



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, February 14, 2024 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 14th day of February 2024 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 February 14, 2024.

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 January 24, 2024 Regular Meeting Minutes.
 - b. Approval of the Annual Racial Profiling Report for 2023.
 - c. Approval of Resolution 2024-02-01 adopting an election voting system for the City of West Lake Hills.
 - d. Approval of contracts with Travis County for an Election Services Agreement and a Joint Election Agreement for the May 4, 2024 General and Special Elections.

- e. Approval of Resolution 2024-02-02 ratifying the appointment of James (Jim) O'Connor as City Council Member Place 1.
 - f. Approval of a Drainage Waiver Report for 4 Little Bend Road.
4. Land Use **3421 Bee Cave Road** - Discuss and consider action on a variance request for the removal of three (3) trees with diameters of 14 inches or greater (Section 22.03.304(a)(4) of the West Lake Hills Code). Applicant: Ramon Aguirre, Director of Operations for Clear Terra Group.
 5. Administration Discuss and consider action on bid award of the Harbor View Retaining Wall/Guard Rail Improvements and Roadrunner Road Culvert Replacement/Paving Improvements projects to Myers Concrete Construction, L.P. in the amount of \$359,535.00 and authorize the City Administrator to execute all required documents.
 6. Administration Discuss and consider action on bid award for the West Lake Hills Bond Program (Proposition B) for roadway and drainage improvements to Smith Contracting, Co., Inc. in the amount of \$7,934,736.93 and authorize the City Administrator to execute all required documents.
 7. Administration Discuss and consider action on bid award for the West Lake Hills Gateway Sign located at the northwest corner of Bee Cave Road and Rollingwood Drive.
 8. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess into 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.
 9. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney.
 10. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the February 14, 2024 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, February 9, 2024 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, January 24, 2024 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 7:04 p.m.

CITY COUNCIL PRESENT:

Mayor Linda Anthony
Mayor Pro Tem Gordon Bowman
Brian Plunkett
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 Josh Brockman-Weber

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

3. Ceremonial Administer Oath of Office to Police Officers Ethan Atencio and Joseph Stephens.

Mayor Anthony administered the Oath of Office to Police Officers Ethan Atencio and Joseph Stephens.

- 6A. Administration Discuss and consider action on accepting the resignation of City Council Member James Vaughan (Place 1), with possible action of an appointment of a replacement or discussion of options and process for appointment.

Mayor Anthony gave a brief summary. She recommends the appointment of Jim O'Connor as Council Member Place 1 replacement until the May 4, 2024 Special Election.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Bowman, the Council voted four (4) for and none (0) opposed to accept the resignation of James Vaughan and to appoint Jim O'Connor as Council Member Place 1 until the May election. Motion carried.

Mayor Anthony administered the Oath of Office to Jim O'Connor.

- 6B. Administration Discuss and consider action to adopt an ordinance calling a Special Election to

be held on May 4, 2024 for the purpose of electing Council Member Place 1 (to fill an unexpired term).

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember Plunkett, the Council voted five (5) for and none (0) opposed to approve an ordinance calling for a Special Election on May 4, 2024 for the purpose of electing Council Member Place 1 (to fill an unexpired term). Motion carried.

4. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.
 - a. Approval of the January 10, 2024 Regular Meeting Minutes.
 - b. Approval of the FY 24 Q1 Building and Development Services Department Report.
 - c. Approval of the FY 24 Q1 Investment Report.
 - d. Approval of the FY 24 Q1 Municipal Court Report.
 - e. Approval of the FY 24 Q1 Public Safety Report.

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 approve the Consent Agenda as presented. Motion carried.

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

City Administrator Fletcher gave a brief summary of Proposition A. Don Greer (BSW) presented information to Council regarding the new building layout and design concepts.

City Administrator Fletcher gave updates on Proposition B. Bids are due on February 1st with anticipated award(s) at the February 14, 2024 Council meeting. At this time, there are forty-two (42) plan holders. An addendum to the bid packet will be released on Friday.

7. Administration Discuss and consider action to enter into a Personal Service Agreement with Doyle Wafford Massa and Doyle Evan Massa (Contractor) to provide public works services within the City of West Lake Hills, as described in Attachment A - Scope of Work and Attachment B - Fees and authorize the City Administrator to execute all required documents.

MOTION: Upon a motion made by Councilmember South and a second by Councilmember O'Connor, the Council voted five (5) for and none (0) opposed to enter into a Personal Services Agreement with Doyle Massa to provide public works services and to authorize the City Administrator to execute all required documents. Motion carried.

5. Police Receive an update and presentation regarding the Police Benevolent Foundation.

Brad Weatherford gave an update to the Council. Brochures were distributed with additional information.

6. Administration Discuss and consider action to adopt an ordinance calling a General Election to be held on May 4, 2024 for the purpose of electing Mayor, Council Member Place 2, and Council Member Place 4.

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember O'Connor, the Council voted five (5) for and none (0) opposed to adopt an ordinance calling a General Election on May 4, 2024 for the purpose of electing Mayor, Council Member Place 2, and Council Member Place 4. Motion carried.

9. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess into Executive Session (closed meeting) to discuss the following:

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:

- i. Jaffe - 1405 Wildcat Hollow;
- ii. Alvarez - 1505 Wildcat Hollow;
- iii. Lambert - 1600 Westlake Drive; and
- iv. 1836 Real Estate, LLC - 707 Butler Cove.

- b. Section 551.072 - Deliberation about real property regarding existing municipal offices located at 911 Westlake Drive.

Council convened into Executive Session at 8:06 p.m.

Mayor Anthony left early at 8:30 p.m.

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

Council reconvened in Open Session at 8:37 p.m. No action was taken.

11. **Adjournment**

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember O'Connor, the Council voted five (5) for and none (0) opposed to adjourn the meeting at 8:38 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on February 14, 2024.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	February 14, 2014	Item Number:	
Department:	Police		
Prepared By:	Chief Gerdes	Cost / Budget:	\$0
	Racial Profiling Report		
Exhibits:	2023	Source of Funds:	

Subject

West Lake Hills Police Department 2023 Racial Profiling Report for the time period Jan. 1, 2023 – Dec 31, 2023.

Recommendation

Staff recommends approval of the Police Department racial profiling report for Calendar Year 2023, from Jan. 1, 2023 – Dec. 31, 2023.

Discussion

Texas Occupations Code 1701.164 specifies that TCOLE (Texas Commission on Law Enforcement) collect incident-based data in accordance with the Code of Criminal Procedure Article 2.131 – 2.138. Chief administrators of law enforcement agencies that meet the criteria (West Lake Hills meets the criteria – see below) must submit racial profiling reports to their governing body (in this case, the West Lake Hills City Council), as well as TCOLE. **Each agency must file an annual online report** by selecting and completing the reporting option that applies to their particular situation. The situation for the West Lake Hills Police Department falls under **Full Reporting** - Agencies that routinely perform traffic stops or motor vehicle stops must file an online report. Reports are filed online through TCLEDDS (the reporting website for TCOLE). The reporting period for CY 2023 begins on January 1st, 2024 and ends March 1st, 2024. The attached report includes the minimum written policy standards an agency must have adopted to be in compliance with CCP Article 2.131 – 2.138. The West Lake Hills Police Department has adopted a policy that exceeds these requirements – the policy can be found on the Police Department website at <https://www.westlakehills.org/278/Department-Policies>.

