel, entertainment, and over 300 residential units with a mix of villas, townhomes, and condominiums. Entrada, like all developments in Westlake, has high architectural standards and will be designed to emulate the Catalonia region of Spain. The Entrada development has been paused for almost 10 years but has recently begun to progress under the leadership of a new town council. Solana Business Park is a mixed-use campus with offices, retail, and a Marriott hotel.

Circle T Ranch, a 2,500-acre multi-use development underway, is located in the northern portion of the Town at the intersection of State Highways 114 and 170. The development will bring retail, restaurants, and other amenities to the areas near Westlake's corporate campuses.

When seeking dining options, residents of Westlake visit restaurants on the north side of SH 114 (in the planned community of Trophy Club), as well as the neighboring communities of Southlake and Grapevine to the east. Additionally, downtown Roanoke (which borders Westlake to the north of the highway interchange) is a regional draw with restaurants and entertainment. Downtown Dallas is a draw for arts attractions.

Office

The corporate campuses of Deloitte, Charles Schwab, and Fidelity are clustered in the north/northwest section of the Town. Corporate campus development is a favored model in the Town, and Hillwood has expressed interest in developing additional corporate campuses on parts of its Circle T Ranch land. Westlake's corporate campuses serve as a major contributor to the Town's economic potential, making its daytime population exponentially larger than its permanent resident base. Several other companies also occupy office space in Westlake, including some of the companies included in the largest employers listing for the Town.

Industrial

Westlake currently has no significant industrial real estate space.

Competitor and Peer Community Context

Though none of the communities bordering Westlake are directly comparable, Southlake, which borders Westlake to the southeast, is its closest competitor. Southlake is roughly three times the size of Westlake by land area, and its population was nearly 32,000 in 2023 (nearly 25x the population of Westlake). The assessed value of all property in Southlake was $10.85B in 2023, while the most recent 2022 data for Westlake show $1.82B in assessed value. Sales tax revenues were almost $48M in 2023, while Westlake's sales tax revenues totaled $11.5M in 2022 (Westlake's sales tax revenues in a typical year are roughly $7–8M). On a per-household basis, sales tax revenues were just over $5,000 per household in Southlake, and over $26,000 in Westlake (or roughly $18,000 in a typical year). Per capita personal income was about $80,000, just over half of Westlake's per capita personal income.

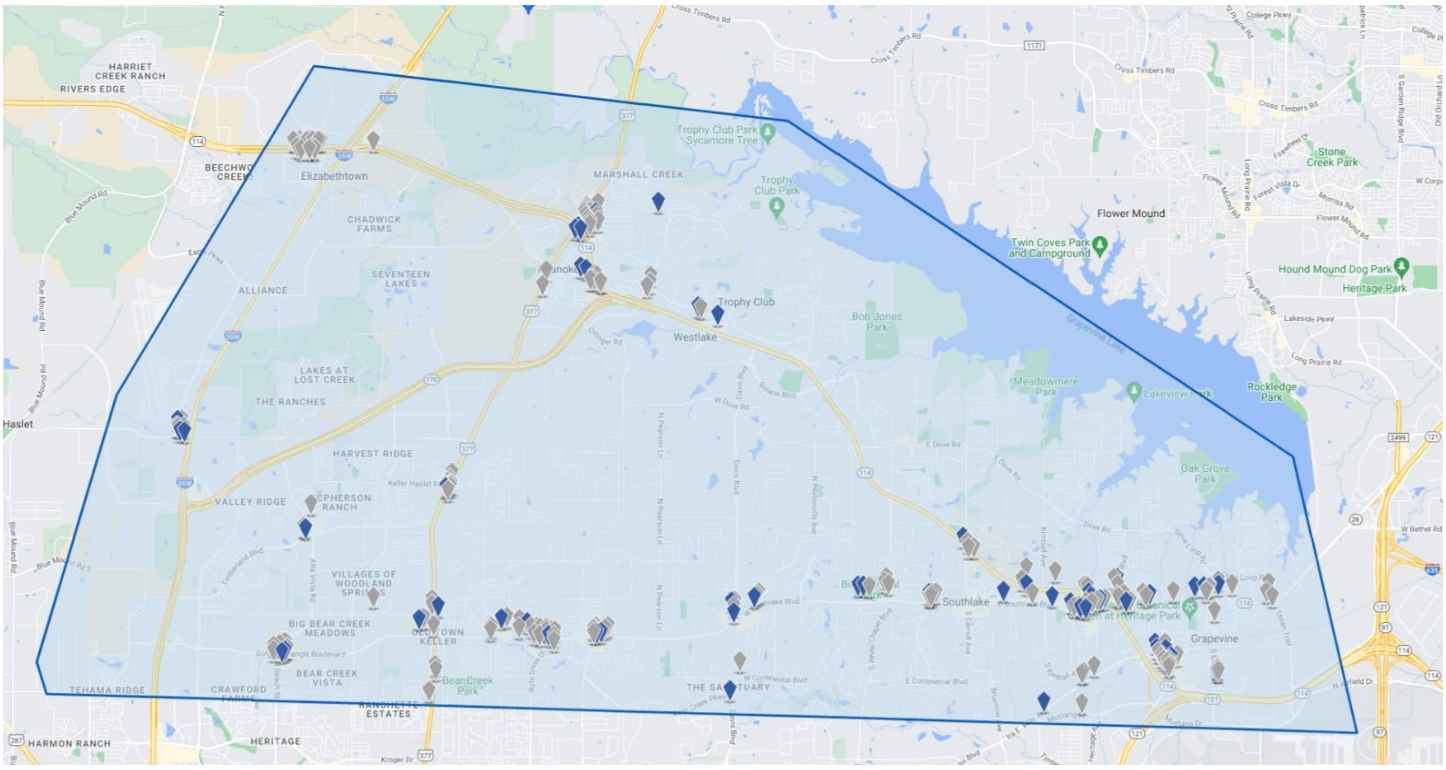
Roanoke, which is adjacent to Westlake to the northwest, is roughly the same size as Westlake by land area, with a 2023 population of 10,628. Assessed value of all property in Roanoke was $3.35B in 2023. Sales tax revenues were $18.75M in 2023. Per household sales tax revenues were just over $5,000. Per capita personal income was about $52,000 in 2023.

When scanning the MSA as a whole, Highland Park, Texas, located near downtown Dallas, emerges as a potential peer community in terms of its aesthetic character/high design standards and the significant wealth of its residents. Highland Park is roughly 1/3 the size of Westlake by land area and has a population of 8,719, nearly 5x the size of Westlake's; total assessed property value was $7.4B in 2023; sales tax revenues were $6.6M in 2023. Per household sales tax revenues were just over $2,000.

These competitor and peer community statistics demonstrate Westlake's economic growth potential in terms of real estate development and commercial revenue-generating activity through increasing the intensity of development in the Town. In particular, Highland Park is an example of a wealthy community that has preserved its aesthetic character while promoting a high intensity of commercial activity combined with tight development patterns.

Retail Context

As demonstrated by the financial data above, Westlake's neighboring communities have significantly more retail development than Westlake. The map below clearly shows the pattern of retail establishments in Westlake and surrounding communities. The majority of retail in the region is clustered along major transportation corridors in Southlake, Grapevine, Keller, and Roanoke.



Map of retail properties in and around Westlake (Blue=on the market; Gray=unavailable) (CoStar)

This observation is reinforced by the table below, which shows Southlake and Grapevine having the highest amount of rentable building area for retail properties in the search area. Retail currently comprises less than 10% of total taxable sales in Westlake.

The Town's existing retail space is concentrated in the Solana and Entrada developments and includes businesses like restaurants, a CVS, salon and nail shops, and Starbucks.

Retail development in neighboring communities includes additional daily amenities like grocery stores, convenience stores, and gas stations which are not convenient to access for Westlake residents, as well as large concentrations of restaurants, shops, and other retail types.

Table 4. Comparison of Retail Rentable Area in Westlake and Neighboring Communities (CoStar)

Community	Retail Rentable Building Area
Grapevine	1,060,218
Southlake	1,055,827
Keller	797,546
Roanoke	789,582
Westlake	154,766

Revenue Growth

Increasing the tax base to generate additional revenues is a major priority for both Town leadership and residents, with the Town facing deferred maintenance requirements for its infrastructure. The Town's economic development prospects present a major opportunity to bring in new revenues largely in the form of sales tax.

The construction industry was a significant contributor to taxable sales during 2018-2020, which have since declined in volume. Sales tax revenues have a relatively volatile pattern year-over-year due to one-time bumps from new developments like data centers, demonstrating Westlake's historical revenue boosts due to one-time sales tax and fee revenues from new developments. Development in the Town is slowing, along with associated fee revenue, and will continue to drop off as the amount of developable land in the Town is reduced.

In this fiscal environment, the Town must balance the imperative for increased tax revenues with the Town's desire to preserve its low-intensity land use patterns. Typical large revenue producers like high-intensity development centers and big box retail stores are not present in Westlake.

Vaquero Golf Club, historically a top sales generator in Westlake. (Baker Tilly photo)

Community and Stakeholder Perspectives

While preparing the economic development plan, the team spoke with Town employees, residents, and the developer community. Town employees who provided input included the Mayor, Town Manager, Deputy Town Manager, and Planning Director. The team held two public meetings which included local businesses, as well as a workshop with the Town Council.

A multi-day site visit was also held during plan preparation, which included a community tour via automobile and helicopter of Westlake and surrounding communities, and conversations with Hillwood and members of Town leadership.

Westlake has also conducted past large-scale planning efforts – most notably through a 2015 Comprehensive Plan – but the Town largely relies on short-range planning efforts.

Previous Planning Efforts

Westlake's most recent comprehensive planning effort was completed in 2015. Though the plan is not recent, the goals and sentiments of the Town and its residents appear remarkably similar to those expressed today, evidencing that the Town has long been committed to preserving its semi-rural character and way of life.

Stakeholder Interviews

Interviews with Town employees revealed that many roles that may typically be handled by separate employees are often centralized in a single employee. Economic development activities are currently handled by the Deputy Town Manager.

Town leadership anticipates a small amount of future population growth, estimating an additional 500 to 1,000 residents over the next five years. This is largely due to the Town's desire for measured intentionality in its growth, as was emphasized by residents in public meetings. Westlake leadership sees a potential for some multi-family development to support the Town's growth and revenue needs but understands the importance of maintaining the Town's character and low-density development pattern. They identify the Town's large daytime population due to its corporate campus presence as a competitive advantage and major opportunity for growth and suggest that the Town explore ways to attract and retain young professional employees in the community.

Certain portions of Hillwood's highway-adjacent land ownership in the Town have been noted as a potential regional destination opportunity, with other off-highway areas remaining locally oriented. Leadership is focused on the need to boost revenues through sales tax as opposed to property tax. Town leadership expressed the same priority on preserving view corridors as residents, and noted that town center-type developments could also serve as open, communal spaces to complement Westlake's prized green spaces.

The Town's development is mostly governed by Planned Development (PD) Districts, which according to Town leadership has made it difficult to foster a cohesive identity for Westlake. Town leadership also noted that the Town has lagged in commercial development relative to nearby towns and currently lacks a clear long-term vision for its economic development, complemented by supporting policies and procedures.

Town leadership also suggests that Westlake could leverage its corporate presence to support entrepreneurship and innovation, noting that boosting commercial development to bring more people into interactive spaces in the Town could support this goal.

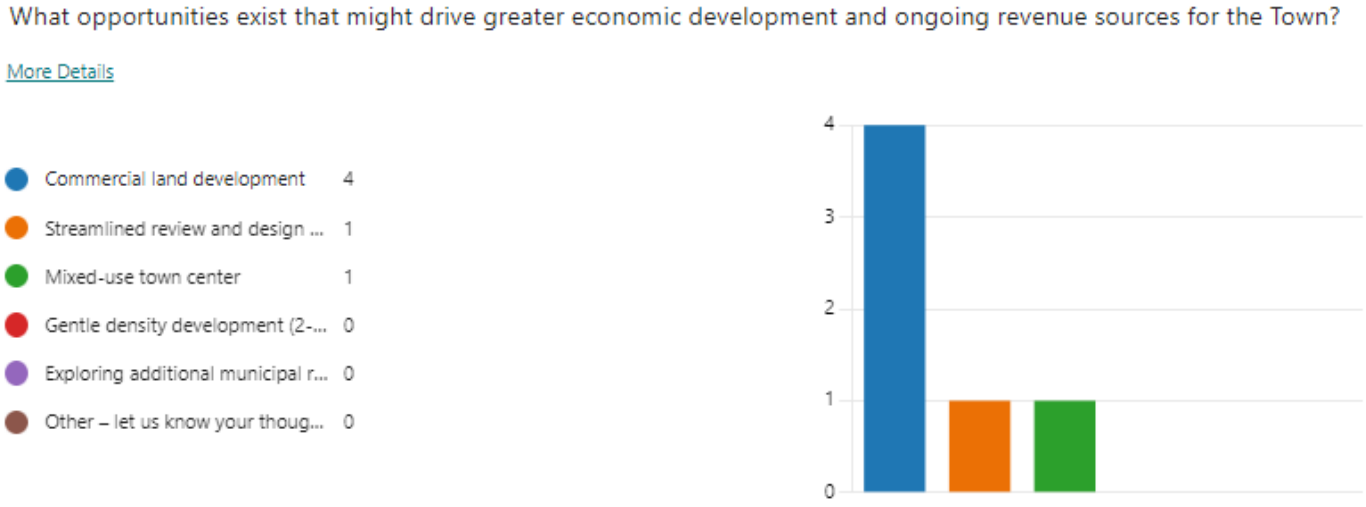
Public Meetings

Westlake residents and business owners attended two in-person public meetings at the end of September 2024, also attended by council members and the Mayor. Attendees answered poll questions about the Town's strengths, weaknesses, successes, and best features, as well as attendees' desires for

the Town's future. Town leadership noted that citizens had not often been asked to contribute to the Town's vision and direction, making resident input critical to inform the Town's economic development plan.

Several questions during the meetings asked about the Town's strengths and features residents love about Westlake. In response to these questions, attendees repeatedly emphasized the centrality of Westlake Academy to the Town's identity and success. Features like "architecture," "beauty," and "open space" were also commonly emphasized. In particular, residents emphasized the importance of not only open space in general but of the view corridors across the Town strategically highlighting key developments. A recent accomplishment contributing to the Town's strength is the change in Town leadership – several residents expressed renewed confidence in Town leadership since the new mayor took office, citing a perceived stabilization of government. Several also mentioned the attraction/expansion of corporate campuses like Charles Schwab and Deloitte.

When asked about their vision for the Town's economic future, residents largely answered with "sustainability" over the long term, with a focus on financial sustainability, demonstrating that residents are aware of the Town's financial challenges due to deferred maintenance needs and infrastructure upgrades. The graphic below shows that residents see a need for more commercial development in the Town to boost revenues. Residents' most frequently cited priority for the next five years was substantially increasing the Town's funding and handling infrastructure maintenance requirements. Several residents seemed to express a preference for funding infrastructure needs through impact fees rather than tax increases. Residents also emphasized the need to preserve the Town's character by pursuing growth intentionally and mindfully and keeping the Academy at the center of the Town's priorities. Residents want to be able to live and play within the Town limits, citing a desire for things like restaurants and grocery stores. One resident noted a lack of options for the Town's substantial daytime population to eat outside of office buildings. Residents want to see well-placed commercial development to support Town revenues, but they repeatedly emphasized a careful consideration of where certain types of businesses are placed within the community. Town leadership and residents would prefer high-end commercial development, including luxury boutiques and high-end restaurants. One resident expressed a desire to use the 170 corridor (particularly north of 170, which residents state has a different "feel" than the rest of Westlake) to maximize tax revenue – overall, a preference for town center, mixed-use type development in select locations throughout the Town, plus lower-end commercial north of 170 emerged as a trend.



As shown below, most residents favored a mixed-use, town center style for commercial development, with attention paid to the aesthetics of the architecture. One resident pointed out the existence of "home away from home" commercial centers in nearby towns filled with boutiques and other businesses people might visit on a day out.

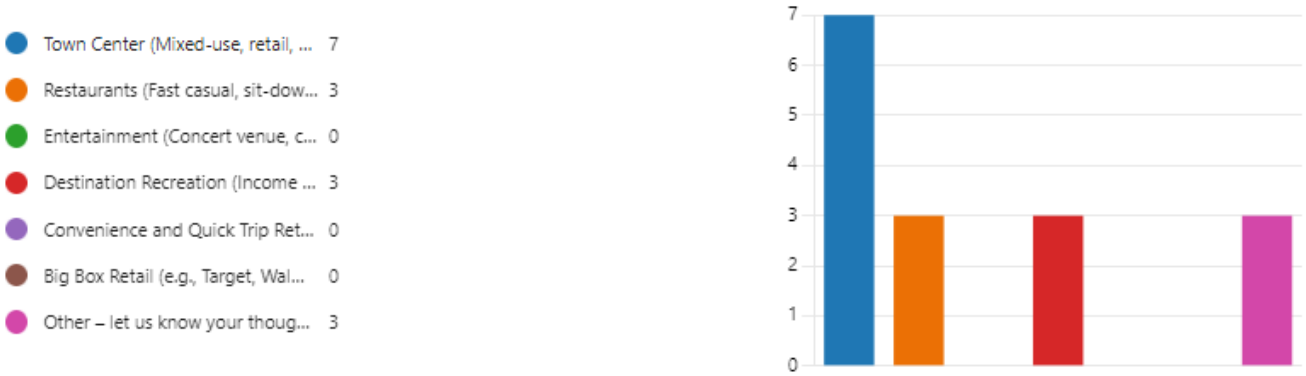
What is your vision for the Town's economic future?

More Details

Residents also expressed a strong priority for finishing Entrada and potentially turning this into a town center over the next five years. Restaurants of all types and destination recreation were also desired development types; most residents expressed that they would not like to see lower-end developments like convenience, quick-trip, or big box retail in the Town. One resident also expressed opposition to entertainment venues.

What types of businesses / what type of development would you like to see in Westlake?

More Details



1	anonymous	Restaurants and Town Center
2	anonymous	it depends on the area - near core Westlake (around Davis and Solana) — limit to high end retail or commercial, plus SBUX-esque retail and services - near Schwab south of 170 — higher end retail / mixed use - north of 170 "stub" - mass market, gas stations, fast casual, etc.
3	anonymous	Getting a business like an HEB along the 170 corridor would be great, but careful consideration should be given to longevity and success.

Most residents said they would not like to see additional residential development; however, when asked what types of development would be acceptable (beyond single-family detached homes), residents said brownstones/townhomes may be appropriate, depending on quality and how these properties age.

Questions geared toward business owners revealed that they were drawn to Westlake based on being hired by developers building in the Town. The proximity to Dallas/Fort Worth International Airport was also

mentioned. Meeting attendees also favored using additional incentive programs for business development.

Community Survey

As part of the strategic planning process for the Town of Westlake, Baker Tilly developed and deployed multiple surveys to obtain input from community members and Town/Academy employees, as well as from the economic development/real estate community. The survey questions were developed by Baker Tilly and were refined following discussions with the Westlake project team.

The community survey was advertised on the Town's social media pages, website, and through email communications with community groups. The survey was open from October 2-18, 2024. A total of 130 community members responded to the survey. This represents nearly an 80% confidence interval, using a sample size based on the 2022 population estimate of 1,840 for the Town.

An email invitation was also sent to employees on October 2, and this survey closed on October 18, 2024. A total of 82 employees (53% of Town and Academy employees) responded to the employee survey. Although we received only two survey responses from the economic development/real estate community, this information is supplemented by insights gathered during the site visit.

The survey generally revealed similar patterns when compared to the public meeting surveys, emphasizing the fact that preserving the look, feel, and experience of the Town is front-of-mind for many residents and community members. Maintaining open spaces, vistas and well-designed buildings and landscapes is of high importance to Westlake residents. There is recognition of the importance of economic impact and a desire to maintain the high-quality standard of the Westlake experience in the coming years.

Desired Development Types

When asked about the types of future economic development preferred in Westlake, 42% of survey respondents from the community prefer "restaurants (fast casual, sit-down, high-end/boutique, etc.)" as the primary type of new business to develop; this is followed by "town-center development, including mixed-use, retail, housing, amenities, etc. (25% of respondents). Town of Westlake and Academy employees expressed similar views.

Table 5. What types of business / what types of development would you like to see in Westlake?

Question 2. What types of businesses / what types of development would you like to see in Westlake? (Respondents were given two choices)	**Community**	**Employees**
Restaurants (Fast casual, sit-down, high-end/boutique, etc.)	**109 (42%)**	**43 (34%)**
Town Center (Mixed-use, retail, housing, amenities, etc.)	**66 (25%)**	**29 (23%)**
Other options selected by survey participants		
Other	27 (10%)	19 (15%)
Entertainment (Concert venue, cinema, etc.)	27 (10%)	12 (10%)
Destination Recreation (Income-generating sports and recreation attractions)	17 (7%)	11 (9%)
Convenience and Quick-Trip Retail (Gas stations, dry cleaning, etc.)	12 (5%)	2 (2%
Big Box Retail (e.g., Target, Walmart, Costco, etc.)	2 (1%)	9 (7%)
Totals	**260**	**125**

Types of Development Not Desired

Conversely, survey respondents were asked about the type(s) of businesses that should not be developed in Westlake. Both residents (44%) and employees (42%) are averse to "big box retail (e.g., Target, Walmart, Costco, etc.)." "Convenience and quick-trip retail (gas stations, dry cleaning, etc.)" was

the next highest percentage among the respondents; community members (28%) and employees (26%). Respondents noted that these types of businesses are located close by in neighboring communities to explain why these businesses are not desired in Westlake.

Table 6. What types of businesses do you NOT want in Westlake?

Question 3. What types of businesses do you not want in Westlake? (Respondents were given two choices)	**Community**	**Employees**
Big Box Retail (e.g., Target, Walmart, Costco, etc.)	**108 (42%)**	**47 (39%)**
Convenience and Quick-Trip Retail (Gas stations, dry cleaning, etc.)	**69 (27%)**	**29 (24%)**
Other option selected by survey participants		
Destination Recreation (Income-generating sports and recreation attractions)	31 (12%)	6 (5%)
Entertainment (Concert venue, cinema, etc.)	19 (7%)	13 (11%)
Other	16 (6%)	16 (13%)
Town Center (Mixed-use, retail, housing, amenities, etc.)	17 (6%)	6 (5%)
Restaurants (Fast casual, sit-down, high-end/boutique, etc.)	0 (0%)	4 (3%)
Totals	**260**	**121**

Future Economic Vision

Community and employees, Town Council and Town leaders have a distinct vision for the economic future of Westlake. When asked about an economic vision for the future, survey respondents provided themes summarized in the table below.

Table 7. What is your vision for the Town's economic future?

#	Community Themes	Employee Themes
1	Bring middle- to high-end shopping, restaurants and retail.	Support development and infrastructure.
2	Selectively attract new businesses that still preserve small-town charm.	Identify ways to better fund Westlake Academy and increase amenities around the Town.
3	Bring more local quality restaurants and high-end amenities.	Increase revenue with the addition of restaurants and retail.
4	Avoid introducing additional taxes.	Leverage the Academy as a "selling point."
5	Continue financial support to Westlake Academy.	Continue to develop and expand the Westlake Academy campus.
6	Address the Entrada development by strategically sourcing the right businesses.	

Internal Policies and Procedures

Westlake's policies, procedures, and tools surrounding economic development are not well documented, developed, and controlled. The Town's economic development operations could be further professionalized, and staff capacity is limited with individuals serving in multiple roles.

In order to implement the vision and goals the Town identifies via this economic development planning effort, a suite of economic development policies, procedures, tools, and supporting human resources will need to be developed to support the Town's economic vision in a consistent, strategic, and transparent manner.

Economic Development Tools and Best Practices

The Town of Westlake does not have policies or SOPs governing its use of economic development tools, including incentives. However, the Town has executed economic development agreements on an ad-hoc basis. Past agreements have, for example, waived land dedication obligations and trail construction requirements in exchange for charitable donations, and granted tax abatements.

The Town has used commercial/industrial tax abatement reinvestment zones for its corporate campuses. The Town approved an ad valorem tax abatement and reimbursement of sales taxes generated by construction for at least one campus expansion. It is unclear whether the Town implements a "but for" test for the award of incentives, which would dictate that incentives should only be used in situations where they are a deciding factor for companies making investment decisions.

The Town has generally not pursued incentives for small businesses, but both Town leadership and residents have expressed a willingness to consider creating such a program.

The Town also demonstrates a concern for sustainability. Town Code includes certain land dedication requirements for dedicated parks or reserved public open space in connection with nonresidential developments, meant to ameliorate or eliminate environmental impacts, buffer adjoining land uses, and prevent undue concentration of paved areas.

As mentioned, zoning is typically implemented via Planned Development (PD) Districts. The Town has expressed a willingness to simplify its zoning requirements to reduce barriers for developers.

Strengths, Weaknesses, Opportunities, and Threats (SWOT)

When analyzing the economic, demographic, and real estate factors outlined in this report, as well as community and stakeholder perspectives, the Baker Tilly team has identified the following strengths, weaknesses, opportunities, and threats for the Town of Westlake's economic development efforts.

Strengths

- Strong resident civic involvement with a healthy awareness of Town's fiscal situation
- Large tracts of developable land remaining in the north/northwest area of the Town, which allows for creative possibilities
- New Town leadership, with increased professionalization
- Strong Town aesthetic/natural beauty
- Corporate anchors bringing a large daytime population

Weaknesses

- Small resident population which must be supplemented by other sources of demand
- Low population growth potential
- Lack of a long-term vision for economic development
- Lack of internal infrastructure, like comprehensive policies, procedures, and tools for economic development
- Opposition to certain commercial development types that could generate large tax revenues
- Opposition to multifamily development that could attract and retain young professionals
- Need for professional Town staff to support leadership and implement programs
- Lack of amenities for daytime population
- Need for new revenue to maintain fiscal sustainability of Town operations
- Planned Development zoning districts present barriers for developers

Opportunities

- Leveraging the daytime population as a distinct demand group to support additional commercial development
- Implement development types strategically throughout different areas of the Town to define Westlake's identity and maintain the semi-rural character of the community

Threats

- Competing communities have taken advantage of historical regional growth through commercial development, which may present competition to the success of development in Westlake that attempts to attract a regional audience
- Mobility of corporate anchors
- Working through timeline and decision-making delays for development

Strategic Priorities and Action Agenda

Westlake's unique position on the suburban edge of the Dallas-Fort Worth metroplex positions it well to leverage the ongoing economic activity and reinvestment being driven by new housing construction and job creation. Because the Town holds a key asset in a substantial amount of developable land, it can strategically position itself and craft a customized approach for its economic development efforts. This approach can be framed as a mutually beneficial balance of value capture and value creation by investing in its economic strengths and capitalizing on regional market activity. With respect to the Town's need for fiscal sustainability and economic resilience, a core set of strategies can guide future decision making and the prioritization of projects for the benefit of the community.

