



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Tuesday, November 21, 2023 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a Regular Meeting on the 21st day of November 2023 at 7:00 p.m., in the Council Chambers, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

REMOTE ACCESS - Join Zoom Meeting at <https://us02web.zoom.us/j/3499549035>
Or via telephone: Dial (346) 248-7799
Meeting ID: 349 954 9035

If you wish to speak during the meeting or provide written comments, please email your name, phone number, comments, and the item number you wish to speak/comment on to citysec@westlakehills.gov by 1:00 P.M. on November 21, 2023.

1. Call to Order
2. Citizen Communications The City Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters not listed on the agenda. The Council may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.
3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.
 - a. Approval of the November 8, 2023 Regular Meeting Minutes.
 - b. Approval of an Interlocal Agreement with Travis County Emergency Services District (ESD) No. 9 and the City of West Lake Hills for enforcement of the City of West Lake Hills, Texas fire code.

4. Land Use 900 Live Oak Circle - Discuss and reconsider action on a variance to replace an existing fence approximately 20 feet from the street edge (30 feet is required) and an 8-foot-tall side yard fence along the western side property line (6-foot height maximum) (Section 22.03.173 of the West Lake Hills Code). Applicant Leah Romero, Word + Carr Design Group.
 - a. In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) pursuant to Section 551.071 Consultation with the attorney.
 - b. Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney.
5. Staff Briefing Introduction of new Building & Development Services Staff and update on development review process improvements.
6. Administration Discuss and consider approving a Task Order Contract with Walter P Moore Engineering for Wastewater Collection System Model Development and Capacity Analysis and authorizing the City Administrator to execute the same.
7. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) to discuss the following:
 - a. Section 551.071 - Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:
 1. Jaffe - 1405 Wildcat Hollow;
 2. Alvarez - 1505 Wildcat Hollow;
 3. Lambert - 1600 Westlake Drive; and
 4. 1836 Real Estate, LLC - 707 Butler Cove.
 - b. Section 551.072 - Deliberations about Real Property.
8. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney and deliberations about real property.
9. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the November 21, 2023 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, November 17, 2023 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Terry Blanchard, City Secretary

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable accommodation and equal access to communications will be provided upon request.

All items on the agenda are for discussion and/or action. City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Wednesday, November 8, 2023 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Pro-Tem Bowman called the meeting to order at 7:00 p.m.

CITY COUNCIL PRESENT:

Mayor Pro-Tem Gordon Bowman
James Vaughan
Brian Plunkett (** *arrived late*)
Beth South
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Director of BDS Jennifer Bills
Chief of Police Scott Gerdes
City Attorney Patty Akers

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

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

3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.
- a. Approval of the October 25, 2023 Regular Meeting Minutes.
 - b. Approval of an electric utility easement to the City of Austin at 4010 Bee Cave Road and authorizing the Mayor to execute the same.
 - c. Accept wastewater infrastructure for Wildcat Club Subdivision.

** Councilmember Plunkett arrived at 7:04 p.m.

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember South, the Council voted four (4) for and none (0) opposed with one (1) abstention to approve the Consent Agenda as presented. Councilmember Walker abstained. Motion carried.

The meeting was recessed at 7:06 p.m.

The meeting was reconvened at 7:18 p.m.

4. Land Use 904 Old Stonehedge - Discuss and consider action on two variances to allow the reconstruction of a non-conforming privacy fence: (1) to encroach into the 30-foot front fence setback approximately 15 feet; and (2) for the front yard fence to be a solid wood privacy-style fence where 80% transparency is required (Section 22.03.173 of the West Lake Hills Code). Applicant Dan Littlejohn.

Director Bills gave a brief summary.

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember Walker, the Council voted four (4) for and one (1) opposed to approve the variances as requested. Voting for the motion were Bowman, Vaughan, South, and Walker. Voting against was Plunkett. Motion carried.

5. Land Use 1200 Westlake Drive - Discuss and consider action on variances for the installation of a fence on a vacant lot and the development of a turf sport field on a vacant lot and within the 30-foot rear setback (Section 22.03.173 and 38.03.032 (b) of the West Lake Hills Code). Applicant Hughes Holland.

Director Bills gave a brief summary. City Attorney Akers recommends replatting the properties before seeking a variance.

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember South, the Council voted five (5) for and none (0) opposed to deny the variances as requested. Motion carried.

6. Land Use 300 Block of Laurel Valley - Discuss and consider action on a replat of East Ledgeaway Subdivision, Lot 4 to create two lots, Lot 4A and 4B (Section 36.01.004 of the West Lake Hills Code). Applicants Jeffery and Michelle Sunshine.

Director Bills gave a brief summary.

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

7. Land Use 900 Live Oak Circle - Discuss and consider action on a variance to replace an existing fence approximately 20 feet from the street edge (30 feet is required) and an 8-foot-tall side yard fence along the western side property line (6-foot height maximum) (Section 22.03.173 of the West Lake Hills Code). Applicant Leah Romero, Word + Carr Design Group.

Director Bills gave a brief summary.

The following individuals provided comments to Council:

- Jason Karp (property owner) - Wants to change current fence due to safety issues. Asks to use the current location of the fence to avoid disturbing plants and trees on property.

- Brenda Smith (925 Live Oak Circle) - Neutral on the request. Questions hardship, use of terminology, and distance from the street.
- Leah Romero (landscape architect) - Stated hardship is no different from previous agenda item that was approved. Fence post holes will be reused with new fence.
- Gail O'Dell (935 Live Oak Circle) - Shares concerns with Brenda Smith. Does not see a hardship. Appreciates the effort for wildlife safety, but doesn't care for existing fence size or location. She is in favor of accommodating trees.
- Suzanne Meade (904 Live Oak Circle) - The proposed fence would be wonderful for privacy. Feels like the hardship is the lack of privacy with literally no back yard for this location.

Councilmember Vaughan made a motion to approve both variances as requested. Motion died for lack of second.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Walker, the Council voted five (5) for and none (0) opposed to approve the 8-foot tall side yard fence variance. Motion carried.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Walker, the Council voted three (3) for and two (2) opposed to deny the variance to replace an existing fence approximately 20 feet from the street edge. Voting for the motion were Plunkett, South, and Walker. Voting against were Bowman and Vaughan. Motion carried.

8. Administration Discuss and consider approving a Task Order contract with Walter P Moore Engineering for 2023-2024 Street and Drainage Improvements and authorizing the City Administrator to execute the same.

City Administrator Fletcher gave a brief summary.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Walker, the Council voted five (5) for and none (0) opposed to approve the Task Order contract and authorize the City Administrator to execute said contract. Motion carried.

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

City Administrator Fletcher gave a presentation. Stephen Karp with AGCM updated the Council on the schedule to GMP.

10. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) to discuss the following:
 - a. Section 551.071 - Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:

1. Jaffe - 1405 Wildcat Hollow;
 2. Alvarez - 1505 Wildcat Hollow;
 3. Lambert - 1600 Westlake Drive; and
 4. 1836 Real Estate, LLC - 707 Butler Cove.
- b. Section 551.072 - Deliberations about Real Property.

Council convened into Executive Session at 8:49 p.m.

11. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney and deliberations about real property.

Council reconvened in Open Session at 9:07 p.m. No action was taken.

12. Adjournment

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember Plunkett, the Council voted five (5) for and none (0) opposed to adjourn the meeting at 9:08 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on November 21, 2023.



City of West Lake Hills
City Council

AGENDA REPORT

Meeting Date:	November 21, 2023	Item Number:	3b
Department:	Administration Trey Fletcher, City		
Prepared By:	Administration	Cost / Budget:	None
Exhibits:	Agreement	Source of Funds:	n/a

Subject

Approval of an Interlocal Agreement with Travis County Emergency Services District (ESD) No. 9 and City of West Lake Hills, Texas for enforcement of the City of West Lake Hills, Texas fire code.

Recommendation

Staff recommends approval of the proposed agreement.

Discussion

The city and ESD9 have enjoyed a strong and collaborative relationship. The establishment of this agreement furthers this partnership for the enforcement of fire codes adopted by the city of West Lake Hills. The agreement further authorizes ESD9, through the role of the Fire Marshal, to augment the city's efforts for the enforcement of other measures adopted by the city related to fire prevention and control, enforcement of prohibited parking areas such as fire lanes, and building regulations including site plan review and fire flow requirements.

The ILA also authorizes ESD9 to take whatever action is necessary to enforce the West Lake Hills Fire Code, including imposing any related penalties described in it, within the limits imposed by applicable law and processed through the West Lake Hills Municipal Court.

**INTERLOCAL AGREEMENT
BETWEEN TRAVIS COUNTY EMERGENCY SERVICES
DISTRICT NO. 9 AND
CITY OF WEST LAKE HILLS, TEXAS
FOR ENFORCEMENT OF CITY OF WEST LAKE HILLS,
TEXAS FIRE CODE**

THIS AGREEMENT is entered into by the following parties:

City of West Lake Hills, Texas, a general law municipality located in Travis County, Texas, ("City"),
and Travis County Emergency Services District No. 9, a political subdivision of Texas ("District").

RECITALS

City and District have each determined that it would be mutually advantageous for District to enforce the West Lake Hills Fire Code within the municipal boundaries of City.

City designates the District's Fire Marshal to serve in the capacity of fire marshal for the City.

City and District are authorized to enter into this agreement in all respects by TX. GOV'T. CODE, Chapter 791.

AGREEMENT

City and District agree as follows:

1.0 Definitions

1.01 Council "Council" means City Council of the City of West Lake Hills, Texas.

1.02 Board of Commissioners "Board" means the Board of Commissioners of Travis County Emergency Services District No. 9.

1.03 District "District" means Travis County Emergency Services District No. 9.

1.04 Day "Day" means calendar day.

1.05 Fire Code Inspection(s) "Fire Code Inspection(s)" means the review of plans, the issuance of construction permits, the inspection of installations, the issuance of operational permits for compliance with the City of West Lake Hills Fire Code, as amended from time to time, upon request for a permit and providing for an alternative means of compliance, if requested and deemed necessary by the City. It also includes the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the City of West Lake Hills. Inspection includes all follow-up necessary to ensure compliance with City of West Lake Hills Fire Code.

1.06 District Fire Marshal "District Fire Marshal" means the District Fire Marshal and his or her

designated deputy District Fire Marshals who are employed in his or her office.

1.07 Fire Regulation Inspection(s) "Fire Regulation Inspection(s)" means the routine inspection of establishments and the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with any applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Inspection includes all follow-up necessary to ensure compliance with any applicable federal, state, and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Routine inspections mean annual inspection and all follow-up necessary to ensure compliance with applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees.

1.08 In the City of West Lake Hills "In the City of West Lake Hills" means any location within the full purpose corporate limits of the City of West Lake Hills, Texas and does not include locations within its extraterritorial jurisdiction or its limited purpose jurisdiction, if any.

1.09 West Lake Hills Fire Code "West Lake Hills Fire Code" means any ordinance related to fire safety, including but not limited to the following provisions of the City of West Lake Hills, Texas Code of Ordinances at the time of service, as amended from time to time by City Council: Chapter 22 Building Regulations, Article 22, Sec. 22.03.097 adopting the International Fire Code, 2015 edition, Section 22.03.018- Site plan approval and fire flow, and Sec. 22.03.214-Fire Warning System; Chapter 8 Fire Prevention and Control, Articles 8.01-8.04 [inclusive], and Sec. 16.05.063; All definitions in the West Lake Hills Fire Code are incorporated the same as if set forth in full in this Agreement.

2.0 Term of Agreement

2.01 Initial Term This interlocal agreement begins on the date when it has been executed by both parties and ends on September 30, 2024 unless earlier terminated by either party in compliance with 13.0 of this Agreement.

2.02 Renewal Term This interlocal agreement, as properly amended or modified from time to time, automatically renews on October 1, 2024, and each subsequent year for a term of one year unless terminated by either party in accordance with 13.0 of this Agreement.

3.0 Responsibilities of City

3.01 Provider City grants District the right to provide the services described in this Agreement in the City of West Lake Hills. City may grant the right to provide the Fire Code Inspection(s) services described in this Agreement to a third party, so long as the City notifies District of the project name and third party providing the services for that project.

3.02 Creation of District Fire Marshal's Authority Prior to or concurrent with the approval and execution of this Agreement, City shall pass whatever ordinances, orders, rules, or resolutions may be necessary under its governing documents to give the same powers, rights, and privileges to the District Fire Marshal that the District Fire Marshal would have as a designated department of City. Despite this authority, employees of the Office of the District Fire Marshal are not employees of City and work solely for District.

3.03 Copies of Ordinance, Rule or Resolution Prior to or concurrent with the approval of this Agreement, City shall provide District with copies of all ordinances, orders, rules, and resolutions initially passed pursuant to this Agreement. Within 30 days after Council approves an ordinance, order, rule or resolution adopting the amended, revised or replaced West Lake Hills Fire Code, City shall provide District with copies of the ordinances, orders, rules and resolutions adopting the amended, revised or replaced West Lake Hills Fire Code.

3.04 Notice of Complaints Citizen complaints can be made to either City or District and staff shall manage, distribute and coordinate appropriate corrective actions and communications with the parties.

3.05 Fire Code Inspection For Fire Code Inspections under this Agreement, City designates the District Fire Marshal to receive information for administering the provisions of and prosecuting violations of the West Lake Hills Fire Code. The procedures for requests for hearings, for hearings and for actions taken as a result of those hearings are set forth in the West Lake Hills Fire Code. City authorizes District to take whatever action is necessary to enforce the West Lake Hills Fire Code, including imposing any related penalties described in it, within the limits imposed by applicable law.

3.06 Fire Regulation Inspection For Fire Regulation Inspections under this Agreement, City designates the District Fire Marshal to receive information for prosecuting violations of any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. City authorizes District to take whatever action is necessary to enforce the applicable rules, including any related penalties described in the other applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees, within the limits imposed by applicable law.

3.07 Legal Action In any legal action which is required as a result of the services provided under this Agreement, City Attorney is responsible for judicial prosecution of violations of the applicable West Lake Hills Fire Code and any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. Prosecution of all violations of the applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees shall be brought in the court of competent jurisdiction as set forth in those federal, state and local rules or regulations.

3.08 Compliance with Laws City shall comply with all applicable laws, rules, and regulations in the performance of this agreement.

4.0 Responsibilities of District

4.01 Enforcement of West Lake Hills Fire Code To the extent allowed by law and this Agreement, District shall administer and enforce the West Lake Hills Fire Code in relation to new construction and work on structures for which City is issuing a building permit under City's building code and carry out the following services related to the West Lake Hills Fire Code in City of West Lake Hills:

4.01.01 -review fire safety and site plans of applicants for permits under City's building code to ensure compliance with the West Lake Hills Fire Code;

4.01.02 - attend pre-development meetings as requested by City;

4.01.03 - provide the City's building official with plan review comments and stop work orders when issued by the Fire Marshal;

4.01.04 - meet with City to discuss and approve an alternative means of compliance for a plan if requested by the applicant or City in order to meet the intent of the West Lake Hills Fire Code;

4.01.05 - issue permits for fire safety requirements under the West Lake Hills Fire Code, including haring appeals;

4.01.06 - perform inspections of installations required by the West Lake Hills Fire Code; and

4.01.07 - perform the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the West Lake Hills Fire Code made to City, with City then contacting the District Fire Marshal's Office, including all follow-up necessary to insure compliance with the West Lake Hills Fire Code.