Racial Profiling Report | Full

Agency Name: WEST LAKE HILLS POLICE DEPARTMENT
Reporting Date: 01/16/2024
TCOLE Agency Number: 453207

Chief Administrator: SCOTT E. GERDES

Agency Contact Information:
Phone: (512) 327-1195
Email: sgerdes@westlakehills.gov

Mailing Address:
911 WESTLAKE DR
WEST LAKE HILLS, TX 78746-4509

This Agency filed a full report

WEST LAKE HILLS POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the WEST LAKE HILLS POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the WEST LAKE HILLS POLICE DEPARTMENT if the individual believes that a peace officer employed by the WEST LAKE HILLS POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WEST LAKE HILLS POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the WEST LAKE HILLS POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WEST LAKE HILLS POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed

in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: SCOTT E. GERDES
Chief of Police

Date: 01/16/2024

Total stops: 2400

Street address or approximate location of the stop

City street	1266
US highway	2
County road	6
State highway	1125
Private property or other	1

Was race or ethnicity known prior to stop?

Yes	2
No	2398

Race / Ethnicity

Alaska Native / American Indian	15
Asian / Pacific Islander	180
Black	168
White	1814
Hispanic / Latino	223

Gender

Female 946

Alaska Native / American Indian	1
Asian / Pacific Islander	59
Black	51
White	772
Hispanic / Latino	63

Male 1454

Alaska Native / American Indian	14
Asian / Pacific Islander	121
Black	117
White	1042
Hispanic / Latino	160

Reason for stop?

Violation of law 244

Alaska Native / American Indian	0
Asian / Pacific Islander	14
Black	23
White	181

Hispanic / Latino	26
Preexisting knowledge	1
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	2013
Alaska Native / American Indian	13
Asian / Pacific Islander	161
Black	132
White	1528
Hispanic / Latino	179
Vehicle traffic violation	142
Alaska Native / American Indian	2
Asian / Pacific Islander	4
Black	13
White	105
Hispanic / Latino	18
Was a search conducted?	
Yes	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	4
Hispanic / Latino	5
No	2388
Alaska Native / American Indian	15
Asian / Pacific Islander	180
Black	165
White	1809
Hispanic / Latino	219
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0				
Contraband	1				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	1				
Hispanic / Latino	0				
Probable	8				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	2				
White	4				
Hispanic / Latino	2				
Inventory	3				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	1				
White	0				
Hispanic / Latino	2				
Incident to arrest	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Was Contraband discovered?					
Yes	7	Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	2	Yes	0	No	2
White	3	Yes	0	No	3
Hispanic / Latino	2	Yes	0	No	2
No	5				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	1				
White	1				
Hispanic / Latino	3				

Description of contraband	
Drugs	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	3
Hispanic / Latino	0
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	1105
Alaska Native / American Indian	10
Asian / Pacific Islander	92
Black	86
White	836
Hispanic / Latino	81
Citation	1291
Alaska Native / American Indian	5
Asian / Pacific Islander	88
Black	81
White	975
Hispanic / Latino	142
Written warning and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Citation and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	3
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	2400
Alaska Native / American Indian	15
Asian / Pacific Islander	180
Black	168
White	1814
Hispanic / Latino	223

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☐
Use Department's submitted analysis	☒

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Traffic Stops Comparative Analysis - 2023

West Lake Hills Police Department

Total Stops = 2400

<u>Location of the Stop</u>			
Total = 2400	City Street	1266	52.75%
	US highway	2	0.08%
	County Road	6	0.25%
	State Highway	1125	46.88%
	Private property/Other	1	0.04%
<u>Race or ethnicity known prior to stop?</u>			
Total = 2400	Yes	2	0.08%
	No	2398	99.92%
<u>Race/Ethnicity</u>			
Total = 2400	Alaska Native or American Indian	15	0.63%
	Asian/Pacific Islander	180	7.50%
	Black	168	7.00%
	White	1814	75.58%
	Hispanic/Latino	223	9.29%
<u>Gender</u>			
Male = 1454	Alaska Native or American Indian	14	0.96%
	Asian/Pacific Islander	121	8.32%
	Black	117	8.05%
	White	1042	71.66%
	Hispanic/Latino	160	11.00%
Female = 946	Alaska Native or American Indian	1	0.11%
	Asian/Pacific Islander	59	6.24%
	Black	51	5.39%
	White	772	81.61%
	Hispanic/Latino	63	6.66%
<u>Reason for Stop</u>			
Violation of Law = 244	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	14	5.74%
	Black	23	9.43%
	White	181	74.18%
	Hispanic/Latino	26	10.66%
Pre-existing Knowledge = 1	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	1	100.00%
	Black	0	0.00%
	White	0	0.00%
	Hispanic/Latino	0	0.00%
Moving Traffic Violation = 2013	Alaska Native or American Indian	13	0.65%
	Asian/Pacific Islander	161	8.00%
	Black	132	6.56%
	White	1528	75.91%

Vehicle Traffic Violation = 142	Hispanic/Latino	179	8.89%
	Alaska Native or American Indian	2	1.41%
	Asian/Pacific Islander	4	2.82%
	Black	13	9.15%
	White	105	73.94%
<u>Was a search conducted</u>	Hispanic/Latino	18	12.68%
	Yes = 12		
	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	3	25.00%
	White	4	33.33%
	Hispanic/Latino	5	41.67%
	No = 2388		
	Alaska Native or American Indian	15	0.63%
	Asian/Pacific Islander	180	7.54%
<u>Reason for Search</u>	Black	165	6.91%
	White	1809	75.75%
	Hispanic/Latino	219	9.17%
	Consent = 0		
	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%
	White	0	0.00%
	Hispanic/Latino	0	0.00%
	Contraband in plain view = 1		
	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%
	White	1	100.00%
	Hispanic/Latino	0	0.00%
	Probable Cause = 8		
	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	2	25.00%
	White	4	50.00%
	Hispanic/Latino	2	25.00%
	Inventory = 3		
	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	1	33.33%
	White	0	0.00%
	Hispanic/Latino	2	66.67%
	Incident to Arrest = 0		
	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%
	White	0	0.00%
	Hispanic/Latino	0	0.00%