Charles Schwab campus and adjacent highway-abutting developable land. (Baker Tilly photo)

To be successful in a strengthened position of economic resilience, the Town will need to pursue simultaneous strategies to achieve goals of supporting new construction and development, maintaining and enhancing community identity and sense of place, and effectively managing the development services process to move at the pace of business. These strategies have a primary market focus of economic diversification, while the community perspective seeks to maintain the Town as a desirable place to live. Within this dynamic, real estate development can be used as a vehicle to elevate the Town into a position of improved fiscal strength. Westlake has an opportunity to leverage demand from its existing businesses as well as households in the surrounding region. Key considerations for these strategies include:

- Create a balanced approach for the Town's future by leveraging developable land to generate new tax revenues while preserving community character;
- Harness the market potential of new household creation in the northern portions of the DFW metroplex to support new housing development in limited portions of the Town;

- Collaborate with the large corporate campuses to support new development that creates a symbiotic relationship between the spending demand of employees and the delivery of new retail amenities in mixed-use projects; and,
- Leverage visibility and access along Highways 114 and 170 to implement a placemaking initiative that elevates Westlake as a community of choice.

Table 8. Strategies Matrix for Economic Diversification

No.	Action	Components & Considerations	Relationship Building
Economic Development			
1	Prioritize development sites along highway corridors to pursue a mixed-use development approach.	• Focus development on the visual line-of-sight of Highways 114, 170, and 377. • Leverage the highway's visual element to co-brand the projects with Westlake, the developer, and major tenants. • Highway development sites offer an advertising opportunity for the Town to distinguish itself in the market.	• Coordinate future development and land use planning decisions with Hillwood. • Build relationships with real estate brokers to anticipate tenant needs and guide future projects.
2	Leverage the employees and visitors of existing corporate campuses to drive demand for new development.	• Employees of major corporate users present opportunities for value creation in the Town's economy. • New development that responds to employee demand creates value capture for economic diversification. • New projects should focus on delivering uses that appeal to employees before, during, and after work.	• Build relationships with the existing corporate users to identify future development opportunities that align with their needs. • Conduct a survey of existing employees to determine potential levels of demand for new uses.
3	Strategically position the Town as a prime location for the new construction of corporate campuses.	• Delineate future land use districts that can accommodate corporate campuses. • Publish design guidelines and details about the development review process for future users and Hillwood.	• Coordinate with Hillwood to manage expectations and receive updates about potential new projects. • Establish development review standards with Town staff and elected officials to anticipate future projects. • Publish details about future land use management for Town residents to review and understand.
4	Focus new development efforts on projects that will drive tax base diversification.	• Focus on projects that will support and strengthen Town revenue sources from sales tax and ad valorem tax. • Align land use management decisions with the need for additional tax revenue. • Consider different development patterns that create a higher density of tax base, including mixed-use buildings, walkable districts, and big box stores.	• Establish a review procedure for Town staff and elected officials to estimate potential new taxes derived from proposed projects. • Align future land use management and development services review with potential anticipated projects.

No.	Action	Components & Considerations	Relationship Building
5	Emphasize an increase in the intensity of development patterns to support the financial viability of projects for both developers and the Town.	• Dense design patterns support a mix of uses and can create multiple revenue sources for project pro formas. • Density can be measured with lot coverage and dwelling units per acre. • New development patterns can focus on mixed-use programming that includes housing, retail, amenities, and entertainment. • Housing can include luxury multi-family and condos in the form of townhomes, brownstones, and stacked flats. • Development impact fees can cover the additional infrastructure and other costs incurred by the Town as a result of new developments.	• Coordinate with Hillwood to align their housing prototypes with Town design standards. • Clarify Town design standards internally with staff and elected officials to directly manage expectations with developers and remove ambiguity from the decision-making process.
Community Building & Identity			
6	Develop placemaking priorities for key locations in the Town to establish activity centers and a visual identity.	• Identify future development areas in the Town and align land use management goals and decisions with those locations. • Leverage future development at key locations to create activity centers and focal points. • Focus on branding opportunities along the highway corridors to create visual prominence for the Town. • Consider mixed-use, walkable districts with a higher intensity of development at key locations, which can be anchored by big box retail, hotels, or another large user.	• Align future land use management decisions with a higher intensity development pattern at certain locations. • Align Town staff and elected officials to future land use decisions and how a development services review will consider potential anticipated projects.
7	Develop a common design standard and aesthetic for the Town to guide developers and their proposals.	• Develop and publish design standards to manage expectations about the visual aesthetic of new development and how projects will be reviewed by Town staff and elected officials. • Clarify acceptable use types and space programming layouts to manage building massing and density. • Balance aesthetic expectations with project economics to not over-design a project and make it infeasible.	• Align Town staff and elected officials on design standards and their role in the development review process. • Publish the design standards for easy access by developers and residents.
8	Create opportunities and events to engage the community in civic spaces.	• Integrate public gathering spaces into new development to host community activities. • Co-brand these civic spaces with the developer and tenants to market the Town. • Consider developing a regular schedule of activities to offer community gathering opportunities.	• Coordinate with developers to encourage the incorporation of public space into projects. • Leverage Town staff to assist in managing community events. • Coordinate with the Metroport Chamber to host events.
Town Development Services			

No.	Action	Components & Considerations	Relationship Building
9	Publish materials that describe the Town's development review process to assist developers in managing new projects.	• Develop and publish online materials that establish a step-by-step guide that outlines the development review process. • Leverage the guide to manage expectations of developers and clearly communicate Town regulations. • The guide should remove ambiguity from the decision-making process and establish clear guidelines.	• Coordinate with Town staff to develop the guide. • Publish the guide on the Town's website and regularly maintain it for accuracy.
10	Develop and maintain a standard process to review incentive requests for developers and corporate users for financial assistance.	• If the Town wishes to expand its incentive offerings, it should establish a standard process for reviewing requests. • The standard process should include application materials, a scoring or evaluation rubric, and a standardized review and approval/denial process. • Potential incentive offerings should be structured and offered to companies in a substantially similar way. • Ambiguity and arbitrary decisions should be removed from the process.	• Coordinate with Town elected officials about their willingness to offer incentives. • If Town elected officials support the idea, work internally with staff to build the processes and procedures.
11	Conduct ongoing community engagement about new development and capital infrastructure to help guide decision making.	• Continue to maintain existing community engagement efforts with Town residents about new updates. • Conduct focused engagement efforts for potential new projects to solicit feedback about proposals.	• Designate Town staff to manage the engagement efforts. • Provide regular updates to Town elected officials about feedback received. • Consider using an online tool, like Social Pinpoint, to make feedback publicly available.

Conclusion

The Town of Westlake has a significant opportunity to promote its unique character and brand while bringing in additional Town revenues and providing for the needs of its residents. These opportunities will be best leveraged through partnerships with existing stakeholders in the Town, including corporate campus partners and major landowner Hillwood, in alignment with the Town's priorities and resident preferences. The Town should also think of its regional context as a contributor to its goals and growth; leveraging demand from continued regional household growth in combination with the corporate campus daytime population within Westlake's bounds will contribute to a strong economic base.

The Town has demonstrated a strong priority on balancing the maintenance of Westlake's natural beauty and community identity with the need for strategic growth in areas that will both enhance this identity and bring in new Town revenues. The strategies recommended in this report effectively balance these dual priorities, supported by a robust internal infrastructure and suite of tools to achieve both ends.

Town of Westlake, Texas

Strategic Plan

2025-2032

THE TOWN OF WESTLAKE

Prepared for the Town of Westlake by

bakertilly

now, for tomorrow.

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Letter from Mayor Greaves

Dear Westlake Residents, Academy Parents, Corporate Partners, and Stakeholders,

As Mayor of the Town of Westlake, I am honored to present our latest strategic plan on behalf of the Town Council / Board of Trustees. This document represents our unwavering commitment to the core values of integrity, accountability, innovation, openness, and strategic thinking while charting a clear path for Westlake's growth and development over the next seven years – 2025 to 2032.

Our strategic plan ensures that Westlake remains a thriving and inclusive place to call home. One that will continually preserve its unique charm and natural beauty, promote a vibrant community and cultivate partnerships with residents and corporate stakeholders.

This plan sets forth a vision for organizational stability at Town Hall and continued excellence at Westlake Academy, and focuses our efforts on financial sustainability, managed development and growth, enhanced community safety, and robust public engagement.

We are dedicated to implementing this plan, using it as a guide that serves the public interest and strengthens trust in our leadership. The plan will empower our staff to take proactive steps to enhance Westlake's vibrancy, support our residents and businesses, and ensure a sustainable future for all.

Your involvement is crucial to the success of this plan. I want to express my gratitude to those of you who took the time to participate in our numerous public engagement efforts. Together, we will continue collaborative efforts to realize the full potential of the Town and Westlake Academy as we build a community that we can all be proud of.

Thank you for your continued support as we work together toward a brighter future for Westlake.

- Mr. Kim Greaves, Mayor Town of Westlake

Your Westlake Town Council

Dr. Anna White
Councilmember, Place 1

Mr. Michael Yackira
Councilmember, Place 2

Mr. Todd Gautier
Councilmember, Place 3

Mrs. Tammy Reeves
Mayor Pro Tem, Place 4

Mr. Mike Asselta
Councilmember, Place 5

Executive Summary

The Town of Westlake, in collaboration with Baker Tilly Advisory Group, has developed a strategic plan to guide the community's growth and sustainability over the next seven years. This plan builds on Westlake's tradition of strategic, inclusive, and forward-thinking planning, exemplified by the current comprehensive land use plan (2015), and contributes to the Town's vision, mission, goals, and priorities through active public engagement. Workshops and sessions with residents, business owners, and stakeholders were fundamental in identifying critical areas of focus such as economic development, infrastructure, and long-term financial stability.

Central to Westlake's strategic achievements and overall desirability is the Westlake Academy, established in 2003. This municipally-owned public charter school was founded out of a desire by the Westlake Town Council to offer a high-quality, globally recognized International Baccalaureate (IB) curriculum for residents of the Town and surrounding communities. The Academy serves as a model of educational innovation and reflects Westlake's commitment to academic excellence.

The Town's current financial position reflects the effective management of resources and capital investments. By maintaining general fund reserves through prudent fiscal oversight and leveraging one-time revenue sources from development fees, Westlake has managed to sustain an annual surplus averaging $2.6 million. However, when accounting for unfunded capital projects, projections indicate a growing fiscal gap of $4.4 million annually, expanding to $8 million by FY 2035 without including current or future known development revenue. Without corrective action, the projected gap will deplete reserves by 2035. This looming challenge emphasizes the need for comprehensive financial strategies to secure Westlake's long-term fiscal health. With additional changes over time, Westlake can build on its already solid foundation and exceed its current achievements.

Economic development is integral to addressing these financial concerns. Westlake's unique position, characterized by rural charm, high-value real estate, and strategic corporate campuses, presents substantial opportunities for future growth. As the Town considers future land use and development, it must balance economic ambitions and the need for increased revenue with preserving its distinctive character, all while considering growth that is strategically located and of high quality.

Sustainable economic growth will not only support property tax and sales tax revenue but will also require deliberate efforts to attract a diverse and robust mix of businesses.

Together, these strategic initiatives position the Town of Westlake to navigate future growth with confidence and sustainability, ensuring that it remains a vibrant and distinctive community for generations.

About Strategic Plan 2025-2032

The Town of Westlake's process for updating its vision and goals to guide decision making and resource allocation is built upon three foundational pillars:

1. A Fiscal Model and Financial Sustainability Plan,
2. An Economic Development Plan, and
3. A Strategic Plan.

The Fiscal Model and Sustainability Plan and the Economic Development Plan have been delivered to the Town of Westlake as separate reports entirely accessible on the Town's website.

From August to December 2024, Baker Tilly engaged in extensive research and analysis in preparing and updating Westlake's vision, mission, values, goals, priorities and success indicators. This work included interviews with members of the Westlake Town Council, the Town management team, and the Westlake Academy head of school and leadership team. In addition to these interviews, two surveys were deployed to the employees of the Town of Westlake, and another to community residents, Academy parents and business stakeholders. Six on-site and two virtual community input sessions and workshops were also held.

The data gathered from the interviews, surveys, and public input sessions allowed Baker Tilly to generate key themes and analysis to identify the Town's strengths, weaknesses, opportunities, and threats/challenges (SWOC). The SWOC analysis informed the development of updated vision and mission statements, a refined set of organizational values, and strategic goals.

About Strategic Plan 2025-2032

Alignment between the three strategic planning components is crucial to provide Town leaders with a comprehensive assessment to make informed decisions in the upcoming years, particularly to guide the preparation of the Town's Fiscal Year 2025-2026 budget process and beyond. To achieve this, the three components were developed simultaneously on parallel tracks:

1. Fiscal Model and Financial Sustainability Plan: These components were completed to inform the Council's identification of fiscal opportunities; and the model serves as a tool for assessing funding and resource projections, ensuring that decisions and strategic priorities are grounded in the realities of current and future available resources.

2. Economic Development Plan: This forward-focused strategy complements and incorporates findings included in the Financial Sustainability Plan, providing insights into potential future resources derived from an economic development strategy.

3. Strategic Plan: This document integrates the findings from the Fiscal Model and the Economic Development Plan, tying everything together into a cohesive strategy.

About Strategic Plan 2025-2032

The uniqueness of Westlake's approach lies in its comprehensive and integrated method. As standalone documents, the Fiscal Model and Economic Development Plan provide detailed assessments of the Town's financial health and growth potential.

However, when combined, these documents offer a holistic view that highlights current economic conditions and projects future trends and opportunities. This integration ensured the development of strategic priorities that are well-informed, sustainable, and aligned with immediate and long-term goals.

Strategic Plan 2025-2032 Framework

Vision

Mission

Organizational Values

Priorities

Goals and Strategies

Vision

Our vision within a strategic plan is a clear and aspirational statement that outlines the desired future state or long-term goals of an organization. It serves as a guiding star, providing direction and inspiration for all strategic initiatives.

The Westlake vision statement guides the Town's future direction, ensuring that growth and development are aligned with our core values and community aspirations. Westlake's Vision:

Westlake will preserve its unique charm and natural beauty, promoting a vibrant community, cultivating strategic partnerships with residents and corporate stakeholders.

Mission

Our mission statement is a concise declaration of an organization's core purpose and focus that remains unchanged over time. It defines the organization's reason for existence and provides a framework for its strategic planning.

Unlike a vision statement, which outlines long-term aspirations, a mission statement focuses on the present and defines the town's purpose and primary objectives.

Our mission underscores Westlake's dedication to ensuring that the community enjoys top-notch services and educational opportunities for its residents. Westlake's mission:

Westlake provides a superior quality of life through excellent municipal service delivery and world-class education.

Organizational Values

Organizational values are the fundamental beliefs and guiding principles that shape an organization's culture, behavior, and decision-making processes. They define what the organization stands for and influence how it interacts with stakeholders.

Our values of accountability, integrity, innovation, openness, and strategic thinking collectively support Westlake's mission of providing superior municipal services and education, and its vision of preserving charm and fostering community. Westlake's Organizational Values:

Accountability

Taking responsibility for actions and outcomes, ensuring that the Town's services meet the highest standards.

Integrity

Upholding the highest ethical standards in all actions and decisions, ensuring trust and transparency within the community.

Innovation

Encouraging creative solutions and continuous improvement in service delivery and community development.

Openness

Promoting transparency and proactive communication with residents, partners and stakeholders.

Strategic Thinking

Planning and acting with a long-term perspective to achieve sustainable growth and development.

Strategic Priorities

To build a thriving and resilient community, Westlake has identified six key priorities to guide our efforts and use of resources. The priorities are designed to promote sustainable growth, improve quality of life, and strengthen the Town's organizational foundation to attain a strong financial position, world-class education system and quality development over the next seven years. Each priority plays a vital role in achieving our vision for the future:

A. Financial Sustainability

B. Westlake Academy

C. Development and Economic Growth

D. Infrastructure Investment

E. Communication – Resident/Stakeholder Engagement

F. Public Safety

Goals and Strategies

The following tables describe the priorities in more detail, including the goals needed for achieving the respective priority, the key outcome, or key performance indicator for measuring the success of the goal, as well as individual strategies for achieving each goal. When considering the vision, mission, and organizational values, these priorities and the sub-parts make up the Town of Westlake's strategic framework for guiding decisions in the coming three years.

Priority A. Financial Sustainability

Description: Ensure a strong financial outlook through careful planning and sustainable service levels to meet Westlake's current and future needs.

Goals	Strategies
1. Maintain minimum general fund reserves at or above minimum reserve policy throughout life of the long-range financial forecast	a) Review Town minimum reserve and use of reserves policies annually b) Establish a use of reserves policy that identifies Council approved uses of reserves c) Update the Town's long-range financial forecast annually using proposed budget as the baseline budget in the forecast
2. Establish maximum annual financial support levels for Westlake Academy	a) Review Academy minimum reserve policies annually b) Establish a maximum annual financial support policy from the Town's General Fund expressed as dollar amount and/or as a percentage of Academy annual operating costs. Municipal funding amounts could be influenced by revenue gained from state funding and donations each year, with a goal of decreasing the dollar value equivalent to not greater than $1 million per year starting in FY 2026-27. c) Update the Academy's long-range financial forecast annually using proposed budget as the baseline budget in the forecast

Priority A. Financial Sustainability	
Goals	**Strategies**
3. Create priority-based budget every other fiscal year	a) Assess community priorities that inform an update to the adopted strategic plan priorities b) Update the Town and Academy strategic plan to inform fiscal and program priorities c) Develop proposed biennial budgets for each of the Town and Academy departmental/programs reflective of updated strategic plan priorities d) Evaluate cost-efficient alternatives to existing service delivery methods for highest-priority services e) Update long-range financial forecast to determine revenue/resource availability to fund programs f) Determine if resource availability requires changes/reductions to existing programs using priority levels
4. Develop a compensation policy	a) Develop a compensation policy to include benefits that are approved by the Town Council and Board of Trustees and used by the Town and Academy in preparing annual budgets b) Create a list of agreed upon comparison municipalities and school districts/private/and charter schools c) Develop a compensation policy to include desired percentile and “band of competitiveness” targets of the comparison municipalities and school districts etc. d) Reevaluate the desired compensation, benefits package every three years with cost of living raises throughout the package as needed to stay in the desirable range of pay for all positions

Priority A. Financial Sustainability	
Goals	**Strategies**
5. Reduce spending based on the Council adopted fiscal model	a) Use priority-based approach to reduce Town annual General Fund expenditures by 3% b) Decrease Westlake Academy's annual General Fund expenditure by $500K c) Evaluate a minimum of two Town Departments a year for cost-efficiency opportunities
6. Increase Town revenues	a) Identify opportunities for increased revenues b) Increase the Town's revenues, outside of ad valorem taxes, by 5% over the next two years c) Increase the Blacksmith funding from the Westlake Academy Foundation by 25% over the next two years

Priority B. Westlake Academy

Description: Provide a world-class education for college-bound students to achieve their highest potential.

Goals	Strategies
Financial Sustainability	
1. Create a plan to increase Westlake Academy revenue and donations	a) Collaborate with the Westlake Academy Foundation to establish goals and priorities b) Identify revenue options and alternatives (e.g., assess the need to add additional classes by grade, add private class offerings, etc.) c) Evaluate options with the Board of Trustees d) Prepare the plan for adoption e) Develop an action plan to address immediate priorities
2. Improve operational effectiveness at the Academy	a) Assess Academy operations for academic, administrative and facilities management departments, divisions and programs b) Identify waste and redundancy c) Prioritize improvements and actions d) Track and monitor resource expenditures e) Report outcomes to the Town Council/Board of Trustees
Educational Programming	
3. Work with local and state legislators to prioritize equitable charter school funding	a) Develop informational materials b) Engage partners and parents c) Schedule and meet with local and state legislators d) Identify next steps after initial meetings

Priority B. Westlake Academy	
Goals	**Strategies**
4. Prioritize the International Baccalaureate education model	a) Annually review curriculum offerings b) Identify curriculum options for students with proficiencies unrelated to STEM
5. Assess and improve instructional methods across the campus	a) Assess faculty performance and use of supplemental curriculum b) Identify gaps and develop improvement plans
Campus Facilities	
6. Identify capital improvements and facilities for expanded programming	a) Develop a campus facilities master plan b) Prioritize facilities improvements and identify funding sources c) Align campus facilities with the Town
7. Create a maintenance and improvement plan for campus facilities and grounds	a) Conduct an assessment of campus facilities b) Identify priority improvements based on programming and need c) Present to Town Council/Board of Trustees for adoption d) Prepare annual maintenance and improvement work plan for facilities and grounds

Priority C. Development and Economic Growth

Description: Pursue intentional economic development initiatives that attract, retain, and expand businesses, promote job creation and deliver a diversified tax base.

Goals	Strategies
1. Update the Comprehensive Plan	a) Prepare work plan for updating the Comprehensive Plan b) Conduct public engagement c) Identify draft land use and development vision and goals d) Prepare draft Comprehensive Plan e) Review draft plan with the Town Council f) Adopt plan and initiate implementation
2. Create a mixed-use zoning district	a) Prepare objectives and strategies within a work plan to develop the new zoning chapter b) Work with Council and Town stakeholders to identify options for mixed used development based on building form and placemaking for a town center c) Draft zoning options for mixed-use development and identify text and map recommendations d) Schedule public hearing with the Town Council to discuss options and recommendations
3. Create an economic development incentive policy	a) Review current economic development incentives b) Assess economic development incentives used in competitor jurisdictions c) Develop draft criteria for economic development incentives and criteria
4. Develop a retail development strategy	a) Develop a request for proposals for a retail strategist b) Identify current and projected retail demand and gaps for the Westlake trade area c) Develop a targeted approach for priority service providers

Priority C. Development and Economic Growth	
Goals	**Strategies**
5. Complete quarterly business check-ins	a) Schedule business check-ins b) Develop to-dos and next steps c) Prepare quarterly progress reports
6. Update the land use and development process	a) Assess current land use and development regulations and processes b) Map current workflow for processing applications and development plans and cycle times c) Identify process improvements

Priority D. Infrastructure Investment

Description: Maintain, replace, and expand Westlake's capital assets for community development and growth.

Goals	Strategies
1.Complete a water systems engineering review	a) Engage internal and professional engineers to review the current Westlake water system infrastructure b) Submit recommendations for maintenance or replacement of infrastructure for Council consideration c) Replace equipment, vehicles, technology, and personnel resources to align with water systems engineering review
2. Prepare a comprehensive infrastructure assessment with recommendations for improvement	a) Create maintenance programs for the water system, wastewater system, storm drain system, roadways, parks, and pathways b) Specify a minimum number of annual inspections and criteria for completing capital improvement recommendations for all Town and Academy infrastructure and facilities
3. Create future water infrastructure expansion plans	a) Create a plan for future expansion of the water system to facilitate future development and increase redundancy in the current system b) Complete and routinely update the water model c) Make recommendations for future water system improvements d) Add agreed upon improvements to the capital improvement plan
4. Invest in Westlake Academy infrastructure expansions	a) Initiate a capital funding campaign through the Foundation for a future Westlake Academy performance hall b) Obtain external funding equivalent to at least 50% of necessary funding from external sources

Priority E. Communication – Resident and Stakeholder Engagement

Description: Provide meaningful and consistent communication to keep residents, partners, and stakeholders informed and engaged.

Goals	Strategies
1. Develop Council communication priorities and strategy	a) Capitalize on the priorities laid out by Council, including creating specific communication pieces for the strategic plan priority areas b) Tailor these messages to residents, parents, corporate partners, and stakeholders, but have specific angles on how each group is impacted and involved in each priority
2. Create communications that focus on retention and recruitment of personnel, residents, businesses, and other stakeholders	a) Create communications that focus on retention/recruitment for Westlake Academy parents b) Create communications that focus on retention/recruitment for Westlake Academy staff c) Create communications to keep residents engaged in Town activities d) Create communications that focus on corporate partner retention and recruitment
3. Host town hall meetings and forums	a) Hold town hall meetings and forums, including: ◦ Neighborhood meetings with residents, staff, and Council to discuss important issues facing the community ◦ Gatherings with Westlake Academy administrators and parents to discuss issues facing the school b) Hold homeowner's associations (HOA) meetings with Town of Westlake representatives
4. Establish Town Council/Board of Trustees ambassadors	a) Ensure residents and stakeholders are informed about what is happening at Westlake Academy and around Town to serve as de facto communications team members b) Promote the use of "spread the word" community events using multi-communications channels

Priority E. Communication - Resident and Stakeholder Engagement	
Goals	**Strategies**
5. Establish the "Westlake Together" initiative	a) Promote key aspects of the Town, Westlake Academy, and corporate partners as one collective b) Ensure communication promotes alignment of the Town, Academy, and corporate partners, residents, etc., rather than separate features c) Create a "Westlake Together" campaign that highlights what makes the Town special d) Execute communications campaign for "moving past the guard gates" to show a united Westlake community

Priority F. Public Safety

Description: Ensure a safe community through excellence in the delivery of fire, emergency management services, court, and police services.

Goals	Strategies
1. Ensure fire response capabilities align with the established standards	a) Track response times by service type b) Assess response times b) Implement improvements to operational readiness and effectiveness
2. Strengthen Firefighter and emergency medical service training	a) Increase hands-on skills training annually for each firefighter b) Complete task books for new firefighters, step-up Driver/Engineers, and step-up Captains c) Conduct quarterly simulation exercises for the National Fire Protection Agency (NFP) 1410 evolutions
3. Enhance emergency management education, tools and resources	a) Develop a robust emergency management education program to prepare personnel, community stakeholders, and residents for effective disaster response and recovery b) Align educational content with Federal Emergency Management Agency (FEMA) guidelines, National Incident Management System (NIMS) protocols, and industry best practices c) Offer courses through multiple platforms, including in-person workshops, virtual classes, and self-paced online modules
4. Ensure efficient court operations through the effective use of technology	a) Identify best practices among regional court operations and technology applications b) Research and recommend friendly online payment systems for courts
5. Ensure exceptional customer service by competent, skilled, and knowledgeable staff	a) Cross train personnel in municipal court functions b) Fund training of municipal court employees to improve court knowledge and promote customer service efficiency

Future of Westlake

The Strategic Plan will guide our community's growth and sustainability over the next seven years, building on our established tradition of inclusive and forward-thinking planning. This plan is informed by active public engagement and reflects our commitment to strategic development.

Central to our achievements is Westlake Academy, a testament to our ongoing dedication to educational excellence and innovation. Serving both local and broader communities, the Academy exemplifies our commitment to fostering positive changes and continuous improvement in our services and operations.

The strong tradition of strategic planning in Westlake is led by the Town Council and implemented by a dedicated team led by the Town Manager and comprised of the Westlake Academy, department heads, and staff. This Strategic Plan outlines the changes we aim to achieve and serves as a roadmap to the future, helping us to plan and adapt to financial and economic development challenges and opportunities using a refined approach. We will work from an Implementation Action Plan and department work plans, providing regular updates to the Town Council about key performance indicators and the use of resources. An annual review will be conducted at the beginning of the budget process each year to reaffirm our strategic priorities and goals that will drive decisions about resource allocation.