4.02 Complaint Investigation District shall investigate West Lake Hills Fire Code complaints and complaints about violations of any other applicable federal, state and local rules or regulations related to fire control and prevention that are made directly to City, with City then contacting the District Fire Marshal's Office. If the investigations of a complaint reveal the violation of the West Lake Hills Fire Code or any other applicable federal, state and local rules or regulations related to fire control and prevention, District shall enforce these legal requirements to the extent allowed by law, except that District's enforcement shall not include condemnation of buildings, enforcement of zoning ordinances, or enforcement of flood plain ordinances.

4.03 Other Permit Inspections District shall routinely inspect establishments for compliance with any applicable federal, state, and local rules or regulations that establish the requirement for permits and fees pursuant to those rules or regulations. These inspections include all follow-up necessary to ensure compliance with the applicable federal, state and local rules or regulations. Routine inspections may be either inspection prior to and as part of both the initial state licensing process and all renewals of the state license or the annual inspection and all follow-up necessary to ensure compliance with state rules and regulations.

4.04 Quarterly Reports Within fifteen (15) days after the end of each quarter (90 days) District shall provide City with a report of its operations in the City of West Lake Hills for the preceding quarter (90 days) that includes at least the following information:

4.04.01 the number of applications received in the City of West Lake Hills

4.04.02 the number of permits issued in the City of West Lake Hills, and

4.04.03 the number and type of inspections related to other law that are performed.

4.05 Annual Reports Annually District shall provide City with at least a summary report for the information provided in the quarterly reports under 4.04.

4.06 Access to Reports, Records, and Facilities District shall provide City with full access to all records and permits about the District Fire Marshal that are available by law to members of the public generally.

4.07 Compliance with Laws District shall comply with all applicable laws, rules, and regulations in the performance of this agreement. District shall enforce the West Lake Hills Fire Code in City of West Lake Hills, but nothing in this Agreement shall limit the City's ability to enforce the Fire Code through its police department or code enforcement department.

5.0 Fire Code Permits, Inspections, and Other Fire Regulation Fees

5.01 The District shall have the authority to establish fees within the City of West Lake Hills. These fees, adopted by the District, may be reviewed annually by the City Council. Adjustments to the fees may be made based on the cost incurred by the District in administering the West Lake Hills Fire Code, including inspections, enforcement, permits, investigations, and follow-ups for complaints regarding violations of the West Lake Hills Fire Code. Any changes to the fees adopted by the District shall become effective at the beginning of each calendar year. Furthermore, the District shall provide a copy of the adopted fees to the City Council for their review and concurrence. Any objections to the adopted fees should be directed to the District for reconsideration.

6.0 Responsibility for Losses and Insurance

6.01 Self-Insured City acknowledges that District is self-insured for some losses at the execution of this agreement. City acknowledges that District does not have liability insurance coverage on its operations and is not required to do so under this agreement. City acknowledges that District is not required to provide liability insurance coverage under this agreement and may, at its option, discontinue the liability insurance coverage which District has at the commencement of this agreement.

6.02 Limits of Liability City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of District or its employees or agents in relation to the services provided by District under this Agreement. District is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City or its employees or agents in relation to the responsibilities of City under this Agreement.

6.03 Shared Liability If both District and City are liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City and District in relation to the services provided under this Agreement, City and District are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.

6.04 Assumption of Risk City bears all property losses that result from damages caused by City that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company. District bears all property losses that result from damages caused by District that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company.

7.0 Acknowledgements

7.01 Limit of Authority to Represent City and District intend to enter into this agreement as independent contractors and assume all the rights, obligations, and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other

party. Employees of City shall not be considered to be employees of District. Employees of District shall not be considered to be employees of City.

7.02 Limit on Agents No agent, official, employee, or representative of District has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Board of Commissioners. No agent, official, employee or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Council.

8.0 Amendment of Agreement

8.01 The only modification concerning this agreement that has any force or effect is a subsequent amendment in writing signed by both parties. No official, representative, agent, or employee of District or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

9.0 Entire Agreement

9.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

10.0 Breach

10.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

11.0 Dispute Resolution

11.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TX. CIV. PRAC. AND REM. CODE ANN., § 154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073, unless both parties agree, in writing, to waive the confidentiality.

12.0 Waiver and Reservation of Rights

12.01 Waiver The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision unless the party not in breach agrees to a waiver.

12.02 Reservation of Rights and Remedies All rights of both parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a party shall not

impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement shall not preclude the exercise of any other right or remedy under this agreement, the law or in equity, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

13.0 Termination

13.01 Termination Either party to this agreement may terminate this agreement by giving 90 days prior written notice to the other party.

13.02 Termination for Breach Either party may terminate this agreement if it is found that the other party has breached this Agreement. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 90 days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 90 days results in automatic termination of this Agreement at the end of the 90-day period unless the parties agree in writing to extend the time to cure the breaches.

14.0 Notice

14.01 Written Notice All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

14.02 District Address Notice sent pursuant to this agreement shall be delivered or sent to District at the following addresses:

If hand delivered to:
Board President,
Travis County ESD 9
1301 S. Capital of Texas Hwy
Building B, Suite 123
West Lake Hills, TX 78746

If mailed to:
Board President
Travis County ESD 9
PO BOX 162170
Austin, TX 78716

14.03 City Address Notices sent pursuant to this agreement shall be delivered or sent to City at the following address:

If hand delivered or mailed to:
City Administrator,
City of West Lake Hills, Texas
911 Westlake Drive
West Lake Hills, TX 78746

14.06 Time of Delivery When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days

after deposit in a U.S. mailbox or at a U.S. post office.

14.07 Change of Address Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

15.0 Parties Bound

15.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

16.0 Miscellaneous

16.01 Third Party Rights Not Created This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither District nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.02 Texas Law to Apply This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Travis County, Texas.

16.03 Severability of Provisions In case any one or more of the provisions in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.

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

16.05 Gender and Number Words of gender used in this agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.

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

16.07 Recitals. The Recitals as set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

[Signature Pages Follow]

THIS AGREEMENT is executed by the Parties and will become effective on the later of the dates shown below (the "Effective Date").

Travis County Emergency Services District No. 9

By: _____
President of Board of Commissioners

Date: _____

ATTEST:

Secretary

City of West Lake Hills

By: _____
Linda Anthony, Mayor
Date: _____

ATTEST:

Terry Blanchard, City Secretary



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	November 8, 2023	Item Number:	4
Department:	Building & Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

900 Live Oak Circle: Discuss and reconsider action on a variance to replace an existing fence approximately 20 feet from the street edge (30 feet is required) and an 8-foot-tall side yard fence along the western side property line (6-foot height maximum) (Section 22.03.173 of the West Lake Hills Code).

Applicant: Leah Romero, Word + Carr Design Group

Recommendation

Staff recommend approval of the variance requests.

This was reviewed and recommended for approval by the Zoning and Planning Commission at the August 16, 2023 regular meeting by a vote of 4-0 (Bartoletti absent) (Attachment 5 – Meeting Minutes).

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Jason and Jessica Karp

Legal Description: Mayo Addition, Lot 20A, Amended Plat of Lots 20 and 34

Lot Size: 4.06 acres

Zoning: R-1 One Family

The properties surrounding the subject property are zoned R-1 and developed with single-family residences.

Background & Analysis (provided at September 13, 2023 meeting):

The applicant is requesting to install a new fence in the nonconforming location of the existing fence (Attachment 1). The Code requires a fence to be set back 30 feet from the edge of pavement for a lot that is greater than 0.75 acres. The existing fence is set back approximately 20 feet from the edge of pavement along Live Oak Circle, which borders the property on three sides. They wish to replace the fence due to disrepair and to change the style of the fence because the current black picket fence has open pickets at the top that pose a hazard to deer. The new fence would go in the same location and would be a mix of welded wire mesh fence and capped black picket fence that meets code requirements (Attachment 2). The second request is to exceed the 6-foot height limit on the west side of the property that borders 904 Live Oak Ridge with a new fence that is 8 feet in height over the natural grade.

The applicant has provided letters of no-objection from three neighbors across the street from the property (Attachment 3), and from the neighbor bordering the west property line (Attachment 4). Staff agrees that installing the fence in the same location would minimize the disruption to the natural vegetation and that the existing fence has not had an adverse impact on the neighboring properties.

Updated Information (for November 8, 2023 meeting):

This item was postponed from the September 13, 2023, meeting pending more information from the applicant on the impact of locating the fence at the required 30-foot fence setback from the edge of pavement and about the original fence approval. Attachment 6 is a new exhibit provided by the applicant showing the location of the fence at the 30-foot setback from the street. The exhibit shows 46 trees that would be impacted in the ½ Critical Root Zone (CRZ) area.

The applicant provided the original variance request for the fence (Attachment 7). This variance was approved by the City Council on January 26, 2005, and approved the location up to 10 feet from the property line but a minimum of 20 feet from the street edge (Attachment 9).

Variance Criteria Review:

When applying for a variance, the applicant has provided the following evidence:

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

900 Live Oak Circle has excessive street frontage. 80% of the property line has street frontage. The existing fence is in disrepair (photos attached) and is a danger to the deer in the neighborhood. Many deer have been injured or killed trying to jump the existing fence. The property is heavily populated with protected live oak trees. To build a fence on the 30' setback would be a disruption to countless root zones. The neighbor at 904 Live Oak Ridge Road would prefer to maintain the height of the existing privacy fence between the two properties, 8' tall. The house and pool are close to the property line.

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

Building the new fence (both fences requested in this variance application) in the location of the existing fence will minimize the amount of disruption to the existing live oak trees and natural terrain.

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

The existing fence cannot remain due to its poor condition and danger to the wildlife in the area. Moving the fencing at the street frontage to the 30' setback will be disruptive to the protected trees. Moving the fence to the 30' setback along 80% of the property line will put an excessive amount of the land at 900 Live Oak Circle on the outside of the fence. A new 8' fence in the existing location between 900 Live Oak Circle and 904 Live Oak Ridge Road will maintain the existing privacy levels.

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

The request to match the existing location of the fencing (average 20' from the road) will allow the least amount of impact to the live oak canopy on the property.

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

The type of fencing proposed is within the design vernacular of the surrounding properties (photos attached). Due to the heavily landscaped right of way and the existing topography, the fencing will not be a visible presence from the street. It does not violate the intent of the Zoning Ordinance or the goals

of the City's Comprehensive Plan. The existing fencing (average 20' from the road) was permitted and approved by the City of WLH when the house was built.

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

The variance will not have an adverse effect on the neighboring properties. It will be built well within the 900 Live Oak Circle property line. We have attached several letters of support from owners of neighboring properties.

Outdoor Lighting

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

Compliance with Adopted International Building Code

The property and future construction will have to comply with all applicable City codes.

Subdivision

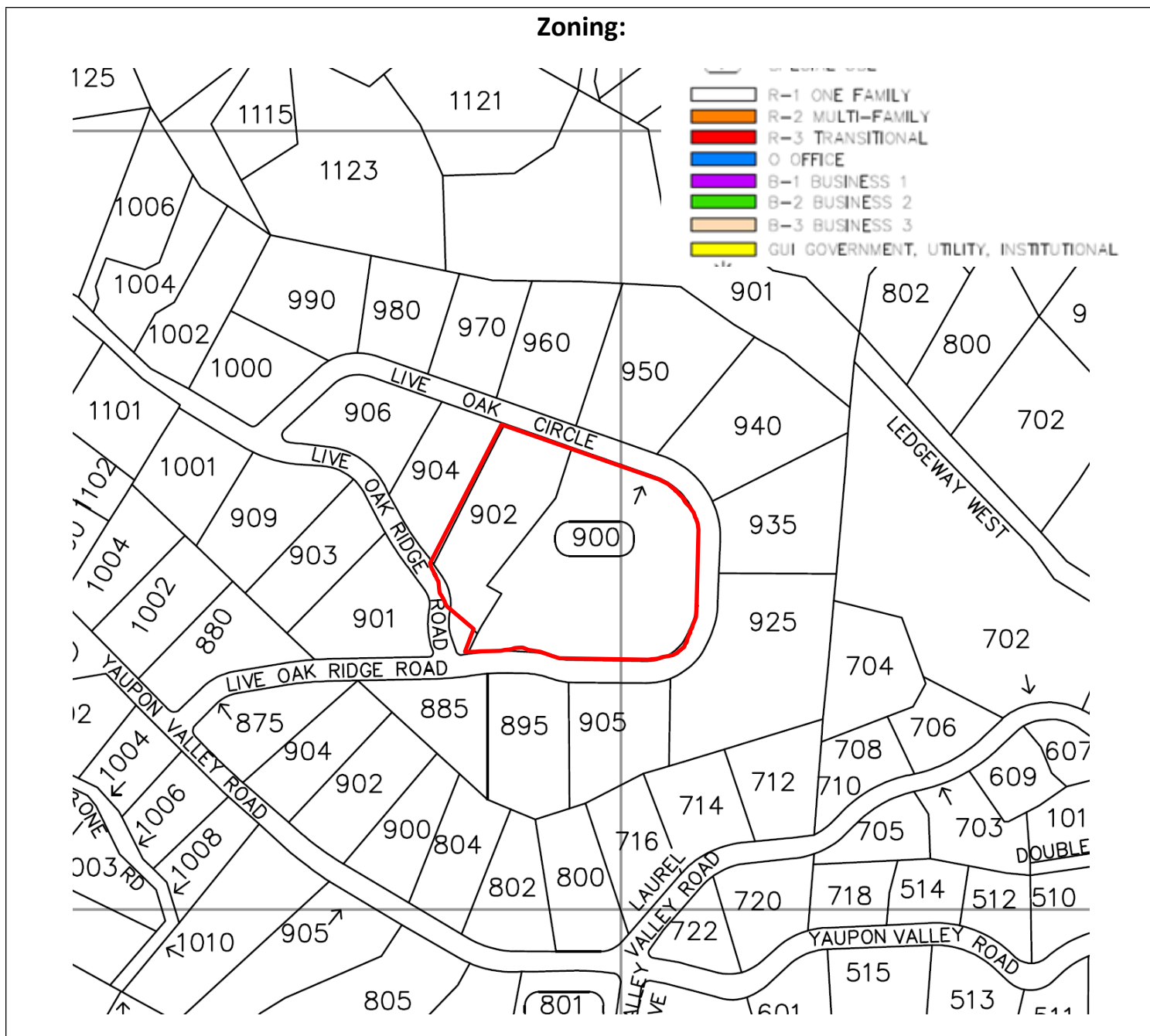
There is no change to the subdivision proposed with this application.