Was contraband discovered				Arrest Yes	Arrest No
Yes = 7	Alaska Native or American Indian	0	0.00%	0	0
	Asian/Pacific Islander	0	0.00%	0	0
	Black	2	28.57%	0	2
	White	3	42.86%	0	3
	Hispanic/Latino	2	28.57%	0	2
No = 5	Alaska Native or American Indian	0	0.00%		
	Asian/Pacific Islander	0	0.00%		
	Black	1	20.00%		
	White	1	20.00%		
	Hispanic/Latino	3	60.00%		
Description of contraband					
Drugs = 5	Alaska Native or American Indian	0	0.00%		
	Asian/Pacific Islander	0	0.00%		
	Black	2	40.00%		
	White	3	60.00%		
	Hispanic/Latino	0	0.00%		
Weapons = 1	Alaska Native or American Indian	0	0.00%		
	Asian/Pacific Islander	0	0.00%		
	Black	0	0.00%		
	White	0	0.00%		
	Hispanic/Latino	1	100.00%		
Currency = 0	Alaska Native or American Indian	0	0.00%		
	Asian/Pacific Islander	0	0.00%		
	Black	0	0.00%		
	White	0	0.00%		
	Hispanic/Latino	0	0.00%		
Alcohol = 0	Alaska Native or American Indian	0	0.00%		
	Asian/Pacific Islander	0	0.00%		
	Black	0	0.00%		
	White	0	0.00%		
	Hispanic/Latino	0	0.00%		
Stolen Property = 0	Alaska Native or American Indian	0	0.00%		
	Asian/Pacific Islander	0	0.00%		
	Black	0	0.00%		
	White	0	0.00%		
	Hispanic/Latino	0	0.00%		
Other = 1	Alaska Native or American Indian	0	0.00%		
	Asian/Pacific Islander	0	0.00%		
	Black	0	0.00%		
	White	0	0.00%		
	Hispanic/Latino	1	100.00%		
Result of the stop					

Verbal Warning = 0	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%
	White	0	0.00%
	Hispanic/Latino	0	0.00%
Written Warning = 1105	Alaska Native or American Indian	10	0.90%
	Asian/Pacific Islander	92	8.33%
	Black	86	7.78%
	White	836	75.66%
	Hispanic/Latino	81	7.33%
Citation = 1291	Alaska Native or American Indian	5	0.39%
	Asian/Pacific Islander	88	6.82%
	Black	81	6.27%
	White	975	75.52%
	Hispanic/Latino	142	11.00%
Written warning and arrest = 1	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%
	White	1	0.00%
	Hispanic/Latino	0	0.00%
Citation and arrest = 1	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%
	White	1	100.00%
	Hispanic/Latino	0	0.00%
Arrest = 2	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	1	50.00%
	White	1	50.00%
	Hispanic/Latino	0	0.00%
Arrest based on			
Violation of Penal Code = 4	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	1	25.00%
	White	3	75.00%
	Hispanic/Latino	0	0.00%
Violation of Traffic Law = 0	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%
	White	0	0.00%
	Hispanic/Latino	0	0.00%
Violation of City Ordinance = 0	Alaska Native or American Indian	0	0.00%
	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%

Outstanding Warrant = 0

White	0	0.00%
Hispanic/Latino	0	0.00%
Alaska Native or American Indian	0	0.00%
Asian/Pacific Islander	0	0.00%
Black	0	0.00%
White	0	0.00%
Hispanic/Latino	0	0.00%

Was physical force resulting in bodily injury used

Yes = 0

Alaska Native or American Indian	0	0.00%
Asian/Pacific Islander	0	0.00%
Black	0	0.00%
White	0	0.00%
Hispanic/Latino	0	0.00%

No = 2400

Alaska Native or American Indian	15	0.63%
Asian/Pacific Islander	180	7.50%
Black	168	7.00%
White	1814	75.58%
Hispanic/Latino	223	9.29%

Number of complaints of racial profiling

total
resulted in disciplinary action
did not result in disciplinary action

	0	
	0	0.00%
	0	0.00%

Demographics of the Austin MSA, per 2022 Census estimates

Alaska Native or American Indian		1.50%
Asian/Pacific Islander		7.10%
Black		7.57%
White		49.53%
Hispanic/Latino		34.30%

Demographics of the City of West Lake Hills, per 2020 Census estimates

Alaska Native or American Indian		0.48%
Asian/Pacific Islander		3.26%
Black		0.75%
White		83.11%
Hispanic/Latino		12.40%



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>February 14, 2024</u>	Item Number:	<u></u>
Department:	<u>Administration</u>		
Prepared By:	<u>Terry Blanchard</u>	Cost / Budget:	<u></u>
	<u>Resolution, Election</u>		
	<u>Services Agreement &</u>		
Exhibits:	<u>Joint Election Agreement</u>	Source of Funds:	<u>Budgeted item</u>

Subject

Approval of Resolution 2024-02-01 adopting an election voting system for the City of West Lake Hills; and

Approval of contracts with Travis County for an Election Services Agreement and a Joint Election Agreement for the May 4, 2024 General & Special Elections.

Recommendation

Staff recommends authorizing resolution and contracts as presented.

Discussion

RESOLUTION – As of August 1, 2023, every city is required to provide at least one accessible voting system at each polling location. The system must meet state and federal laws per Section 61.012 of the Texas Election Code. The Office of the Texas Secretary of State has certified that the Express Vote Universal Voting System Version 6.3.0.0 is an accessible voting system that may legally be used in Texas elections. This system is used by the Travis County Elections Division for the elections they administer. Since the City of West Lake Hills' contracts for election services which are typically administered by Travis County, the City should adopt the Express Vote Universal Voting System as their accessible voting system to meet state and federal requirements.

ELECTION SERVICES AGREEMENT – Travis County administers the elections for the City of West Lake Hills. The Election Agreement details each entity's role in the upcoming election and identifies the election officers. Polling locations will be designated and confirmed by the County. A list of polling locations will be provided to each entity prior to early voting. Use of equipment, costs for the election, and designation of the Regular Early Voting Clerk for the Participating Entity are addressed in the agreement.

JOINT ELECTION AGREEMENT – The Joint Election Agreement provides for voters in those portions of Travis County identified on the County Jurisdiction maps to vote at any of the listed polling locations. Responsibilities for the County and each participating entity are detailed in the agreement for early voting, election day, and post-election events. Exhibits A, B, and C will be added by the County once it is determined which entities will be required to hold an election in May.

Resolution No. 2024-02-01
RESOLUTION FOR CITY OF WEST LAKE HILLS
ADOPTION OF AN ELECTION VOTING SYSTEM

THE CITY OF WEST LAKE HILLS, TEXAS FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that the City of West Lake Hills City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner. The DS450, DS850 & DS950 Digital® Central Count Scanner will be used to process all by mail ballots.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

NOW THEREFORE BE IT RESOLVED THAT:

As chief elections officer of the City of West Lake Hills City Council, the City Secretary shall provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any and every election ordered on or after August 1, 2023. The ES&S ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner may be acquired by any legal means available to the City of West Lake Hills City Council, including but not limited to lease or rental from the County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

PASSED BY VOTE AND APPROVED this 14th day of February, 2024.