With this plan, the Town Council, leadership, and staff have been intentional about creating a document that truly connects the work of our offices and departments with overarching goals, initiatives, and strategies. This Strategic Plan does not shy away from the complexities of our shared community challenges. It embraces collaboration, connecting the work of multiple departments through a series of overarching strategies.

Future of Westlake

This 2025 to 2032 Strategic Plan is a dynamic guide for our organization and will serve as a framework for future conversations and decisions about how Westlake can continue to improve
service delivery and prepare for whatever the future holds. We look forward to continuing to serve you and the community, and to work with you to address the challenges and opportunities ahead. We would like to extend our sincere gratitude to our residents for their invaluable contributions to the development of the Strategic Plan. Your participation in surveys, attendance at focus group meetings, and investment of time and effort have been pivotal in shaping our strategies and vision. We also thank our dedicated leaders and community partners for their support and collaboration. Your efforts in providing guidance, resources, and expertise have been crucial in the successful formation of this plan. Our commitment remains steadfast in meeting your needs while delivering exceptional, responsive, and sustainable services.

We deeply appreciate all individuals who participated in surveys, attended focus group meetings, and invested their time and effort into shaping our strategy and vision in collaboration with our planning consultants. Your insights and dedication have been pivotal in the creation of this plan. We especially would like to thank our Town Manager, Town department heads and executives, Westlake Academy leaders, various Town and all other key personnel, community members and community partners. We would like to acknowledge our outstanding staff, whose dedication to serving the Westlake community is truly commendable. Your daily efforts in delivering high-quality services are the foundation of our success, and we are grateful for your continued service.

bakertilly
now, for tomorrow.

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

File #: WA RES 25-02 v2 **Agenda Date:** 2/18/2025 **Agenda #:** F.2.

ACADEMY STAFF REPORT RECOMMENDATIONS

Discuss, consider and act regarding WA Resolution 25-02 to add one additional section of 4th grade to Westlake Academy for School Year 2025-2026 (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School

BACKGROUND:

In response to the Baker Tilly report, which identified opportunities for increased revenue generation, as well as to provide increased access to the community, Westlake Academy is proposing to add an additional 4th grade class for SY 25-26.. This addition was designed not only to meet growing demand but also to strengthen enrollment and enhance the Academy's financial sustainability, creating more opportunities for both students and the institution.

DISCUSSION:

Adding a 4th grade class to Westlake Academy will help accommodate the growing demand for enrollment, addressing the current waitlist and providing more opportunities for students. By expanding the grade offering, the Academy can reduce waitlist pressures while maintaining its commitment to smaller class sizes and personalized attention. This addition also supports the Academy's long-term growth and sustainability by mitigating the impact of the attrition that often occurs at the secondary level.

FISCAL IMPACT:

4th Grade Class: one additional teacher (salary and benefits) and desks/furniture for one classroom. The start-up costs will be covered by the first-year revenue. Additional years will see increased revenue as the classroom will already be outfitted with furniture and desks.

STAFF RECOMMENDATION:

The administration met and reviewed the information from the Baker Tilly report. We recommend the addition of an additional 4th grade classroom for SY 25-26.

ATTACHMENT(S):

None.

BOARD OF TRUSTEES ACTION/OPTIONS:

1) Motion to approve
2) Motion to amend with the following stipulations (please state stipulations in motion)

3) Motion to table
4) Motion to deny

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

File #: RES 25-05 **Agenda Date:** 2/18/2025 **Agenda #:** F.3.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act regarding Resolution 25-05 approving and authorizing the Town Manager to enter into a contract with Holt Power Systems - Caterpillar for procurement of a 700kw on-site backup diesel generator set for the Town's water pump station in the amount of $342,481.28 utilizing Sourcewell Cooperative Purchasing Contract #092222-CAT (Cheryl Taylor, P.E., Director of Public Works).

STAFF: Cheryl Taylor, P.E., Director of Public Works

BACKGROUND:

During a heavy storm in June 2024, a power surge damaged the emergency backup generator for the pump station that supplies the entire Town of Westlake with water and needs replacement. Per the approved TCEQ's Emergency Preparedness Plan, the Town must have back-up power generator on-site to meet TCEQ requirements.

DISCUSSION:

The pump station for the Town of Westlake, located at SH377, was constructed in 2001. The single pump station feeds the Knox elevated storage tank and provides drinking water and fire protection to the entire Town of Westlake. In June of 2024, during the early morning hours, SCADA system alarms alerted Public Works staff of a power outage, and the generator had failed. Utility staff traveled to the Westlake booster station to attempt to rectify the issue. Immediately staff contacted Parker Power to help troubleshoot the issue. It was found that the diesel engine had failed resulting in a total loss of backup power to the site. This meant the pumps were not able to be activated to fill the elevated storage tank to supply the town with the typical morning usage. Assessment of the situation by both Parker Power and Waukesha Pearce determined that the existing generator had met end-of-life and parts were no longer available to repair the engine on the Generac brand generator which is original to the pump station. Both Parker Power and Waukesha Pearce are authorized generator repair shops in the metroplex.

Staff then contacted Freese and Nichols Engineering to determine the best course of action for the replacement of the failed generator. A pump station evaluation was conducted, and it was determined that the original generator was undersized and will need to be upsized to meet demands of the system as it has grown since 2001. Freese and Nichols (FNI) developed a bid package, and Public Works staff partnered with Sourcewell for the purchase of a replacement generator, which is before you tonight for your consideration of approval.

Public Works collaborated with FNI on an expedited replacement for the generator and determined that ordering the generator early and packaging the installation in a separate bid set would be the most expeditious plan, as the lead time for new generators ranged from 24 weeks to 48 weeks from date of purchase. At a future council meeting, you will be presented with a follow-up package that will include the removal and disposal of

the old generator and installation of the new generator. We anticipate the installation package to be bid later this year and will be included in the Fiscal year 2025-2026 Public Works budget.

Partnering with Sourcewell Cooperative Purchasing, two (2) bids were received from Holt Power Systems - Caterpillar and Cummins. Freese and Nichols, the Town's engineering consultant for the generator replacement provided a letter recommending award to Holt Power Systems - Caterpillar, as they submitted the low bid with the shortest lead time for delivery. Holt Power Systems - Caterpillar is a reputable supplier and generator manufacturer. The contract with Holt and will include the initial start-up services at no additional charge, one set of filters and one year service maintenance (prices below).

The total cost of the purchase of the generator is as follows:

Base Bid	$334,157.78
One set of filters	$823.50
One year service maintenance	$7,500.00
Total cost of generator	$342,481.28

Funding for the purchase of the replacement generator will be through remaining American Rescue Plan Act (ARPA) funds.

FISCAL IMPACT:

The total cost for a purchase of a replacement emergency backup generator for the pump station is $342,481.28 which will include the initial start-up services, one set of filters and one year service maintenance and will be funded through ARPA funds.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 25-05 authorizing the Town Manager to enter into a contract with Holt Power Systems - Caterpillar for procurement of a 700 kw diesel generator set for the Town's water pump station in the amount of $342,481.28 utilizing Sourcewell Cooperative Purchasing Contract #092222-CAT

ATTACHMENT(S):

1. Resolution 25-05
2. Letter of Recommendation 2-7-25

TOWN COUNCIL ACTION/OPTIONS:

1) Motion to approve
2) Motion to amend with the following stipulations (please state stipulations in motion)
3) Motion to table
4) Motion to deny

TOWN OF WESTLAKE

RESOLUTION NO. 25-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH HOLT POWER SYSTEMS – CATERPILLAR FOR PROCUREMENT OF A 700KW ON-SITE BACKUP DIESEL GENERATOR SET FOR THE TOWN'S WATER PUMP STATION IN THE AMOUNT OF $342,481.28 UTILIZING SOURCEWELL COOPERATIVE PURCHASING CONTRACT #092222-CAT

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

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

WHEREAS, the Town Council recognizes the importance of replacing aging infrastructure to ensure proper and reliable delivery of drinking water to the residents, schools, and commercial properties and campuses within the Town; and,

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

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

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

SECTION 2: That the Town Council for the Town of Westlake does hereby approve the agreement with Holt Power Systems - Caterpillar for procurement of a 700kw on-site backup diesel generator set for the Town's water pump station and further authorize the Town Manager or designee to execute this contract.

SECTION 3: That the procurement of the on-site backup diesel generator meets Local Government procurement guidelines by utilization of the Sourcewell Cooperative Purchasing Contract #092222-CAT.

SECTION 3: That the funding for the purchase of an on-site backup diesel generator will be through remaining American Rescue Plan Act (ARPA) funds

SECTION 4: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 5: That this Resolution shall become effective from and after its date of passage.

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

_____
Kim Greaves, Mayor

ATTEST:

_____
Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

_____
L. Stanton Lowry, Town Attorney

EXHIBIT A

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February 7, 2025

Cheryl Taylor, P.E.
Director of Public Works - Town of Westlake
1500 Solana Boulevard - The Terraces
Building 7, Suite 7200
Westlake, TX 76262

Re: Generator Early Procurement Package
Recommendation of Award

Dear Ms. Taylor:

Bids were received for the above-referenced package on January 20/21, 2025 via the Sourcewell Cooperative Purchasing Process. The early procurement package consists of a back-up diesel generator for the Town's Pump Station. A total of two bids were received. A summary of the bid results is provided in the table below.

Bid Summary

Bidder	Base Bid	Lead Time
Holt Power Systems - Caterpillar	**$342,481.28***	**26 Weeks**
Cummins	$384,244.00	48 Weeks

* Holt Power Systems base bid was $334,157.78. The cost listed in the table above includes $823.50 for spare filters for the generator and $7,500 for one year of service maintenance that were required per the generator specification.

Holt Power Systems submitted the low bid for the generator at $342,481.28.

Holt Power Systems - Caterpillar is a reputable supplier/generator manufacturer, and they are currently providing generators for other current Freese and Nichols Water/Wastewater Projects. It is recommended that a contract for the purchase of the generator be awarded to Holt Power Systems in the amount of $342,481.28.

If you have any questions, please call me at (817) 735-7369.

Sincerely,

Jeffrey N. Hensley

Jeffrey N. Hensley, P.E.
Project Engineer

Attachments – Bid Proposals

HOLT POWER SYSTEMS – CATERPILLAR PROPOSAL

Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Quote No: 31455409 C
Quote Date: January 23, 2025
Expires: February 23, 2025

Sourcewell Contract no: 092222-CAT

Re: West Lake Pump Station
1-C18 Caterpillar 700kw diesel generator set
1-Free Stand fuel polisher system

We are pleased to submit the following confirmation of our quote. Holt Power Systems proposes to furnish this equipment at the attached quoted price.

We will arrange for initial start-up services at no additional charge. These services include a check of wiring continuity, safety shutoffs and controls; including automatic transfer switches or paralleling gear on and related to the unit that we supply. A load bank test is also included per the specifications. We will arrange for the load banks and the personnel to conduct the test, however we look to you to provide the fuel for the test. All work is to be conducted during normal Holt working hours (Monday –Friday, 7:30 AM – 4:30 PM, excluding national holidays) unless otherwise stated with in this quotation. (Please provide at least two-week notification before startups). Installation is to be by others.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Ronnie Tyler
Engine Sales Representative
Phone: 817/307-8410
E-mail: Ronald.tyler@holtcat.com

CATERPILLAR C18 700KW Standby RATED TIER II

STANDBY POWER
EPA/CARB TIER II
UL 2200 LISTED PACKAGE GEN SET
NO IBC CERTIFICATION
60HZ 480 VOLT (WYE)
60 Hz, 700 kW W/Fan
C18 480V 60 HZ PKG 500 CERTF II
LC7224L AREP ALT
ECS 100 CONTROL PANEL
ENGLISH INSTRUCTION LANGUAGE
YEAR GOLD POLICY ESC (WARRANTY)
GENERAL EPG
CONSTRUCTION
STANDBY POWER
STANDARD ELECTRONIC GOVERNOR
CONTRO PANEL MOUNTING LEFT
LOCAL ANNUNCIATOR
1500:5 CT RATIO
SINGLE CIRCUIT BREAKER
1200A SINGLE MANUAL CB LS/I
GENERATOR TESTED AT FLC
POWER CENTER - RH MOUNTED
NEUTRAL BAR NDTS1
CB CABLE GP ABB/T6-1200
NEUTRAL CABLE GP 1200A
WIDE BASE
GEN MOUNTING DUCT PLATE
SOUND ATTENUATED CAT ENCLOSURE
STANDARD RADIATOR
FLEXIBLE EXHAUST CONNECTION
AIR CLEANER – STANDARD DUTY
INTEGRATED VOLTAGE REGULATOR
STANDARD WET BATTERY
STD TESTING - GENERATOR SET
CAT DECALS
PGS TEST REPORT @ 0.8 PF

HOLT SUPPLIED ACCESSORIES

UL142 48HOUR BASE TANK
Start up after installation by others
On site load banking
Cable for load banking
Travel for tech
Miles for tech

Local, state or TERP taxes, which may be applicable, are not included.

Sourcewell Pricing with discounts as displayed below:

Caterpillar List Price DG700-PGAM	$340,228.57
Sourcewell discount for the above 33%	(112,275.43)

Other items essential to order which also includes a 5% Sourcewell discount

	Retail	5% discount	Total
Freight-Factory	5,684.33	284.22	5400.11
Freight-Local	1,768.46	88.42	1680.04
Engineer fee (Holt)	2,273.73	113.69	2,160.05
Remote fuel polisher	22,611	1,130.55	21,480.45
Startup Service	17,143.94	857.20	16,286.74
12' vents	8,842.29	442.11	8,400.18
On site Pressure test (tank)	7,617.00	380.85	7,236.15
Commissioning	6,821.20	341.06	6,480.14
Electronic O&M	63.16	3.16	60.00
Platforms:	25,895.28	1,294.76	24,600.52
Platforms made of aluminum	4,421.15	221.06	4,200.09
Freight for platforms	4,231.67	211.58	4,020.08

Total with all Sourcewell discounts **$ 334,157.78**
(Revised to include platforms)

Additional options available (for additional cost) for platforms if desired:

Adjustable legs for platforms
Aluminum construction
Extra stairs
Additional lengths

One set of filters **add $ 823.50**

Budgets for periodic maintenance programs:

PM contracts are based upon the level of service expected as well as accessibility to the package with maintenance vehicles etc. However, estimates would be as follows:

Assuming good accessibility: quarterly checks and filter changes as recommended by the manufacturer, along with a 2 hour annual load bank test

Year-1	**$7,500**
Year-2	**8,000**
Year-3	**11,000**

Total for three years $26,500 estimate

Notes:

The above proposal is based upon our review of specifications section WSK24577.

Please see the specifications review comments, which are a part of this proposal under separate cover.

Load banks. Load bank service is not included but is available for additional cost upon request. It is assumed that the generator set(s) for this project are easily accessible, and within a short distance from the area where the test load bank is to be placed. 50 feet of cable per phase (unless stated otherwise in this quote) has been allowed for this test. If longer or tougher distances are expected we will need to be notified of this and our quote will need to be adjusted accordingly.

Commissioning: No commissioning of the generator equipment is included at this time but is available upon request for additional cost. Additional trips will be charged at the prevailing field service rate appropriate for the time and date the service is rendered.

The proposed generator set above is capable of paralleling with other generator sets. It includes on board paralleling controls which will work in conjunction with the on board, electrically operated circuit breaker which also serves as the paralleling breaker. Because of this arrangement a second on board breaker can not be provided. However, an option is shown for a free-standing docking station with cam loc lugs. This arrangement would provide for both load banking as well as future paralleling without issue. (A common point of coupling would be needed in the future when paralleling is planned).

HOLT POWER SYSTEMS TERMS & CONDITIONS

Proposal **This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.**

Pricing **Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 20 days please call to verify our price.**

Taxes The above price(s) does(do) not include state and local taxes unless otherwise specifically stated**. A 1-1/2% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.**

Lead Time Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.

Automatic transfer switch(es) is(are) quoted to jobsite in approximately __ weeks after receipt of order and approved submittals and approved credit terms are agreed.

The above quoted lead-times are standard lead-times from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.

Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Holt Power Systems has made a significant commitment to ensuring we are able to quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.

Special Notes ***Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.***

Fuel Tank **Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.**

Payment Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.

Term's Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.

Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

Warranty Caterpillar standard (5year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon. GOLD POLICY

Cancellation There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.

Other Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein. This would include any control wiring to and from the generator set(s) to any automatic transfer switch(es), paralleling gear or other devices which we may or may not provide.

The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.

Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.

All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.

Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.

No NETA, infrared scanning, meg-testing or other third party testing is included unless expressly indicating in writing above.

We reserve the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and it's headquarters.

Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by Holt Power Systems. Star-ups are to be conducted between Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Otherwise our standard overtime rates will apply. All permits are to be by others.

We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.

Paralleling Unless otherwise explicitly stated above, it is assumed that the above proposal is for a single unit generator application. Startup labor, controls conversion or additions and load banking for the above equipment for a system arrangement has not been included.

Coordination Studies Coordination studies, unless specifically shown above to be included, is the responsibility of others.

Ask about our Caterpillar UPS Systems, Transfer Switches, or Paralleling Switchgear systems!

"The sweetness of a low price evaporates as soon as the bitterness of low quality begins"

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Ronnie Tyler
Holt Power Systems
Engine Sales Representative
Phone: 817/307-8410
Fax: 972/721-5844

Jeff Hensley

From: Ronald Tyler <Ronald.Tyler@holtcat.com>
Sent: Thursday, February 6, 2025 3:41 PM
To: Jeff Hensley
Cc: Andrew Franko; Kyle Flanagan; Kristin Feng; Cheryl Taylor; Jose Rodriguez
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Re: [EXTERNAL]: RE: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase
Attachments: Project Report - Westlake Pump Station _11155262 (2).pdf; ProposalForQuote31455409 C.pdf; Generator Early Procurement Package Specs - Final Sealed reviewed.pdf

Please see comments below in RED:

From: Jeff Hensley <Jeff.Hensley@freese.com>
Sent: Tuesday, February 4, 2025 2:04 PM
To: Ronald Tyler <Ronald.Tyler@holtcat.com>
Cc: Andrew Franko <asf@freese.com>; Kyle Flanagan <kflanagan@westlaketx.gov>; Kristin Feng <Kristin.Feng@freese.com>; Cheryl Taylor <ctaylor@westlaketx.gov>; Jose Rodriguez <Jose.Rodriguez@freese.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Re: [EXTERNAL]: RE: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Ronnie,

We reviewed the proposal and had the following questions/clarifications:

1. Verify attendance at pre-submittal meeting and post submittal meeting (if required) per Spec 26 32 13, paragraph 1.04.B. Yes. We would be available.
2. On Attachment A, the table is incomplete. It is unclear on what the exact dimensions are for the generator including the service platforms. Also, the wet weight of the generator seemed low when compared to the other proposals. The capacity of the fuel tank was also left blank. The tank is 2640-Gallons. Which would be around 2376 gallons usable. I believe the spec called for 8 hours and the run time on this tank would be in excess to that run time. Dimensions: The base tank appears to be with lifting eyes, 92.78” wide. The length of the base tank is 299.52” long. The over all package height is 124.01” tall. The platforms which would sit next to the set would be 220” long and 54” wide each. SO the overall width with the generator set and the platforms would be200 .78” wide. The height of the platforms would be 48” high on each side. Weight would be: 16,700 lbs approx.. dry weight fuel would add approximately 20,000 lbs. for a total estimate of 36,700 lbs, on the pad (estimated).
3. Can you verify that the warranty requirements of Spec 26 32 13, paragraph 1.09 are met and what is the exact warranty CAT is proposing. Warranty period is for 2-years (24 months) from the start-up date/in service.

4. Can you verify if the Maintenance Service required per Spec 26 32 13, paragraph 1.10 was included in your quote. Maintenance Contract offer is to be under separate cover. Proposal to follow. Estimates on revised proposal.
5. Verify reactive load bank testing is being provided. Yes, reactive load banking at the jobsite is included.
6. Provide revised PDF of generator sizing analysis. The sizing analysis provided in the proposal had information cut off on the sides. Attached.
7. Sizing analysis shall be run using an ambient temperature of 45 deg C and ab altitude of 660 feet. Yes.
8. Sizing analysis appears to show no load on the 30kVA transformer. The transformer should be loaded to 80% per Spec 26 32 13, paragraph 2.03.K.3.a. revised
9. Can the 3rd party onsite sound testing be provided per Spec 26 32 13, paragraph 3.04.D.10. None has been included. We can go out for a proposal and adjust accordingly.
10. Verify CAT is responsible for costs to ship, deliver and offload at the site. Ship to location is included. Off loading is to be by other.
11. Verify spares are being provided per Spec 26 32 13, paragraph 1.11. Spare filters added onto proposal
12. Verify that two separate circuit breakers are being provided, one for normal generator connection and one to connect an external load bank. Yes, 1-1200A CB for loads, 1-1200A CB for load bank.
13. Verify generator breakers are provided with LSIG protection and are 100% rated. The CBs are LS/I and the generator controls includes a protective ground fault relay for the package. The CBs are 100% rated.
14. Are service platforms being provided in aluminum material construction per Spec. 26 32 13, paragraph 2.15. Apologies, the adder for aluminum platforms were mistakenly shown as platform frt. And platform freight was omitted. Revised proposal shows new totals.
15. The proposal sheet with all the pricing has a typo. The cost for the freight of the platforms should be $4200.09. Correct. That has been corrected, and now is reflected as adder for Aluminum platforms and platform frt. is now additionally shown.
16. The proposal includes a cost for commissioning, but it also states "....No Commissioning is included...." Which is correct. Start-up is traditionally considered commissioning and is included.

If we can get answers to these and any revisions to your proposal by the end of the day Wednesday that would be great. We need to provide a letter of recommendation to the City by this Friday, February 7th to take to their Council for approval. If you have any questions or need clarification let me know.

Thanks

Jeffrey N. Hensley, P.E.
Principal/Vice President
Electrical Group

Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
817-735-7369 office
817-735-7491 fax

www.freese.com

From: Ronald Tyler <Ronald.Tyler@holtcat.com>
Sent: Thursday, January 23, 2025 12:34 PM
To: Cheryl Taylor <ctaylor@westlaketx.gov>

Cc: Jeff Hensley <Jeff.Hensley@freese.com>; Andrew Franko <asf@freese.com>; Kyle Flanagan <kflanagan@westlaketx.gov>; Kristin Feng <Kristin.Feng@freese.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Re: [EXTERNAL]: RE: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Hi Cheryl, sorry for the shortage of information.

1. Attached is the sizing report which confirm the C18 PGAM as the appropriately sized generator package
2. The lead time on this particular product after approval is roughly 20-26 weeks after release of submittals
3. Submittal lead times:
4. 4-8 weeks estimate
5. Attachment A now included with weight and dimensions estimates, consumption rates etc.
6. Platform detail now included and added to proposal.

Please let me know what else you may need.

Thanks!

From: Cheryl Taylor <ctaylor@westlaketx.gov>
Sent: Thursday, January 23, 2025 8:57 AM
To: Ronald Tyler <Ronald.Tyler@holtcat.com>
Cc: Jeff Hensley <Jeff.Hensley@freese.com>; Andrew Franko <asf@freese.com>; Kyle Flanagan <kflanagan@westlaketx.gov>; Kristin Feng <Kristin.Feng@freese.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Re: [EXTERNAL]: RE: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Ronald,

Just glancing at the proposal, it is missing the following:

Generator sizing analysis
Attachment A (end of generator specification) needs to be filled out.
Proposal was missing lead times to get submittal drawings and lead times to manufacturer generator

I have emailed our design consultant in case I've missed something. Please reply to all with any responses or additional submittals.

Thanks,

Cheryl Taylor, P.E.
Director of Public Works

From: Ronald Tyler <Ronald.Tyler@holtcat.com>
Sent: Wednesday, January 22, 2025 2:11 PM
To: Cheryl Taylor <ctaylor@westlaketx.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] Re: [EXTERNAL]: RE: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

CAUTION: This email is from an EXTERNAL source.

Cheryl, thanks so much for the opportunity. Here is our proposal. Please let me know of any questions you may have.

From: Cheryl Taylor <ctaylor@westlaketx.gov>
Sent: Tuesday, January 14, 2025 12:23 PM
To: Ronald Tyler <Ronald.Tyler@holtcat.com>
Subject: RE: [EXTERNAL] Re: [EXTERNAL]: RE: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Caution: This message is from an untrusted sender. Exercise caution when opening attachments or clicking links.

That's great news! Thanks so much.

Cheryl Taylor, P.E.
Director of Public Works

From: Ronald Tyler <Ronald.Tyler@holtcat.com>
Sent: Tuesday, January 14, 2025 11:34 AM
To: Cheryl Taylor <ctaylor@westlaketx.gov>
Subject: [EXTERNAL] Re: [EXTERNAL]: RE: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Hi Cheryl, Sorry for the slow response. We'll get this turned around for you!

My goal is to provide legendary customer service.

Did I earn a 10 today? Please share your feedback.

Holt-Cat

Ronnie Tyler

817/307-8410 cell phone

From: Cheryl Taylor <ctaylor@westlaketx.gov>
Sent: Tuesday, January 14, 2025 11:29 AM
To: Ronald Tyler <ronald.tyler@holtcat.com>
Cc: Kyle Flanagan <kflanagan@westlaketx.gov>; Jeff Hensley <Jeff.Hensley@freese.com>; Andrew Franko <asf@freese.com>; Kristin Feng <Kristin.Feng@freese.com>
Subject: [EXTERNAL]: RE: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Good morning, Ronald.

Just following up to see if you had any questions on the attached specification and to see if we can expect pricing from you for our project. We look forward to hearing back from you. If there is someone else we need to send this to, please forward their information.

Thanks,

Cheryl Taylor, P.E.
Director of Public Works

THE TOWN OF WESTLAKE
DISTINCTIVE BY DESIGN

From: Cheryl Taylor
Sent: Friday, December 20, 2024 12:27 PM
To: Cheryl Taylor <ctaylor@westlaketx.gov>
Cc: Kyle Flanagan <kflanagan@westlaketx.gov>; Jeff Hensley <Jeff.Hensley@freese.com>; Andrew Franko <asf@freese.com>; Kristin Feng <Kristin.Feng@freese.com>
Subject: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Good afternoon.

The Town of Westlake is interested in purchasing a generator to replace the outdated generator at the town's pump station. Attached are specifications from the design engineer with submittal procedures and a Submittal Data Sheet for 26 32 13 Engine Generators (Attachment A). Due to lead times, the Town of Westlake will prepare plans and bid documents for the installation and site prep that will be completed prior to delivery of the generator. This solicitation is for the procurement of the generator.

Purchase of the generator shall be through Sourcewell – Town of Westlake Account #183219.