Comprehensive Planning Analysis

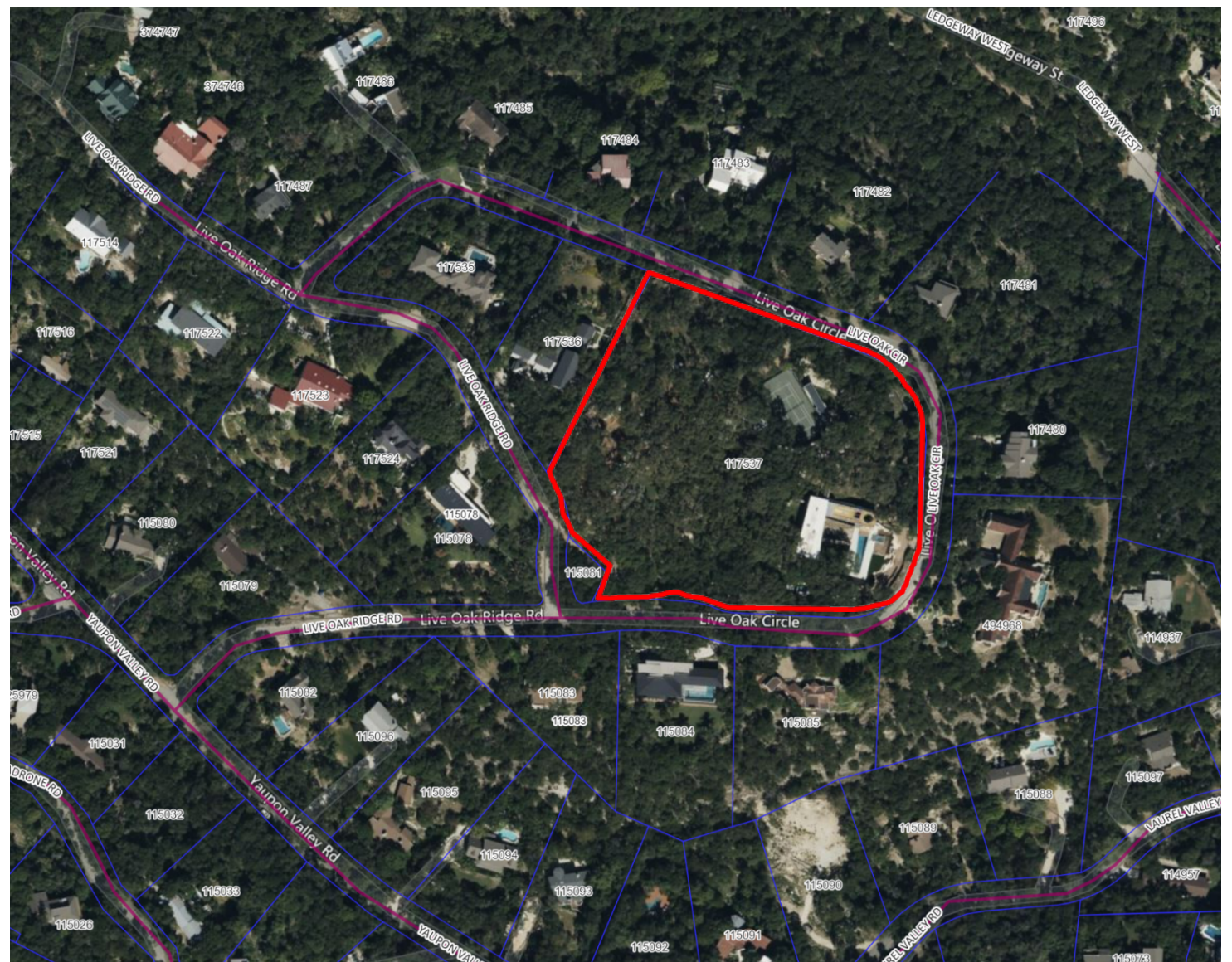
The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Section 22.03.173: Fences \(Residential\)](#)
- [Section 38.05.031: Variances](#)
- [Section 22.03.511: Criteria and process required for granting variance](#)



Aerial:



June 12, 2023

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

Dear Mr. Chairman,

We are seeking a variance to build a fence along the street front of the property at 900 Live Oak Circle that is in the same location as the existing fence (average 20' from street). We are also seeking a variance to build an 8' tall fence between 900 Live Oak Circle and the adjacent neighbor at 904 Live Oak Ridge Road.

The fencing at 900 Live Oak Circle needs to be replaced as it is in disrepair from age and it is a danger to the deer in the neighborhood. This lot has excessive street frontage due to its location on a bend in the road. The existing fence, which was permitted and installed when the house was built in 2005, is well within the property line but does not meet the required 30' setback. To move the new fencing to a different location would cause an immense amount of the lot to be on the outside of the fencing. Moving the fence to comply with the ordinance would also cause a major disruption to the vast network of tree roots on site.

The section of fencing between 900 Live Oak Circle and 904 Live Oak Ridge Road is currently an 8' wood privacy fence. The two owners would propose to replace it with a more aesthetically pleasing transparent steel fence (to be planted with vines) at the same height. The house and pool at 904 Live Oak Ridge Road are very near to the property line and it would be ideal to maintain the existing privacy levels.

Two fence types are proposed for the fencing along the street. The first is a steel mesh fence identical to other neighbors on the street. The second fence type is a safer version of the existing black picket with an added top rail. Neither fence will interfere with the neighbors' view, nor will it change their experience of the neighborhood from the street.

By maintaining the existing location, installing the proposed fencing will have the least possible impact on the existing vegetation. The fence has been designed to blend in with the surrounding vegetation and match the surrounding neighbors.

Sincerely,

Leah Romero

TREE DATA		
NO.	SPECIES	DIAMETER (IN INCHES)
1	Live Oak	8
2	Live Oak	17
3	Live Oak	12
4	Live Oak	8
5	Live Oak	13
6	Live Oak	10
7	Live Oak	3
8	Live Oak	8
9	Live Oak	3
10	Live Oak	13
11	Live Oak	20
496	Live Oak	26
497	American Elm	4
498	American Elm	4
499	American Elm	5
500	American Elm	3

TREE DATA		
NO.	SPECIES	DIAMETER (IN INCHES)
501	Oak	18
502	Eastern Redcedar	6
503	Eastern Redcedar	5
504	Eastern Redcedar	6
505	Eastern Redcedar	10
506	Oak	6
507	Eastern Redcedar	5
508	Eastern Redcedar	13
509	Eastern Redcedar	6
510	Eastern Redcedar	7
511	Live Oak	10
512	Eastern Redcedar	12
513	Eastern Redcedar	6
514	Live Oak	20
515	Eastern Redcedar	3
516	Eastern Redcedar	7
517	Eastern Redcedar	10
518	Yaupon	3
519	Oak	3
520	Oak	10
521	Eastern Redcedar	4
522	Eastern Redcedar	8
523	Oak	20
524	Eastern Redcedar	9
525	Eastern Redcedar	7
526	Live Oak	25
527	Eastern Redcedar	6
528	Live Oak	10
529	Eastern Redcedar	6
530	Eastern Redcedar	13
531	Eastern Redcedar	4
532	Eastern Redcedar	3
533	Eastern Redcedar	16
534	Eastern Redcedar	6
535	Live Oak	8
536	Oak	3
537	Eastern Redcedar	10
538	Eastern Redcedar	18
539	Oak	36
540	Eastern Redcedar	10
541	Live Oak	5
542	Eastern Redcedar	11
543	Eastern Redcedar	10
544	Oak	33
545	Eastern Redcedar	3
546	Eastern Redcedar	9
547	Eastern Redcedar	3
548	Japanese Privet	5
549	Eastern Redcedar	6
550	Oak	18
551	Oak	18
552	Yaupon	3
553	Oak	12
554	Yaupon	6
555	Eastern Redcedar	5
556	Eastern Redcedar	4
557	Eastern Redcedar	18
558	Eastern Redcedar	24
559	Eastern Redcedar	5
560	Eastern Redcedar	3
561	Eastern Redcedar	6
562	Eastern Redcedar	12
563	Eastern Redcedar	8
564	Yaupon	6
565	Eastern Redcedar	12
566	Eastern Redcedar	6
567	Oak	8
568	Eastern Redcedar	32
569	Oak	21
570	Japanese Privet	4
571	Eastern Redcedar	8
572	Japanese Privet	4
573	Japanese Privet	5
574	Japanese Privet	3
575	Eastern Redcedar	10
576	Oak	15
577	Oak	6
578	Oak	22
579	Eastern Redcedar	8
580	Eastern Redcedar	4
581	Oak	10
582	Oak	14
583	Eastern Redcedar	18
584	Oak	10
585*	Eastern Redcedar	18
586	Live Oak	3
587	Live Oak	10
588	Live Oak	19
589	Live Oak	22
590	Eastern Redcedar	4
591	Eastern Redcedar	3
592	Japanese Privet	6
593	Eastern Redcedar	8
594*	Eastern Redcedar	4
595	Hackberry	9
596	Oak	6
597	Hackberry	6
598	Hackberry	4
599	Eastern Redcedar	8
600	Oak	8

TREE DATA		
NO.	SPECIES	DIAMETER (IN INCHES)
601	Oak	4
602	Live Oak	6
603	Texas Mountain Laurel	3
604	Eastern Redcedar	6
605	Yaupon	3
606	Eastern Redcedar	6
607	Live Oak	10
608	Eastern Redcedar	8
609	Live Oak	6
610	Eastern Redcedar	12
611	Live Oak	38
612	Yaupon	3
613	Eastern Redcedar	4
614	Yaupon	5
615	Eastern Redcedar	5
616	---	---
617	Eastern Redcedar	5
618	Live Oak	14
619	Live Oak	21
620	Eastern Redcedar	3
621	Eastern Redcedar	5
622	Eastern Redcedar	4
623	Eastern Redcedar	6
624	Eastern Redcedar	5
625	Eastern Redcedar	8
626	Texas Mountain Laurel	4
627	Live Oak	20
628	Live Oak	23
629	Live Oak	12
630	Eastern Redcedar	12
631	Eastern Redcedar	8
632	Live Oak	12
633	Live Oak	10
634	Yaupon	3
635	Live Oak	19
636	Ash	4
637	Eastern Redcedar	12
638	Live Oak	9
639	Eastern Redcedar	7
640	Eastern Redcedar	12
641	Texas Mountain Laurel	3
642	Texas Mountain Laurel	3
643	Texas Mountain Laurel	3
644	Eastern Redcedar	4
645	Eastern Redcedar	5
646	Live Oak	8
647	Eastern Redcedar	6
648	Eastern Redcedar	10
649	Eastern Redcedar	10
650	Eastern Redcedar	6
651	Live Oak	14
652	Eastern Redcedar	8
653	Texas Mountain Laurel	3
654	Eastern Redcedar	7
655	Eastern Redcedar	4
656	Eastern Redcedar	6
657	Eastern Redcedar	10
658	Live Oak	22
659	Eastern Redcedar	12
660	Eastern Redcedar	12
661	Live Oak	28
662	Texas Mountain Laurel	4
663	Eastern Redcedar	7
664	Yaupon	3
665	Texas Mountain Laurel	6
666	Live Oak	15
667	Eastern Redcedar	10
668	Live Oak	13
669	Eastern Redcedar	10
670	Live Oak	6
671	Eastern Redcedar	14
672	Yaupon	5
673	Texas Mountain Laurel	3
674	Live Oak	28
675	Eastern Redcedar	8
676	Eastern Redcedar	8
677	Hackberry	5
678	Live Oak	34
679	Eastern Redcedar	12
680	Eastern Redcedar	10
681	Eastern Redcedar	8
682	Eastern Redcedar	8
693	Eastern Redcedar	5
684	Eastern Redcedar	8
685	Eastern Redcedar	11
686	American Elm	5
687	Yaupon	3
688	Texas Mountain Laurel	4
689	Live Oak	14
690	Eastern Redcedar	7
691	Eastern Redcedar	3
692	Eastern Redcedar	3
693	Eastern Redcedar	5
694	Eastern Redcedar	5
695	Yaupon	5
696	Eastern Redcedar	6
697	Eastern Redcedar	5
698	Live Oak	17
699	Eastern Redcedar	4
700	Eastern Redcedar	6

TREE DATA		
NO.	SPECIES	DIAMETER (IN INCHES)
701	Eastern Redcedar	4
702	Eastern Redcedar	3
703	Live Oak	18
704	Eastern Redcedar	5
705	Eastern Redcedar	6
706	Eastern Redcedar	9
707	Eastern Redcedar	6
708	Eastern Redcedar	6
709	Live Oak	8
710	Crape Myrtle	5
711	Live Oak	18
712	Live Oak	20
713	Live Oak	20
714	Live Oak	16
715	Live Oak	12
716	Live Oak	19
717	Crape Myrtle	5
718	Crape Myrtle	5
719	Live Oak	11
720	Live Oak	18
721	Live Oak	21
722	Live Oak	8
723	Live Oak	17
724	Texas Mountain Laurel	6
725	Maple	4
726	Live Oak	8
727	Live Oak	10
728	Live Oak	8
729	Live Oak	12
730	Live Oak	18
731	Live Oak	16
732	Texas Mountain Laurel	3
733	Texas Mountain Laurel	3
734	Live Oak	18
735	Live Oak	17
736	Eastern Redcedar	9
737	Yaupon	4
738	Eastern Redcedar	9
739	Live Oak	7
740	Live Oak	10
741	Sugarberry	3
742	Crape Myrtle	6
743	Eastern Redcedar	8
744	Yaupon	4
745	Eastern Redcedar	13
746	Live Oak	25
747	Live Oak	15
748	Live Oak	21
749	Live Oak	10
750	Crape Myrtle	12
751	Live Oak	25
752	Live Oak	12
753	Crape Myrtle	4
754	Yaupon	3
755	Live Oak	12
756	Texas Mountain Laurel	5
757	Crape Myrtle	5
758	Crape Myrtle	6
759	Eastern Redcedar	12
760	Eastern Redcedar	9
761	Crape Myrtle	5
762	Eastern Redcedar	9
763	Eastern Redbud	3
764	Live Oak	9
765	Live Oak	13
766	Eastern Redcedar	12
767	Live Oak	19
768	Eastern Redcedar	6
769	Live Oak	16
770	Eastern Redcedar	16
771	Live Oak	19
772	Eastern Redcedar	6
773	Live Oak	7
774	Live Oak	10
775	Eastern Redcedar	8
776	Eastern Redcedar	8
777	Eastern Redcedar	7
778	Live Oak	16
779	Eastern Redcedar	7
780	Eastern Redcedar	10
781	Eastern Redcedar	8
782	Eastern Redcedar	6
783	Live Oak	10
784	Live Oak	19
785	Live Oak	36
786	Live Oak	12
787	Live Oak	10
788	Live Oak	20
789	Live Oak	19
790	Live Oak	18
791	Live Oak	14
792*	Live Oak	14
793*	Live Oak	18
794	Eastern Redcedar	13
795	Live Oak	27
796	Live Oak	13
797	Live Oak	18
798	Live Oak	12
799	Live Oak	12
800	Yaupon	12