Linda Anthony, Mayor

ATTEST:

Terry Blanchard, City Secretary



Meeting Date:	<u>February 14, 2024</u>	Item Number:	<u></u>
Department:	<u>Administration</u>		
Prepared By:	<u>Terry Blanchard</u>	Cost / Budget:	<u></u>
Exhibits:	<u>Election Agreement & Joint Election Agreement</u>	Source of Funds:	Budgeted item

Discuss and consider action to authorize contracts with Travis County for an Election Services Agreement and a Joint Election Agreement for the May 4, 2024 General & Special Elections.

Staff recommends authorizing contracts as presented.

Travis County administers the elections for the City of West Lake Hills. The Election Agreement details each entity's role in the upcoming election and identifies the election officers. Polling locations will be designated and confirmed by the County. A list of polling locations will be provided to each entity prior to early voting. Use of equipment, costs for the election, and designation of the Regular Early Voting Clerk for the Participating Entity are addressed in the agreement.

The Joint Election Agreement provides for voters in those portions of Travis County identified on the County Jurisdiction maps to vote at any of the listed polling locations. Responsibilities for the County and each participating entity are detailed in the agreement for early voting, election day, and post-election events. Exhibits A, B, and C will be added by the County once it is determined which entities will be required to hold an election in May.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF WEST LAKE HILLS

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and the City of West Lake Hills (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
 - (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing

action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

- a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated

with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) **The City Secretary** will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. **The City Secretary** will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. **The City Secretary** will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated [the City Secretary as the Participating Entity's representative for sending and receiving](#) e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: tblanchard@westlakehills.gov or citysec@westlakehills.gov.
- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating

entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
 - (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if,

at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2024, through January 1, 2025, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and

duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY OF WEST LAKE HILLS
Attn: City Secretary
911 Westlake Drive
West Lake Hills, TX 78746

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its

obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

City of West Lake Hills
911 Westlake Drive
West Lake Hills, TX 78746

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

CITY OF WEST LAKE HILLS

BY: _____
Linda Anthony
Mayor

DATE: _____

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

JOINT ELECTION AGREEMENT FOR MAY 4, 2024 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on May 4, 2024. Each Participating Entity requires elections to be held on May 4, 2024 in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the May 4, 2024 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on May 4, 2024 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating

Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in

the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot,

for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for transporting voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.
4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.
- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 4, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral

representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a

person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

Joint election agreement for May 4, 2024 elections

SIGNATURE PAGE

Name of Participating Entity	City of West Lake Hills
Address	911 Westlake Drive
	West Lake Hills, TX 78746
Name of Authorized Signatory	Linda Anthony, Mayor
Signature	
Date signed	2/14/2024
E-mail address	mayor@westlakehills.gov

RESOLUTION NO. 2024-02-02

**A RESOLUTION RATIFYING THE CITY COUNCIL
APPOINTMENT OF JAMES “JIM” O’CONNOR TO CITY
COUNCIL MEMBER PLACE 1.**

WHEREAS, on January 24, 2024, James Vaughan (City Council Member Place 1) resigned his Council seat effective immediately in order to enter the May 4, 2024 Mayoral race;

WHEREAS, pursuant to Texas Local Government Code Section 22.010, the governing body is authorized to appoint a qualified individual to fill a single vacancy and serve until the next uniform election date;

WHEREAS, the appointment for the Council Member Place 1 unexpired term will begin on January 24, 2024 and expire on May 22, 2024; and

WHEREAS, the West Lake Hills’ City Council unanimously approved the appointment of James “Jim” O’Connor to fill the unexpired term for City Council Member Place 1 until the next uniform election date on May 4, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, STATE OF TEXAS:

Section 1. The recitals above are hereby found to be true and correct and adopted.

Section 2. That the City Council does hereby ratify and memorialize the appointment of James “Jim” O’Connor as a Council Member of the City of West Lake Hills, Texas as reflected in the minutes of the January 24, 2024 City of West Lake Hills, Texas City Council Meeting.

Section 3. This resolution shall become effective from and after its passage, as provided by law.

PASSED & APPROVED this, the 14th day of February 2024.

CITY OF WEST LAKE HILLS:

Linda Anthony, Mayor

ATTEST:

Terry Blanchard, TRMC
City Secretary



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	February 14, 2024	Item Number:	
Department:	Building & Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

Report of drainage waivers 4 Little Bend.

Recommendation

No action required.

Discussion

Background & Analysis:

The Code of Ordinances allows for a request for waivers from the drainage and erosion control manual requirements. Two properties requested waivers 513 Konstanty Court and 1230 Yaupon Valley. Section 22.03.511 (D) requires the determinations be reported to the City Council. The determinations of the waivers are attached.

Attachments:

Attachment 1 – 4 Little Bend Road - Denied

Links to Relevant Code:

[Section 22.03.511\(d\) Procedure and notice \(for drainage waivers\)](#)



City of West Lake Hills

Drainage Waiver Determination

Date: January 30, 2024

Site Address: 4 Little Bend Road Drainage and Erosion Control Manual Waiver Determination

Legal Address: Little Bend Subdivision Lot 1

The Drainage and Erosion Control Manual was adopted to establish standard principles and practice for the planning, design, construction, maintenance and management of stormwater drainage, erosion control and water quality facilities. Per Section 22.03.511(d) of the Code of Ordinances and Section 1.3 of the DECM, an applicant may request a waiver from the drainage and erosion control manual. When considering a waiver, the City Administrator must consider the impact to public health, flood safety and the intent of the DECM.

Request

An exemption from Section 3.3.2 Time of Concentration for the minimum time of concentration of 10 minutes. The applicant has stated that a time of concentration of 10 minutes, in their opinion for small drainage areas is bad engineering due to "the variance from "standard engineering practice," the variance from the method being used (SCS method) and outlined in TR-55, and the common sense impact this approach has on "drowning" out impacts to the times of concentration computed." (Attachment 2).

Analysis

The city engineer has provided analysis of the existing and proposed conditions related to the time of concentration requirements and effects in Attachment 1.

Determination

The request for a waiver of the DECM requirements is denied. The requirement for a time of concentration of 10 minutes is to maintain consistency in review standards, and address soil and drainage considerations prevalent to the West Lake Hills area.

If you would like to appeal the determination, within seven (7) days of the determination you must submit a variance application in MyGovernmentOnline which will then be processed per Division 16: Application for Variance; Appeal from Denial of Permit.

A handwritten signature in blue ink, appearing to read "Trey Fletcher", is written over a horizontal line.

Trey Fletcher
City Administrator

4 Little Bend

To Whom It May Concern,

The request for exemption from a minimum time of concentration of 10 minutes for 4 Little Bend has been reviewed by Walter P Moore (WPM) and is recommended for denial. The applicant suggests that they should be exempt from the minimum time of concentration due to the smaller nature of the drainage areas. The drainage area sizes are as follows: 2.026 acres, and 0.827 acres.

Their E1, P1, and E1/P1 offsite time of concentrations are all over 9 minutes, which indicates that a minimum time of concentration for this area is not “bad engineering” as the applicant suggests, but instead requires the applicant to detain for the full amount increased runoff rather than altering the time of concentration to minimize the effects of the development, as the path of the time of concentration stays relatively consistent between existing and proposed conditions.