Please confirm receipt and let us know if you plan to submit a bid. Bids shall be accepted through Wednesday, January 22, 2025 at 5:00 p.m. Bids will be evaluated, and a recommendation will be taken to Town Council for approval in February, 2025.

Please respond to all on this email with confirmation and submittal of your bid.

We appreciate your consideration of our project and look forward to hearing from you.

Happy holidays to all.

Cheryl Taylor, P.E.
Director of Public Works

THE TOWN OF WESTLAKE
DISTINCTIVE BY DESIGN

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TOWN OF WESTLAKE

SPECIFICATIONS FOR

Generator
Early Procurement

Bid Set

THE TOWN OF WESTLAKE

DISTINCTIVE BY DESIGN

December 2024

paralleling is available on or off skid. one skid only allows 1 CB due to it being used to synch and close with electronic operation. off skid still possible with off skid controls and EO breaker(s).

00 01 07 DESIGN PROFESSIONAL SEALS

	**Division:** **01, 26**

TOWN OF WESTLAKE
GENERATOR – EARLY PROCUREMENT

TABLE OF CONTENTS

DIVISION 01

GENERAL REQUIREMENTS

01 33 00 DOCUMENT MANAGEMENT

1.00 GENERAL

c 1.01 WORK INCLUDED

A. Submit documentation as required by the Procurement Contract Documents and as reasonably requested by the Owner's Project Team.

c 1.02 QUALITY ASSURANCE

A. Submit legible, accurate, complete documents presented in a clear, easily understood manner. Documents not meeting these criteria will be returned without review.

c 1.03 MANUFACTURER'S RESPONSIBILITIES

A. Review documents prior to submission. Make certifications as required by the Procurement Contract Documents and as indicated on the forms provided by the Project Construction Manager.

B. Provide a list of the documents that are to be submitted, the dates on which documents are to be sent to the Project Construction Manager for review, and proposed dates that submittals must be returned to comply with the project schedule. Use the form provided by the Project Construction Manager for this list.

c 1.04 SUBMITTAL PROCEDURES

A. Submit all documents in digital format for processing.

1. Provide all information requested for each type of document. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Submit all attached documents in Portable Document Format (PDF).

we are unfamilar with Bluebeam but submittals to be PDF

a. Create PDF documents using Bluebeam Revu software or other compatible software that will create files that can be opened and annotated using Bluebeam Revu software.

b. Create PDF documents from native format files unless files are only available from scanned documents.

c. Rotate pages so that the top of each document appears at the top of the monitor screen when opened in PDF viewing software.

d. Submit PDF documents with adequate resolution to allow documents to be printed in a format equivalent to the document original. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 11 x 17 paper.

e. Submit color PDF documents where color is required to interpret the document.

f. Create or convert documents to allow text to be selected for comments or searched using text search features. Run scanned documents through Optical Character Recognition (OCR) software if necessary.

g. Flatten markups in documents to prevent markups made by Manufacturer from being moved or deleted. Flatten documents to allow markup recovery.

h. Use Bluebeam Revu software to reduce file size using default settings except the option for “Drop Metadata”. Uncheck the “Drop Metadata” box when reducing file size.

i. Add footers to each document with the Project name.

C 1.05 SUBMITTAL REQUIREMENTS

A. Furnish documents as indicated in individual Specification Sections. Submit documents per the procedures described in the Procurement Contract Documents.

B. Submit documents per the Specification Sections shown in the following table:

Document Type	Specification Section
Certified Test Report	01 33 02
Equipment Installation Report	01 75 00
Notification by Manufacturer	01 31 13
Operation & Maintenance Manuals	01 33 04
Shop Drawing	01 33 02

2.00 PRODUCTS (NOT USED)

3.00 EXECUTION (NOT USED)

END OF SECTION

01 33 02 SHOP DRAWINGS

1.00 GENERAL

C 1.01 WORK INCLUDED

A. Shop Drawings are required for those Goods that cannot adequately be described in the Procurement Contract Documents to allow fabrication, erection, or installation of the Goods without additional detailed information from the Manufacturer.

B. Submit Shop Drawings required by the Procurement Contract Documents and as requested by the Owner's Project Team to:

1. Record the Goods to be provided to the Owner for the Project;
2. Provide detailed information for fabricating, installing, commissioning, and testing of the Goods; and
3. Allow the Design Professional to advise the Owner if Goods proposed for the Project by the Manufacturer conform, in general, to the design concepts of the Procurement Contract Documents.

C. Participate in submittal related meetings in accordance with Section 01 31 13 "Project Coordination."

D. Manufacturer's responsibility for full compliance with the Procurement Contract Documents is not relieved by Owner's Project Team's review of Shop Drawings. Modifications can only be approved by Change Order or Field Order.

C 1.02 QUALITY ASSURANCE

A. Submit legible, accurate, complete documents presented in a clear, easily understood manner. Shop Drawings not meeting these criteria will be rejected.

B. Demonstrate that the proposed Goods fully comply with the design criteria and requirements of the Procurement Contract Documents or will comply if the deviations requested per Paragraph **1.07** are approved.

C. Furnish and install Goods that fully comply with the information included in the submittal.

C 1.03 MANUFACTURER'S RESPONSIBILITIES

A. Shop Drawings are required for the following items:

1. Generator submittals shall be as described in the Division 26 technical specifications.

B. Schedule:

1. Submit Shop Drawings so production of the Goods will not be delayed.
2. Allow a reasonable time for the review of Shop Drawings and include time for making revisions to the Shop Drawings as well as resubmitting the Shop Drawing for a least a second review. Assume a 21-day review cycle for each time a Shop Drawing is submitted for review unless a longer period is indicated in the Procurement Contract Documents.

3. Allow adequate time for ordering, fabricating, delivering, and installing Goods so construction of the Project is not delayed.

as they pertain to the generator package

C. Review Shop Drawings before they are submitted.

1. Prepare and review the Shop Drawing. Coordinate the Shop Drawing with other Shop Drawings and the Procurement Contract Documents.

2. Determine and verify specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to Shop Drawings.

3. Determine and verify the suitability of Goods offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work.

4. Determine and verify information relative to Manufacturer's responsibilities for means, methods, techniques, sequences, procedures of installation, and safety precautions and programs incident thereto.

D. Determine and verify:

1. Field measurements, quantities, and dimensions are shown on the Shop Drawing and are accurate;

2. Location of existing structures, utilities, and equipment related to the Shop Drawing have been shown and conflicts between the Goods, existing structures, utilities, and equipment have been identified;

3. Conflicts that impact the installation of the Goods have been brought to the attention of the Owner's Project Team through the Project Construction Manager; and

4. Shop Drawings are complete for their intended purpose.

E. Review Shop Drawings prior to submitting to the Project Construction Manager. Certify that all Shop Drawings have been reviewed by the Manufacturer and are in strict conformance with the Procurement Contract Documents as modified by Addenda, Change Order, or Field Order when submitting Shop Drawings.

F. Fabrication or installation of any Goods prior to the approval of Shop Drawings is done at the Manufacturer's risk. Defective Goods will be rejected.

G. Payment will not be made for Goods for which Shop Drawings are required until these are approved by the Owner's Project Team.

1.04 SUBMITTAL REQUIREMENTS

A. Provide adequate information in Shop Drawings so Design Professional can:

1. Assist the Owner in selecting colors.

2. Compare the proposed features of the Goods with the specified features and advise Owner that the product does, in general, conform to the Procurement Contract Documents.

3. Compare the performance features of the proposed Goods with those specified and advise the Owner that the Goods do, in general, conform to the performance criteria specified in the Procurement Contract Documents.

4. Review required certifications, guarantees, warranties, and service agreements for compliance with the Procurement Contract Documents.

B. Include a complete description of the Goods to be furnished, including:

1. Type, dimensions, size, arrangement, model number, and operational parameters of the components;

2. Weights, gauges, materials of construction, external connections, anchors, and supports required;

3. Performance characteristics, capacities, design data, motor curves, and other information necessary to allow a complete evaluation of mechanical components;

4. All applicable standards including ASTM or Federal specification numbers;

5. Fabrication and installation drawings, setting diagrams, manufacturing instructions, templates, patterns, and coordination drawings; and

6. Wiring and piping diagrams and related controls.

C. Submit Shop Drawings that require coordination with other Shop Drawings at the same time. Shop Drawings requiring coordination with other Shop Drawings will be rejected until a complete package is submitted.

D. Submit information for all of the components and related equipment required for a complete and operational system in one Shop Drawing.

1. Include electrical, mechanical, and other information required to indicate how the various components of the system function together as a system.

2. Provide certifications, warranties, written guarantees, and service contracts with the submittal package for review when these are required.

1.05 SPECIAL CERTIFICATIONS AND REPORTS

A. Provide all required special certifications, reports, and other documentation with the Shop Drawings as specified in the individual Specification Sections which may include:

Testing agency by others

1. Certified Test Reports (CTR): A report prepared by an approved testing agency giving results of tests performed on Goods to indicate their compliance with the Specifications. This report is to demonstrate that the Goods will meet the requirements of the Procurement Contract Documents when installed and is part of the Shop Drawing. Field tests may be performed by the Owner to determine that installed Goods meet the same quality as indicated in the CTR submitted as part of the Shop Drawing.

2. Certificate of Adequacy of Design (CAD): A certified letter from the Manufacturer of the equipment stating that the equipment has been designed to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter must state that

mechanical and electrical components have been adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.

1.06 SHOP DRAWING SUBMITTAL PROCEDURES

A. Submit all documents in digital format for processing.

1. Provide all information requested for Shop Drawings. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Submit all attached documents in Portable Document Format (PDF) per Section 01 33 00 "Document Management."

3. Submit each specific product, class of material, or equipment system separately so these can be tracked and processed independently. Do not submit Shop Drawings for more than one system in the same Shop Drawing.

4. Submit items specified in different Specification Sections separately unless they are part of an integrated system.

5. Define abbreviations and symbols used in Shop Drawings.

a. Use terms and symbols in Shop Drawings consistent with the Procurement Contract Drawings.

b. Provide a list of abbreviations and their meaning as used in the Shop Drawings.

c. Provide a legend for symbols used on Shop Drawings.

6. Mark Shop Drawings to reference:

a. Related Specification Sections;

b. Drawing number and detail designation;

c. Equipment designation or name;

d. Schedule references;

e. System into which the product is incorporated; and

f. Location where the product is incorporated into the Project.

B. Markup Shop Drawings for review using the following procedure:

1. Make comments and corrections in blue.

2. Highlight in black or redact items that are not being furnished when the supplier's standard drawings or information sheets are provided so that only the Goods to be provided are in their original color.

3. Make comments in green where selections or decisions by the Design Professional are required. Add explanatory comments to the markup to indicate the action proposed to be taken by the Design Professional.

4. Mark dimensions with the prefix FD to indicate field verified dimensions on the Shop Drawings.

5. Dimensions or other data that do not appear to conform to the Procurement Contract Documents will be marked as “At Variance With” (AVW) the Procurement Contract Documents or other information provided. The Manufacturer is to make revisions as appropriate to comply with Procurement Contract Documents.

C. Complete certifications required by Paragraph **1.03.E**.

1.07 REQUESTS FOR DEVIATION

A. Submit a Change Proposal per Section 01 31 14 “Change Management” to request modifications to the Procurement Contract Documents, including those for approval of a substitution for specified Goods or procedures, for deviations from the Procurement Contract Documents. A Change Proposal is required for any feature of the Goods that does not fully comply with the Procurement Contract Documents.

B. Identify each deviation as a separate item in the Change Proposal. Include all requested deviations that must be approved as a group at one time and identify them as a single item. If approval or rejection of a requested deviation will impact other requested deviations, then all related deviations should be included in that item, so the status and action can be determined on the requested deviation as a whole.

C. Include a description of why the deviation is required and the impact on Procurement Contract Price or Procurement Contract Times. Include the amount of any cost savings to the Owner for a deviation that will result in a reduction in cost.

D. Submit a Change Proposal prior to submitting the Shop Drawing. A Change Order or Field Order must be issued by the Project Construction Manager to approve a deviation.

1. A Field Order will be issued by the Project Construction Manager for deviations approved by the Design Professional if the requested deviation is acceptable and if the requested deviation will not result in a change in Procurement Contract Price or Procurement Contract Times.

2. A requested deviation will be rejected if the requested deviation is acceptable, but the requested deviation will or should result in a change in Procurement Contract Price or Procurement Contract Times.

1.08 DESIGN PROFESSIONAL AND PROJECT CONSTRUCTION MANAGER RESPONSIBILITIES

A. Shop Drawings will be received by the Project Construction Manager. Project Construction Manager will log the documents and forward to the Design Professional for review per this Section for general conformance with the Procurement Contract Documents.

1. Design Professional’s review and approval will be only to determine if the Goods described in the Shop Drawing will, after installation or incorporation into the work, conform to the information given in the Procurement Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.

2. Design Professional’s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or related programs.

3. Design Professional's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

B. Comments will be made on items called to the attention of the Design Professional for review and comment. Any marks made by the Design Professional do not constitute a blanket review of the submittal or relieve the Manufacturer from responsibility for errors or deviations from the Procurement Contract requirements.

1. Design Professional will respond to Manufacturer's markups by either making markups directly in the Shop Drawing file using red or by attaching a Document Review Comments form with review comments keyed to the Shop Drawing.

2. Shop Drawings that are reviewed will be returned with one or more of the following status designations:

   a. Approved: Shop Drawing is found to be acceptable as submitted.

   b. Approved as Noted: Shop Drawing is approved so long as corrections or notations made by Design Professional are incorporated into the Shop Drawing.

   c. Not Approved: Shop Drawing or Goods described are not acceptable.

3. Shop Drawing will also be designated for one of the following actions:

   a. Final Distribution: Shop Drawing is acceptable without further action and has been filed as complete.

   b. Shop Drawing Not Required: A Shop Drawing was not required by the Procurement Contract Documents.

   c. Cancelled: This action indicates that for some reason, the Shop Drawing is to be removed from consideration and all efforts regarding the processing of that document are to cease.

   d. Revise and Resubmit: Submittal has deviations from the Procurement Contract Documents, significant errors, or is inadequate and must be revised and resubmitted for subsequent review.

4. A Shop Drawing with a significant or substantial number of markings by the Manufacturer may be marked "Approved as Noted" and "Revise and Resubmit." These drawings are to be revised to provide a clean record of the submittal. Proceed with ordering Goods as the documents are revised.

5. A Shop Drawing will be returned without review if it apparently:

   a. Contains excessive deficiencies;

   b. Clearly does not meet the requirements of this Section for presentation or content to the point where continuing to review the document would be counterproductive; or

   c. Goods clearly do not meet the requirements of the Procurement Contract Documents

   Revise the Shop Drawing to comply with the requirements of this Section and resubmit.

6. Actions “a” through “c” will close out the Shop Drawing review process and no further action is required as a Shop Drawing. Actions “d” through “f” require follow up action to close out the review process.

7. Manufacturer is to resubmit the Shop Drawing until it is acceptable and marked “Approved” or “Approved as Noted” and is assigned an action per Paragraph **1.08.B.3** that indicates that the Shop Drawing process is closed.

1.09 RESUBMISSION REQUIREMENTS

A. Make all corrections or changes in the Shop Drawings required by the Design Professional and resubmit to the Project Construction Manager until approved.

1. Revise initial drawings or data and resubmit as specified for the original submittal.

2. Highlight or cloud in green those revisions which have been made in response to the previous reviews by the Design Professional. This will include changes previously directed to the attention to Design Professional requiring selections or decisions by the Design Professional or comment in red made by the Owner’s Project Team.

3. Highlight and cloud new items in green where selections or decisions by the Design Professional are required. Add explanatory comments to the markup to indicate the action requested of the Design Professional.

B. Pay for excessive review of Shop Drawings.

1. Excessive review of Shop Drawings is defined as any review required after the original review has been made and the first resubmittal has been checked to see that corrections have been made.

2. Review of Shop Drawings will be an additional service requiring payment by the Manufacturer if the Manufacturer submits a substitution for a product for which a Shop Drawing has previously been approved, unless the need for such change is beyond the control of Manufacturer.

3. Cost for additional review time will be billed to the Owner by the Design Professional for the actual hours required for the review of Shop Drawings by Design Professional and in accordance with the rates listed in Section 00 73 00 “Supplementary Conditions.”

4. A Set-off will be included in each Payment Application to pay cost for the additional review submitted to the Owner on a monthly basis. The Set-off will be based on invoices submitted to Owner for these services.

5. Need for more than one resubmission or any other delay in obtaining Design Professional’s approval of Shop Drawings will not entitle the Manufacturer to an adjustment in Procurement Contract Price or an extension of Procurement Contract Times.

2.00 PRODUCTS (NOT USED)

3.00 EXECUTION (NOT USED)

END OF SECTION

01 33 04 OPERATION AND MAINTENANCE DATA

1.00 GENERAL

1.01 SUMMARY

A. Prepare a complete and detailed operation and maintenance manual (manual) for each type and model of equipment or product furnished under this Procurement Contract.

B. Prepare manuals in the form of an instruction manual for the Owner. The manuals must be suitable for use in providing the operation and maintenance instructions required by Section 01 79 00 “Training of Operation and Maintenance Personnel.”

C. Provide complete and detailed information specifically for the products or systems provided for this Project. Include the information required to operate and maintain the product or system.

D. Manuals are to be provided in addition to any information packed with or attached to the product when delivered. Remove information packed with or attached to the product and include this information as an attachment to the manual.

E. Include cost for manuals provided by Suppliers and Subcontractors as described in this Section in the Cost of Work for that equipment item.

1.02 DOCUMENTATION

A. Submit manuals in accordance with Section 01 33 00 “Document Management.” Attach a copy of the Operation and Maintenance Manual Review Report form provided by the Project Construction Manager to each manual with pertinent information completed.

B. Provide one preliminary electronic copy of the manual to the Project Construction Manager for review within 15 days after review of any equipment submittal by the Owner’s Project Team.

C. Provide one electronic copy and three printed copies of the final manual after:

1. Preliminary manuals have been approved;

2. Field test records have been incorporated into the manual; and

3. Record Documents per Section 01 31 13 “Project Coordination” have been approved and have been incorporated in the final manual.

D. Provide copies of the manufacturer’s warranties, guarantees, or service agreements in accordance with Section 01 70 00 “Execution and Closeout Requirements.”

2.00 PRODUCTS

2.01 MATERIALS

C A. Provide digital files for each manual as specified in Paragraph 2.02.

1. Use filenames that correspond to the equipment designation shown in the Procurement Contract Documents or other equipment designations provided by the Owner’s Project Team.

2. Submit a preliminary version of the electronic manual for review. Provide a final version of the manual incorporating Owner's Project Team's comments.

B. Provide printed copies of each manual as specified in Paragraph **2.03**.

2.02 ELECTRONIC MANUAL FORMAT

A. Provide individual electronic files for each manual.

1. Maximum file size is 100 MB. If manual is greater than maximum allowable file size, provide individual files for each major section of manual.

2. Acceptable file types for written documents are Portable Document File (PDF) or provide manual text in Microsoft Word. Provide drawings in native format and PDF format. All files must be compatible with the latest software version available.

3. Filename must identify the equipment location, equipment manufacturer, and date equipment placed in service, e.g. Pump Room-Manufacturer-200503.pdf.

4. Each electronic file must contain a table of contents at the beginning of the file which includes hypertext links or bookmarks to navigate the file contents per section/chapter.

5. Scanned images of written documents are not acceptable. Document must allow character selection. Text within a file must be transferable to other documents.

6. Drawing files must have the ability to turn on/off drawing layers within the file.

2.03 PRINTED MANUAL FORMAT

A. Printed copies of each manual are to be submitted as follows:

1. Print manuals on heavy, first quality 8-1/2 x 11 paper.

a. Reduce drawings and diagrams to 8-1/2 x 11 paper size.

b. When reduction is not practical, fold drawings and place each separately in a clear, super heavy weight, top loading polypropylene sheet protector designed for three-ring binder use. Provide a typed identification label on each sheet protector.

c. Punch paper for standard three-ring binders.

2. Place manuals in heavy duty presentation binders with clear front, back, and spine covers.

3. Identify each manual by placing a printed cover sheet in the front cover of the binder and as the first page in the manual. The first page is to be placed in a clear polypropylene sheet protector. The information on first page and the cover page are to include:

a. Name of Owner;

b. Project name;

c. Volume number; and

d. Table of contents.

4. Insert the name of the Project and volume number into the spine covers.
5. Sheet lifters are to be provided.
6. Minimum size is 2-inch capacity. Maximum size is 3-inch capacity. Fill binders to only three-fourths of its indicated capacity to allow for addition of materials to each binder by the Owner.
7. Provide index tabs for each section of the manual. Indexes are to be constructed of heavy-duty paper with a reinforced binding edge. The designation on each index tab is to correspond to the number and letter assigned in the Table of Contents.
8. Manuals for several products or systems may be provided in the same binder. Correlate the data into related groups when multiple binders are used.
    a. Sections for each product or system must be included in the same binder.
    b. Sections must be in numerical order from volume to volume.

3.00 EXECUTION

3.01 MANUAL ORGANIZATION AND CONTENTS

A. Provide a table of contents listing each section of the manual for each product or system.
    1. Assign a number and letter to each section in the manual.
        a. The number is to correspond to the Owner's equipment numbering system or other system designated in the Procurement Contract Documents.
        b. The letter assigned will represent the part of the manual, consistent with the manual contents as required by this Section.
    2. Identify each product or system using the nomenclature shown in the Procurement Contract Documents. Provide a cross reference to the Owner's numbering system and designations for equipment indicated in the Procurement Contract Documents if these are different.
B. Include only the information that pertains to the product described. Annotate each sheet to:
    1. Clearly identify the specific product or component installed;
    2. Clearly identify the data applicable to the installation; and
    3. Delete or strike through references to inapplicable information.
C. Supplement manual information with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, and control and flow diagrams.

3.02 EQUIPMENT AND SYSTEMS MANUAL CONTENT

A. Provide the following information in the first tabbed section of each manual:
    1. A description of the unit and component parts and how it functions.
    2. Operating instructions for pre-startup, startup, normal operations, regulation, control, shutdown, emergency conditions, and limiting operating conditions.

3. The sequence of operation by the controls manufacturer. Provide control diagrams by the manufacturer, modified to reflect the as-built, as-installed condition.

4. Include general assembly drawings, sections, and photographic views as necessary to completely depict and properly identify the equipment. Indicate the dimensions, weight, capacity, and design conditions for the equipment.

B. Include detailed information to allow for the proper installation, calibration, testing, preventative, and corrective maintenance procedures in the second section of the manual or of each section of the manual information if the manual covers a multi-component equipment system:

1. Maintenance instructions including assembly, installation, alignment, clearances, tolerances, and interfacing equipment requirements, adjustment, and checking instructions. Include any special rigging required to place the equipment into place, and any special test equipment required to place the equipment in service.

2. A safety subsection which addresses all safety and tag-out procedures necessary to safely operate and maintain the equipment.

3. Lubrication schedule and lubrication procedures. Include a cross reference for recommended lubrication products.

4. Troubleshooting guide.

5. Provide a table showing the schedule of routine maintenance requirements and seasonal work which is not performed at a set frequency. Preventative maintenance tasking which addresses:

   a. Daily/weekly inspections performed by operations personnel;

   b. Routine preventative maintenance scheduled weekly, monthly, quarterly, semi-annually, or annually through major overhauls by maintenance personnel; and

   c. Predictive maintenance work such as alignment, analysis of the equipment, vibration, flow, oil sampling, etc.

6. Description of sequence of operation by the control manufacturer.

7. Warnings for detrimental maintenance practices.

8. Include detailed corrective maintenance procedures.

   a. Detail equipment for complete disassembly and assembly;

   b. Provide cross-sectional drawings or exploded views with all parts numbered to correspond with the numbers in the parts list to permit identification of the various parts;

   c. Provide a table of normal clearances, diameters, thickness of new parts, and limits permissible for wearing parts; and

   d. List torque settings for nuts, bolts, and fasteners when critical to the equipment's performance.

C. Include all necessary diagrammatic piping and wiring diagrams and miscellaneous drawings and equipment in the third section of the manual or of each section of the manual if the manual covers a multi-component equipment system.

D. Provide spare parts information in the fourth section of the manual including:

1. Part numbers for ordering new parts;
2. Assembly illustrations showing an exploded view of the complex parts of the product;
3. Predicted life of parts subject to wear;
4. List of the manufacturer's recommended spare parts, current prices with effective date, and number of parts recommended for storage;
5. Directory of a local source of supply for parts with company name, address, and telephone number;
6. Complete nomenclature and list of commercial replacement parts; and
7. Complete list of spare parts, spare equipment, tools, and materials that are turned over to the Owner.

E. Provide statistical information from the original equipment manufacturer as to performance such as pump curves, flow charts insulation resistance, calibration, or test data sheets in the fifth section of the manual, including all field testing records used to verify actual performance.

F. Provide equipment name plate data installed on equipment and valves and equipment data sheets as required and furnished by the Owner in the sixth section of the manual.

G. Provide a copy of warranties and the date the warranty expires for equipment in the seventh section of the manual.

3.03 ELECTRICAL AND ELECTRONICS SYSTEMS MANUAL

A. Provide all of the information listed in Paragraph **3.02** as appropriate and include the following information:

1. Control schematics and point to point wiring diagrams prepared for field installation;
2. Circuit directories of panel boards and terminal strips and as installed color coded wiring diagrams; and
3. Other information as may be required by the individual Specification Sections.

3.04 LIST OF SERVICE ORGANIZATIONS

A. Provide a directory of authorized service organizations with company name, address, telephone number, email address, and the contact person for warranty repair.

END OF SECTION

01 75 00 STARTING AND ADJUSTING

1.00 GENERAL

c 1.01 WORK INCLUDED

A. Provide step-by-step procedures for starting and operating Goods.

B. Provide pre-startup inspections.

C. Place Goods in service and operate to prove performance and to provide for initial correction of defects in workmanship, calibration, and operation.

D. Provide for initial maintenance and operation of Goods.

E. Provide Special Services required by the Procurement Contract Documents.

c 1.02 DOCUMENTATION

A. Provide the following documents in accordance with Section 01 33 00 “Document Management”:

1. Assist the Contractor in preparing a Plan of Action for testing, checking, and starting major equipment and process piping systems.

2. Equipment Installation Reports on the form provided by the Project Construction Manager.

installation by others

1.03 STANDARDS

A. Comply with the specified standards associated with the testing or startup of equipment.

2.00 PRODUCTS

2.01 TESTING INSTRUMENTATION

A. Provide the instrumentation and devices needed to conduct tests for startup and calibration.

start up and load testing equipment is included.

3.00 EXECUTION

3.01 SERVICES OF MANUFACTURER’S REPRESENTATIVES

A. Provide the services of experienced and technically competent, factory-trained representative of the Manufacturer for inspections, tests, supervision of installation, and assistance with placing equipment in operation. The Manufacturer’s representative must have a minimum of 5 years of experience in the installation and adjustment of similar equipment and be acceptable to the Owner.