NOTE: * = NO TAG

TREE DATA		
NO.	SPECIES	DIAMETER (IN INCHES)
801	Live Oak	9
802	Live Oak	8
803	Live Oak	18
804	Live Oak	20
805	Live Oak	12
806	Live Oak	28
807	Live Oak	18
808	Live Oak	16
809	Live Oak	8
810	Live Oak	24
811	Live Oak	19
812	Live Oak	15
813	Live Oak	19
814	Live Oak	14
815	Live Oak	22
816	Live Oak	24
817	Live Oak	22
818	Live Oak	16
819	Live Oak	18
820	Live Oak	18
821	Live Oak	22
822	Live Oak	17
823	Live Oak	11
824	Live Oak	20
825	Live Oak	12
826	Live Oak	8
827	Live Oak	16
828	Live Oak	17
829	Live Oak	11
830	Live Oak	20
831	Live Oak	56
832	Crape Myrtle	35
833	Crape Myrtle	29
834	Eastern Redbud	3
835	Yaupon	5
836	Yaupon	4
837	Live Oak	44
838	Live Oak	8
839	Live Oak	10
840	Sugarberry	3
841	Texas Mountain Laurel	8
842	Live Oak	9
843	Live Oak	17
844	Live Oak	4
845	Live Oak	13
846	Live Oak	26
847	Live Oak	18
848	Texas Mountain Laurel	9
849	Live Oak	24
850	Live Oak	15
851	Live Oak	10
852	Live Oak	13
853	Texas Mountain Laurel	6
854	Southern Magnolia	5
855	Eastern Redcedar	10
856	Live Oak	18
857	Live Oak	10
858	Live Oak	10
859	Texas Mountain Laurel	6
860	Live Oak	13
861	Eastern Redcedar	5
862	Texas Mountain Laurel	6
863	Yaupon	8
864	Live Oak	12
865	Live Oak	18
866	Texas Mountain Laurel	5
867	Live Oak	19
868	Live Oak	43
869	Live Oak	16
870	Live Oak	10
871	Live Oak	19
872	Live Oak	20
873	Live Oak	9
874	Live Oak	11
875	Live Oak	12
876	Live Oak	9
877	Live Oak	14
878	Live Oak	8
879	Live Oak	10
880	Live Oak	10
881	Live Oak	12
882	Live Oak	21
883	Live Oak	27
884	Live Oak	15
885	Live Oak	30
886	Live Oak	22
887	Live Oak	19
888	Live Oak	11
889	Live Oak	11
890	Live Oak	64
891	Live Oak	15
892	Live Oak	17
893	Live Oak	34
894	Live Oak	20
895	Live Oak	30
896	Live Oak	8
897	Live Oak	13
898	Live Oak	8
899	Live Oak	16
900	Live Oak	10

TREE DATA		
NO.	SPECIES	DIAMETER (IN INCHES)
901	Live Oak	10
902	Live Oak	13
903	Live Oak	17
904	Live Oak	8
905	Live Oak	9
906	Live Oak	11
907	Live Oak	17
908	Live Oak	13
909	Live Oak	18
910	Crape Myrtle	8
911	Live Oak	8
912	Live Oak	7
913	Live Oak	11
914	Live Oak	9
915	Live Oak	9
916	Live Oak	6
917	Live Oak	8
918	Live Oak	10
919	Live Oak	21
920	Live Oak	18
921	Live Oak	14
922	Live Oak	8
923	Live Oak	40
924	Live Oak	10
925	American Elm	6
926	Live Oak	9
927	Live Oak	8
928	Live Oak	12
929	Live Oak	11
930	Live Oak	5
931	American Elm	3
932	Crape Myrtle	8
933	Crape Myrtle	9
934	Live Oak	8
935	Live Oak	6
936	Live Oak	10
937	Live Oak	13
938	Eastern Redcedar	3
939	Live Oak	60
940	Yaupon	6
941	Live oak	9
942	Crape Myrtle	8
943	Texas Mountain Laurel	5
944	Live Oak	9
945	Live Oak	14
946	Live Oak	8
947	Live Oak	20
948	Texas Mountain Laurel	8
949	Maple	3
950	Live Oak	17
951	Yaupon	3
952	Live Oak	34
953	Live Oak	13
954	Live Oak	16
955	Live Oak	10
956	Live Oak	9
957	Maple	4
958	Eastern Redcedar	20
959	Eastern Redcedar	7
960	Oak	9
961	American Elm	3
962	Yaupon	5
963	Eastern Redcedar	5
964	Eastern Redcedar	63
965	Eastern Redbud	3
966	Live Oak	9
967	Eastern Redcedar	14
968	Yaupon	6
969	Eastern Redcedar	6
970	Yaupon	6
971	Yaupon	6
972	Live Oak	30
973	Eastern Redcedar	15
974	Eastern Redcedar	6
975	Texas Mountain Laurel	3
976	Eastern Redcedar	6
977	Crape Myrtle	9
978	Eastern Redcedar	22
979	Texas Mountain Laurel	8
980	Texas Mountain Laurel	4
981	American Elm	8
982	Live Oak	20
983	Crape Myrtle	5
984	-	-
985	-	-
986	-	-
987	-	-
988	American Elm	3
989	-	-
990	-	-
991	-	-
992	-	-
993	-	-
994	Eastern Redcedar	14
995	Eastern Redcedar	10
996	Live Oak	10
997	Live Oak	132
998	Live Oak	16
999	Live Oak	15
1000	Eastern Redcedar	8



BOUNDARY, TOPOGRAPHIC AND TREE LOCATION SURVEY

Reference: Warriner Construction Address: 902 Live Oak Ridge, Austin, Texas
Lot 20, MAYO ADDITION, a subdivision in Travis County, Texas according to the map or
plot as recorded in Vol. 70, Pg. 95, Plat Records, Travis County, Texas.

BENCHMARK:

Found 100d spike nail with washer marked "RPLS 4341 K McMillan" at North edge of asphalt
near the Northwest corner of the subject property.

Elevation: 862.17 (NAVD83 datum per Trimble RTK Network).

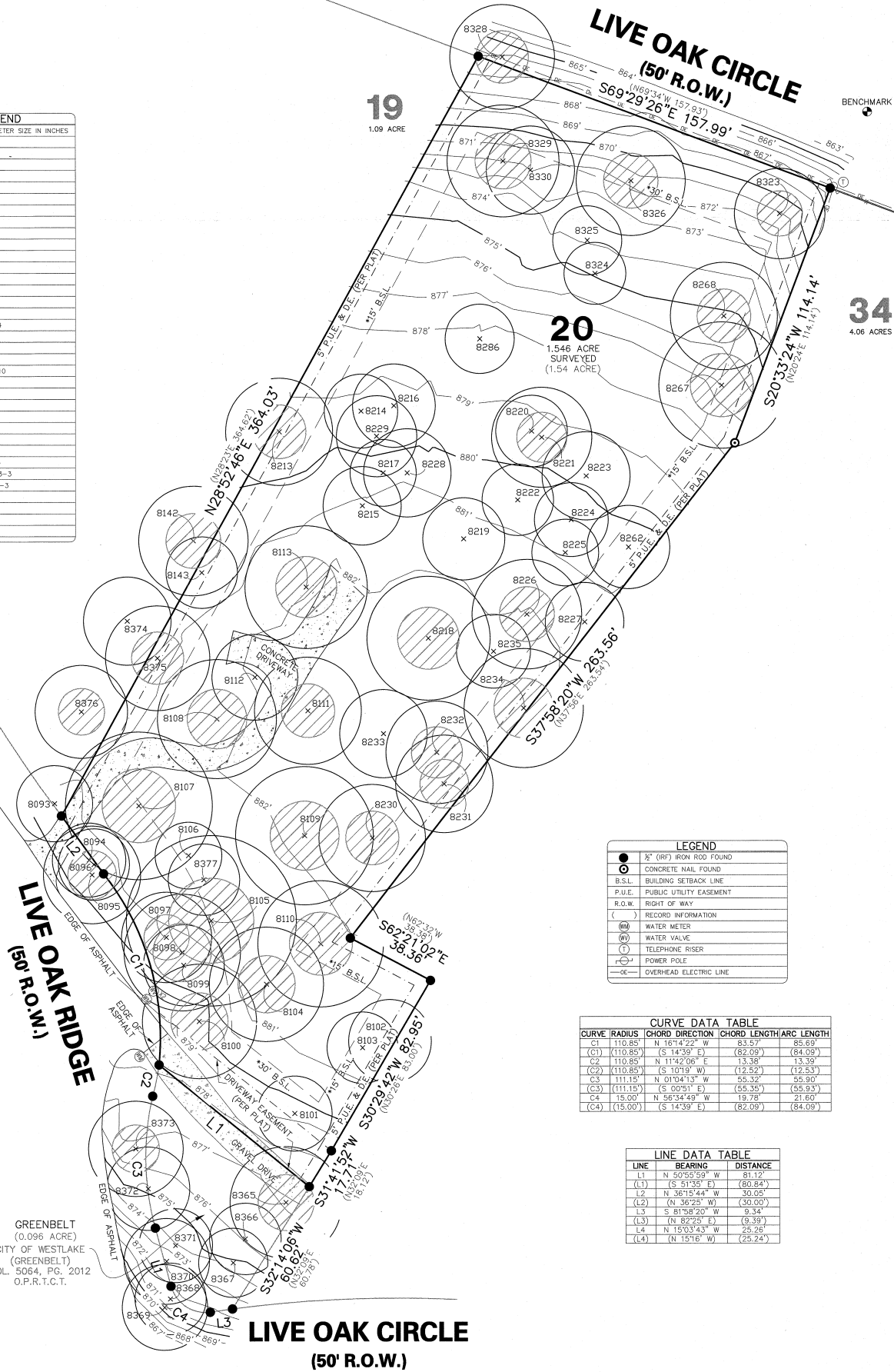
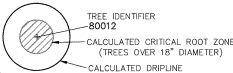
ATS Job # 21051904s

TREES: HARDWOODS 14" AND LARGER;
(CEDAR 18" AND LARGER)
PER WARRINER CONSTRUCTION

TREE LEGEND	
TREE #	TREE TYPE & DIAMETER SIZE IN INCHES
8093	LIVE OAK 16
8094	LIVE OAK 10.5-10
8095	LIVE OAK 14-13
8096	LIVE OAK 15
8097	LIVE OAK 13.5-10.5
8098	LIVE OAK 18.5-12
8099	LIVE OAK 17
8100	LIVE OAK 24
8101	LIVE OAK 11.5-8.5
8102	LIVE OAK 17.5
8103	LIVE OAK 15
8104	LIVE OAK 12.5-12-10.5
8105	LIVE OAK 26-19.5
8106	LIVE OAK 14
8107	LIVE OAK 31
8108	LIVE OAK 25
8109	LIVE OAK 29
8110	LIVE OAK 26.5
8111	LIVE OAK 15.5-14
8112	LIVE OAK 18
8113	LIVE OAK 16.5-9.5-9
8142	LIVE OAK 15.5 15
8143	LIVE OAK 15
8213	LIVE OAK 22.5
8214	LIVE OAK 15.5
8215	LIVE OAK 16.5
8216	LIVE OAK 17.5
8217	LIVE OAK 14
8218	LIVE OAK 18.5-15
8219	LIVE OAK 11.5-11.5
8220	LIVE OAK 15
8221	LIVE OAK 21
8222	LIVE OAK 15
8223	LIVE OAK 18.5
8224	LIVE OAK 15.5

TREE LEGEND	
TREE #	TREE TYPE & DIAMETER SIZE IN INCHES
8225	HACKBERRY 14
8226	LIVE OAK 23
8227	LIVE OAK 16.5
8228	CEDAR 18.5
8229	CEDAR 17
8230	LIVE OAK 22.5
8231	LIVE OAK 20.5
8232	LIVE OAK 21.5
8233	CEDAR 18.5
8234	LIVE OAK 25
8235	LIVE OAK 15.5
8282	LIVE OAK 12-11.5
8267	CEDAR 26.5
8268	LIVE OAK 22.5
8286	HACKBERRY 14.5
8323	LIVE OAK 19
8324	CEDAR 13-5.5-5-4
8325	LIVE OAK 14.5
8326	LIVE OAK 23
8328	CEDAR 22
8329	POST OAK-13-11-10
8350	LIQUIDSTRUM 18.5
8365	LIVE OAK 19-9
8366	LIVE OAK 15
8367	LIVE OAK 14.5
8368	LIVE OAK 15
8369	LIVE OAK 18
8370	LIVE OAK 14.5-7
8371	CEDAR 11-5.5-3-5
8372	CEDAR 9.5-6-4-3-3
8373	CEDAR 12-5-5-3-3
8374	CEDAR 18.5-15-ng
8375	CEDAR 22-ng
8376	CEDAR 18.5-ng
8377	CEDAR 15

GRAPHIC REPRESENTATION OF TREE DRIPLINE
EXAMPLE: A TRIPLE STEM TREE WITH STEMS
10", 8", 6" SHALL RENDER A GRAPHICAL
RADIUS OF 10 + (8/2) + (6/2) = 17 FEET



LEGEND	
●	5" (RF) IRON ROD FOUND
○	CONCRETE NAIL FOUND
—	B.S.L. BUILDING SETBACK LINE
—	P.U.E. PUBLIC UTILITY EASEMENT
—	R.O.W. RIGHT OF WAY
()	RECORD INFORMATION
⊗	WATER METER
⊕	WATER VALVE
⊙	TELEPHONE RISER
⊕	POWER POLE
—	OVERHEAD ELECTRIC LINE

CURVE DATA TABLE			
CURVE	RADIUS	CHORD DIRECTION	CHORD LENGTH/ARC LENGTH
C1	110.85	N 17°12'22" W	83.57' / 85.69'
C2	110.85	S 14°39' E	(82.09') / (84.09')
C3	110.85	N 11°42'08" E	13.38' / 13.39'
C4	110.85	S 10°19' W	(12.52') / (12.53')
C5	111.15	N 01°04'13" W	55.32' / 55.90'
C6	111.15	S 00°51' E	(55.35') / (55.93')
C7	15.00	N 52°34'42" W	19.78' / 21.60'
C8	(15.00')	S 14°39' E	(82.09') / (84.09')

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N 50°55'59" W	81.12'
L2	S 51°55' E	(80.64')
L3	N 36°15'44" W	30.05'
L4	(N 36°25' W)	(30.00')
L5	S 61°58'20" W	9.34'
L6	(N 82°25' E)	(9.39')
L7	N 15°03'43" W	25.26'
L8	(N 15°18' W)	(25.24')

Surveyor's Note:
Bearings shown hereon are based on the plat of
MAYO ADDITION, according to the map or plat as
recorded in Vol. 70, Pg. 95, Plat Records, Travis
County, Texas.