The time of concentration for drainage areas E2/P2 does not change from existing to proposed as no development is occurring in that area. For this reason, implementing a minimum time of concentration will not have a large effect on the drainage calculations.

The current time of concentration calculations for this site reflects that the area is “short grass prairie” which based on current arial imaging does not seem to be the case – an assumption of woods with light or dense underbrush would increase the time of concentration significantly. The minimum time of concentration implemented in the manual discourages subjectivity in the design process unless areas are quite large, which is why it is a current standard that applicants are held to.

Finally, a minimum time of concentration of 5 minutes tends to be reserved for areas which are paved or where stormwater infrastructure is channelizing the stormwater. Due to the nature of the site, we do not believe that there are any extenuating circumstances which require this site to be exempted from the requirements of the Drainage and Erosion Control Manual.

Zoe Scott, P.E.

Walter P. Moore on behalf of the City of West Lake Hills

Response: A copy of the revised report and model are attached. The report only had one number change (the version of HMS used) and a change in the detention section regarding the removal of the “extra” from the work. The HMS model was revised for the added downstream drainage area. We are not submitting this information (it is being submitted by others) so if for any reason you don’t get it, please let me know and I’ll email it to you directly. Thank you.

Comment vii. Please provide spot elevations and finished floor elevations for slabs, driveways, porches, patios, pools, and outbuildings on all sides (DECDM Sec. 2.2). - NOT CLEAR- Coordinate with architect to verify spot elevations around pool. Within architectural drawings there is not enough information to show that the hardscape around the pool slopes away from the building. Coordinate with architect to provide spot elevations or provide them on the civil drawings.

Response: We’ve gone over this with the architect. They noted that sheets A0.01, A1.01, and A3.01 all show the pool and should have what you need. We hope that you concur.

Comment viii. Please provide proposed contours that identify the storage volume of the detention pond and along the pond structure. It is unclear how slopes downstream of the detention pond will be impacted – CLEAR

Response: Thank you.

Comment ix. A legible legend should be provided in all plan sheets. Please make sure legend is consistent with what is shown on the plan sheets. It’s hard to distinguish the drainage basins and the legend doesn’t match what’s shown. – CLEAR

Response: Thank you.

Comment x. It is unclear where the detention pond and detention pond outfall structure is located. Please label Detention Pond and Outfall Structure on Grading and Drainage plan. – CLEAR

Response: Thank you.

Comment xi. Include flow arrows on Grading and Drainage Plan. – CLEAR

Response: Thank you.

REVIEW #2

We understand these are all clear. Thank you.

REVIEW #3

Comment 1. Please separate onsite flow from offsite flow in your drainage calculations.

Response: We’ve separated the off-site as requested. Please see the computations on sheet 4 as well as the text added to the detention section of the report.

Comment 2. Legend on Sheet 4 of 5 has 3 different linetypes for “Existing Drainage Area” and 3 different linetypes for “Proposed Drainage Area”. Please show and label correct linetypes which are being used on the legend.

Response: The issue was the stacking of drainage areas on top of each other. We were attempting to keep complete polylines so that the areas could be easily snapped and verified. But we’ve trimmed E2 and P2 to E1 and P1 so that there is no stacking and I believe that you will now see the lines matching the legend.

Comment 3. Note that minimum time of concentration is 10 minutes per City of West Lake Hills DECDM. If you would like to request a variance, please apply through the City’s standard procedure.

Response: We understand alternates to the drainage manual to be “waivers” and not variances. Variances are for alternatives to the code (as further confirmed with the definition in 22.03.001).

Variances are from “regulations” as opposed to “criteria” or “guidance.” Therefore, we’ve noted the request for a waiver in the engineer’s report and that has been the procedure on numerous projects to date (dating back to the first issuance of the Drainage Manual). So we understand that to be the correct procedure. If this has changed, please email me the procedure. Also, as noted in the engineer’s report (and all the times before) it is our engineering opinion that to use 10 minutes for these small drainage areas is bad engineering for all the reasons of: the variance from “standard engineering practice,” the variance from the method being used (SCS method) and outlined in TR-55, and the common sense impact this approach has on “drowning” out impacts to the times of concentration computed.

We hope that you concur that this information is complete and sufficient. Please contact me at (512) 328-0002, if you have any questions.

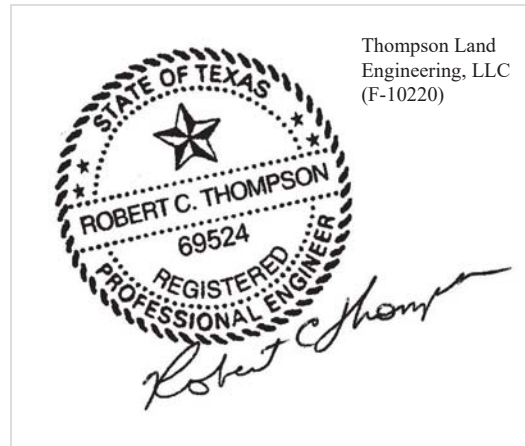
Sincerely,

THOMPSON LAND ENGINEERING, LLC



Robert C. (Ric) Thompson, P.E.
M.S., C.F.M., C.P.E.S.C.

December 30, 2023





City of West Lake Hills

City Council

AGENDA REPORT

Meeting Date:	February 14, 2024	Item Number:	4
	Building & Development		
Department:	Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

3421 Bee Cave Road: Discuss and consider action on a variance request for the removal of three (3) trees with diameters of 14 inches or greater (Section 22.03.304(a)(4) of the West Lake Hills Code).

Applicant: Ramon Aguirre, Director of Operation for Clear Terra Group

Recommendation

Staff recommend **denial** of the variance for the removal of the trees, for the reasons stated in the Analysis.

This was considered by the Zoning and Planning Commission on January 17, 2024 and recommended **denial** of all 6 variances (BOA and City Council) by a vote of 4-0 (Attachment 9). The Commission felt that the plan was too preliminary to grant the variances at this time. Additionally, there were questions on an access easement to the west that appears on the survey and questions about sharing access.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Clear Terra Group, LLC

Legal Description: Lot 2A, First Resubdivision of Keene Brodie Subdivision Lot 2

Lot Size: 0.7754 acres (33,775.40 square feet)

Zoning: O - Office

The properties surrounding the subject property are zoned O - Office, B-2 - Business 2, and B-3 - Business 3.

Background & Analysis:

The applicant is proposing to move the Spanish Immersion Day Care and preschool at 3636 Bee Cave Road to the site at 3421 Bee Cave Road. The school serves up to 195 pre-school age children and employs 25 staff personnel.

This property was previous granted the following variances (language from staff report below) for a two-story office building with parking underneath at the June 8, 2022 Board of Adjustment/City Council meeting (<https://westlakehillstx.portal.civicclerk.com/event/178/files/718>).

1. Driveway Setback Encroachment – proposed driveway comes up to approximately 2-feet from the property line, an 8-foot encroachment into the driveway setback.