B. Perform installation, adjustment, and testing of the equipment. Certify that the equipment and related appurtenances have been thoroughly examined and approved for startup and operation in the Equipment Installation Reports.

C. Provide on-site services for the time necessary to assist in the installation and adjustment of the equipment, making field acceptance tests required and providing other services necessary for proper and trouble free operation of the equipment.

3.02 INSPECTION AND STARTUP

A. Inspect equipment prior to placing any equipment or system into operation. Make adjustments as necessary for proper operation. Do not start or test any apparatus until the complete unit has been installed and thoroughly checked.

1. Check for adequate and proper lubrication.
2. Determine that parts or components are free from undue stress from structural members, piping, or anchorage.
3. Adjust equipment for proper balance and operations.
4. Determine that vibrations are within acceptable limits.
5. Determine that equipment operates properly under full load conditions.
6. Determine that the equipment is in true alignment.
7. Ensure that the proper procedure is employed in startup of systems.

3.03 STARTING REQUIREMENTS

A. Refer to the individual Specification Sections for specific startup procedures.

c 3.04 INITIAL OPERATION

A. Start, test, and place equipment and systems into operation for 30 days to allow the Owner's Project Team to observe the operation and overall performance of the equipment and to determine that controls function as intended.

B. Operate equipment which is used on a limited or part-time basis in the presence of the Owner's Project Team for a period long enough to demonstrate that controls function as specified.

C. Perform acceptance test as specified in individual Specification Sections. Demonstrate that equipment and systems meet the specified performance criteria.

D. Equipment and systems may be considered as substantially complete at the end of this initial operation period if the equipment is placed in continuous beneficial use by the Owner, unless specifically stated otherwise in the individual equipment Specification Section.

3.05 INITIAL MAINTENANCE

A. Service equipment in accordance with the operation and maintenance manual immediately before releasing the equipment to the Owner.

a separate proposal for periodic maintenance is to be provided under separate cover.

END OF SECTION

01 78 36 WARRANTIES AND SERVICE AGREEMENTS

1.00 GENERAL

1.01 REQUIREMENTS

C A. Provide Warranties and Extended Warranties that comply with the requirements of this Section. Do not provide Goods for which these Warranties and Extended Warranties are not available.

B. Warranties required by this Section are in addition to and not a limitation of any other warranty or remedy required by law or by the Procurement Contract Documents.

1.02 WARRANTY REQUIREMENTS

A. Guarantee and warrant Goods against:

1. Defects due to faulty or inadequate design;
2. Defects due to improper assembly, erection, or improper installation of the equipment;
3. Defective workmanship or materials;
4. Performance that fails to comply with the requirements of the Procurement Contract Documents; and
5. Damage to equipment and associated systems resulting from operation of the equipment prior to acceptance of the equipment by the Owner in accordance with the provisions of the Procurement Contract Documents.

C B. Warranty does not cover routine or normal deterioration or damage of the product resulting from using the product under the specified operational parameters and assumes that routine maintenance as required by supplier-provided detailed operation and maintenance manuals and startup instructions have been performed.

C C. The correction period is defined in the General Conditions. Individual Specification Sections may have more stringent requirements than those stated in the General Conditions.

C D. Extended Warranties and Extended Service Agreements may be required by this Section or by Specifications for the Goods and Special Services.

C E. Provide the longer or more stringent warranty in the event of conflicts between the requirements of this Section and other Specification Sections.

1.03 DOCUMENTATION

C A. Provide all required Warranties, Extended Warranties, and related documents with the Shop Drawings for approval.

C B. Include an additional copy of Warranties, Extended Warranties, and related documents with operation and maintenance manuals.

c C. Extended warranties require that the warranty be accompanied by a letter from the Manufacturer, signed by an officer of the Manufacturer's organization, that specifically indicates:

1. The identification number(s) of the Goods;
2. Project name;
3. Owner's name;
4. The beginning and ending date of the Extended Warranty; and
5. Any other items required by the Procurement Contract Documents.

c D. Provide an Equipment Installation Report to document proper installation and startup of Goods after corrective actions are completed.

bonds by others E. Provide copies of bonds with Extended Warranties and Extended Service Agreements if bonds are required.

F. Issue warranty certificates or bonds in the name of the Owner.

1.04 NOT USED

1.05 WARRANTY COVERAGE AND CORRECTIVE ACTION

c A. Correct Defective Goods during the one-year correction period in accordance with the General Conditions. standard warranty is 2 years with etensions if requested

c B. Correct Defective Goods during the Extended Warranty Period by furnishing, delivering, and installing parts required to correct the defect.

c C. Owner will remove and load the Goods on a vehicle provided by the Manufacturer if it is necessary to return the Goods to the Manufacturer for correction of defects during the Extended Warranty Period. Owner will reinstall the Goods when they are returned to the Site after defects have been corrected. The Manufacturer is to provide all parts, labor, and incidental cost for making repairs, shipping the Goods to the Site, and providing startup services in accordance with Section 01 75 00 "Starting and Adjusting."

c D. Begin correction of defects within 7 days after notification of defects by the Owner. Continue to work without delay or interruption until the Defective Goods have been corrected and returned to the Site if removed for repairs.

c E. Owner may correct Defective Goods if corrective action is not completed within 3 months, unless Owner agrees to a longer period of time. Manufacturer will pay cost for corrective action, including cost for design and legal fees. Manufacturer is not obligated to obtain competitive bids or take other action to reduce the cost of repairs for work to corrective Defective Goods if Owner takes corrective action under this paragraph.

F. Correction of Defective Goods during the Extended Warranty Period does not extend the correction period as is required under the provisions of the one-year correction period included in the General Conditions.

2.00 PRODUCTS (NOT USED)

3.00 EXECUTION (NOT USED)

END OF SECTION

01 79 00 TRAINING OF OPERATION AND MAINTENANCE PERSONNEL

1.00 GENERAL

1.01 SUMMARY

A. Provide services of Supplier's operation and maintenance training specialists to instruct Owner's personnel in recommended operation and maintenance procedures for equipment furnished. Details for training may be established in the specifications for that equipment.

B. Provide a combination of classroom and hands on training.

C. Training may be conducted at Manufacturer's or Supplier's facilities provided Manufacturer pays for travel, lodging, and per diem costs of the Owner.

D. Record training sessions on video and submit to the Owner on DVD disk in MPEG-4 format for Owner's later use in instructing Owner's personnel. Include this recording as part of the final operation and maintenance manual. Provide legal releases or pay additional fees required to allow training by the manufacturer to be recorded.

E. Include the cost for training and startup in the Cost of the Work for each equipment package.

1.02 DOCUMENTATION

A. Provide documentation in accordance with Section 01 33 00 "Document Management" and include:

1. Equipment Installation Reports in accordance with Section 01 75 00 "Starting and Adjusting" on forms provided by the Project Construction Manager;

2. Operation and maintenance manuals per Section 01 33 04 "Operation and Maintenance Data";

3. A lesson plan for training in accordance with Paragraph **3.01.C**; and

4. Credentials of Supplier's proposed operation and maintenance instructors demonstrating compliance with requirements of Paragraph **1.04**.

1.03 SCHEDULING OF TRAINING

A. Coordinate training services with startup and initial operation of equipment on days and times Owner is available.

B. Training may be required outside of normal business hours to accommodate schedules of operation and maintenance personnel.

C. Provide training of Owner's personnel after acceptable preliminary operation and maintenance manuals have been approved.

D. Coordinate training with equipment startup and testing and availability of Owner's personnel.

E. Provide a proposed training schedule for review and acceptance by Owner showing all training required in the Procurement Contract Documents. Demonstrate compliance with

specified training requirements relative to number of hours of training, number of training sessions, and scheduling.

F. Submit initial training schedule at least 60 days before scheduled start of first training session. Submit final training schedule, incorporating revisions in accordance with Owner's comments, no later than 30 days prior to starting the first training session.

G. Owner reserves the right to modify personnel availability for training in accordance with process or emergency needs.

H. Schedule for training is to be approved by Owner.

1. Schedule training and startup operations for no more than one piece of equipment or system at a time.

2. Owner may require re-scheduling of training if operations personnel are not available for training on a scheduled date.

3. Provide a minimum of 2 weeks' notice if training must be rescheduled.

4. Training is to be limited to 24 hours per week.

5. Time required for training is to be included in the development of the Project schedule.

I. Schedule and coordinate training for equipment or systems which depend upon other equipment or systems for proper operation so that trainees can be made familiar with the operation and maintenance of the entire operating system.

1.04 SERVICES OF SUPPLIER'S REPRESENTATIVE

A. Supplier's instructors must be factory-trained by the equipment manufacturer.

B. Instructors must have knowledge of the theory of operation and practical experience with the equipment or system.

C. Instructors must be proficient and experienced in conducting training of the type required and must have successfully conducted similar training courses.

D. Qualifications of instructors are subject to acceptance by Owner. Provide services of replacement instructor with acceptable qualifications if Owner does not accept qualifications of proposed instructor. Include each instructor's résumé and specific details of instructor's operating, maintenance, and training experience relative to the specific equipment for which instructor will provide training to demonstrate their qualifications.

2.00 PRODUCTS (NOT USED)

3.00 EXECUTION

3.01 OPERATOR TRAINING

A. Provide classroom and hands-on training of the care and operation of the equipment to the Owner's personnel.

B. Provide training in adequate detail to ensure that the trainees who complete the program will be qualified and capable of operating and maintaining the equipment, products, and systems provided.

C. Provide a training plan that indicates the schedule and sequence of the training programs. The training plan is to include for each course:

1. Number of hours for the course;
2. Agenda and narrative description, including the defined objectives for each lesson;
3. Draft copy of training handbooks;
4. A descriptive listing of suggested reference publications;
5. Audio-visual equipment required for training; and
6. Type and number of tools or test equipment required for each training session.

D. Provide and use training aids to complement the instruction and enhance learning.

1. Provide training handbooks for use in both the classroom and the hands-on phases of training for each course.
2. Provide instructional materials that include references to the operation and maintenance manuals and identify and explain the use of the manual.
3. Provide a copy of all audio/visual training materials used in the presentations to the Owner.

E. Operations training is to include:

1. Orientation to provide an overview of system/subsystem configuration and operation;
2. Terminology, nomenclature, and display symbols;
3. Operations theory;
4. Equipment appearance, functions, concepts, and operation;
5. Operating modes, practices, and procedures under normal, diminished, and emergency conditions;
6. Startup and shutdown procedures;
7. Safety precautions;
8. On-the-job operating experience for monitoring functions, supervisory, or command activities. Include functions and activities associated with diminished operating modes, failure recognition, and responses to system/subsystem and recovery procedures; and
9. Content and use of operation and maintenance manuals and related reference materials.

F. Provide training for performing on-site routine, preventive, and remedial maintenance of the equipment or system. Maintenance training is to include but not be limited to:

1. Orientation to provide an overview of system/subsystem concept, configuration, and operation;
2. Operations theory and interfaces;

3. Instructions necessary to ensure a basic theoretical and practical understanding of equipment appearance, layout, and functions;
4. Safety precautions;
5. Use of standard and special tools and test equipment;
6. Adjustment, calibration, and use of related test equipment;
7. Detailed preventive maintenance activities;
8. Troubleshooting, diagnostics, and testing;
9. Equipment assembly and disassembly;
10. Repair and parts replacement;
11. Parts ordering practices and storage;
12. Failure and recovery procedures;
13. Cabling and/or interface connectors;
14. Content and use of operation and maintenance manuals and related reference materials;
15. Procedures for warranty repairs;
16. Lubrication; and
17. Procedures, practices, documentation, and materials required to commence system maintenance.

END OF SECTION

DIVISION 26

ELECTRICAL

26 32 13 ENGINE GENERATORS

1.00 GENERAL

1.01 SUMMARY

c

A. This Section includes packaged diesel engine generator sets with the following features and accessories:

1. Battery charger.
2. Sub-base fuel tank.
3. Engine generator set.
4. Muffler.
5. Outdoor enclosure.
6. Starting battery.
7. Generator overcurrent and fault protection.
8. Load bank circuit breaker.
9. Provisions for future generator paralleling.
10. Auxiliary power distribution panelboard.
11. Service platforms.
12. Generator shall be suitable for operation with existing automatic transfer switch.

additional information on existing ATS needs to be provided.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

aknowledged

1.03 DEFINITIONS

A. VFD: Variable Frequency Drive

B. RVAT: Reduced Voltage Autotransformer

C. Standby Rating: Power output rating equal to the power the generator set delivers continuously under normally varying load factors for the duration of a power outage.

D. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

E. Steady State Voltage Modulation: The uniform cyclical variation of voltage within the operational bandwidth, expressed in Hertz or cycles per second.

1.04 SUBMITTALS

Submittals shall be in accordance with Section 01 33 00, “Document Management” and shall include:

A. Bid Proposal: In order to evaluate the bids, submit the following information.

1. Data Sheet: Submit information requested on the Data Sheet included with the Bid Proposal. The Data Sheet is included at the end of this specification.
2. Preliminary generator sizing analysis.
3. Maximum ambient temperature generator can continuously operate in.
4. Generator lead time: include time to get approval shop drawings and time to manufacturer generator.
5. Generator total enclosure dimensions including 48 hour sub base fuel tank and service platforms.
6. All exceptions to specification shall clearly be stated in Bid Proposal.

B. Pre-and Post-Submittal Meeting

1. Supplier shall include in his bid the cost of attending a one-day pre-submittal meeting and a one-day post-submittal meeting in the City of Westlake office or Freese and Nichols' Fort Worth office – exact location to be determined at a later date.
2. A pre-submittal meeting shall be held before any shop drawings are submitted and shall be attended by the Owner, Engineer, and Equipment Manufacturer.
3. Representative(s) from the generator supplier shall include individuals who have technical knowledge of the equipment and will be responsible for putting together the submittal. A salesperson may attend, but not as a substitute for the individuals indicated above. Manufacturer shall determine the number of people attending the meeting and cover each person's cost.
4. A post-submittal meeting, if needed, with the same parties shall be held to discuss review comments in order to resolve issues and allow equipment to be released for manufacturing upon completion of the Shop Drawing review by the Engineer. This second meeting may only be waived at the Engineer's discretion.
5. Any shop drawings submitted before the pre-submittal meeting will be rejected and sent back Not Approved, Revise and Resubmit. The Generator Supplier shall provide an unofficial draft copy of the actual submittal a minimum of 5 business days before the pre-submittal meeting.
6. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
7. Dimensioned outline plan and elevation drawings of engine generator set and other components specified.
8. Thermal damage curve for generator, include X and R information, transient and sub-transient reactance, etc.
9. Time-current characteristic curves for generator protective device.

Or the output of the generator set can be channeld through a docking station with a 2nd Kirk-key CB which would serve as load bank feed. You would lock out the gen output during load banking. Current proposal ins included with 2-manual CBs and no on board parallelingf

C. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Design Calculations: Calculate requirements for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
2. Vibration Isolation Base Details: Detail fabrication, including anchorages and attachments to structure and to supported equipment. Include base weights.
3. Wiring Diagrams: Project specific detail wiring for power and control connections and differentiate between factory installed and field installed wiring.
4. Generator sizing analysis.
   a. Detailed sizing analysis shall clearly identify assumptions made for loads being started/operated by the generator.
      1). The maximum voltage drop allowed shall be 15%.
      2). The maximum frequency drop allowed shall be 10%.
      3). The nominal load on the generator shall not exceed 80% of the rated load capacity.
      4). The generator shall be sized to start and run the loads as indicated under Section 2.03. Manufacturer shall certify that the generator will not stall under these conditions.
      5). The generator shall be sized to operate continuously at an ambient temperature of 113 degrees Fahrenheit.
      c 6). Calculations shall be for a Diesel Fuel generator set.
   b. The generator manufacturer shall be responsible for obtaining all information to run the generator sizing analysis, including nameplate rating listed on the motors. The manufacturer shall be responsible for obtaining actual load data.
   c. The kW rating listed in Section 2.02 is anticipated and varies by manufacturer.
5. Provide a detailed layout of the generator enclosure that shows the location of the fuel maintenance system, the low voltage terminal box, generator control panel, lights, receptacles, etc.
6. Provide project specific interconnection diagrams for all customer connections for alarms, level, etc. Interconnections that are not specific to the project shall not be shown. Generic drawings are not acceptable. Submittals that do not include project specific diagrams will be sent back NOT APPROVED, REVISE AND RESUBMIT.
7. Clearly indicate the elevation to the main circuit breaker handle and load bank circuit breaker handle.
8. Clearly indicate the vertical distance between lugs/terminations at the main breaker and load bank breaker to where the conduits are stubbed up.
9. Provide cut sheets for all equipment being provided for the generator including but not limited to:

a. Generator and Enclosure
b. Generator circuit breaker and load bank breaker with time current curves
c. Exhaust Fans and louvers
d. Conduits
e. Wiring
f. Lights
g. Switches
h. Receptacles
i. Panelboard
j. Batteries and charging system
k. Service Platform
l. Fuel Maintenance System

10. Provide a detailed panelboard schedule for the panelboard provided in the generator enclosure.
11. Certified summary of prototype-unit test report.
12. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.
13. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
14. Report of sound generation.
15. Report of exhaust emissions showing compliance with applicable regulations.

D. Letter of Compatibility: The Generator supplier in conjunction with the existing ATS supplier shall issue a letter of compatibility stating that the Generator and existing ATS are compatible. Generator supplier shall field verify existing ATS data to determine compatibility. more data on ATS to be provided.

c E. Prior to Shipment: The manufacturer shall provide detailed addresses (memory map) for the software I/O points that are communicated over Ethernet, RS485, etc. that are applicable to this project – this would include but not be limited to the data highways associated with the generator. Coordinate with Owner/Engineer for the list of I/O that will be transmitted over the data highways, the manufacturer shall verify with the Owner if any changes have been made to the lists prior to submitting the memory map.

with submittal data

3rd party sound test to be by others

t. Field quality-control test reports. Indicate and interpret test results and inspection records relative to compliance with performance requirements. Provide load bank and 3rd Party Sound testing results. All Generator Testing Report(s) shall be submitted to Engineer for approval no later than two weeks after testing has been conducted.

c G. Factory Test Data: Submit factory test data to Engineer for approval prior to shipping generator to job site.

c H. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:

1. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
2. Include all features and operating sequences, both automatic and manual. List all factory setting relay and provide relay-setting and calibration instructions, including software, where applicable.
3. Operation and maintenance manuals shall be prepared by the equipment manufacturer and contain the shop drawings, submittals, list of manufacturer recommended spare parts, schematics, equipment installation report, and maintenance procedures. O&M manuals shall include all field changes made during startup and testing.
4. Operation and maintenance manuals shall include warranty information as well as a warranty information page that shall include information on the warranty start and end date as well as contact information for service.
5. Manuals shall be prepared by the Equipment Manufacturer and shall also incorporate appropriate final certified shop drawings. Manuals may be manufacturer's standard instructions but shall be supplemented as necessary to cover any special feature not included in standard material.
6. Submit preliminary manuals for review prior to start-up of equipment.

c I. Warranty: Special warranty specified in this Section.

c J. Qualification Data: For firms and persons specified in “Quality Assurance” Article.

c K. Factory Test Reports: For units to be shipped for this Project, showing evidence of compliance with specified requirements. Factory test reports shall be provided to the Engineer for approval prior to the unit being released for shipment.

c L. Field Test Data – Equipment Installation Report

a. Equipment Installation Report: Field test data shall include summary of all tests performed in the field specifically identified in this specification and other factory standard tests.

b. Field Test and Observation Reports: Indicate and interpret test results and inspection records relative to compliance with performance requirements.

1.05 QUALITY ASSURANCE

c A. Source Limitations: Obtain packaged engine generator and auxiliary components specified in this Section through one source from a single manufacturer.

install by others B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

c C. Manufacturer Qualifications: Maintain a service center capable of emergency maintenance and repairs at the Project with 12 hours maximum response time.

test agency by others D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.

as they apply

E. Comply with ASME B15.1.

F. Comply with ANSI/NETA ATS Standard.

G. Comply with NFPA 37, 70, 99, 101, and 110, latest edition.

H. Comply with NFPA 110 requirements for Level 1 emergency power supply system.

I. Comply with NEMA MG-1 and SG-1.

J. Comply with UL 1008. ATS standard

K. Engine Exhaust Emissions: Comply with EPA Tier requirements and applicable state and local government requirements for stationary emergency applications.

L. Submit written reports for all required factory and field tests.

1.06 FACTORY INSPECTION AND TESTS

A. TESTS

c 1. GENERAL

a. Generator manufacturer shall provide to the Engineer a complete list of all tests to be performed on the generator as a formal submittal to the Engineer a minimum of 30 days prior to the generator being tested.

c 2. The generator manufacturer shall provide the actual test data, observations, and certification that the tests have been completed to the Engineer for approval

B. Factory Testing.

1. The generator set manufacturer shall perform a complete operational test on the generator set prior to shipping from the factory. All testing shall be conducted at the factory. No exceptions. A certified test report shall be provided. All testing shall be performed with calibrated metering.

c 2. Generator set factory tests on the equipment shall be performed at rated load and rated power factor. Generator sets that have not been factory tested at rated power factor will not be acceptable. Tests shall include:

a. Reactive Load Bank Testing, 20 minutes at 25% load, 20 minutes at 50% load, 20 minutes at 75% load, 4 hours at 100% load.

b. Transient testing, 0-25-0%, 0-50-0%, 0-75-0%, 0-100-0%.

c. Standard factory test procedures" maximum power, voltage regulation, transient and steady-state governing, single step load pickup, and function of safety shutdowns.

d. Provide a certified copy of the testing report to the engineer after shipment.

3. Provide sound testing at the Generator Manufacturer's factory with unit operating at full load and no load. Measurements shall be at all points around the enclosure at 4 feet above grade to ensure compliance with sound levels specified.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver engine generator set and system components to their final locations in protective wrappings, containers, and other protection that will exclude dirt and moisture and prevent damage from construction operations. Remove protection only after equipment is safe from such hazards.

B. The generator supplier shall be responsible for shipment, delivery and offloading of equipment at the jobsite (13590 Denton Hwy, Westlake, TX 76262).

1.08 COORDINATION

A. Coordinate size and location of concrete bases for package engine generators. Cast anchor-bolt inserts into bases.

1.09 WARRANTY ● Warranty is 2 years from date of in service/start up

A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Special Warranty: Written warranty, executed by manufacturer agreeing to repair or replace packaged engine generator and auxiliary components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 2 years from date of shipment. The generator may be used during the course of the project.

2. The warranty period shall be interpreted as the twenty-four (24) month period following the installation, adjusting and acceptance testing, and the start of actual operation of the equipment or thirty (30) months after complete delivery, whichever occurs first.

C. Manufacturer shall send a representative out to the job site 1 year after final completion to re-test the generator at no extra cost to the owner.

1.10 MAINTENANCE SERVICE under separate cover See estimates on revised proposal.

A. Initial Maintenance Service: Beginning at installation, provide 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include quarterly exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies same as those used in the manufacture and installation of original equipment.

1. In accordance with OCA 252:565-7-4(b)(1), post a complete set of operational instructions, emergency procedures and maintenance schedules at the station.

1.11 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Three for every ten of each type and rating, but not less than three of each.

2. Indicator Lamps: Two for every six of each type used, but not less than two of each.

All lamps are LED and therefore replacement lamps not necessary or included.

One set of Filters to be added to proposal

3. Filters: One set each of lubricating oil, fuel, and combustion air filters.

2.00 PRODUCTS

2.01 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

c 1. Caterpillar, Inc.; Engine Div.

2. Cummins.

3. Kohler.

4. No approved equal.

2.02 ENGINE GENERATOR ASSEMBLY DESCRIPTION

c A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.

c B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

c C. Power Output Ratings: Depending on the manufacturer and based on preliminary sizing, generator ranged in size from 600 kW to 800 kW, but generator manufacturer shall verify rating based on loads identified below and requirements within this specification.

D. Power Rating: Standby.

110%not available E. Overload Capacity: 110 percent of service load for 1 hour in 12 consecutive hours.

c F. EPSS Class: Engine generator shall be classified according to NFPA 110.

c G. Output Connections: Three phase, four wire, wye.

c H. Power Factor: 0.80

c I. Frequency: 60 Hz.

c J. Voltage: 480Y/277V

c K. Phase: 3-phase

c L. Governor: Adjustable isochronous, with speed sensing.

c M. Nameplates: Each major system component is equipped with a conspicuous nameplate of component manufacturer. Nameplate identifies manufacturer of origin and address, and model and serial number of item. Limiting dimensions indicated for system components are not exceeded.

c N. Power Output Ratings: Nominal ratings as indicated, with capacity as required to operate as a unit as evidenced by records of prototype testing.

c O. Skid: Adequate strength and rigidity to maintain alignment of mounted components without depending on a concrete foundation. Skid is free from sharp edges and corners. Lifting attachments are arranged to facilitate lifting with slings without damaging any components.

P. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.

2.03 GENERATOR SET PERFORMANCE

C A. Steady State Voltage Modulation Frequency: Less than 1 Hz.

C B. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step load increase or decrease. Voltage shall recover and remain within the steady state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable voltage within 10 seconds.

C C. Steady State Frequency Operational Bandwidth: 0.25 percent of rated frequency from no load to full load.

C D. Steady State Frequency Stability: When system is operating at any constant load within rated load, there are no random speed variations outside the steady state operational band and no hunting or surging of speed.

C E. Transient Frequency Performance: Less than 15 percent variation for a 50 percent step load increase or decrease. Frequency recovers to remain within the steady state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable frequency within 10 seconds.

C F. Output Waveform: At no load, harmonic content measured line to line or line to neutral does not exceed 2 percent total and 3 percent for single harmonics. At full load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for any single harmonic. The telephone influence factor, determined according to NEMA MG 1, shall not exceed 50.

C G. Sustained Short Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 8 seconds without damage to generator system components. For a 1-phase, bolted short circuit at system output terminals, system shall regulate both voltage and current to prevent over-voltage conditions on the non-faulted phases.

C H. Start Time: Comply with NFPA 110, Type 10, system requirements.

C I. Generator shall produce 480Y/277 V, 60 Hz.

C J. Excitation System: Performance shall be unaffected by voltage distortion caused by nonlinear load.

C 1. Provide permanent magnet excitation for power source to voltage regulator.

C K. Generator Sizing:

1. Generator manufacturer shall provide a detailed sizing analysis to the Engineer for approval. Detailed sizing analysis shall clearly identify assumptions made for loads being started/operated by the generator. When conducting the generator sizing analysis the voltage drop of the generator shall be set at a maximum of 15%. The generator manufacturer shall be responsible for obtaining all information to run the generator

sizing analysis. Any changes to the generator size shall be brought to the Engineer's attention. Sizing analysis shall be submitted to the Engineer with the generator's initial submittal. Ambient Temperature: Minus 15 to 45 deg C.