* This lot is subject to easements, setbacks and
restrictions per Vol. 70, pg. 95, Plat Records, Travis
County, Texas and Vol. 5060, pg. 2024 and Vol. 5061,
pg. 406, Deed Records, Travis County, Texas.

Notes:
1) This map and the survey on which it is based have
been prepared without the benefit of a title report and
are not intended to reflect all easements, encumbrances
or other circumstances affecting the title to the
property shown hereon.
2) Per the clients request, NO improvements where
located on this lot except what is shown.

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

Marion Ruth Bolton, RPLS No. 4727
Client: Warriner Construction
Date of Field Work: 6/23/21
Field: ECarleton
Tech: MBolton/CCarter
Date Drawn: 7/2/21
Path: Projects\BULK\G-L\LiveOakRidge902\Production\Draws\Design-LiveOakRidge902-210628.dwg

ATS Engineers
Inspectors & Surveyors
www.ats-engineers.com
TRPLS FIRM REG. #10128000
4910 West Hwy 900
AUSTIN, TEXAS 78735
(512) 328-6995
FAX: (512) 328-6996

1 SURVEY: 902 LIVE OAK CIRCLE
Scale: NTS

NOTE: #8328, #8324, #8330, #8267
DIED IN FEBRUARY 2023 FREEZE

WORD
+ CARR
DESIGN GROUP

WORD + CARR DESIGN GROUP
2201 NORTH LAMAR BLVD.
AUSTIN, TEXAS 78705
TEL (512) 440-0013
WORDANDCARR.COM

KARP
RESIDENCE
900 LIVE OAK CIRCLE
WESTLAKE HILLS, TX 78746



PROJECT SEAL

ISSUE DATE
6/12/23 FENCE PERMIT

NOT FOR CONSTRUCTION

FULL SCALE WHEN PRINTED
AT 12 X 18

SURVEY PLAN
902 LIVE OAK

LS 1.02

FENCING PERMIT SCHEDULE		
FENCING		
SYMBOL	MATERIAL	QTY.
F1-A	WELDED WIRE MESH FENCE	
	6' HT	818 LF
F1-B	WELDED WIRE MESH FENCE	
	8' HT	312 LF
F2	BLACK PICKET FENCE	
	6' HT, MATCH EXISTING PERIMETER FENCE	585 LF

NOTES:
1. POSTS INSTALLED WITHIN 1/2 CRZ. WILL BE AIR SPADED AND INSTALLED IN LOCATION TO AVOID ROOTS.
2. SEE FENCING SECTIONS ON LS 2.21

LEGEND:

PERIMETER CRITICAL ROOT ZONE
50% CRITICAL ROOT ZONE
TRUNK

EXISTING TREES
SEE TREE NUMBERS
ON LS 1.00, LS 1.01, LS 1.02



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WESTLAKE HILLS, TX 78746



PROJECT SEAL

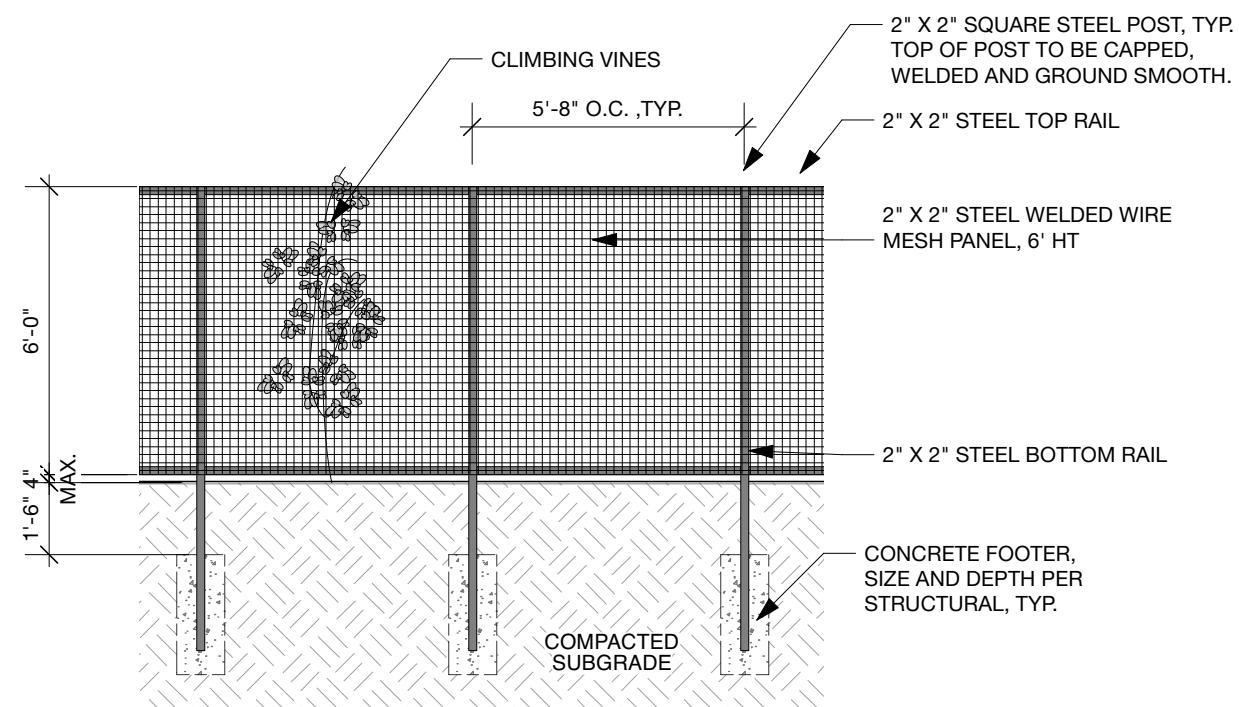
ISSUE DATE
6/12/23 FENCE PERMIT

NOT FOR CONSTRUCTION

FULL SCALE WHEN PRINTED
AT 12 X 18

FENCING PERMIT PLAN

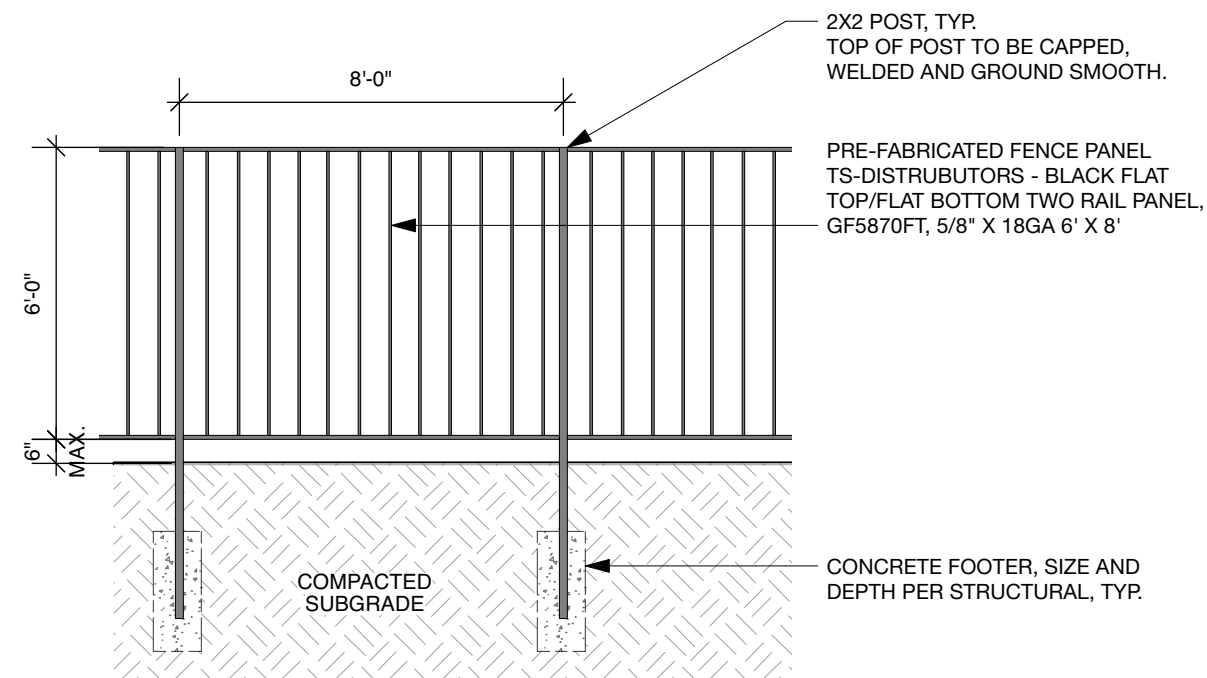
LS 2.10



1

SECTION: FENCE TYPE F1 A

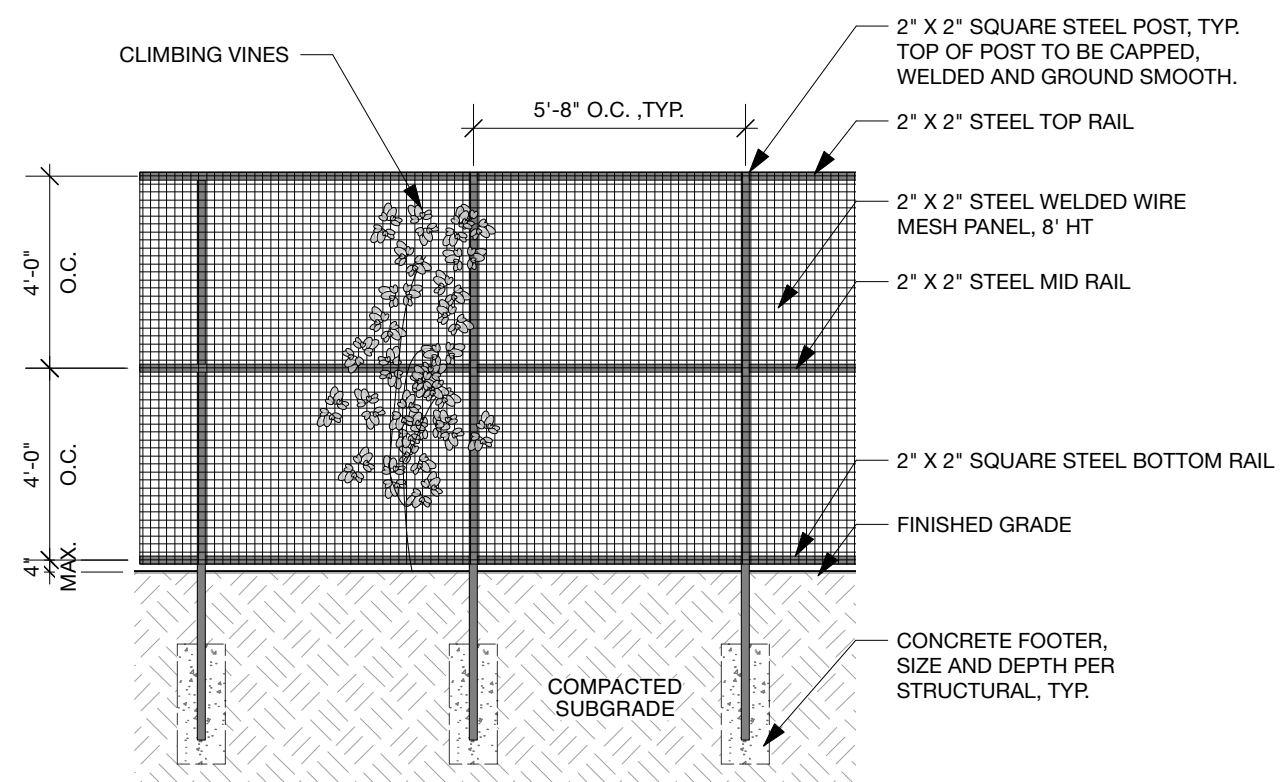
Scale: 1/4" = 1'-0"



3

SECTION: BLACK PICKET FENCE (F2)

Scale: 1/4" = 1'-0"



2

SECTION: FENCE TYPE F1 B

Scale: 1/4" = 1'-0"