2. Side Building Setback Encroachment – proposed building is 15-feet from the side property line, a 10-foot encroachment into the 25-foot side setback.
3. Tree Removal- removal of two trees with trunk diameters of 14-inches or greater (T2 – 18-Inch Cedar Elm, T8 –18-Inch Live Oak).
4. Cut/Fill in a Setback – Asking for up to five (5) feet of cut/fill in the front setback for the detention pond.
5. Impervious Cover – Code allows 30% plus incentives. They get up to 38% with incentives. Applicant is asking for 42.3%.

These variances expired on June 9, 2023 as they did not move forward in the permitting/development process.

With the new preliminary plan for building a pre-school/daycare site, the applicant is requesting six variances. Five are being considered by the Board of Adjustment. The sixth is for tree removal and is considered by the City Council. The full extent of some of the variances has not been provided as the applicant states they won't have that information until a full site plan is developed. Between the ZAPCO meeting and the BOA/City Council meetings, the applicant was able to move the hammerhead driveway out of the front 25-foot landscape buffer, reducing part of variance 5, and saved a 15-inch cedar tree (T095) reducing the tree variance request from 4 to 3. The applicant provided updated answers to variance approval criteria (Attachment 10).

The applicant provided an exhibit that shows the required building setbacks, which they state only leaves 36.5% of the site available for the development of fire lines, buildings and parking (Attachment 3). The area is the limits for buildings, but parking and driveways have separate setbacks (30-foot front, 10-foot side and rear) that leaves 70% of the area of the lot in which to locate the parking/driveways.

For Consideration by the City Council:

- a. Section 22.03.304(a)(4) Tree and vegetation Removal - 3 trees 14 inches and greater (T246, T221, T868);

The applicant is requesting to remove three trees:

T246 – 18" Cedar Elm

T221 – 21" Live Oak

T868 – 16" Cedar Elm

Given the location of T246 and T221, these trees may need to be removed for any future development of the site. Trees T868 are to the rear of the site and with a different design and less lot occupation, these trees could remain undisturbed.

Staff recommends **denial** at this time as the removal is driven by the design and the utilization of almost 60% of the site with building and parking.

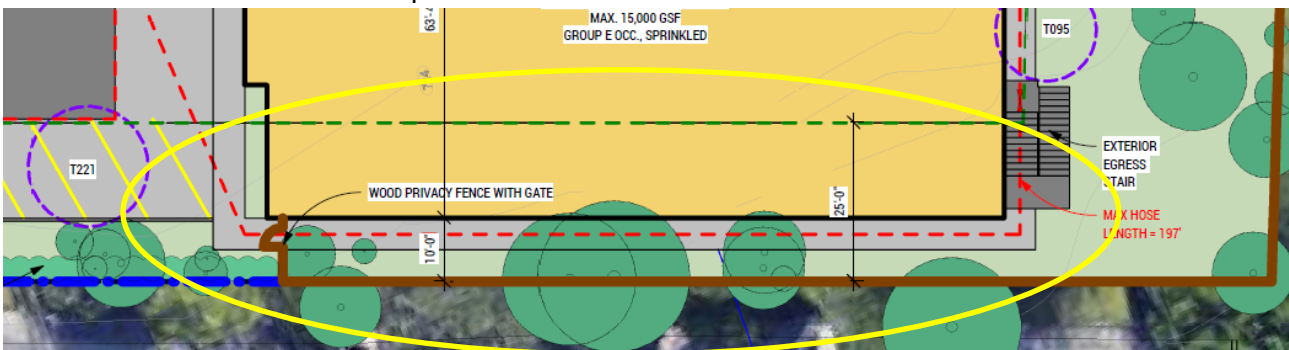
For consideration by Board of Adjustment:

- a. Section 22.03.249(b)(1) Driveway, parking and loading area setback, 30-foot minimum.

The conceptual site plan shows a fire turn around at the front of the property that is encroaching into the required driveway setback from the street frontage.

Staff recommend **denial** of the variance as the hardship is driven the location of the site elements.

- b. Section 22.03.281(b): Schedule of regulations – Minimum side setback distance of 25 feet. The conceptual site plans show the location of the proposed building. On the west side, the request is to encroach 15 feet into the required 25-foot side setback.



Staff recommend **denial** of the variance as the size of the building is driving the need for the encroachment not existing, unique site conditions.

- c. Section 22.03.241: Schedule of minimum number of (parking) spaces – 50 spaces required; The applicant is requesting to have 24 spaces on site with an agreement with Good Shepard Lutheran for 30 spaces off-site. The daycare would have a maximum of 195 students and 25 employees. The offsite parking will accommodate the staff, which leaves the 24 onsite parking spaces available for drop off and pick up.

Staff recommend **conditional approval** of the variance with the condition that the off-site agreement is not revocable by the grantor. A change in use to a different building occupancy would be required to follow the adopted code.

- d. Section 22.03.281 IX Exceeding the Impervious Cover maximum for O – Office zoning of 38% with incentive bonuses; The applicant has submitted a conceptual site plan and preliminary drainage plan (Attachment 7) showing 58.8% impervious cover (for building, parking, and driveway/drive aisles). For office zoning a property is allowed up to 30% impervious cover by right, with the allowance for an additional 8% for a site connected to public sewer. The applicant is requesting a variance for an additional 20.8%. The existing site is connected to the public sewer, but a study for available capacity needed for the daycare has not yet been completed. The preliminary drainage study provides analysis that 58.8% impervious cover is feasible while meeting city and TCEQ drainage requirements for detention and water quality.

Staff recommend **denial** of the variance for the additional impervious cover as there is no undue hardship. The applicant has a large building (7,600 sq. ft. footprint) and parking lot requirements (11,038 sq. ft.) that are oversized for a lot this small (33,541 square feet).

- e. Section 22.03.251 (d) Screening, trees, and landscaping – 25% of the lot remaining in its natural state. For the entire lot, 25% of the lot must remain in a natural state, with a minimum of half of the area located between Bee Cave Road and the building. The applicant states that 17% of the site in front of the building will remain in its natural state, but this accounts for all pervious areas, not undisturbed areas. When asked for clarification the applicant replied that they will not have specific numbers until further designing the site plan.

Due to the unknown nature of the request, staff recommend **denial** at this time.

Development Process:

For the site to be developed as requested, the following processes/steps must be completed:

- ZAPCO Recommendation for Variances – January 17, 2024
- BOA/City Council Variance Decision – February 14, 2024
- BOA Special Use Permit for Daycare Use – February 14, 2024
- Public Sewer Capacity Study – after variance and SUP determination
- Approval of the driveway by the Texas Department of Transportation
- Site Development Plan and Traffic Impact Study (if required) – TBD, after sewer capacity determination.
- Building Plan Permitting

Public Comments:

No comments have been received directly by staff as of this report. The applicant provided community support letters (Attachment 7).