C 2. When conducting the generator sizing analysis, the voltage drop of the generator shall be set at a maximum of 15% and the maximum frequency dip shall be 10%. The nominal load on the generator shall not exceed 80% of the rated load capacity of the generator under any operation scenarios as described below.

C 3. Load and step list

a. Generator shall be sized to start and run the loads in the steps list provided below while maintaining the generator performance criteria within this specification. Motor loads and motor starter type identified are shown on the one-line diagram(s) in the drawings.

Step 1:

- (2) 1.5HP Exhaust Fans
- (2) 1HP MOVs
- (1) 10 Ton HVAC Unit
- 30kVA, 480 - 208Y/120VAC, 3-Phase Transformer @ 80% load

Step 2:

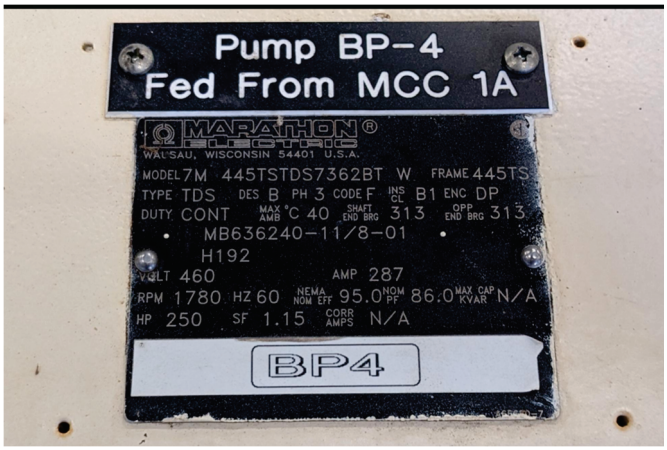
- (1) 250HP Motor w/ 18-Pulse or active front end (AFE) VFD

Step 3:

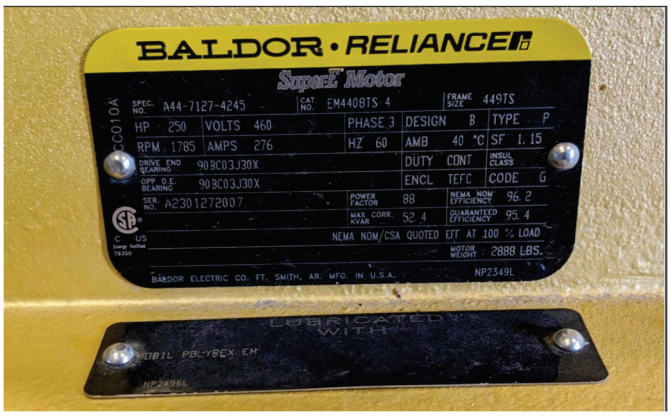
- (1) 250HP (Code G) Motor w/ RVAT starter @ 80% voltage tap

See below for motor nameplate data for existing 250 HP Motors:

RVAT Driven Pump Motor Nameplate



VFD Driven Pump Motor Nameplate



C L. Generator manufacturer shall provide a detailed sizing analysis to the Engineer for approval.

1. Detailed sizing analysis shall clearly identify assumptions made for loads being started/operated by the generator.
2. The generator manufacturer shall be responsible for obtaining all information to run the generator sizing analysis.
3. Any changes to the generator size shall be brought to the Engineer's attention. Sizing analysis shall be submitted to the Engineer with the generator's initial submittal. Submittals submitted without sizing analysis shall not be accepted.

2.04 SERVICE CONDITIONS

C A. Environmental Conditions: Engine generator system withstands the following environmental conditions without mechanical or electrical damage or degradation of performance capability:

1. Ambient Temperature: -15 to 45 Deg C.
2. Altitude: 1074 feet.

C 2.05 ENGINE

A. Comply with NFPA 37.

B. Fuel: Fuel oil, Grade DF 2.

C. Rated Engine Speed: 1800 rpm.

D. Maximum Piston Speed for Four-Cycle Engines: 2250 fpm.

E. Lubrication System: Pressurized by a positive displacement pump driven from engine crankshaft. The following items are mounted on engine or skid:

1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.

2. Thermostatic Control Valve: Controls flow in system to maintain optimum oil temperature. Unit is capable of full flow and is designed to be fail-safe.

3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps or siphons or special tools or appliances.

F. Engine Fuel System: Comply with NFPA 37. System includes the following:

1. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.

2. Relief/Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.

G. Coolant Jacket Heater: Electric immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment.

C 2.06 GOVERNOR

A. Type: Adjustable isochronous, with speed sensing.

C 2.07 ENGINE COOLING SYSTEM

A. Description: Closed loop, liquid cooled, with radiator factory mounted on engine generator set skid and integral engine driven coolant pump.

B. Radiator: Rated for specified coolant.

C. Coolant: Solution of 50 percent ethylene glycol based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.

D. Expansion Tank: Constructed of welded steel plate and equipped with gage glass and petcock.

E. Temperature Control: Self-contained, thermostatic control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.

F. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging, ultraviolet, and abrasion resistant fabric.

1. Rating: 50-psig (345-kPa) maximum working pressure with 180 F (82 C) coolant, and non-collapsible under vacuum.

2. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.

C G. The generator shall be rated for continuous standby duty with a temperature rise of 80 C.

2.08 FUEL SUPPLY SYSTEM

A. Comply with NFPA 30 and NFPA 37.

B. The tank shall be clearly labeled indicating the type of product, the volume capacity, the top loading capacity, and the manufacturer.

~~paralleling is available on or off skid. one skid only allows 1 CB due to it being used to synch and close with electronic operation. off skid still possible with off skid controls and EO breaker(s).~~

C. The tank is intended for stationary installation and in accordance with NFPA 30 and NFPA 37. Comply with all federal, state and local codes.

D. Sub-Base Mounted Fuel Oil Tank: Factory installed and piped, U.L. 142 listed and labeled fuel oil tank. Features include the following:

1. Tank level indicator.
2. Capacity: Fuel for 48 hours continuous operation at 100 percent rated power output.
3. Vandal resistant fill cap.
4. Containment Provisions: U. L. listed double wall.
5. Emergency pressure relief vent.
6. Fuel leak alarm.
7. Low Fuel Alarm with a spare dry contact.
8. Electrical stub-up, rectangular type, located directly beneath the generator terminal box.
9. Engine supply pick-up tube and return connections with suction drop tube.
10. Mechanical fill limiter, Morrison 9095A or equal, with tight fill adapter, installed inside spill containment fill area. or equal
11. Spill containment fill, 7.5 gallon capacity, affixed to the top of the tank. Provide a handle pull drain to allow spilled fuel to return to the tank.
12. Continuous fuel monitoring (4-20mA output).

2.09 ENGINE EXHAUST SYSTEM

A. Muffler: Residential type, sized as recommended by engine manufacturer. Measured sound level at a distance of 10 feet (3 m) from exhaust discharge, is 85 dBA or less.

B. Connection from Exhaust Pipe to Muffler: Stainless steel expansion joint with liners.

C. Generator mufflers shall be mounted within enclosure.

2.10 STARTING SYSTEM

A. Description: 24-V electric, with negative ground and including the following items:

1. Components: Sized so they will not be damaged during a full engine cranking cycle with ambient temperature at maximum specified in “Environmental Conditions” Paragraph in “Service Conditions” Article above.
2. Cranking Motor: Heavy duty unit that automatically engages and releases from engine flywheel without binding.
3. Cranking Cycle: As required by NFPA 110 for system level specified.
4. Battery: Adequate capacity within ambient temperature range specified in “Environmental Conditions” Paragraph in “Service Conditions” Article above to provide specified cranking cycle at least three times without recharging.

C 5. Battery Cable: Size as recommended by generator set manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.

C 6. Battery Charging Alternator: Factory mounted on engine with solid state voltage regulation and 35-A minimum continuous rating.

C 7. Battery Charger: Current limiting, automatic equalizing and float charging type. Unit complies with UL 1236 and includes the following features:

a. Operation: Equalizing the charging rate of manufacturer's recommended amps is initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit then automatically switches to a lower float charging mode and continues operating in that mode until battery is discharged again.

b. Automatic Temperature Compensation: Adjusts float and equalizes voltages for variations in ambient temperature from minus 40 C to plus 60 C to prevent overcharging at high temperatures and undercharging at low temperatures.

c. Automatic Voltage Regulation: Maintains output voltage constant regardless of input voltage variations up to plus or minus 10 percent.

d. Ammeter and Voltmeter: Flush mounted in door. Meters indicate charging rates.

e. Safety Functions: Include sensing of abnormally low battery voltage arranged to close contacts providing low battery voltage indication on control and monitoring panel. Also include sensing of high battery voltage and loss of ac input or dc output of battery charger. Either condition closes contacts that provide a battery charger malfunction indication at system control and monitoring panel.

f. Enclosure and Mounting: NEMA 250, Type 4X, wall mounted cabinet.

C g. Charger shall operate on 120 V, single phase.

2.11 CONTROL AND MONITORING

C A. Functional Description: When the mode selector switch on the control and monitoring panel is in the automatic position, remote control contacts in one or more separate automatic transfer switches initiate starting and stopping of the generator set. When the mode selector switch is switched to the on position, the generator set manually starts. The off position of the same switch initiates generator set shutdown. When the generator set is running, specified system or equipment failures or derangements automatically shut down the generator set and initiate alarms. The operation of a remote emergency stop switch also shuts down the generator set.

C B. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gauges are grouped on a common control and monitoring panel mounted on the generator set. Mounting method isolates the control panel from generator set vibration.

C C. Provide a fully solid-state, microprocessor based, generator set control. The control panel shall be designed and built by the engine manufacturer. The control shall provide all operating, monitoring, and control functions for the generator set. The control panel shall provide real time digital communications to all engine and regulator controls via SAE J1939.

or Modbus and twisted pair as appropriate

c

D. Environmental: The generator set control shall be tested and certified to the following environmental conditions:

1. –40°C to +70°C Operating Range.
2. 95% humidity non-condensing, 30°C to 60°C.
3. IP22 protection.
4. 5% salt spray, 48 hours, +38°C, 36.8V system voltage.
5. Sinusoidal vibration 4.3G's RMS, 24-1000Hz.
6. Electromagnetic Capability (89/336/EEC, 91/368/EEC, 93/44/EEC, 93/68/EEC, BS EN 50081-2, 50082-2).
7. Shock: withstand 15G.

E. Functional Requirements: The following functionality shall be integral to the control panel:

description and dimensions may be slightly different than called for.

1. The control shall include a minimum 64 x 240 pixel, 28mm x 100mm, white backlight graphical display with text based alarm/event descriptions. 132x64 pixel
2. The control shall include a minimum of 3-line data display.
3. Audible horn for alarm and shutdown with horn silence switch.
4. Standard ISO labeling.
5. Multiple language capability.
6. Remote start/stop control.
7. Local run/off/auto control integral to system microprocessor.
8. Cooldown timer.
9. Speed adjust.
10. Lamp test.
11. Push button emergency stop button.
12. Voltage adjust.
13. Voltage regulator V/Hz slope – adjustable.
14. Password protected system programming.

c

F. Digital Monitoring Capability: The controls shall provide the following digital readouts for the engine and generator. All readings shall be indicated in either metric or English units:

1. Engine
    a. Engine oil pressure.
    b. Engine oil temperature.
    c. Engine coolant temperature.
    d. Engine RPM.
    e. Battery volts.
    f. Engine hours.
    g. Engine crank attempt counter.

h. Engine successful start counter.
i. Service maintenance interval.
j. Real time clock.

c 2. Generator

a. Generator AC volts (Line to Line, Line to Neutral and Average).
b. Generator AC current (Avg and Per Phase).
c. Generator AC Frequency.
d. Generator kW (Total and Per Phase).
e. Generator kVA (Total and Per Phase).
f. Generator kVAR (Total and Per Phase).
g. Power Factor (Avg and Per Phase).
h. Total kW-hr.
i. Total kVAR-hr.
j. % kW.
k. % kVA.
l. % kVAR.

c 3. Voltage Regulation

a. Excitation voltage.
b. Excitation current.

c G. Alarms and Shutdowns: The control shall monitor and provide alarm indication and subsequent shutdown for the following conditions. All alarms and shutdowns are accompanied by a time, date, and engine hour stamp that are stored by the control panel for first and last occurrence:

1. Engine Alarm/Shutdown

a. Low oil pressure alarm/shutdown.
b. High coolant temperature alarm/shutdown.
c. Loss of coolant shutdown.
d. Overspeed shutdown.
e. Overcrank shutdown.
f. Emergency stop depressed shutdown.
g. Low coolant temperature alarm.
h. Low battery voltage alarm.
i. High battery voltage alarm.
j. Control switch not in auto position alarm.
k. Battery charger failure alarm.

2. Generator Alarm/Shutdown

a. Generator over voltage.
b. Generator under voltage.
c. Generator over frequency.
d. Generator under frequency.
e. Generator reverse power.
f. Generator overcurrent.

3. Voltage Regulator Alarm/Shutdown

or equalOR

a. Loss of excitation alarm/shutdown.
b. Instantaneous over excitation alarm/shutdown.
c. Time over excitation alarm/shutdown.
d. Rotating diode failure.
e. Loss of sensing.
f. Loss of PMG.

H. Inputs and Outputs

1 input module and 1-output module is included which provides 8 contact points

1. Digital Inputs: The Controller shall include the ability to accept six (6) to eighteen (18) programmable digital input signals. The signals may be programmed for either high or low activation using programmable Normally Open or Normally Closed contacts.
2. Digital Outputs: The control shall include the ability to operate six (6) programmable relay output signals, integral to the controller. The output relays shall be rated for 2A @ 30VDC and consist of six (6) Form A (Normally Open) contacts and two (10) Form C (Normally Open & Normally Closed) contacts.
3. Discrete Outputs: The control shall include the ability to operate two (2) discrete outputs, integral to the controller, which are capable of sinking up to 300mA.

c I. Maintenance: All engine, voltage regulator, control panel and accessory units shall be accessible through a single electronic service tool. The following maintenance functionality shall be integral to the generator set control.

Modbus RTU & RS485 compatible

1. Engine running hours display.
2. Service maintenance interval (running hours or calendar days).
3. Engine crank attempt counter.
4. Engine successful starts counter.
5. 20 events are stored in control panel memory.

c J. Remote Communications

1. Remote Communications: The control shall include Modbus RTU and Ethernet communications as standard via RS-485 half duplex with configurable baud rates from 2.4k to 57.6k. The remote communications shall also be capable of communicating Modbus RTU and Ethernet.
2. Remote Monitoring Software: The control shall provide Monitoring Software with the following functionality:
   a. Provide access to all dates and events on generator set communications network.
   b. Provide remote control capability for the generator set.
   c. Ability to communicate via Modbus RTU and Ethernet.

data registry available for SCADA

3. Remote Indication: Provide a remote indication to SCADA.
   a. Provide the following individual digital outputs for the following indications for protection and diagnostics:
      1). Overcrank.
      2). Low coolant temperature.
      3). High coolant temperature warning.
      4). High coolant temperature shutdown.

5). Low oil pressure warning.
6). Low oil pressure shutdown.
7). Overspeed.
8). Low coolant level.
9). EPS supplying load.
10). Control switch not in auto.
11). High battery voltage.
12). Low battery voltage.
13). Battery charger AC failure.
14). Emergency stop.
15). Low Fuel Level.
16). Fuel Leak.
17). Spare.
18). Spare.

b. The following additional metering shall be provided via Ethernet Communication protocol and Modbus RTU for each Engine:
1). Generator kW, kVA, kVAR, PF, Volts, Amps and frequency.
2). Generator AC Amperes – Phase A, Phase B and Phase C.
3). Generator AC Voltage – Phase A-B, Phase B-C, Phase C-A, Phase A, Phase B and Phase C (verify phase rotation).
4). Engine RPM Meter.
5). Engine Battery Voltage Meter.
6). Engine Oil Pressure Gauge.
7). Engine Coolant Temperature Gauge.
8). Engine Running Hour Meter.
9). Engine Start Counter.
10). Atmospheric Pressure.
11). Boost Pressure.
12). Air Filter Restriction.
13). Left Turbo Inlet Pressure. not available
14). Right Turbo Inlet Pressure. not available
15). Engine Hour Meter.
16). Total Fuel Burned.
17). Engine Coolant Level Status.
18). Local Engine Control Switch Position.
19). Overspeed Switch Status.
20). Remote Emergency Stop Actuated.
21). Percent Engine Load.
22). Oil Filter Pressure Differential. not available
23). Fuel Filter Pressure Differential. not available
24). After-coolant Temperature.
25). Right Exhaust Temperature. not available
26). Left Exhaust Temperature. not available
27). Crankcase Air Pressure.
28). Filtered Fuel Pressure.
29). Right Air Filter Restriction.
30). Left Air Filter Restriction.
31). Fuel Consumption Rate.

32) Engine Oil Temperature.

K. Indicating and Protective Devices and Controls: Include those required by NFPA 110 for a Level 1 system, and the following:

1. AC voltmeter.
2. AC ammeter.
3. AC frequency meter.
4. DC voltmeter (alternator battery charging).
5. Engine coolant temperature gauge.
6. Engine lubricating oil pressure gage.
7. Running time meter.
8. Ammeter voltmeter, phase selector switch(es).
9. Generator voltage adjusting rheostat.
10. Start-stop switch.
11. Overspeed shutdown device.
12. Coolant high temperature shutdown device.
13. Oil low pressure shutdown device.

L. Supporting Items: Include sensors, transducers, terminals, relays, and other devices, and wiring required to support specified items. Locate sensors and other supporting items on engine, generator, or elsewhere as indicated. Where not indicated, locate to suit manufacturer's standard.

M. Common Remote Audible Alarm: Comply with NFPA 110 requirements for Level 1 systems.

2.12 GENERATOR OVERCURRENT AND FAULT PROTECTION

A. Generator and Load Bank Circuit Breakers:

1. Generator shall include a main circuit breaker and a dedicated load bank circuit breaker.
2. Molded-case, thermal-magnetic type; 100 percent rated; complying with NEMA AB 1 and UL 489.
3. Breakers shall be individually mounted circuit breakers (100% rated).
4. Breakers shall have solid-state adjustable trip settings with Long time, Short time, Instantaneous and Ground settings (LSIG). ~~ground fault relay to be added to the package~~

LS/I plus ground fault relay included (not in CB)

5. All circuit protective devices shall have the following minimum symmetrical current interrupting capacity: 65kA. 50KAIC at 480v
6. Series rated feeder devices shall not be acceptable.
7. Breakers shall have trip indication of Overload, Short Circuit, and Ground Fault trip.

B. All breakers shall be capable of being locked in the OFF position.

C. Tripping Characteristic: Designed specifically for generator protection.

~~ground fault relay to be added to the package~~

Or the output of the generator set can be channeld through a docking station with a 2nd Kirk-key CB which would serve as load bank feed. You would lock out the gen output during load banking. Cuaaarrent proposal ins included with 2-manual CBs and no on board parallelingf

D. Trip Rating: Matched to generator rating.

E. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.

F. Mounting: Adjacent to or integrated with control and monitoring panel.

2.13 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

A. Comply with NEMA MG 1 and specified performance requirements.

B. Drive: Generator shaft is directly connected to engine shaft. Exciter is rotated integrally with generator rotor.

C. Electrical Insulation: H.

D. Stator Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.

E. Construction prevents mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.

F. Excitation uses no slip or collector rings, or brushes, and is arranged to sustain generator output under short circuit conditions as specified.

G. Enclosure: Drip proof.

H. Voltage Regulator: Solid state type, separate from exciter, providing performance as specified.

1. Adjusting rheostat on control and monitoring panel provides plus or minus 5 percent adjustment of output voltage operating band.

2.14 OUTDOOR GENERATOR SET ENCLOSURE

A. Description: Vandal resistant, weatherproof steel housing with sound shield, wind resistant up to 100 mph (160 km/h). Multiple panels are lockable and provide adequate access to components requiring maintenance. Panels are removable by one person without tools. Instruments and control are mounted within enclosure.

150 MPH

inside enclosure may not be hockey puck design

B. Muffler Location: Generator mufflers shall be mounted inside the enclosure with a disc (hockey puck) style silencer.

C. Engine Cooling Airflow through Enclosure: Adequate to maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.

D. Louvers: Fixed engine cooling air inlet and discharge. Louvers prevent entry of rain and snow.

E. Enclosure shall dampen noise to 75 dB within 7 meters of enclosure.

F. The manufacturer shall provide a minimum of one (1) 120VAC duplex receptacle in the enclosure.

G. The manufacturer shall provide a minimum of two (2) LED light fixtures with a minimum of one (1) fixture on each side of the genset that has an access door. The light fixtures shall be

as factory standard for adaquate illumination inside enclosure

Or the output of the generator set can be channeld through a docking station with a 2nd Kirk-key CB which would serve as load bank feed. You would lock out the gen output during load banking. Current proposal ins included with 2-manual CB

switched. A light switch for the light fixture shall be located near each set of access doors. The light fixture shall be located such that the light illuminates the control panel in the generator.

2.15 SERVICE PLATFORMS

included Type text here

A. Service platforms shall be provided for generator enclosure door access. Design and construction shall comply with the local building code, and OSHA regulations.

prcing can be quoted if deemed necessary.

B. Platform design shall be sealed by licensed Professional Engineer in the State of Texas.

C. Materials: Hardware shall be Type 316 stainless steel. Platform members shall be aluminum alloy 6061-T6 in accordance with ASTM B221, unless noted otherwise. extra pricing for aluminum

E

D. Delegated-Design: Engage a qualified professional engineer to prepare design calculations, shop drawings, and other structural data for service platform design.

—

E. Structural Performances: Provide engineered service platforms capable of withstanding design loads within limits and under conditions indicated.

engineering for platforms not necessary, but $5000 added if still desired.

1. Design Loads as follows:
   a. Dead Loads: Weights of materials and construction. c
   b. Live loads: 100psf to be varified with manufacturer
   c. Wind Loads: In accordance with applicable project local code requirements.

c

to be varified with manufacturer

2. Deflection Limits: Design framing systems to withstand service loads without deflections greater than a horizontal deflection of 1/240 of the span or ¼" whichever is smaller.

c F. Clearance: The gap between the platform walking surface and the generator shall be a maximum of 2" and minimum of 1".

c G. A platform with guardrails shall be provided on two sides of the enclosure and shall extend the full length of the generator enclosure.

c H. Access stairs shall be on each end of each platform.

c I. Grating, treads, and nosings shall be slip resistant. Grating and treads shall be fastened to the frame with clips and bolts per manufacturer's recommendations.

c J. Fasten service platforms to the generator foundation with adhesive anchors.

c K. Platforms shall ship for field assembly.

c 2.16 FINISHES Standard Caterpillar pain finishes

A. Indoor Enclosures and Components: Manufacturer's standard enamel over corrosion resistant pretreatment and compatible standard primer.

B. Outdoor Enclosure: Manufacturer's standard enamel over corrosion resistant pretreatment and compatible standard primer.

1. Color: Manufacturer's standard. to be White.

C. Powder-coated and baked over corrosion-resistant pretreatment and compatible primer. Manufacturer's standard color.

There is not adaquate space for a fuel "polishing system" with in the enclosure space. However, a freestand unit that sits next to the unit is available. separate wiring and plumbing would be required by others. separate unit pricing is shown as an option.

2.17 FUEL MAINTENANCE SYSTEM

A. Each fuel storage tank shall include two stage fuel maintenance (fuel polishing) system that will remove dirt and water. The maintenance system shall be plumbed into the tank per the manufacturer's recommendations.

B. The separator shall remove 99.9% of the water in the fuel line and 95% of the solids.

C. The stabilizer shall decontaminate and stabilize the fuel without the use of chemical additives.

D. The system shall operate on 120V, 1 phase, 60HZ, 20A circuit breaker.

E. Programmable controller:

1. The controller shall be a UL 508 listed assembly.

2. Provide dry contact for general alarms.

F. The system shall be capable of treating the maximum amount of fuel that the entire sub-base tank fuel system is capable of being filled with. Acceptable manufacturer is Fuel Technologies International LLC, product number FTI-2.8.

G. The fuel tank shall be provided with all the necessary and required pipes and fittings for installation and proper operation of the system.

2.18 SOURCE QUALITY CONTROL

C A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.

C 1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.

C B. Project Specific Equipment Tests: Factory test engine generator set and other system components and accessories before shipment. Perform tests at rated load and power factor. Include the following tests:

1. Four (4) hour full load run.

2. Maximum power.

3. Voltage regulation.

4. Transient and steady state governing.

5. Single step load pickup.

6. Safety shutdown.

7. Report factory test results within 10 days of completion of tests.

2.19 AUXILLIARY POWER DISTRIBUTION

C A. Provide one molded case, thermal magnetic type circuit breaker in the generator enclosure to distribute power to the panelboard.

C B. Provide 208Y/120V three phase, 4-wire, panelboard inside enclosure for distributing power to generator block heater, battery charger, lights, receptacles and any other devices

requiring 208Y/120V power. Panelboard shall be minimum 12 pole with 60 amp main breaker, in a NEMA 12 enclosure, have bolt-on breakers with a minimum 10,000 AIC rating and tin-plated copper bus for phase, neutral and ground. Panelboards shall be manufactured by ABB/GE, Eaton, or Square-D/Schneider Electric.

2.20 GENERATOR PARALLELING

due to electrically operated CB being included with on board paralleling, per discussion with specifying engineer we are leaving on board paralleling off the package

This will not preclude paralleling in the future (either by control modification or off skid paralleling.)

A. Generator as furnished shall be capable of paralleling with other generators in the future through a dedicated communication link between the controller.

B. Support up to eight generators on a common bus.

C. Support paralleling a single generator with a utility source using kW, kVAR, and power factor settings.

D. Synchronization:

1. First-on logic to determine which generator will close to the dead bus first.
2. Synchronization logic to allow matching of voltage, frequency, and phase before closing circuit breaker or contactor to connect the generator to the bus including the following methods:
    a. Automatic: Synchronize and close breaker.
    b. Sync-Check: Synchronize and no closure.
    c. Permissive: No active synchronization, allows manual close if generator is synchronized with bus.
3. Fail-to-sync alarm generated if automatic synchronization is not successful within a user-adjustable time period.
4. Active synchronization will continue after expiration of the fail-to-sync time delay.
5. Specifically designed interface screen to actively display synchronizing parameters for both generator and bus when synchronizing including:
    a. Voltage.
    b. Frequency.
    c. Slip.
    d. Phase angle.
    e. Phase rotation.

E. Load Sharing: not currently provided.

1. Actively share real and reactive power between all generators connected to common bus on a per-unit or percentage basis.
2. Soft loading and unloading of generator.
3. Capable of droop control.

F. Circuit Breaker/Contactor Control:

paralleling is available on or off skid. one skid only allows 1 CB due to it being used to synch and close with electronic operation. off skid still possible with off skid controls and EO breaker(s)

Type text here

Or the output of the generator set can be channeld through a docking station with a 2nd Kirk-key CB which would serve as load bank feed. You would lock out the gen output during load banking.