PRECEDENT FENCE IMAGERY



FENCE TYPE F1-A, 6' HT. AVERAGE
WELDED WIRE MESH FENCING

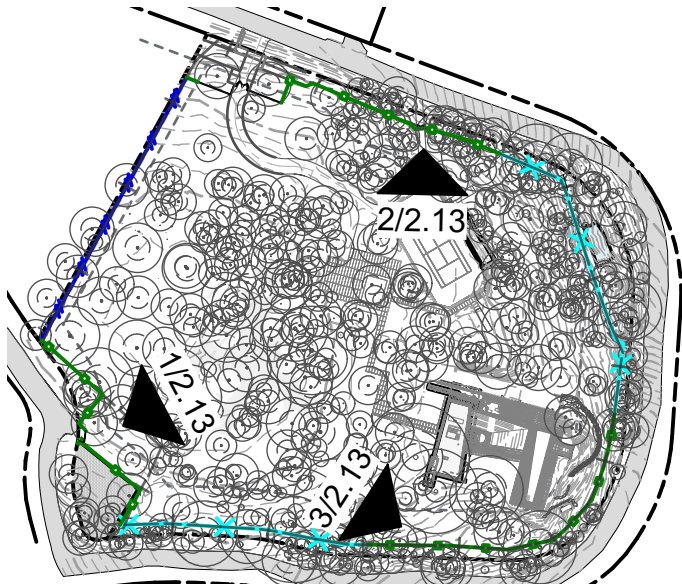


FENCE TYPE F1-B, 8' HT. AVERAGE
WELDED WIRE MESH FENCING WITH SCREENING SHRUBS AND
VINES



FENCE TYPE F2, 6' HT. AVERAGE
BLACK PICKET FENCE TO MATCH EXISTING STYLE WITH FLAT
TOP AND BOTTOM RAILS

FENCE TYPE F1-A EXISTING CONDITIONS



1 KEY PLAN: FENCING
Scale: 1:2400



1. GREENBELT AND DRIVEWAY EASEMENT AREA



2. EXISTING 900 LIVE OAK CIRCLE DRIVEWAY FRONTAGE



3. LIVE OAK CIRCLE & SURROUNDING NEIGHBORHOOD

FENCE TYPE F1-B EXISTING CONDITIONS



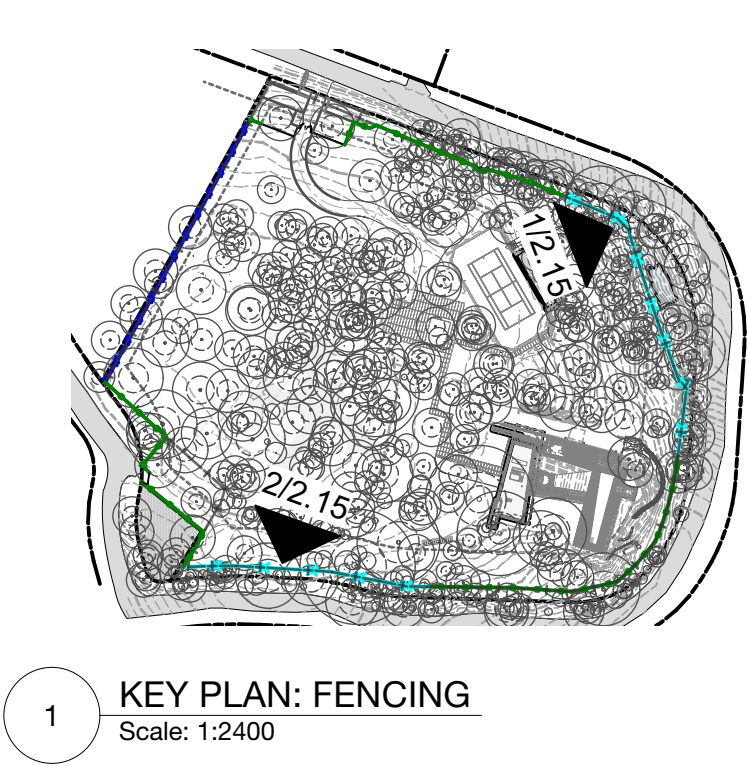
1 KEY PLAN: FENCING
Scale: 1:2400



1. 902 / 904 LIVE OAK CIRCLE PROPERTY LINE FENCING



FENCE TYPE F2 EXISTING CONDITIONS



1. EXISTING BLACK PICKET FENCE AMONG TREES AND SHRUBS



2. PLANTING AND SCREENING IN PROXIMITY TO FENCING

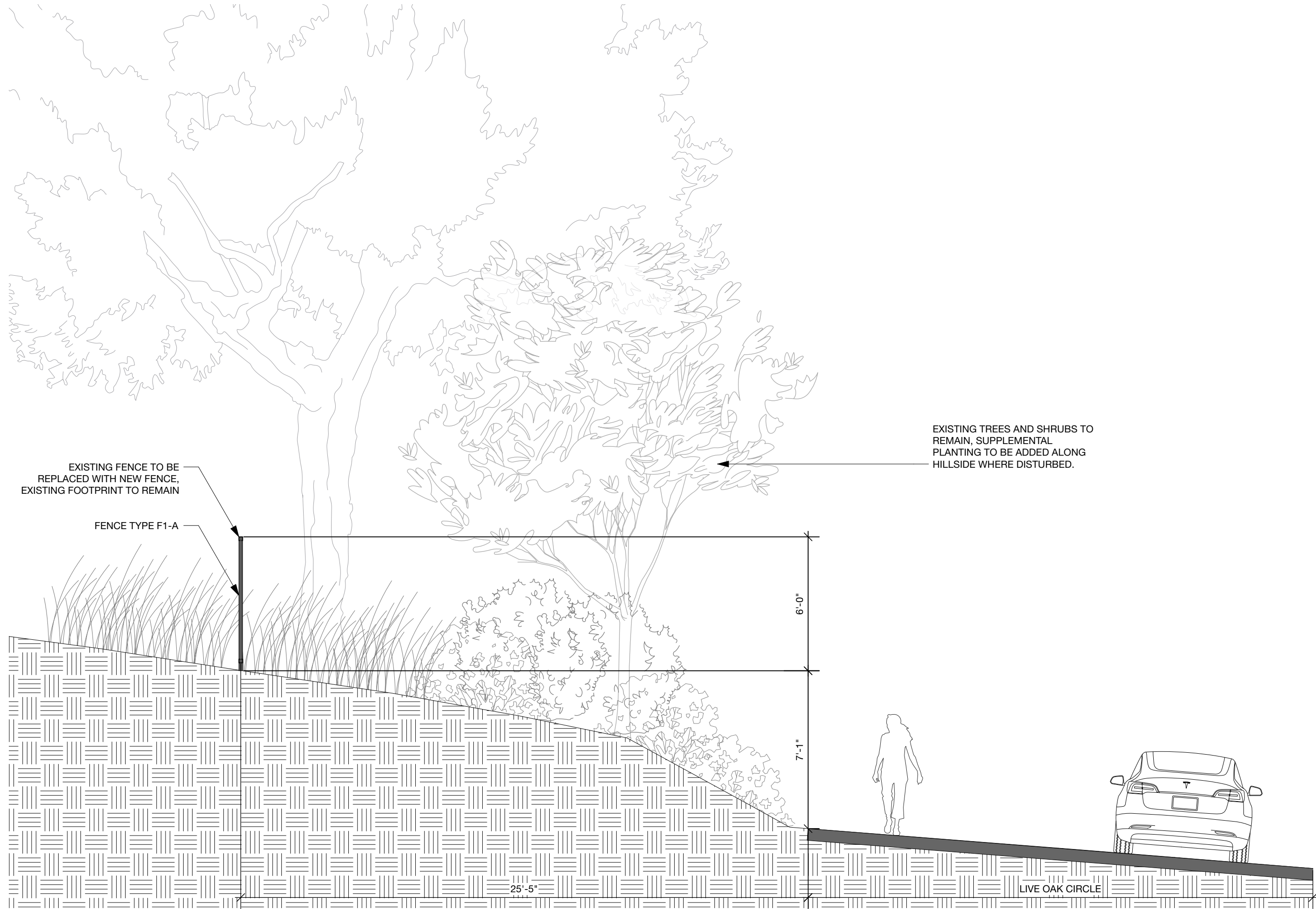
NEIGHBORHOOD EXISTING CONDITIONS



1. PERIMETER STEEL FENCING WITH WELDED WIRE MESH PANEL



2. WELDED WIRE MESH FENCE IS CONSITENT WITH NEIGHBORHOOD CHARACTER



1

FENCE SECTION

Scale: 1/4" = 1'-0"

WORD + CARR

DESIGN GROUP

WORD + CARR DESIGN GROUP
2201 NORTH LAMAR BLVD.
AUSTIN, TEXAS 78705
TEL (512) 440-0013
WORDANDCARR.COM

KARP RESIDENCE

900 LIVE OAK CIRCLE
WESTLAKE HILLS, TX 78746

PROJECT SEAL

ISSUE DATE
6/12/23 FENCE PERMIT

NOT FOR CONSTRUCTION

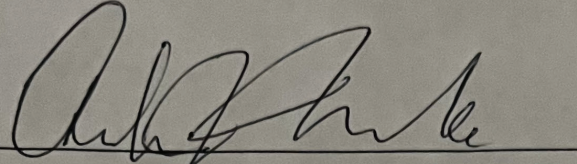
FULL SCALE WHEN PRINTED
AT 12 X 18

FENCE SECTION

LS 2.30

This is to advise that I AJ Meade do not object to my neighbor, Jason and Jessica Karp, of 900 Live Oak Circle receiving a variance from the City of West Lake Hills to install a new 8' tall, transparent steel fence adjacent to my property line but within their property boundaries.

Signature



Date

6-7-2023

Print Your address

904 Live Oak Ridge Road
Westlake, TX 78746

Attachment 3

This is to advise that I Thomas Seifert * do not object to my neighbor, Jason and Jessica Karp, of 900 Live Oak Circle receiving a variance from the City of West Lake Hills to install a new 6' tall, transparent steel fence in the same location as the existing black picket fencing.

Signature 

Date 06/07/2023

Print Your address

905 Live Oak Circle

West Lake Hills, TX 78746

* Full Owner of 905 Live Oak Circle LLC who has ownership of 905 Live Oak Circle

This is to advise that I Gesine Seifert do not object to my neighbor, Jason and Jessica Karp, of 900 Live Oak Circle receiving a variance from the City of West Lake Hills to install a new 6' tall, transparent steel fence in the same location as the existing black picket fencing.

Signature G. Seifert

Date 06/07/2023

Print Your address

895 Live Oak Circle

West Lake Hills, TX 78746

This is to advise that I Alexis Viator do not object to my neighbor, Jason and Jessica Karp, of 900 Live Oak Circle receiving a variance from the City of West Lake Hills to install a new 6' tall, transparent steel fence in the same location as the existing black picket fencing.

Signature Alexis Viator

Date 06/07/23

Print Your address

1000 Live Oak Circle
West Lake Hills, TX
78746

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, August 16, 2023 at 6:30 PM

1. Call to Order. Chairman Robert Meisel.

With a quorum present, Chairman Miesel called the meeting to order at 6:33 p.m.

ZAPCO Members Present

**Chairman Robert Meisel
Vice-Chairman Jim Pledger
Julia Webber
Laurie Maccini
Patrick Stewart**

City Staff Present

**Director of BDS Jennifer Bills
ZAPCO Secretary Mark Littrell
Asst. City Attorney Nicole Warren**

2. Citizen Communications The Commission welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Commission later in the meeting. The Commission cannot respond to or discuss matters not listed on the agenda. The Commission may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.

Chairman Meisel opened the meeting for public comments. Hearing none, the public comment section was closed.

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

- Approval of the July 19, 2023 Zoning and Planning Commission Meeting Minutes

Motion for Approval made by Vice-Chairman Pledger with a Second by Commissioner Julia Webber.

Motion for Approval carried unanimously by a vote of 4 yes to 0 nays.

4. Land Use 900 Live Oak Circle - Discuss and make a recommendation on a variance to allow a fence approximately 20 feet from the street edge (30 feet is required) and to allow an 8-foot-tall side yard fence along the western side property line (6-foot height maximum). (Section 22.03.173 of the West Lake Hills Code). Applicant: Leah Romero, Word + Carr Design Group

Staff Briefing

Director Bills give the staff briefing.

Staff Recommendation: Approval with letters of support from the neighbors.

Commissioner Stewart: Is the fence a stand-alone permit?

Director Bills: Yes.

Presentation by Applicant

Leah Romero is an architect from Word + Carr is representing the property owners. First of all, we are canceling the driveway permit.

The property is covered with Live Oaks and to move the fence back another 10' is an extreme amount.

Public Hearing

Chairman Meisel opened the meeting for public comments. Hearing none, the public comment section was closed.

Discussion/Recommendation

Vice-Chairman Pledger: The graphic on Page 23, is that associated with the proposed fence?

Director Bills: It represents the side view of where the fence would be.

Commissioner Maccini: I'm fine with it. The fence is established with the trees. Moving it would be disruptive.

Vice-Chairman Pledger: It's currently 8'?

Director Bills: Yes.

Motion for Recommended Approval made by Commissioner Maccini with a Second by Commissioner Stewart.

Motion for Recommended Approval carried unanimously by a vote of 4 ayes to 0 nays.

5. **Land Use 3736 Bee Cave Road Suite #3** - Discuss and make a recommendation on a variance to allow a 28.17 square foot commercial hanging sign that exceeds the 12 square foot maximum and allow corporate colors for the sign background (Section 32.03.009 of the West Lake Hills Code). Applicant Michael Haran (i Fratelli Pizza)

Staff Briefing

Director Bills gives the Staff Briefing. The request is to allow a 28.1 sq. ft. sign with red background. The Sign Ordinances are explained and measurements were taken from other tenants. Two tenants have signs that are slightly over 15 sq. ft.

Staff Recommendation: Approval conditioned on letter color and background color

meets Code.

Commissioner Maccini: It's not lit?

Director Bills: No.

Commissioner Webber: Could they be allowed 15 sq. ft.?

Director Bills: Yes.

Presentation by Applicant

Michael Haran is representing i Fratelli Pizza. Can we go up to 15 sq. ft.?

Chairman Meisel: That's reasonable.

Michael: Would like to change the request to allow red and black are company colors for the letters with off-white background not to exceed 15.28 sq. ft.

Chairman Meisel: Modify the application. None is unreasonable.

Michael: I'm amending the application with off-white background and 15 sq. ft. consistent with the largest sign measured.

Commissioner Maccini: Two other signs are slightly larger 15 sq. ft. Business signs are very small.

Public Hearing

Chairman Meisel opened the meeting for public comments. Hearing none, the public comment section was closed.

Discussion/Recommendation

Commissioner Maccini: I would support up to 15.28 sq. ft.

Commissioner Stewart: As amended.

Commissioner Webber: This highlights the need to change the Sign Ordinance.

Vice-Chairman Pledger: I think we need to re-visit the Ordinance.

Motion for Recommended Approval made by Commissioner Maccini with a Second by Commissioner Stewart as amended.

Motion for Recommended Approval carried by a vote of 3 ayes to 1 nays. Vice-Chairman Pledger opposed.

6. Announcements Reminder to ZAPCO Commissioners to complete required cybersecurity training

Director Bills reminded the Commissioners to do required Cybersecurity Training.

7. Staff Briefing Update from staff on items forwarded to BOA and City Council from the previous meeting.

**Director Bills gave updates on 1425 Redbud approval at Board Adjustment.
Drainage revisions are still be updated.**

8. Adjournment. Chairman Robert Meisel.

Chairman Meisel adjourns the meeting at 7:05 p.m.

Respectfully submitted,

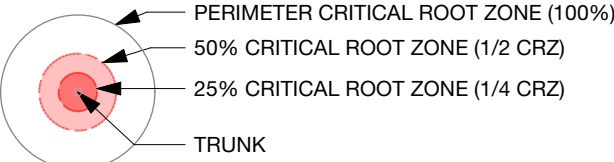
ROBERT MEISEL, CHAIRMAN

ATTEST:

ZAPCO Secretary Mark Littrell

These minutes were approved on _____, 2023.