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.*

The hardship results from the shape of this site – a long rectangle site. At only 100' wide, applying the 4 setbacks would leave just 37% of the site buildable. 63% of the site would be allocated to the setbacks if the ordinance is literally enforced. This creates a significant constraint for any development of this site.

Applying the two 25' side setbacks would leave only a 50' wide area for the construction of:

- 1) A 20' Fire Lane,
- 2) The new building, and
- 3) The parking area.

This is unfeasible and thus the narrow shape of the lot represents a hardship for this project.

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

The plan for development is to maintain the natural state of the property to the greatest extent possible while providing improvements to sufficiently meet the economical and physical needs of the proposed development. The proposed development includes a rectangular building to minimize the lateral setbacks encroachment. We are proposing to remove 3 trees > 14" in diameter and will mitigate by replacing them on a 150% basis. The back of the lot will be left in its natural state (9,374 SF – 28% of lot area).

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

This project has had several iterations. Each of them had a challenging time providing adequate and safe access within impervious cover limitations and side yard setback requirements. At the early stages we had a larger impervious cover percentage and an above surface detention pond. This approach was abandoned in favor of designing most of the driveway and parking areas as pervious and implementing a below grade water detention and treatment system.

Also, by designing the building as a long rectangle, to conform to the shape of the lot, we were able to reduce the encroachment of the side setbacks.

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

The need for these variances is a result of the unique characteristics of this lot. Unfortunately, the property cannot reasonably be developed in a manner consistent with the existing zoning. We believe the reduction of the side setback areas is the most sensitive way to solve the physical challenges this site presents. We are also required to construct a full fire lane with compliant hammerhead turnaround, this fire lane alone accounts for 4,022 SF or 20% of the proposed impervious cover.

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

The City Master Plan has defined the Bee Cave Road Corridor as the commercial development corridor for the city. Therefore, we believe the proposed preschool building is an appropriate use. Also, two areas of vegetative screens will be added on one side of the building.

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



7.

We have the support of our adjacent neighbor to the east (see letter of support from Hill Country Specialists, owners of 3423 Bee Cave Rd) and the support of the owners of the Bee Cave Center at 3425 Bee Cave Rd (see letter of support).

3421 Bee Caves Rd is surrounded by the parking lots and driveways of the adjacent commercial properties, to the east, west, and south. (See above picture)

The neighboring properties are zoned B-1 and O. The proposed new building would not be near the neighboring buildings as these driveways and parking areas provide a buffer between the properties. Also, we will also be adding two areas of vegetative screening as shown in our site plan.

As required, we will comply with the drainage and erosion code ordinances and the Preliminary Drainage Plan is being submitted with this application (Please see attached Drainage Analysis.)

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

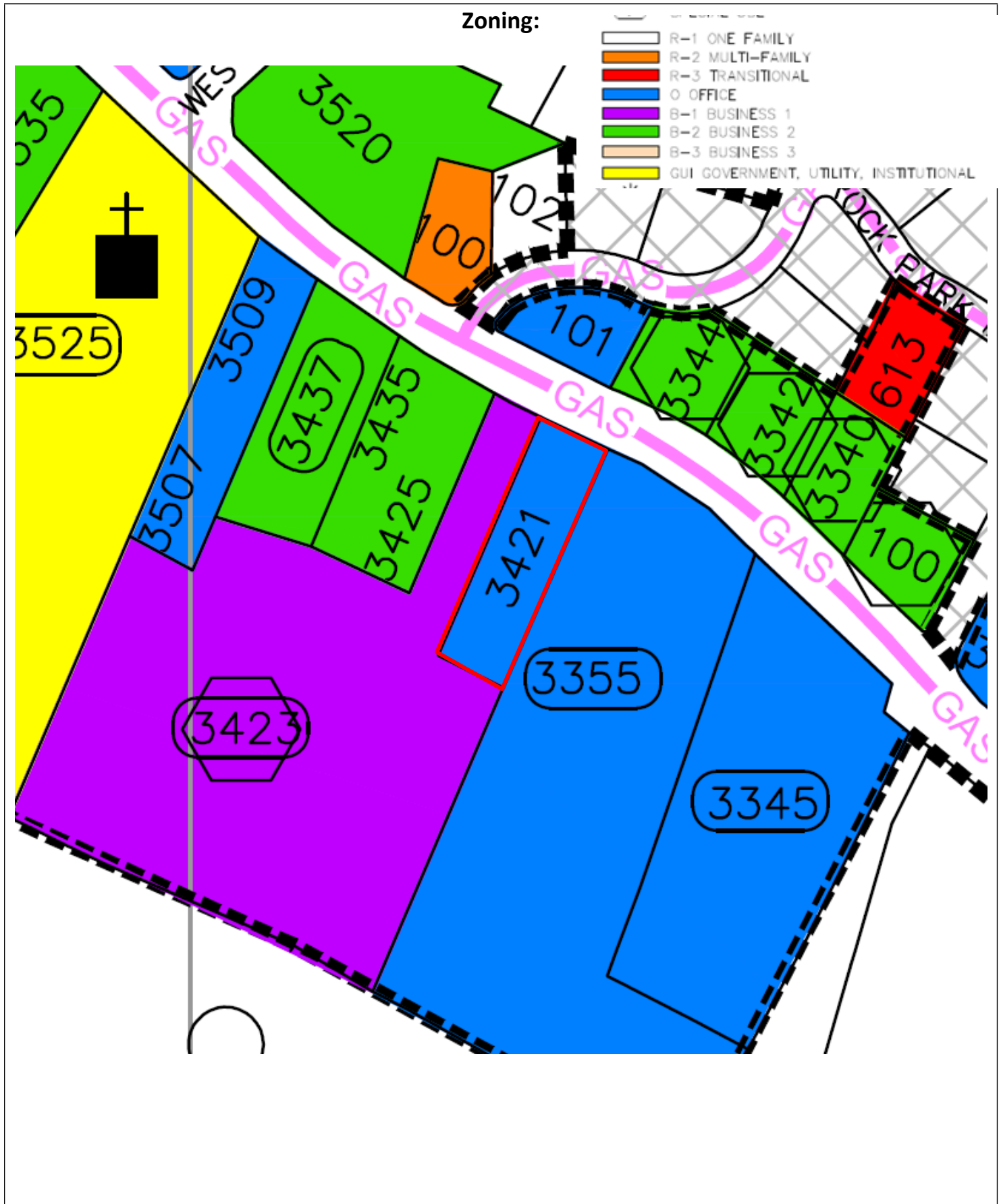
There is no change to the subdivision proposed with this application.

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 22.03.241: Schedule of minimum number of spaces](#)
- [Section 22.03.249: Driveway, parking and loading area setbacks](#)
- [Section 22.03.251: Screening, trees and landscaping](#)
- [Section 22.03.275: Building setback distances](#)
- [Section 22.03.281: Schedule of Regulations](#)
- [Section 22.03.304: Tree vegetation removal and replacement](#)
- [Section 38.05.031: Variances](#)
- [Section 22.03.511: Criteria and process required for granting variance](#)



Aerial:



Street View:





PO BOX 160775
Austin TX 78716-0775

November 28, 2023

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

**Re: Variances Request
Clear Terra Group LLC
3421 Bee Cave Road
West Lake Hills, TX 78746**

Dear Mr. Meisel:

We are applying for a set of variances for 3421 Bee Cave Rd to replace the 1970's house and shed for a new preschool building and construct a new fire lane and water detention facilities. The new building will be Type 1B non-combustible construction with a full fire-sprinkler and alarm systems.