Proposal is currently without on board paralleling and 2-manual CBs.

1. Capable of directly operating a circuit breaker or contactor to connect or disconnect from the common bus.
2. Normally closed (fail-safe) contact for trip to ensure paralleling device remains open until all conditions are met to allow closure.
3. Normally open contact to provide energizing signal to close paralleling device.
4. Fail-to-close alarm generated after one unsuccessful close attempt.
5. Fail-to-close shutdown after a user-adjustable number of attempts.

G. Generator Management:

c

1. Automatically start or stop generators based on load demand or state of other generators.

Outage?

   a. Start power.
   b. Stop power.
   c. Start accumulator.
   d. Stop accumulator.
   e. Total online capacity.
   f. Total available capacity.
   g. Total bus power.
   h. Total bus capacity.
   i. Negotiated order.
   j. Stopped by generator management.
   k. Start command.

We need to understand more about these requirements

2. Generator management configurable to operate based on:
   a. Engine run time.
   b. Fuel level.
   c. User-assigned order.
   d. User programmable disconnect point in kW, below which the generator device will trip.

3.00 EXECUTION

3.01 EXAMINATION

c

A. Examine areas, equipment foundations, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine generator performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

c

B. Examine roughing in of electrical connections. Verify actual locations of connections before packaged engine generator installation.

3.02 INSTALLATION installation by others

A. Generator to be installed by Contractor, to be determined at a later date.

B. Comply with packaged engine generator manufacturers' written installation and alignment instructions, and with NFPA 110.

C. Generator to be installed on concrete pad by others.

D. Packaged engine generator to provide access for periodic maintenance, including removal of drivers and accessories.

E. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not factory mounted.

1. Verify that electrical wiring is installed according to manufacturers' submittal and installation requirements in Division 26 Sections. Proceed with equipment startup only after wiring installation is satisfactory.

c F. The generator supplier shall test the generator voltage and configuration on site prior to connecting to Owner's system.

c G. The generator supplier shall provide an inductive (reactive) load bank test on site for 4 hours.

H. The generator supplier shall provide all fuel for testing of the generator. The generator supplier shall be responsible for providing a full tank of fuel upon completion of this project.

fuel by others

3.03 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

c B. Provide two NEMA 2-hole ground pads located at the corners of the generator. Ground pads shall be stainless steel and suitable for terminating #4/0 ground conductor.

3.04 FIELD QUALITY CONTROL

c A. Manufacturer's Field Service: Engage a factory authorized service representative to inspect field assembled components and equipment installation, including piping and electrical connections, and to assist in testing. Report results in writing. Provide on-site field service as needed for start-up.

fuel by others B. Generator supplier shall be responsible for providing all diesel fuel during all electrical testing, including switchboard load transfer testing, and step loading voltage and frequency response for existing generators. Generator supplier shall fill the tank after testing.

c C. Testing: Perform field quality control testing under the supervision of the manufacturer's factory authorized service representative.

c D. Field Tests: Include the following:

1. Tests recommended by manufacturer, including under load tests.

2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, the following:

OR EqualOR

a. Single step full load pickup test.

b. 4 hour load bank test.

c 3. Perform a reactive load bank test of each generator set at full load and 0.80 power factor for 4 hours at full load. Record system data at 15 minute intervals as recommended by the engine manufacturer.

c 4. Battery Tests: Measure charging voltage and voltages between available battery terminals for full charging and float charging conditions. Check electrolyte level and specific gravity under both conditions. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery. Verify acceptance of charge for each element of battery after discharge. Verify measurements are within manufacturer's specifications.

c 5. Battery Charger Tests: Verify specified rates of charge for both equalizing and float charging conditions.

c 6. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine generator system before and during system operation. Check for air, exhaust, and fluid leaks.

c, meter other than O-scope to be used. 7. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step load increases and decreases and verify that performance is as specified.

c 8. Harmonic Content Tests: Measure harmonic content of output voltage under 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.

c 9. Perform field load testing of the Generator set. Field load testing shall include but not be limited to simulating a power outage and running the generator under load with the number and size of loads it is specified to be rated for.

10. Noise Level Testing

3rd party sound testing to be by others

a. The manufacturer shall have 3rd Party testing performed in the field on the equipment after installation to confirm the generator noise level does not exceed the specified noise restrictions when operating at full generator capacity. If it does not meet the specified levels it is the manufacturer's responsibility to make any changes necessary to meet the values specified.

b. The decibel level of the generator shall be measured while operating the generator at full rated capacity. The decibel level shall be measured from a minimum of 5 points spanned across the perimeter of the generator 7 meters from the generator enclosure and a minimum of 5 points along the property line.

c. Testing shall be conducted as a minimum under the following operating conditions:
   1) Without the generator running to document ambient noise levels
   2) With the generator running at full capacity

d. The Testing Report shall clearly indicate:
   3) The weather conditions of when the tests were conducted this includes but is not limited to the weather conditions: temperature, wind direction/speed, barometric pressure, etc.

4) The location of where each measuring point was taken indicated on a site plan/layout.

fuel by others

11. The generator supplier shall provide fuel for the testing of the generator and shall tap off the fuel tank upon final completion.

E. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.

F. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.

G. Test instruments shall have been calibrated within the last 12 months, traceable to standards of the National Institute for Standards and Technology, and adequate for making positive observation of test results. Make calibration records available for examination on request.

3.05 COMMISSIONING

A. Battery Equalization: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.

3.06 EQUIPMENT INSTALLATION REPORT

c

A. Submit Equipment Installation Reports from the generator manufacturer field service representative indicating the equipment was installed in accordance with the manufacturers' instructions and that the equipment was adjusted and aligned to be in the best operating condition. The report shall also indicate that the equipment is operating satisfactorily in accordance with the project specifications.

3.07 CLEANING

cleaning only for items caused by field tech or manufacturer

A. On completion of installation, inspect system components. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish. Clean components internally using methods and materials recommended by manufacturer.

B. Provide one gallon of touchup paint.

3.08 DEMONSTRATION

c

A. Engage a factory authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators as specified below:

1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment. Owner Training: Provide one day for Owner Training. These times do not include travel time and include a minimum of 4 working hours per day.

2. Review data in maintenance manuals. Refer to Section 01 33 00, SUBMITTALS, 01 77 00, CONTRACT CLOSEOUT, and Section 01 78 23, EQUIPMENT OPERATIONS AND MAINTENANCE DATA.
3. Schedule training with Owner, with at least 7 days advance notice.
4. Minimum Instruction Period: 4 hours.

paralleling is available on or off skid. one skid only allows 1 CB due to it being used to synch and close with electronic operation. off skid still possible with off skid controls and EO breaker(s). O

ATTACHMENT A - SUBMITTAL DATA SHEET FOR
26 32 13, ENGINE GENERATORS

Submit the following data with Bid Proposal and with Shop Drawing:

Item No.	Description	480V Generator for Pump Station
1	Manufacturer of Generator:	
2	Generator kW:	
3	Total Equipment Dimensions for Generator including service platforms (inches): Length x Width x Height	
4	Total (wet) Weight (lbs.):	
5	Fuel Consumption (gallons/hour)	_____at 25% generator KW rating _____at 50% generator KW rating _____at 75% generator KW rating _____at 100% generator KW rating
6	Capacity of Fuel Tank (gallons)	

END OF SECTION

CUMMINS PROPOSAL

Sales and Service

January 20, 2025

Prepared by

Matthew Bole
(469) 600-5364
oo180@cummins.com

Per Sourcewell Contract: 092222

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	**DQCB, Commercial Diesel Generator Set, 750kW Standby 60Hz** **750DQCB, Diesel Genset, 60Hz, 750kW** **U.S. EPA, Stationary Emergency Application** **Duty Rating - Standby Power (ESP)** **Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency** **Listing - UL 2200** **Voltage - 277/480, 3 Phase, Wye, 4 Wire** **Alternator - 60Hz, Wye, BR, 125/105C - Standby/Prime** **Alternator Heater, 120 Volt AC** **Steel Sound Attenuated Level 2 Enclosure, with Exhaust System *75dba@23ft*** **Enclosure Color - Green, Steel** **Cooling Air Outlet - Horizontal, Sound Attenuated** **Distribution Panel - Prewired AC Features** **Service Receptacle - 120V, 20A, External GFCI, NEMA 5 - 20R** **Enclosure Lighting - 120 Volts AC** **Fuel Water Separator** **Control Mounting - Left Facing** **PowerCommand 3.3 Controller, Paralleling Capable** **Analog Meters - AC Output** **LCD Control Display** **Display, Running Time** **Relays - Genset Status, User Configured** **Alarm - Audible, Engine Shutdown** **Stop Switch - Emergency, Externally Mounted** **Signals - Auxiliary, 8 Inputs/8 Outputs**	1

	Relay - Alarm Shutdown	
	Relays - Paralleling Circuit Breaker Control	
	Control Display Language - English	
	Circuit Breaker or Entrance Box or Terminal Box - Right And Left	
	Circuit Breaker - 1200A, Left, 3P, 600/415V, UL/IEC, Serv Ent, 100%UL	
	Circuit Breaker - 1200A, Right, 3P, UL 600, IEC 415, UL Serv Ent, 100%	
	Bottom Entry, Left and Right	
	Indication - Ground Fault, Terminal Box (or) Circuit Breaker Box - Left	
	Circuit Breaker Accessory, 24 Volts DC Trip, Aux and Trip Contacts, Right Side	
	Circuit Breaker Accessory, 24 Volts DC Trip, Aux and Trip Contacts, Left Side	
	Engine Air Cleaner - Normal Duty	
	Engine Cooling - Radiator, 50C Ambient	
	Shutdown - Low Coolant Level	
	Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature	
	Test Record - Strip Chart	
	Test - Extended, Standby Load, 4 Hour	
	Test Record - Safety Shutdowns	
	Cummins Certified Test Record	
	Genset Warranty - 2 Years Base	
	Literature - English	
	Packing - None, Base Mounted Housing	
	Remote Emergency Stop Switch	1
	PC Lon Gateway, Lon Modbus, Lon Modbus/TCP Gateway (Ship Loose)	1
	Battery	1
	Annunciator-panel mount with enclosure (Ship Loose)	1
	Spare parts (Ship Loose)	1
	Platform (Ship Loose)	1
	2600gallon UL142 Fuel Tank with 4-20mA Fuel Gauge and FTI-2.8 Fuel Polisher	1
	Freight	1
	Startup	1trip
	4Hour Load Bank Test / 2Hour Building Load Test (System)	1trip
	Training	1trip
	Preventive maintenance agreement 12-months	1-year

QUOTE TOTAL: $ 384,244.00

ADDERS/DEDUCTS:

- If a factory 2400gallon UL142 fuel tank with NO fuel polisher is acceptable, **please Deduct $26,800 from the above total**
- If a separate remote monitoring device is preferred (Cummins Acumen), **Please Add $6,500 to above total**
- If custom enclosure with Hockey Puck Style Silencer is preferred, **please Add $275,000 to above total.**
- If a 3-phase panel is required, **please add $10,250 to above total**
- If Resistive load bank testing is acceptable, **please deduct $15,000 from above total**

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

- 263213-1 Cummins is quoting to 263213 ONLY.
- 263213-7 1.11: Cummins standard spare filters provided ONLY.
- 263213-12 2.07,G: Cummins is utilizing Alternator as recommended by sizing report ONLY.
- 263213-14 SENS does not manufacture NEMA 4X Battery chargers. Cummins Standard NEMA 1 provided.
- 263213-17 2.11,J,2: Cummins Controller has built in monitoring points capable of exporting the requested information.
- 263213-18 2.11,J,3,b: Cummins standard points provided.
- 263213-20 2.14,B: Cummins standard cigar style mufflers provided.
- 263213-22 2.19, Cummins standard and manufacture recommended 1-phase 240V 150A Panel provided to feed generator accessories. If a 3-phase panel is required, please reference deduct above
- 263213-24 3.01-3.03: By others
- 263213-25 3.04: Cummins standard startup and testing provided. NETA, Battery, Transient, Harmonic, Noise Level and Infrared testing by others.
- 263213-26 3.04,D,3: The more expensive Reactive Load Bank Testing has been quoted. If Resistive testing is acceptable, please reference deduct above
- 263213-26 3.04,D,11: Fuel is by others.
- 263213-27 3.07: By Others

NOTES:

- Current Submittal Lead Time: **2-4** weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
  - Generator: **40-48** weeks
- Proposal based upon supplied **263213** documents only.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Warranty:**
  Cummins **2**-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
  - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
  - Our proposal includes **3** trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
  - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
  - No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:**
  Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Abby Walker, Sales Application Engineer
tr606@cummins.com
(214) 912-1054

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature _____ Date _____

Company Name _____

Printed Name & Title _____

Purchase Order No _____

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Jeff Hensley

From: Matthew J Bole <matthew.bole@cummins.com>
Sent: Tuesday, February 4, 2025 11:42 PM
To: Jeff Hensley
Cc: Kyle Flanagan; Andrew Franko; Cheryl Taylor; Jose Rodriguez
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Jeff,
Absolutely. Please see below.

1. Verify attendance at pre-submittal meeting and post submittal meeting (if required) per Spec 26 32 13, paragraph 1.04.B.
    a. Confirmed
2. Can you verify if the Maintenance Service required per Spec 26 32 13, paragraph 1.10 was included in your quote. The quotation says Preventative Maintenance agreement - 1 year. But the notes on the following page in the quote say PMA – Generator Maintenance Agreement is not included. Can you clarify this.
    a. Confirmed, 1-year PMA included in proposal
3. Can the 3rd party onsite sound testing be provided per Spec 26 32 13, paragraph 3.04.D.10.
    a. Cummins does not provide this as this is seen as an act of self governance. Cummins sound data sheet from our factory WILL be provided for reference. Sound data sheet is based on free field data.
4. Verify Cummins is responsible for costs to ship, deliver and offload at the site. It appears that offloading is being excluded.
    a. Delivery to site is included. Offloading is by others.
5. Verify spares are being provided per Spec 26 32 13, paragraph 1.11. Quote says Cummins standard spare filters provided only, What does this mean.
    a. Cummins will provide standard spare parts, this includes Oil, Coolant, Fuel and Air Filters only. Everything else would be covered by our 2 year warranty.
6. Verify generator breakers are provided with LSIG protection and are 100% rated.
    a. 100% rated 1200A breakers provided. Ground fault indication provided as ground fault trip is not recommended for an emergency power generation system. If required, Cummins will provide ground fault trip at owners discretion.
7. Verify warranty includes sending a representative out to the jobsite 1 year after the generator has been started up per Spec 26 32 13, paragraph 1.09.C.
    a. A Cummins representative will be on site 1 year after commissioning of the system.

Let me know if you have any other questions.

Thank you,
Matthew Bole
Commercial Power Generation Sales Representative

Cummins Sales and Service
4855 Mountain Creek Pkwy, Dallas, TX 75236
Cell 469-600-5364

Fax 972-708-0014
salesandservice.cummins.com
matthew.bole@cummins.com

From: Jeff Hensley <Jeff.Hensley@freese.com>
Sent: Tuesday, February 4, 2025 8:02 PM
To: Matthew J Bole <matthew.bole@cummins.com>
Cc: Kyle Flanagan <kflanagan@westlaketx.gov>; Andrew Franko <asf@freese.com>; Cheryl Taylor <ctaylor@westlaketx.gov>; Jose Rodriguez <Jose.Rodriguez@freese.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Matthew,
We reviewed the proposal and had the following questions/clarifications:

1. Verify attendance at pre-submittal meeting and post submittal meeting (if required) per Spec 26 32 13, paragraph 1.04.B.
2. Can you verify if the Maintenance Service required per Spec 26 32 13, paragraph 1.10 was included in your quote. The quotation says Preventative Maintenance agreement - 1 year. But the notes on the following page in the quote say PMA – Generator Maintenance Agreement is not included. Can you clarify this.
3. Can the 3rd party onsite sound testing be provided per Spec 26 32 13, paragraph 3.04.D.10.
4. Verify Cummins is responsible for costs to ship, deliver and offload at the site. It appears that offloading is being excluded.
5. Verify spares are being provided per Spec 26 32 13, paragraph 1.11. Quote says Cummins standard spare filters provided only, What does this mean.
6. Verify generator breakers are provided with LSIG protection and are 100% rated.
7. Verify warranty includes sending a representative out to the jobsite 1 year after the generator has been started up per Spec 26 32 13, paragraph 1.09.C.

If we can get answers to these and any revisions to your proposal by the end of the day Wednesday that would be great. We need to provide a letter of recommendation to the City by this Friday, February 7th to take to their Council for approval. If you have any questions or need clarification let me know.

Thanks

Jeffrey N. Hensley, P.E.
Principal/Vice President
Electrical Group

Freese and Nichols, Inc.

801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
817-735-7369 office
817-735-7491 fax

www.freese.com

LEADS

From: Matthew J Bole <matthew.bole@cummins.com>
Sent: Tuesday, January 21, 2025 9:43 AM
To: Jeff Hensley <Jeff.Hensley@freese.com>
Cc: Kyle Flanagan <kflanagan@westlaketx.gov>; Andrew Franko <asf@freese.com>; Cheryl Taylor <ctaylor@westlaketx.gov>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Jeff,
Apologies, I felt like I was one attachment short.
Please see attached for your reference.

Thank you,
Matthew Bole
Commercial Power Generation Sales Representative

Cummins Sales and Service
4855 Mountain Creek Pkwy, Dallas, TX 75236
Cell 469-600-5364
Fax 972-708-0014
salesandservice.cummins.com
matthew.bole@cummins.com

From: Jeff Hensley <Jeff.Hensley@freese.com>
Sent: Monday, January 20, 2025 10:22 PM
To: Matthew J Bole <matthew.bole@cummins.com>
Cc: Kyle Flanagan <kflanagan@westlaketx.gov>; Andrew Franko <asf@freese.com>; Cheryl Taylor <ctaylor@westlaketx.gov>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Matthew,

I glanced at the Cummins proposal, and I did not see the generator sizing analysis as part of the bid proposal, can you provide that with your proposal.

Thanks

Jeffrey N. Hensley, P.E.
Principal/Vice President
Electrical Group

Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
817-735-7369 office
817-735-7491 fax

www.freese.com

From: Matthew J Bole <matthew.bole@cummins.com>
Sent: Monday, January 20, 2025 6:00 PM
To: Cheryl Taylor <ctaylor@westlaketx.gov>; Jeff Hensley <Jeff.Hensley@freese.com>
Cc: Kyle Flanagan <kflanagan@westlaketx.gov>; Andrew Franko <asf@freese.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Cheryl,

Please see the attached proposal for your records.
Let me know if you have any questions on the scope we are providing.

Sincerely,
Matthew Bole
Commercial Power Generation Sales Representative

Cummins Sales and Service
4855 Mountain Creek Pkwy, Dallas, TX 75236
Cell 469-600-5364
Fax 972-708-0014
salesandservice.cummins.com
matthew.bole@cummins.com

From: Cheryl Taylor <ctaylor@westlaketx.gov>
Sent: Thursday, January 16, 2025 8:43 AM
To: Matthew J Bole <matthew.bole@cummins.com>; Jeff Hensley <Jeff.Hensley@freese.com>
Cc: Henry Egbo <Henry.Egbo@cummins.com>; Kyle Flanagan <kflanagan@westlaketx.gov>; Andrew Franko <asf@freese.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Wonderful news. Thanks so much, Matthew.

Cheryl Taylor, P.E.
Director of Public Works

THE TOWN OF WESTLAKE
DISTINCTIVE BY DESIGN

From: Matthew J Bole <matthew.bole@cummins.com>
Sent: Wednesday, January 15, 2025 9:30 PM
To: Cheryl Taylor <ctaylor@westlaketx.gov>; Jeff Hensley <Jeff.Hensley@freese.com>
Cc: Henry Egbo <Henry.Egbo@cummins.com>; Kyle Flanagan <kflanagan@westlaketx.gov>; Andrew Franko <asf@freese.com>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

No further questions. We should have pricing to you Tuesday for your review.

Thank you,
Matthew Bole
Commercial Power Generation Sales Representative

Cummins Sales and Service
4855 Mountain Creek Pkwy, Dallas, TX 75236
Cell 469-600-5364
Fax 972-708-0014
salesandservice.cummins.com
matthew.bole@cummins.com

From: Cheryl Taylor <ctaylor@westlaketx.gov>
Sent: Tuesday, January 14, 2025 11:27 AM
To: Jeff Hensley <Jeff.Hensley@freese.com>; Matthew J Bole <matthew.bole@cummins.com>
Cc: Henry Egbo <Henry.Egbo@cummins.com>; Kyle Flanagan <kflanagan@westlaketx.gov>; Andrew Franko <asf@freese.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Good morning, Matthew. Just following up to see if you had any further questions and to see if we can expect pricing from Cummins for our project. We look forward to hearing back from you.

Cheryl Taylor, P.E.
Director of Public Works

THE TOWN OF WESTLAKE
DISTINCTIVE BY DESIGN

From: Jeff Hensley <Jeff.Hensley@freese.com>
Sent: Monday, December 23, 2024 1:03 PM
To: Matthew J Bole <matthew.bole@cummins.com>
Cc: Henry Egbo <Henry.Egbo@cummins.com>; Kyle Flanagan <kflanagan@westlaketx.gov>; Andrew Franko <asf@freese.com>; Cheryl Taylor <ctaylor@westlaketx.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Matthew,

The generator will connect to an existing Automatic Transfer Switch (ATS). The specification discusses connecting to the existing ATS and compatibility in several places.

Thanks

Jeffrey N. Hensley, P.E.
Principal/Vice President
Electrical Group

Freese and Nichols, Inc.
801 Cherry Street, Suite 2800

Fort Worth, Texas 76102
817-735-7369 office
817-735-7491 fax

www.freese.com

LEADS

From: Cheryl Taylor <ctaylor@westlaketx.gov>
Sent: Monday, December 23, 2024 11:08 AM
To: Matthew J Bole <matthew.bole@cummins.com>
Cc: Henry Egbo <Henry.Egbo@cummins.com>; Kyle Flanagan <kflanagan@westlaketx.gov>; Jeff Hensley <Jeff.Hensley@freese.com>; Andrew Franko <asf@freese.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Matthew,

I have looped a couple of others in on this email to help answer your questions.

Cheryl Taylor, P.E.
Director of Public Works

THE TOWN OF WESTLAKE
DISTINCTIVE BY DESIGN

From: Matthew J Bole <matthew.bole@cummins.com>
Sent: Monday, December 23, 2024 9:22 AM
To: Cheryl Taylor <ctaylor@westlaketx.gov>
Cc: Henry Egbo <Henry.Egbo@cummins.com>
Subject: [EXTERNAL] RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Cheryl,
I have received your request and will be sizing a generator to match the loads listed.
I am going to assume since no ATS or gear is mentioned in this contract that the existing equipment will remain and be utilized for transfer between utility and generator.
If you have any need for replacement of the ATS, please let me know so I can arrange for a site visit and quotation.
Be safe and have a Very Merry Christmas!

Thank you,
Matthew Bole
Commercial Power Generation Sales Representative

Cummins Sales and Service
4855 Mountain Creek Pkwy, Dallas, TX 75236
Cell 469-600-5364
Fax 972-708-0014
salesandservice.cummins.com
matthew.bole@cummins.com

From: Cheryl Taylor <ctaylor@westlaketx.gov>
Sent: Monday, December 23, 2024 8:35 AM
To: Jim L Stalnaker <james.l.stalnaker@cummins.com>
Cc: Matthew J Bole <matthew.bole@cummins.com>; Jamie Ferguson <jamie.ferguson@cummins.com>; Henry Egbo <Henry.Egbo@cummins.com>
Subject: RE: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Thanks so much, Jim. We look forward to working with your team in the new year.

Cheryl Taylor, P.E.
Director of Public Works
THE TOWN OF WESTLAKE
DISTINCTIVE BY DESIGN

From: Jim L Stalnaker <james.l.stalnaker@cummins.com>
Sent: Saturday, December 21, 2024 7:50 AM
To: Cheryl Taylor <ctaylor@westlaketx.gov>
Cc: Matthew J Bole <matthew.bole@cummins.com>; Jamie Ferguson <jamie.ferguson@cummins.com>; Henry Egbo <Henry.Egbo@cummins.com>
Subject: [EXTERNAL] FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Hi Cheryl,
Matthew Bole will be responding to your solicitation. Should he be out, his manager Henry Egbo can assist.

Jamie, on my team, is simply the contract manager and is the point person to get you connected with the right Territory Manager.

Hope all is well with you.

Regards,

Jim Stalnaker
Director, National Sales Leader
Power Generation

Cummins Sales and Service North America
C. 503-806-0330
james.l.stalnaker@cummins.com

http://Salesandservice.cummins.com
Find Cummins Genuine Parts at shop.cummins.com today!
'Making people's lives better by powering a more prosperous world'

From: Cheryl Taylor <ctaylor@westlaketx.gov>
Sent: Friday, December 20, 2024 10:29 AM
To: Jim L Stalnaker <james.l.stalnaker@cummins.com>
Subject: FW: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

James,

We received an out of office notification from Jamie Ferguson and wanted to be sure someone received our solicitation.

Have a great holiday.

Cheryl Taylor, P.E.
Director of Public Works

THE TOWN OF WESTLAKE
DISTINCTIVE BY DESIGN

From: Cheryl Taylor <ctaylor@westlaketx.gov>
Sent: Friday, December 20, 2024 12:27 PM
To: Cheryl Taylor <ctaylor@westlaketx.gov>
Cc: Kyle Flanagan <kflanagan@westlaketx.gov>; Jeff Hensley <Jeff.Hensley@freese.com>; Andrew Franko <asf@freese.com>; Kristin Feng <Kristin.Feng@freese.com>
Subject: Town of Westlake Pump Station Generator Specifications - Sourcewell Purchase

Good afternoon.

The Town of Westlake is interested in purchasing a generator to replace the outdated generator at the town's pump station. Attached are specifications from the design engineer with submittal procedures and a Submittal Data Sheet for 26 32 13 Engine Generators (Attachment A). Due to lead times, the Town of Westlake will prepare plans and bid documents for the installation and site prep that will be completed prior to delivery of the generator. This solicitation is for the procurement of the generator.

Purchase of the generator shall be through Sourcewell – Town of Westlake Account #183219.

Please confirm receipt and let us know if you plan to submit a bid. Bids shall be accepted through Wednesday, January 22, 2025 at 5:00 p.m. Bids will be evaluated, and a recommendation will be taken to Town Council for approval in February, 2025.

Please respond to all on this email with confirmation and submittal of your bid.

We appreciate your consideration of our project and look forward to hearing from you.

Happy holidays to all.