LEGEND:



EXISTING TREE

30 FOOT FENCE SETBACK

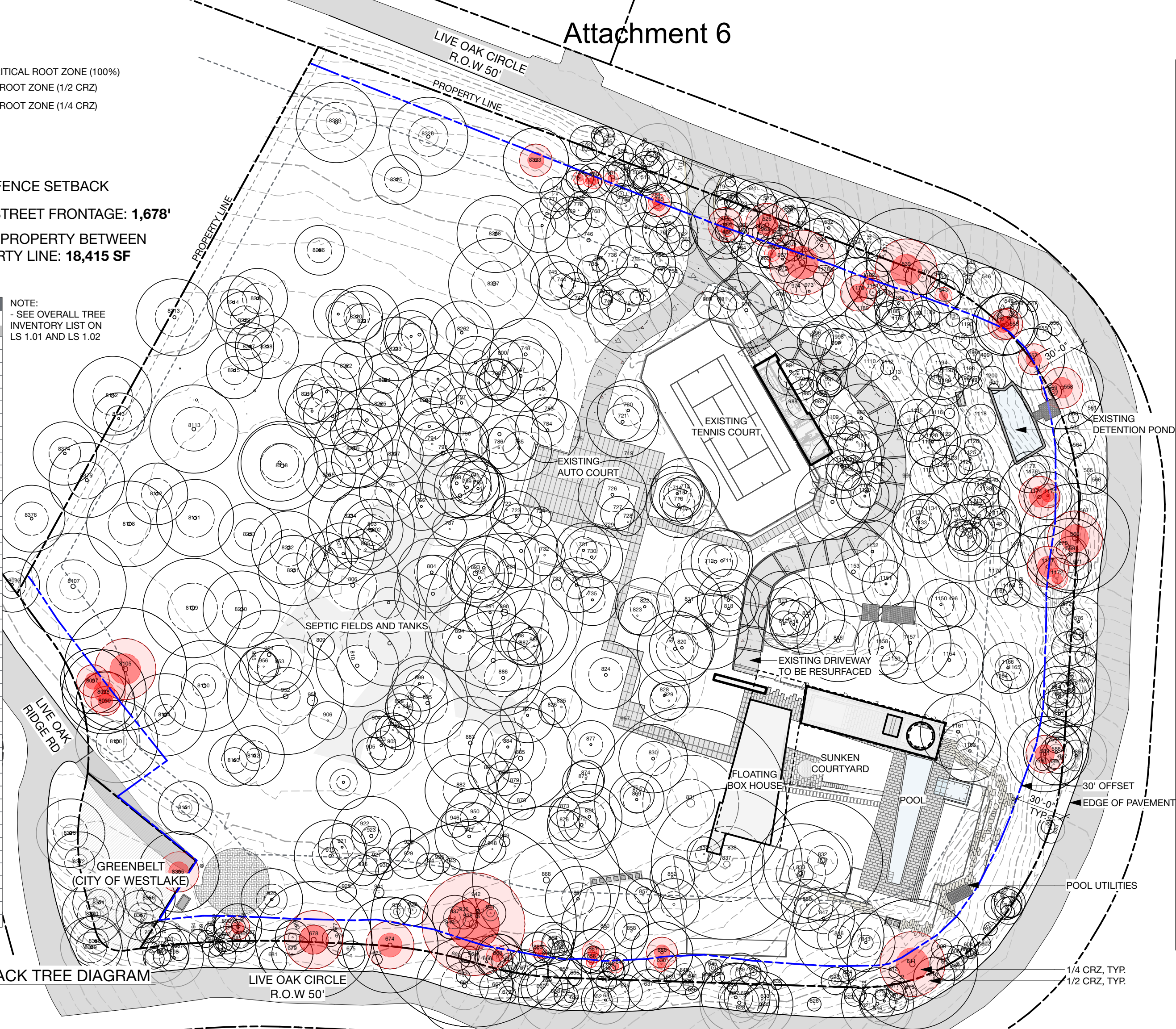
LINEAR FOOTAGE OF STREET FRONTAGE: 1,678'

SQUARE FOOTAGE OF PROPERTY BETWEEN SETBACK AND PROPERTY LINE: 18,415 SF

TREE LIST		
TREES AFFECTED BY 30' OFFSET		
TREE #	NAME	SIZE DBH
8105	LIVE OAK	35.5
8097	LIVE OAK	19
8098	LIVE OAK	24.5
8099	LIVE OAK	17
8365	LIVE OAK	23.5
688	TEXAS MOUNTAIN LAUREL	4
915	LIVE OAK	9
678	LIVE OAK	34
674	LIVE OAK	28
939	LIVE OAK	60
940	YAUPON	6
668	LIVE OAK	13
865	LIVE OAK	18
866	TEXAS MOUNTAIN LAUREL	8
861	CRAPE MYRTLE	8
656	EASTERN REDCEDAR	6
646	LIVE OAK	8
856	LIVE OAK	9
638	LIVE OAK	9
611	LIVE OAK	38
589	LIVE OAK	22
568	EASTERN REDCEDAR	32
1171	LIVE OAK	13
1172	EASTERN REDCEDAR	18
1174	LIVE OAK	8
1175	EASTERN REDCEDAR	8
558	EASTERN REDCEDAR	24
557	EASTERN REDCEDAR	18
553	OAK	12
550	OAK	18
543	EASTERN REDCEDAR	10
539	OAK	36
1182	EASTERN REDCEDAR	10
1179	EASTERN REDCEDAR	17
972	LIVE OAK	30
971	YAUPON	6
526	LIVE OAK	25
959	EASTERN REDCEDAR	7
960	OAK	9
764	LIVE OAK	9
765	LIVE OAK	13
781	EASTERN REDCEDAR	8
780	EASTERN REDCEDAR	10
779	EASTERN REDCEDAR	7
776	EASTERN REDCEDAR	8
8323	LIVE OAK	19

NOTE:
- SEE OVERALL TREE INVENTORY LIST ON LS 1.01 AND LS 1.02

1 FENCE SETBACK TREE DIAGRAM
Scale: 1" = 50'-0"



WORD
+ CARR
DESIGN GROUP

WORD + CARR DESIGN GROUP
2201 NORTH LAMAR BLVD.
AUSTIN, TEXAS 78705
TEL (512) 440-0013
WORDANDCARR.COM

KARP
RESIDENCE
900 LIVE OAK CIRCLE
WESTLAKE HILLS, TX 78746



PROJECT SEAL

ISSUE DATE
10/05/23 EXHIBIT

NOT FOR CONSTRUCTION

FULL SCALE WHEN PRINTED
AT 12 X 18

FENCING PERMIT PLAN

LS 0.40

Attachment 7

Peter L. Gluck and Partners, Architects

646 West 131st Street
New York, New York 10027
512 656 9726 Tel
512 347 1001 Fax
arcs@sbcglobal.net

ORIGINAL FENCE
DOCUMENTATION
2002

RE: Wesner Residence filing set (West Lake Hills No. 3005)
900 Live Oak Ridge, West Lake Hills, TX

February 19, 2002

Jim Pledger
Chairperson - Zoning & Planning Commission
City of West Lake Hills, Texas
911 Westlake Hills Drive
West Lake Hills, Texas 78746

Dear Mr. Pledger:

In our efforts to finish the new construction at 900 Live Oak Ridge in spring, I am writing seeking approval for the installation of a front-yard fence about the property. As you may know, the subject property is a four acre parcel of land in the Mayo Subdivision that is fronted on the majority of its perimeter by Live Oak Circle. As the attached siteplan shows, we will need to be installing approximately 1025 linear feet of front yard fence.

The attached 8 1/2" X 11" drawing (No. SK-C-1) shows the makeup of the fence. Each panel comprises a perimeter of 1" square steel tube with 5/8" square tubes between at 4" on center. The ultimate finish of the fence will be a black paint. The fence is approximately 82% transparent. It will be largely obscured by the dense existing vegetation and will be further covered by Carolina Jasmine to be planted at the time of the installation. The gate will match the fence and will slide to provide passage of vehicles. Per West Lake Hills ordinances, the gate will be outfitted with a battery backup. In both its open and closed position, the gate will allow the full length of a vehicle to remain entirely within the property.

The fence and gate are 4'-0" above existing grade and are held a minimum of 10' from the property line (this is greater than 20' from the paved street in all locations). Much like the house itself, it is our wish that the fence be essentially invisible from the street and we intend to plant as necessary to achieve this result. With your approval, we would be able to begin installing and *planting* in early February which would allow the full spring for the Carolina Jasmine to take root and begin covering the fence.

Thank you for your consideration of this matter.

Sincerely,

R. Burton Baldridge

Attachment 8

MINUTES OF CITY COUNCIL PUBLIC HEARINGS AND REGULAR MEETING
CITY OF WEST LAKE HILLS, TEXAS
Wednesday, January 26, 2005
7:00 P.M.

PRESENT: Mayor Dwight Thompson, Mayor Pro Tem Kit Webster, Council Members Cathy McElroy, Jane Noble, and Harry Vine

ABSENT: Council Member Earl Broussard, Jr.

1. Call to Order. Mayor Dwight Thompson.

Mayor Thompson called the meeting to order at 7:00 p.m. A quorum of Council Members was present. Council Member McElroy had not arrived yet.

2. Council action on staff recommended consent items. Mayor Thompson.

Mayor Thompson read into the record the following items that Council presented for consent approval:

3. Approve January 12, 2005 meeting minutes.

4. Quarterly Financial report. Assistant City Treasurer Al Prinz.

5. Decision on front yard fence permit for 900 Live Oak Ridge. (Section 14-201 of the West Lake Hills Code.) Representative Burton Baldridge. Zoning and Planning Commission (ZAPCO) report.

8. Decision on commercial building permit for exterior remodel at Jason's Deli, located at 3300 Bee Cave Road, Suite 150. (Chapter 14 of the West Lake Hills Code.) Representative Forrest Jackson. ZAPCO report.

13. Monthly Public Safety Report. Chief of Police Spratlan.

14. Monthly Municipal Court Report. Court Clerk Dianna Williams.

15. Monthly Building Report. City Administrator Stump Sowada.

COUNCIL MEMBER VINE MADE A MOTION, SECONDED BY COUNCIL MEMBER NOBLE, TO APPROVE BY CONSENT ITEMS 3, 4, 5, 8, 13, 14, AND 15, REFERENCED ABOVE. MOTION PASSED BY UNANIMOUS (3-0) VOTE.

6. Public Hearing: Front yard fence permit with variance to exceed 4' height maximum to 5' at 1213 Redbud Trail. (Section 14-201(9) of the West Lake Hills Code.) Applicant Jane Stott. All persons wishing to speak for or against shall be heard.

Applicant Jane Stott was present to speak regarding her front yard fence request.

Ms. Stott stated that the fence would virtually disappear by blending in with the existing landscape. She said the fence variance is being requested to provide a visual, auditory screen from Redbud Trail so cars are not as visible. The fence will be made out of cedar.

CITY COUNCIL MEETING MINUTES
JANUARY 26, 2005
PAGE TWO

Mayor Thompson opened the Public Hearing stating all persons wishing to speak for or against the variance would be heard.

7. Reconvene Meeting: Decision on front yard fence permit with variance to exceed 4' height maximum to 5' at 1213 Redbud Trail. ZAPCO report.

There being no one present to speak for or against the proposed variance, Mayor Thompson closed the Public Hearing and reconvened the Regular Meeting.

ZAPCO Member David Frederick was present to give the ZAPCO report. He stated that there is a lot of traffic on Redbud Trail and that the fence is really innocuous. ZAPCO did not have a problem with the fence since it was on Redbud Trail.

For the record, Council Member McElroy arrived at 7:10 p.m.

When Mayor Thompson asked the applicant if she was going to plant a vegetative screen for the fence, Ms. Stott said no, that there is existing vegetation.

MAYOR PRO TEM WEBSTER MADE A MOTION, SECONDED BY COUNCIL MEMBER VINE, TO APPROVE THE FRONT YARD FENCE PERMIT WITH VARIANCE TO EXCEED 4' HEIGHT MAXIMUM TO 5' AT 1213 REDBUD TRAIL, SUBJECT TO THE APPLICANT MAINTAINING A VEGETATIVE SCREEN (EXISTING OR PLANTED). MAYOR PRO TEM WEBSTER AND COUNCIL MEMBERS NOBLE AND VINE VOTED FOR THE MOTION AND COUNCIL MEMBER MCELROY VOTED AGAINST. MOTION PASSED WITH A (3-1) VOTE.

9. Decision on sign permit for Sav-on Pharmacy with variance to allow a second sign at Albertson's, located at 701 Capital of Tx. Hwy., Bldg. C. (No applicable sign category in the West Lake Hills Code or Uniform Sign Agreement for The Village.) Representative Dick Brady. ZAPCO report.

Representative Dick Brady was present to answer questions. He stated that the request is to put the proposed Sav-on sign below the Albertson's sign. He said that Sav-on is a brand name pharmacy that Albertson's has brought into their store. The sign does not conform to the City's sign ordinance, or the uniform sign agreement between the City and The Village. He stated that they are not asking for a tremendous amount of signage here. The sign is about one-third the size of the Albertson's sign and the proposed color is off-red.

When Mayor Thompson asked Mr. Brady if the plan is to take the *pharmacy* sign letters down and replace with the Sav-on sign, Mr. Brady said no.

ZAPCO Member Frederick reported that ZAPCO didn't see the need for this sign in addition with the existing pharmacy sign. This request was like the request by Starbucks to put their sign on the Randalls building, and since they did not have a separate entrance outside the store, they were not allowed to put up their sign.

COUNCIL MEMBER MCELROY MADE A MOTION, SECONDED BY COUNCIL MEMBER NOBLE, TO ACCEPT ZAPCO'S RECOMMENDATION OF DENIAL FOR THE SIGN PERMIT FOR SAV-ON PHARMACY WITH VARIANCE TO ALLOW A SECOND SIGN AT ALBERTSON'S, LOCATED AT 701 CAPITAL OF TX. HWY., BLDG. C. MOTION PASSED BY UNANIMOUS (4-0) VOTE.

CITY COUNCIL MEETING MINUTES
JANUARY 26, 2005
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10. Sign permit for Westlake Fire Department located at 1109 Westlake Drive. (Section 6-92 of the West Lake Hills Code.) Representative Ben Rife. ZAPCO report.

There was no one present to speak regarding the above request.

ZAPCO Member Frederick reported that ZAPCO recommended denial of the proposed sign permit, mainly because of the sign color.

Mayor Thompson recommended that Council postpone the item to the next meeting since the applicant was not present.

COUNCIL MEMBER VINE MADE A MOTION, SECONDED BY COUNCIL MEMBER MCELROY, TO POSTPONE TO FEBRUARY 9, 2005, THE SIGN PERMIT FOR WESTLAKE FIRE DEPARTMENT LOCATED AT 1109 WESTLAKE DRIVE. MOTION PASSED BY UNANIMOUS (4-0) VOTE.

11. Public Hearing: Request for termination of the joint use driveway easement on Lots 24 and 23 of the Cortona Subdivision conditioned on the creation of a joint use driveway easement on lots 23 and 20. Applicants Cam and Susan McMartin. All persons wishing to speak for or against shall be heard.

AND

12. Reconvene Meeting: Decision regarding request for termination of the joint use driveway easement on Lots 24 and 23 of the Cortona Subdivision conditioned on the creation of a joint use driveway easement on lots 23 and 20.

Applicant Cam McMartin asked Council if they could postpone the above items to the next meeting.

COUNCIL MEMBER NOBLE MADE A MOTION, SECONDED BY COUNCIL MEMBER MCELROY, TO POSTPONE THE ABOVE ITEMS TO FEBRUARY 9, 2005. MOTION PASSED BY UNANIMOUS (4-0) VOTE.

16. EXECUTIVE SESSION: The City Council will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The City Council may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

An Executive Session was not held.

17. Reports and comments to and from Council.

Mayor Thompson reported that the firetruck that has been parked temporarily in the City's parking lot has been removed, along with one of the Fire Dept.'s trailers and that by Friday, the other trailer will be gone.

Mayor Thompson gave a progress report on each phase of the sewer project.

CITY COUNCIL MEETING MINUTES
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Council Member Vine announced that the period for filing for a Place on the Ballot for City's General Election was coming up and that he has decided not to run. Mayor Thompson thanked Council Member Vine for his service to the City and other members stated that they would miss having him on Council.

18. Adjournment. Mayor Thompson.

MAYOR THOMPSON ADJOURNED THE MEETING AT 7:35 P.M., AFTER MOTION MADE BY COUNCIL MEMBER VINE AND SECONDED BY COUNCIL MEMBER NOBLE. MOTION PASSED BY UNANIMOUS (4-0) VOTE.

ATTEST:





DWIGHT THOMPSON, MAYOR



Janet Rogers, City Secretary



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	November 21, 2023	Item Number:	5
Department:	Building and Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	None	Source of Funds:	

Subject

Introduction of new Building & Development Services Staff and update on development review process improvements.

Recommendation

No action needed.

Discussion

The Building & Development Services Department recently welcomed Joel Sherrouse, Development Coordinator and Jordan Word, Building Official/City Inspector. With the new additions, the department is working to improve and streamline the development review process.

In order to better and more consistently serve the citizens of the City of West Lake Hills, the Department has made some changes to the project and plan review process. Beginning Monday, November 6th, complete project applications and resubmissions are now accepted for review the first business day of the week. Any applications or customer portal uploads received after 5:00pm on the first business day of the week will be officially accepted and processed the following week. All submissions must be made through the My Government Online Customer Portal (MGOConnect.org) to be considered submitted.

Along with establishing an application schedule, the staff holds a weekly Development Review Meeting with city staff, contracted third parties, and other stakeholders (Fire Department, Water District) to discuss project reviews as well as improvements to the application and review process.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>November 21, 2023</u>	Item Number:	<u>6</u>
Department:	<u>Administration</u> <u>Trey Fletcher, City</u>		
Prepared By:	<u>Administration</u>	Cost / Budget:	<u>\$187,930.00</u>
Exhibits:	<u>Proposed Task Order</u>	Source of Funds:	<u>Wastewater Fund</u>

Subject

Discuss and consider action to approve a Task Order Contract with Walter P. Moore Engineering for Wastewater Collection System Model Development and Capacity Analysis.

Recommendation

Staff recommends approval.

Discussion

The city of West Lake Hills operates and maintains a wastewater collection system. This system, subject to rules and standards established by the Texas Commission on Environmental Quality (TCEQ) and the terms of the contract with the city of Austin for the conveyance and treatment of the wastewater in their system.

The system was acquired by the city of West Lake Hills in 2012 from the LCRA. The city has used Dale Murphy with K for Friese Associates (KFA) which was the city engineering firm until the end of 2022 to manage all related engineering aspects. The city has received all data and records from KFA related to the collection system and our new city engineering firm, Walter P Moore (WPM), has been reviewing the information. WPM and city staff recommend that the form of the data received from KFA is inadequate to manage the collection system.

CITY OF WEST LAKE HILLS

TASK ORDER NO. ____

WASTEWATER COLLECTION SYSTEM MODEL DEVELOPMENT AND CAPACITY ANALYSIS

SCOPE OF SERVICES

This project scope includes the development of a wastewater collection system model for the wastewater collection system within the City of West Lake Hills. The work will include taking existing wastewater collection system data from shape files and spreadsheet provided by KFA and additional supporting information for the City and Crossroads on wastewater manhole depths and lift station capacities. The model will include:

1. The existing infrastructure that is in the ground
2. A scenario of the existing infrastructure and the purchased LUE's that have not yet connected.

SCOPE OF ENGINEERING SERVICES - WASTEWATER COLLECTION SYSTEM MODELING

BASIC SERVICES:

The modeling study for West Lake Hills is to develop a wastewater system model for the City to monitor the system capacity as it relates to the infrastructure capacity, proposed redevelopment, and contractual agreements. The wastewater system model will be developed and calibrated to the current operational conditions.

I. Phase 1 - Wastewater Collection System Data Collection

- A. Walter P Moore will review available record drawings and surveys to determine what additional information is required.
- B. Walter P Moore will provide a request for documents from the City and Crossroads that will be necessary for the development of a wastewater network analysis model.
- C. Walter P Moore will identify locations for flow monitoring to support the model calibration and will assist in identifying a company to install meters and collect data.
- D. If CAD files are available for the wastewater systems, Walter P Moore will convert the CAD files into the shape files needed for the model and will add any additional properties of the lines into the model that are not able to be transferred with the line work.
- E. If CAD Files are not available for the wastewater systems, Walter P Moore will use construction documents provided by the City to create the lines and the associated properties into the modeling software.
- F. Walter P Moore will use lidar topographic information in the model.

II. Phase 2 – Develop Existing Conditions Model

- A. Walter P Moore will develop a wastewater system model of the City’s collection system using SewerCAD software and will calibrate the model based on the flow meter data.
- B. Walter P Moore will review existing development plans and wastewater capacity assignments to determine allocated demand to be used in the model.
- C. Walter P Moore will run the wastewater system model to assess the system performance with specific development scenarios.
 - 1. Scenario 1 – Existing Developed Condition using the demands assigned to the existing developments.
 - 2. Scenario 2 – Addition of the purchased LUE’s not already in service
- D. Walter P Moore will report to the City on findings during the modeling efforts.

III. Phase 3 – Model Maintenance and Development Impact Analysis

- A. Walter P Moore will maintain the wastewater system model with redevelopment as requested by the City. It is assumed that there will be new task orders issued for new model updates or this would be covered under the on-call contract.
- B. Walter P Moore will recalibrate the model periodically using flow meter test data provided by the City to maintain the integrity of the model based on changing wastewater use. It is assumed that there will be new task orders issued for new model updates or this would be covered under the on-call contract.

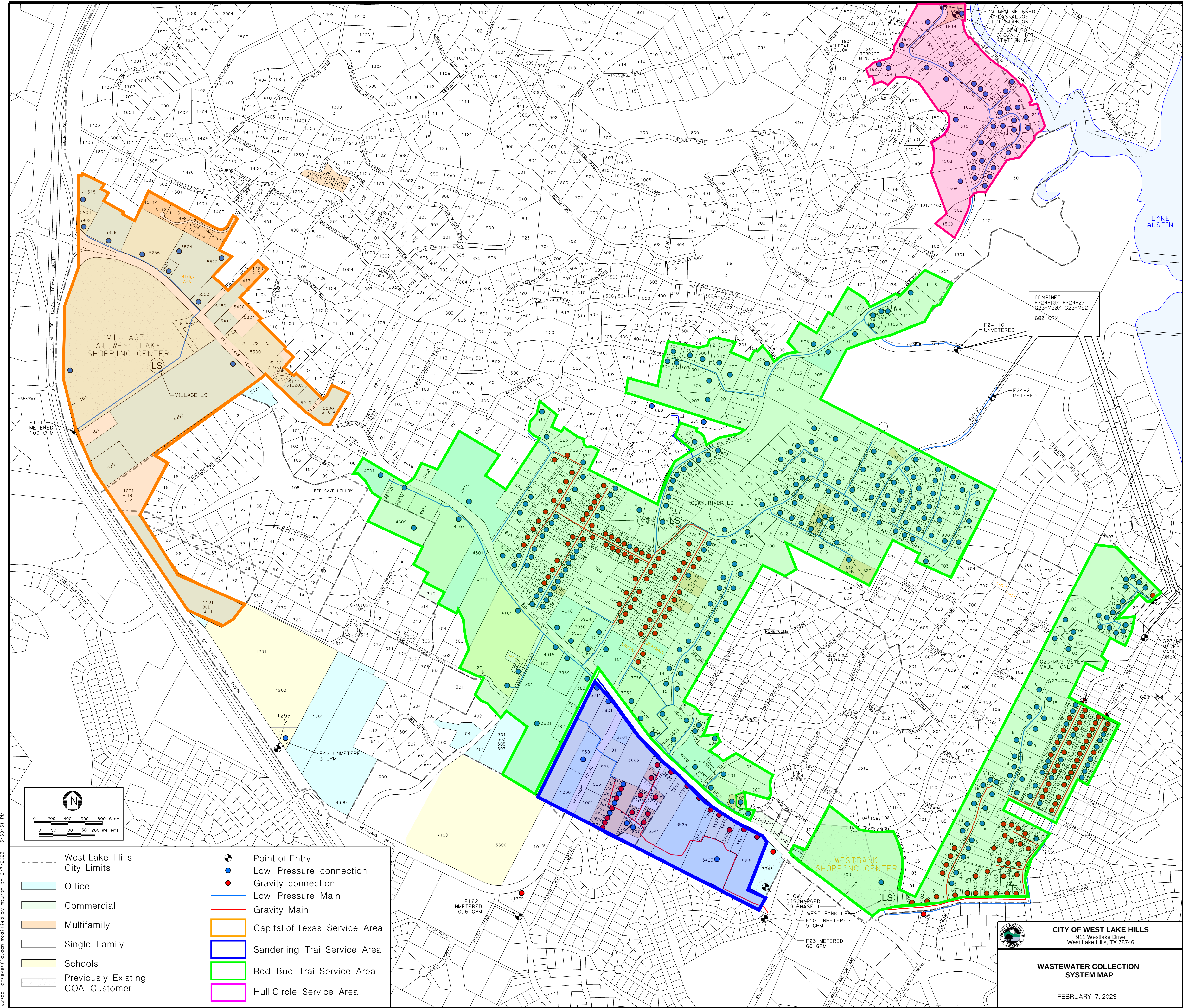
Sewer sheds

- 1. Capital of Texas Service Area
- 2. Sanderling Trail Service Area
- 3. Hull Circle Service Area
- 4. Red Bud Trail Service Area

Fee

- | | |
|--|----------|
| 1. Project Management and Coordination | \$12,490 |
| 2. Data Collection and Analysis | \$13,720 |
| 3. Capital of Texas Service Area | \$30,470 |
| 4. Sanderling Service Area | \$40,090 |
| 5. Hull Circle Service Area | \$35,450 |
| 6. Red Bud Trail Service Area | \$55,710 |

Total	\$187,930
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|----------------------------------|-------------------------------|
| --- West Lake Hills City Limits | ● Point of Entry |
| Office | ● Low Pressure connection |
| Commercial | ● Gravity connection |
| Multifamily | --- Low Pressure Main |
| Single Family | --- Gravity Main |
| Schools | Capital of Texas Service Area |
| Previously Existing COA Customer | Sanderling Trail Service Area |
| | Red Bud Trail Service Area |
| | Hull Circle Service Area |

CITY OF WEST LAKE HILLS
911 Westlake Drive
West Lake Hills, TX 78746

WASTEWATER COLLECTION SYSTEM MAP

FEBRUARY 7, 2023

Task Description		Senior Principal/ Managing Principal	Principal	Senior Engineer	Engineer	Graduate Engineer	Engineering Intern	Fee
		\$ 345.00	\$ 315.00	\$ 205.00	\$ 170.00	\$ 140.00	\$ 95.00	
1	Project Management and Coordination							
1.1	Internal Coordination, Billing, Progress Reports		8					
1.3	Coordination with City and Crossroads	4	6	6		8		
	Internal Bi-Weekly meetings		4	6	6	6		
		4	18	12	6	14	0	\$12,490
2	Data Collection & Analysis							
2.1	Obtain and review existing drawings/ PDFs for existing wastewater supply network			4			8	
2.2	Obtain and review lidar/topo data			4			6	
	Flow Meter coordination		4	4				
2.3	Review data verify accuracy of spread sheet with City records		8					
2.4	Identify additional information needs			4				
	Model concept development		6	8				
	Site Visit			6			6	
		0	18	30	0	0	20	\$13,720
	Capital of Texas Service Area							
	Existing Condition Analysis							
	Creating background files			4		20	20	
	Existing network creation with data input			6	8		40	
	Model Calibration			16	20		40	
	Existing WW storage capacity data review			4		4		
	Existing network analysis results and findings			6	4	4		
	Internal review meeting and discussion over Existing model analysis results	2	2	4		8		
	Iterations based on review discussion			2		4		
		2	2	42	32	40	100	\$30,470
	Documentation*							
	Results tables, Report Narrative, Exhibits, Appendices, Submittal Packaging, any related submittal forms.							
	Internal QA/QC of report narrative, exhibits and appendices.							
	Meeting with City Incorporate comments							
		0	0	0	0	0	0	\$0
	Sanderling Trail Service Area							
	Existing Condition Analysis							
	Creating background files			4		20	20	
	Existing network creation with data input			16	16	20	40	
	Model Calibration			16	20		40	
	Existing WW storage capacity data review			4		4		
	Existing network analysis results and findings			8	4	4		
	Internal review meeting and discussion over Existing model analysis results	2	2	8	8	8		
	Iterations based on review discussion			2		4		
				4				
		2	2	62	48	60	100	\$40,090
	Documentation							
	Results tables, Report Narrative, Exhibits, Appendices, Submittal Packaging, any related submittal forms.							
	Internal QA/QC of report narrative, exhibits and appendices.							
	Meeting with City Incorporate comments							
		0	0	0	0	0	0	\$0

Hull Circle Service Area							
Existing Condition Analysis							
Creating background files			4		20	20	
Existing network creation with data input			6	8	20	40	
Model Calibration			16	20		40	
Existing WW storage capacity data review			4		4		
Existing network analysis results and findings			6	4	4		
Internal review meeting and discussion over Existing model analysis results	2	2	8	8	8		
Iterations based on review discussion			2		4		
	2	2	46	40	60	100	\$35,450
Documentation							
Results tables, Report Narrative, Exhibits, Appendices, Submittal Packaging, any related submittal forms.							
Internal QA/QC of report narrative, exhibits and appendices.							
Meeting with City Incorporate comments							
	0	0	0	0	0	0	\$0
Red Bud Trail Service Area							
Existing Condition Analysis							
Creating background files			4		20	40	
Existing network creation with data input			24	24	40	40	
Model Calibration			20	40		40	
Existing WW storage capacity data review			4		4		
Existing network analysis results and findings			24	8	8		
Internal review meeting and discussion over Existing model analysis results	2	2	8	8	8		
Iterations based on review discussion			2		4		
	2	2	86	80	84	120	\$55,710
Documentation							
Results tables, Report Narrative, Exhibits, Appendices, Submittal Packaging, any related submittal forms.							
Internal QA/QC of report narrative, exhibits and appendices.							
Meeting with City Incorporate comments							
	0	0	0	0	0	0	\$0
Total hrs	12	44	278	206	258	440	\$187,930

*Reports will be created on an as needed basis under separate contract

Timeline	Task
1-2 weeks	Data request and data review
1-2 weeks	Background files and input data files creation
2-4 weeks	Existing model creation with data input
2 weeks	Existing model calibration
1-2 weeks	Analysis existing conditions
1 week	analysis/ review of existing model
1 week	internal review & discussion
2 weeks	report, exhibits and appendix creation
1 week	Review and discussion comments
1 week	Client review comments
Bi-weekly	Client updates
	Deliver Final Report on System

[illegible]