Cheryl Taylor, P.E.
Director of Public Works

THE TOWN OF WESTLAKE
DISTINCTIVE BY DESIGN

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1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

File #: RES 25-09 **Agenda Date:** 2/18/2025 **Agenda #:** F.4.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act regarding Resolution 25-09 approving and authorizing the Town Manager to enter into a contract with Global Pump Solutions for emergency repairs and installation services for water and wastewater infrastructure throughout the town in an amount not to exceed $450,765.20 utilizing BuyBoard Cooperative Purchasing Contract #672-22 (Cheryl Taylor, P.E., Director of Public Works)

STAFF: Cheryl Taylor, P.E., Director of Public Works

BACKGROUND:

This agreement for Emergency Utility Pump, Motor and Valve repair and installation will allow staff to utilize Global Pump Solutions, for repairs or replacement of control valves, lift station pumps, throughout the year by utilizing BuyBoard contract pricing #672-22. The total request of $450,7653.20 includes a total of $372,804.14 for the emergency repairs and the previously approved electrical repairs to all 4 lift stations in the amount of $40,680.61 with this vendor which now exceeds the Town Manager's signatory authority and requires Council approval.

DISCUSSION:

On-going maintenance is required throughout the town for repairs to water and wastewater infrastructure. Public Works staff have discovered that both motorized control fill valves to the pump station which regulate the flow of all drinking water from the City of Fort Worth have cracks in the valve body and are in desperate need of replacement. As this repair is critical to the Town's distribution system, an emergency repair is required. The lead time for delivery is 16 weeks. Staff has already ordered these critical valves due to the lead time and malfunctioning of the motor actuator. Delivery of the fill control valves is anticipated in April.

More recently, additional valve failures have occurred on High Service Pumps No. 3 and No. 4 allowing water to rapidly flow backwards into the pumps from the distribution system and spill out into the pump house, draining the water tower rapidly. The malfunction of these two critical pumps that were installed with the original construction of the pump station in 2001 will also require an emergency repair to ensure continued reliable functioning of the distribution system as the Town enters the season of peak water usage in the summer months. Lead time on replacement pump control valves is 20 weeks from date of purchase, after approval of this agreement.

With respect to wastewater, Public Works staff initiated a lift station pump rotation program this fiscal year and determined during maintenance inspections that two (2) lift station pumps - Deloitte and Fidelity - require replacement The Fidelity lift station pump has moisture in the motor due bad seals and as a result ruined the bearings in the motor. The Deloitte lift station pump failure had the wires spliced due improper ordering and the motor subsequently got hot and shorted the motor and windings. It is better value to replace both pumps due to age and cost to repair. These pumps are original to the lift stations which were installed at Fidelity in 1999, and Deloitte was constructed in 2009. Staff recommend the replacement of the original lift station pumps

rather than rebuilding or refurbishing due to the lack of work order and maintenance records since installations.

Per Local Government Code 252.022 General Exemptions for water and utility services, procurement requirements, that will require Council approval and will be funded with a future budget amendment of the fiscal year 2024-2025 approved Public Works Utility Fund operating budget.

The cost of these emergency repairs for the pump station and lift stations are as follows:

Pump Station (Water)		
Fill Control Valves		$159,200.00
Pump Control Valves - Pumps 3 and 4		$174,000.00
Lift Stations (Wastewater)		
Pump - Hwy 114 Fidelity	$19,491.57	
Pump - Deloitte		$20,112.57
Total Emergency Repairs		$372,804.14

The cost of the recently completed lift station rehabilitation that was previously approved by Town Manager is $40,680.61 is included in the total request this evening due to procurement requirements, as the work was completed by the same vendor.

The total request this evening:	
Emergency Repairs	$372,804.14
Contingency (10%)	$37,280.41
Previously approved lift station rehabilitation	$40,680.61
Grand Total	$450,765.20

Utilizing Buy Board Contract Pricing, the Town of Westlake will contract Global Pump Solutions for pump, motor, and valve replacement services. The total proposed contract is above the Town Manager's signatory approval and requires Town Council approval.

FISCAL IMPACT:

Total request of $450,765.20 includes a 10% contingency as well as the previously approved lift station electrical repairs that were completed this month in the amount of $40,680.61. The cost of the lift station rehabilitation was within the Town Manager's signatory authority.

Funding for this contract will require a budget amendment to the Fiscal Year 2024-25 Public Works Utility Fund approved operating budget. The total proposed contract is above the Town Manager's signatory approval and requires Council approval.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 25-09 authorizing the Town Manager to enter into a contract with Global Pump Solutions for emergency repair and installation services for water and wastewater infrastructure throughout the Town in an amount not to exceed $450,765.20 utilizing BuyBoard Cooperative Purchasing Contract #672-22.

ATTACHMENT(S):

1. Resolution 25-09

2. Pump Station - Ground Storage Control Fill Valves (2) Replacement
3. Pump Station - Booster Control Valve Replacements for Pumps 3 & 4
4. Lift Station - Deloitte Lift Station Pump Replacement
5. Lift Station - Hwy 114 Fidelity Lift Station Pump Replacement
6. Rehabilitation of All (4) Lift Stations (previously approved by Town Manager)

TOWN COUNCIL ACTION/OPTIONS:

1) Motion to approve

2) Motion to amend with the following stipulations (please state stipulations in motion)

3) Motion to table

4) Motion to deny

TOWN OF WESTLAKE

RESOLUTION NO. 25-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH GLOBAL PUMP SOLUTIONS FOR EMERGENCY REPAIR AND INSTALLATION SERVICES OF WATER AND WASTEWATER INFRASTRUCTURE THROUGHOUT THE TOWN IN AN AMOUNT NOT TO EXCEED $450,765.20 UTILIZING BUYBOARD COOPERATIVE PURCHASING CONTRACT #672-22

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

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

WHEREAS, the Town Council recognizes the importance of replacing aging infrastructure to ensure proper and reliable delivery of drinking water to the residents, schools, and commercial properties and campuses within the Town as well as proper removal of wastewater for treatment per TCEQ requirements; and,

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

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

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

SECTION 2: That the Town Council of the Town of Westlake does hereby approve the contract with Global Pump Solutions for emergency repair and installation services of water and wastewater infrastructure throughout the Town and further authorize the Town Manager or designee to execute this contract.

SECTION 3: That the emergency purchase of the failed valves meets Local Government Code 252.022 General Exemptions for water and utility services, procurement requirements.

SECTION 4: That the funding for the emergency repair in an amount not to exceed $450,765.20 utilizing BuyBoard Cooperative Purchasing Contract #672-22 requires Council approval and will be funded with a future budget amendment to the fiscal year 2024-2025 approved Public Works Utility Fund operating budget.

SECTION 5: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 6: That this Resolution shall become effective from and after its date of passage.

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

_____
Kim Greaves, Mayor

ATTEST:

_____
Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

_____
L. Stanton Lowry, Town Attorney

Global Pump Solutions LLC

4541 J D Mouser Pkwy
Alvarado, TX 76009 US
+19724495770
accounting@gpspumps.com
www.globalpumpsolutions.net

Estimate

ADDRESS
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

SHIP TO
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

ESTIMATE	4613
DATE	08/28/2024
EXPIRATION DATE	04/19/2025

CONTACT
Kyle

PROJECT NAME
Pump Station Cla Vals

DATE		DESCRIPTION	QTY
	Labor	Install 2ea. new Meter Vault Cla-Vals at GST to replace current fill valves. SCADA integration of the new Cla-Val valves at GST	1
	Cla-Val	2ea.10" ELECTRONIC FLOW CONTROL VALVE 150# FLANGED GLOBE DS SSB 2ea. LINE SIZE STRAINERS (anti cavitation protection) 2ea. UP-22D PANEL (Valve Panel) 7PSIMin-66PSIMax	2
	Misc	Consumables for job: Stainless Steel Hardware 8" to 10" reducers ETC....	1

Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions BUYBOARD#672-22

SUBTOTAL	159,200.00
TAX	0.00
TOTAL	**$159,200.00**

Accepted By

Accepted Date

ESTIMATE

Global Pump Solutions LLC
4541 J D Mouser Pkwy
Alvarado, TX 76009

accounting@gpspumps.com
+1 (972) 449-5770
www.globalpumpsolutions.net

Bill to
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

Ship to
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

Estimate details
Estimate no.: 4833
Estimate date: 12/17/2024
Expiration date: 04/19/2025

Project Name: Pump Station
Contact: Kyle

#	Product or service	Description	Qty	Rate	Amount
1.	**Field Labor**	Remove valve and install new cla-vals (2ea.) 4days 2 techs Scada Integration Included for both valves (Prime)	1	$40,000.00	$40,000.00
2.	**Cla-Val**	BOOSTER PUMP CONTROL V A LV E XP2F, X117DL2W 150# FLA NGED GLOBE DS SSB 120/60 E TO OPEN MO	2	$64,000.00	$128,000.00
3.	**Misc**	Consumables for job SS bolts and Spacer Flanges.	1	$6,000.00	$6,000.00

Total **$174,000.00**

Expiry date 04/19/2025

Note to customer

Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions BUYBOARD#672-22

Accepted date **Accepted by**

ESTIMATE

Global Pump Solutions LLC
4541 J D Mouser Pkwy
Alvarado, TX 76009

accounting@gpspumps.com
+1 (972) 449-5770
www.globalpumpsolutions.net

Westlake, City of:WK000513 - City of Westlake- Flygt pump S/N S0020002

Bill to
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

Ship to
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

Estimate details
Estimate no.: 4813
Estimate date: 12/06/2024
Expiration date: 04/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**GX9S3C7C1111337**	XFP 100G-CB1.7 PE150/4 230V 49' cable *pump to be changed to 460V if ordered. 230v pump is the only pump in stock*	1	$16,692.00	$16,692.00
2.	**98' Cable**	98' PUMP POWER CABLE	1	$2,742.00	$2,742.00
3.	**62665304**	Sulzer - XFP to Flygt Guide Rail System Adapter, Cast Iron, DN100 (4”), Rail Size: 2” x 2, Hardware Kit Included	1	$678.5684225	$678.57
4.		2-3weeks			

Total **$20,112.57**

Expiry date 04/19/2025

Note to customer

Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions BUYBOARD#672-22

Accepted date **Accepted by**

ESTIMATE

Global Pump Solutions LLC
4541 J D Mouser Pkwy
Alvarado, TX 76009

accounting@gpspumps.com
+1 (972) 449-5770
www.globalpumpsolutions.net

Westlake, City of:WK000514 - City of Westlake- Flygt pump S/N 2110224

Bill to
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

Ship to
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

Estimate details
Estimate no.: 4792
Estimate date: 12/02/2024
Expiration date: 04/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**GX9B3K6C1111337**	Sulzer XFP100G CB1.6 PE185/4 460V 25HP 49' cable	1	$16,068.00	$16,068.00
2.	**98' Cable**	98' PUMP POWER CABLE	1	$2,745.00	$2,745.00
3.	**62665304**	Sulzer - XFP to Flygt Guide Rail System Adapter, Cast Iron, DN100 (4”), Rail Size: 2” x 2, Hardware Kit Included	1	$678.5684225	$678.57
4.		Lead time 11-13 Weeks ARO			

Total **$19,491.57**

Expiry date 04/19/2025

Note to customer

Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions BUYBOARD#672-22

Accepted date **Accepted by**

Global Pump Solutions LLC

4541 J D Mouser Pkwy
Alvarado, TX 76009 US
+19724495770
accounting@gpspumps.com
www.globalpumpsolutions.net

Estimate

ADDRESS
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

SHIP TO
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

ESTIMATE	4650
DATE	09/19/2024
EXPIRATION DATE	10/18/2024

CONTACT
Kyle Flanigan

PROJECT NAME
Valquero LS

	DESCRIPTION	QTY	RATE	AMOUNT
001-DVM-1212G5	MPE- Dual Voltage Phase Monitor - 15% of 200-280V or -10% of 425-525V, with 5 second reset delay Valquero LS	2	388.60	777.20
010-120-122P	Duplexer Controller - 2 pump controller. Backup if scada goes out, pumps will be able to run off of floats solely. Valquero LS	1	1,183.06	1,183.06
MPEDR12	Din Rail SD12PC Sockets for line items 1&2 Valquero LS	4	63.01	252.04
A6AXFNGQ HOFFMAN	AC Axial Fan, Compact, 115V, Circular, 162 mm, 38.1 mm, Ball Bearing, 102 CFM Fan for Panel Valquero LS	1	975.26	975.26
BAA1000 IDEC	DIN Mounting Rail, Aluminum, 3.28x1.38" (1mx35mm) Din Rail Valquero LS	1	33.06	33.06
ATMR1	MERSEN 600V CLASS CC FAST ACTING Fuse Fuse for phase monitor Valquero LS	3	30.70	92.10
Field Labor	Install of all components listed above 2days per station	2	1,500.00	3,000.00

Misc	miscellaneous consumables for job	1	500.00	500.00

1) Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.
2) Estimated lead time: 7 - 20 working weeks
3) We can add field labor to above quote to install these components.
4) On above Sq-D Size 3 starters remove $277.33 per unit if City wants to use Size 2 starters.
5) We at GPS want to Thank You for your business.

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions BUYBOARD#672-22

SUBTOTAL	6,812.72
TAX	0.00
TOTAL	**$6,812.72**

Accepted By

Accepted Date

Global Pump Solutions LLC

4541 J D Mouser Pkwy
Alvarado, TX 76009 US
+19724495770
accounting@gpspumps.com
www.globalpumpsolutions.net

Estimate

ADDRESS
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

SHIP TO
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

ESTIMATE	4652
DATE	09/19/2024
EXPIRATION DATE	10/18/2024

CONTACT
Kyle Flanigan

PROJECT NAME
Westlake Ranch LS

	DESCRIPTION	QTY	RATE	AMOUNT
001-DVM-1212G5	MPE- Dual Voltage Phase Monitor - 15% of 200-280V or -10% of 425-525V, with 5 second reset delay Westlake Ranch LS	2	388.60	777.20
010-120-122P	Duplexer Controller - 2 pump controller. Backup if scada goes out, pumps will be able to run off of floats solely. Westlake Ranch LS	1	1,183.06	1,183.06
MPEDR12	Din Rail SD12PC Sockets for line items 1&2 Westlake Ranch LS	4	63.01	252.04
A6AXFNGQ HOFFMAN	AC Axial Fan, Compact, 115V, Circular, 162 mm, 38.1 mm, Ball Bearing, 102 CFM Fan for Panel Westlake Ranch LS	1	975.26	975.26
BAA1000 IDEC	DIN Mounting Rail, Aluminum, 3.28x1.38" (1mx35mm) Din Rail Westlake Ranch LS	1	33.06	33.06
ATMR1	MERSEN 600V CLASS CC FAST ACTING Fuse Fuse for phase monitor Westlake RanchLS	3	30.70	92.10
Field Labor	Install of all components listed above 2days per station	2	1,500.00	3,000.00

Misc	miscellaneous consumables for job	1	500.00	500.00

1) Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.
2) Estimated lead time: 7 - 20 working weeks
3) We can add field labor to above quote to install these components.
4) On above Sq-D Size 3 starters remove $277.33 per unit if City wants to use Size 2 starters.
5) We at GPS want to Thank You for your business.

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions BUYBOARD#672-22

SUBTOTAL	6,812.72
TAX	0.00
TOTAL	**$6,812.72**

Accepted By

Accepted Date

Global Pump Solutions LLC

4541 J D Mouser Pkwy
Alvarado, TX 76009 US
+19724495770
accounting@gpspumps.com
www.globalpumpsolutions.net

Estimate

ADDRESS
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

SHIP TO
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

ESTIMATE 4653
DATE 09/19/2024
EXPIRATION DATE 10/18/2024

CONTACT
Kyle Flanigan

PROJECT NAME
Deloitte LS

	DESCRIPTION	QTY	RATE	AMOUNT
001-DVM-1212G5	MPE- Dual Voltage Phase Monitor - 15% of 200-280V or -10% of 425-525V, with 5 second reset delay Deloitte LS	2	388.60	777.20
010-120-122P	Duplexer Controller - 2 pump controller. Backup if scada goes out, pumps will be able to run off of floats solely. Deloitte LS	1	1,183.06	1,183.06
MPEDR12	Din Rail SD12PC Sockets for above components Deloitte LS	4	63.01	252.04
8536SE01V02S	SQ-D STARTER SZ-3 OPEN Deloitte LS	2	1,560.00	3,120.00
B45	SQ-D HEATER ELEM for above starter Deloitte LS	6	37.14	222.84
RPM32B7 SQD	3PDT Panel Mount Relay Plug In, 15 A, 24VAC for Deloitte LS	4	60.83	243.32
9001KA1	SQ-D CONTACT BLOCK NO-NC Deloitte LS	4	58.14	232.56
A6AXFNGQ HOFFMAN	AC Axial Fan, Compact, 115V, Circular, 162 mm, 38.1 mm, Ball Bearing, 102 CFM	1	775.26	775.26

Global Pump Solutions LLC

4541 J D Mouser Pkwy
Alvarado, TX 76009 US
+19724495770
accounting@gpspumps.com
www.globalpumpsolutions.net

Estimate

ADDRESS
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

SHIP TO
Westlake, Town of
2901 W Dove Rd.
Westlake, TX 76262

ESTIMATE 4655
DATE 09/19/2024
EXPIRATION DATE 10/18/2024

CONTACT
Kyle Flanigan

PROJECT NAME
Fidelity LS Electrical Improv.

	DESCRIPTION	QTY	RATE	AMOUNT
001-DVM-1212G5	MPE- Dual Voltage Phase Monitor - 15% of 200-280V or -10% of 425-525V, with 5 second reset delay Fidelity LS	2	388.60	777.20
010-120-122P	Duplexer Controller - 2 pump controller. Backup if scada goes out, pumps will be able to run off of floats solely. Fidelity LS	1	1,183.06	1,183.06
MPEDR12	Din Rail SD12PC Sockets for above components Fidelity LS	4	63.01	252.04
MPE PMR-2 (Includes Socket)	Pump Monitor Relay Fidelity LS	3	774.63	2,323.89
8536SE01V02S	SQ-D STARTER SZ-3 OPEN Fidelity LS	3	1,560.00	4,680.00
B45	SQ-D HEATER ELEM for above components Fidelity LS	12	37.14	445.68
9001KA1	SQ-D CONTACT BLOCK NO-NC Fidelity LS	4	58.14	232.56
A6AXFNGQ HOFFMAN	AC Axial Fan, Compact, 115V, Circular, 162 mm, 38.1 mm, Ball Bearing, 102 CFM	1	775.26	775.26

	Fidelity LS			
BAA1000 IDEC	DIN Mounting Rail, Aluminum, 3.28x1.38" (1mx35mm)	1	23.06	23.06
	Fidelity LS			
MTW-4-STR-BLK	CU WIRE	120	3.95	474.00
	Wire for starters			
02403042	Offset Eye, Support Grip, 1.2-1.5", Stainless Steel, Rod	2	178.97	357.94
Field Labor	Install of all components listed above 2days per station	2	1,500.00	3,000.00
Misc	Miscellaneous consumables for job	1	500.00	500.00
S100NONC	ROTO-FLOAT 100'	4	0.00	0.00

1) Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.
2) Estimated lead time: 7 - 20 working weeks
3) We can add field labor to above quote to install these components.
4) On above Sq-D Size 3 starters remove $277.33 per unit if City wants to use Size 2 starters.
5) We at GPS want to Thank You for your business.

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions BUYBOARD#672-22

SUBTOTAL	15,024.69
TAX	0.00
TOTAL	**$15,024.69**

Accepted By

Accepted Date

	Fan for Panel			
	Deloitte LS			
BAA1000 IDEC	DIN Mounting Rail, Aluminum, 3.28x1.38" (1mx35mm)	1	23.06	23.06
	Din Rail			
	Deloitte LS			
ATMR1	MERSEN 600V CLASS CC FAST ACTING	42	20.70	869.40
	Fuse for phase monitor			
	Deloitte LS			
MTW-4-STR-BLK	CU WIRE	120	3.95	474.00
	Wire for starters			
	Deloitte LS			
02403042	Offset Eye, Support Grip, 1.2-1.5", Stainless Steel, Rod	2	178.97	357.94
Field Labor	Install of all components listed above 2days per station	2	1,500.00	3,000.00
Misc	Miscellaneous consumables for job	1	500.00	500.00
S100NONC	ROTO-FLOAT 100'	3	0.00	0.00
S60NONC	ROTO-FLOAT 60'	2	0.00	0.00

1) Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.
2) Estimated lead time: 7 - 20 working weeks
3) We can add field labor to above quote to install these components.
4) On above Sq-D Size 3 starters remove $277.33 per unit if City wants to use Size 2 starters.
5) We at GPS want to Thank You for your business.

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions BUYBOARD#672-22

SUBTOTAL	12,030.68
TAX	0.00
TOTAL	**$12,030.68**

Accepted By

Accepted Date

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

File #: RES 25-01 **Agenda Date:** 2/18/2025 **Agenda #:** F.5.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act to approve Resolution 25-01 amending the established dates for Regular Meetings of the Town Council | Board of Trustees through September 30, 2025 (Town Manager Wade Carroll)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

The Town Council/Board of Directors is charged with the development and implementation of a meeting calendar that clearly defines public meeting dates for the Westlake Town Council and the Westlake Academy Board of Directors. The adoption of the calendar by resolution is required by Sec. 22.038 MEETINGS of the Texas Local Government Code stating in section (a), "The governing body of the municipality shall meet at the time and place determined by a resolution adopted by the governing body**."**

DISCUSSION:

Through discussion with Council/Board members and staff at both the Town of Westlake and the Westlake Academy, the group has determined that moving to a single meeting per month would be beneficial for all involved. The Town of Westlake and Westlake Academy staff feel that the additional time between meetings will improve the level of preparation and the materials required to ensure that the Council/Board have the information necessary to make a well-informed decision on items brought before them. The shortened schedule will also allow those Council/Board members to better control their own schedules and make participation in all meetings easier to manage. Staff has created two calendars for the Council's review. The first shows meeting dates continuing Mondays but moves the majority of the meetings to the third (3rd) Monday of the month. The Planning and Zoning Commission meets during the first week of the month and therefore staff needs to ensure that we have time to turn materials around and prepare Council for decisions on zoning issues. The second calendar moves the meeting to the third (3rd) Tuesday of the month. The Town Manager and Head of School would like to request that the meetings move to a Tuesday. This accomplishes two things, one that the staff has time to cover the materials with Council before the meeting through phone calls and emails and two, removes the need for changing meeting dates due to the 4 holidays that fall on Mondays each year.

The new calendar can begin either in April or if Council would prefer, we could start the one meeting per month schedule in March. However, the third week of March is spring break for the Academy. Staff requests that if that is preferred, the original meeting date of March 24 is upheld.

Council can agree upon one of the calendars presented or can ask staff to develop another calendar for their review that better meets their needs.

FISCAL IMPACT:

There is no fiscal impact as a result of changing the meeting dates.

STAFF RECOMMENDATION:

Staff recommends approving Resolution 25-01 moving Town Council/Board of Trustees meetings to a once a month meeting schedule on the third (3rd) Tuesday of each month as outlined in the calendar presented.

ATTACHMENT(S):

2 TC BOT Meeting Calendar Options

Current TC BOT FY 24 25 Meeting Calendar

Resolution 25-01

TOWN COUNCIL ACTION/OPTIONS:

1) Motion to approve
2) Motion to amend with the following stipulations (please state stipulations in motion)
3) Motion to table
4) Motion to deny

TOWN COUNCIL | BOARD OF TRUSTEES

MEETING ON 3RD MONDAY BEGINNING APRIL 2025

includes Planning & Zoning Commission Dates

April 25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

(Good Friday April 18th)

May 25

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(Memorial Day 5/26)

June 25

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

(Juneteenth 6/19)

July 25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

(Independence Day 7/4)

August 25

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 25

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

(Labor Day 9/1)

Holidays | Council/BOT Meeting | P&Z

TOWN COUNCIL | BOARD OF TRUSTEES

MEETING ON 3RD TUESDAY BEGINNING APRIL 2025

includes Planning & Zoning Commission Dates

April 25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

(Good Friday April 18th)

May 25

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(Memorial Day 5/26)

June 25

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

(Juneteenth 6/19)

July 25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

(Independence Day 7/4)

August 25

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 25

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

(Labor Day 9/1)

Holidays | Council/BOT Meeting | P&Z

TOWN COUNCIL | BOARD OF TRUSTEES
FY 24-25 MEETING CALENDAR

October 24

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 24

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

(Thanksgiving 11/28 & 11/29)

December 24

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

(Christmas 12/24 & 12/25)
(Winter Break 12/23 - 1/3)

January 25

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

(New Year's Day 1/1 & MLK 1/20)

Febuary 25

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

(Presidents' Day 2/17)

March 25

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

(Spring Break 3/17-3/21)

April 25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

(Good Friday April 18th)

May 25

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(Memorial Day 5/26)

June 25

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

(Juneteenth 6/19)

July 25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

(Independence Day 7/4)

August 25

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 25

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

(Labor Day 9/1)

Holidays | **Council/BOT Meeting** | ***Winter/Spring Break***

Town of Westlake, 1500 Solana Blvd., Bldng. 7, Suite 7200, Westlake, TX 76262
www.Westlaketx.gov 817-430-0941

TOWN COUNCIL | BOARD OF TRUSTEES
FY 24-25 MEETING DATES LIST

DATE	DAY OF WEEK
10/7/2024	MONDAY
10/21/2024	MONDAY
11/11/2024	MONDAY
12/9/2024	MONDAY
1/6/2025	MONDAY
1/21/2025	**TUESDAY**
2/3/2025	MONDAY
2/18/2025	**TUESDAY**
3/3/2025	MONDAY
3/24/2025	MONDAY
4/7/2025	MONDAY
4/21/2025	MONDAY
5/5/2025	MONDAY
5/19/2025	MONDAY
6/2/2025	MONDAY
6/16/2025	MONDAY
7/14/2025	MONDAY
8/4/2025	MONDAY
8/18/2025	MONDAY
9/2/2025	**TUESDAY**
9/15/2025	MONDAY

Town of Westlake, 1500 Solana Blvd., Bldng. 7, Suite 7200, Westlake, TX 76262
www.WestlakeTX.gov 817-430-0941

TOWN OF WESTLAKE

RESOLUTION NO. 25-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, TO SET THE MEETING DATES FOR THE PERIOD OF APRIL 1, 2025 THRU SEPTEMBER 30, 2025 OF THE TOWN COUNCIL, BOARD OF TRUSTEES, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code allows the governing body of a general law municipality to establish regular meetings of the governing body by the passage of a resolution; and

WHEREAS, the Town Council finds that it is in the best interest of the Council and the Town's residents that the Council shall establish regular meetings at a convenient date, time, and place; and

WHEREAS, the 2025 available regular meeting dates are hereby amended in accordance with attached ***Exhibit "A"***; and

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

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

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

SECTION 2: The Town Council hereby sets the meeting dates for the period of April 1, 2025 thru September 30, 2025 for regular meetings as shown in the attached ***Exhibit "A".***

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

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

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

ATTEST:

_____
Kim Greaves, Mayor

_____
Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

_____
L. Stanton Lowry, Town Attorney