A variance to sections 22.03.249(b)(2), 22.03.281(b), 22.03.304(a)(4), 22.03.241 and 22.03.281 IX of the Westlake Hills Code of Ordinances is hereby requested in conjunction with the proposed Clear Terra Group development located at 3421 Bee Caves Road. An overview and efforts to minimize requested variances are as followed:

• **Variance to Section 22.03.249(b)(2):**

- *To allow for the proposed driveway to encroach within the 25-foot driveway setback for O zoned properties located to the East of the development.*
- The long rectangular shape of the lot imposes a width limitation. We are constructing the fire lane as well and thus the driveway needs to extend within this setback area.

• **Variance to Section 22.03.281(b):** (minimum building setbacks from side lot lines for O zoned properties):

- *To allow for the proposed new building, to encroach within the limits of the building setback from side lot lines.*
- The long rectangular shape of the lot imposes a width limitation. To provide adequate building space for preschool operations, in tandem with minimizing as much impervious cover as feasible

for parking and driveway approaches, the proposed preschool building must encroach within the 25-foot minimum side setback that is required for O zoned properties that are located adjacent to O or B-1 zoned properties.

- **Variance to Section 22.03.304(a)(4)**

- To allow for the **removal of 3 trees greater than or equal to 14 inches** located onsite.
- In order to provide adequate access and placement of proposed facilities (fire lane and preschool building) we need to remove these 3 trees. The plan for development is to maintain the natural state of the property to the greatest extent possible while providing improvements to sufficiently meet the economic and physical needs of the proposed development.

- **Variance to Section 22.03.241**

- The required number of parking spaces for “O” office zoning is 1 space per 300 building square feet, i.e., **50 spaces** for a 15,000-sf total building size.

The need to keep the impervious cover at a reasonable percentage requires us **to provide 24 parking spaces** onsite and complement extra spaces with a parking agreement with a nearby neighbor. We will have a total of parking available equal to 54 (24 onsite plus 30 per parking agreement -attached).

- **Variance to Section 22.03.281 IX.(a)(1)** (Impervious Cover for “O” office zoning):

- The maximum allowable base Impervious Cover for “O” office zoning is 30%, with a possible incentive of an additional 8% for providing an off-site public sewerage disposal system. This provides a total of the allowable **38%** impervious cover. **The layout and location of the proposed building and parking requires 58.6%** total impervious cover.

- **Variance to Section 22.03.252 (d) Buffer along Bee Cave Road and Capital of Texas Highway**

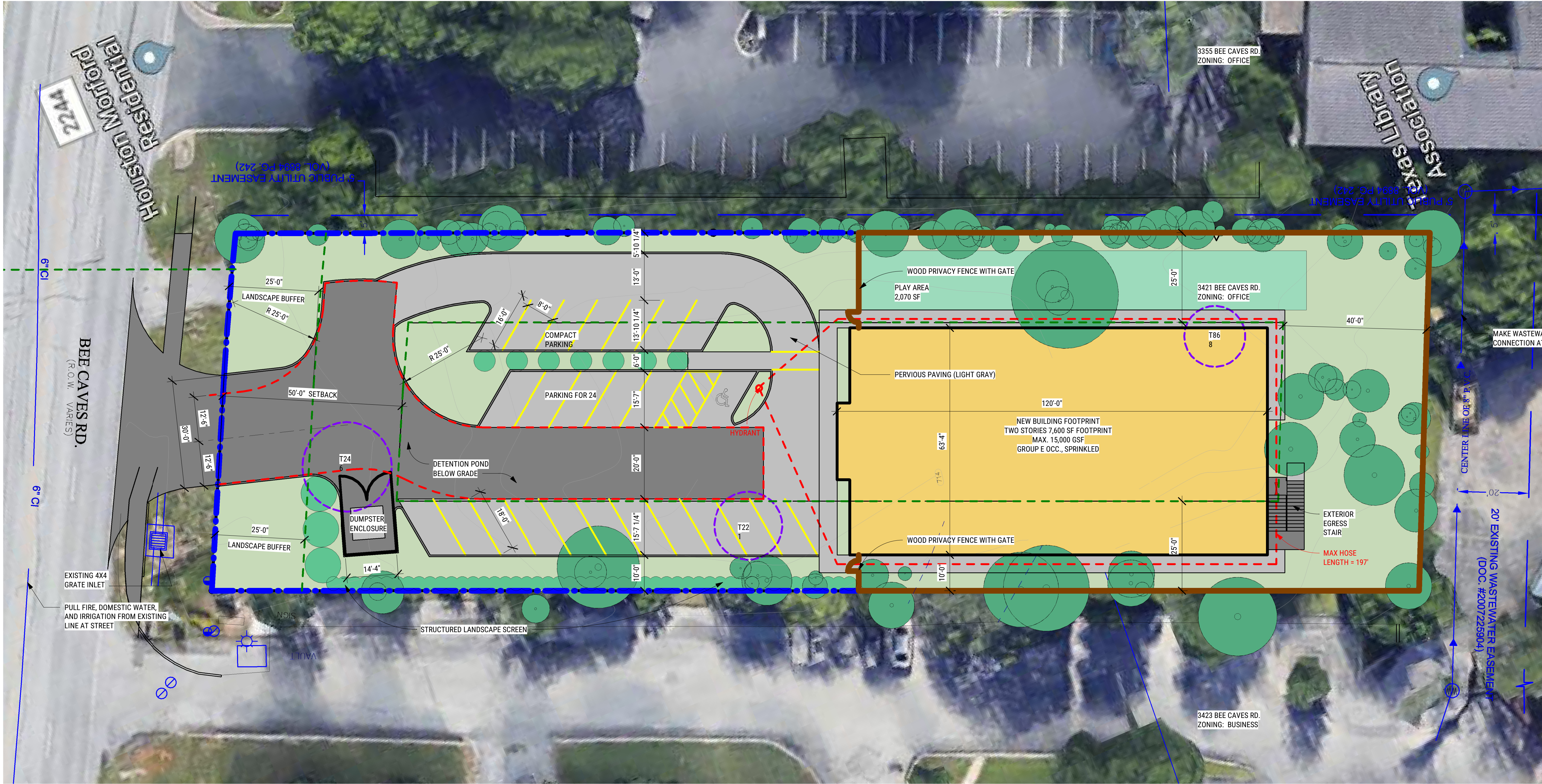
- **25 percent** of the lot must remain in its natural state with one-half of that area located between the buildings and Bee Cave Road and Capital of Texas Highway.

We need to add a driveway that accommodates the fire department requirements, and we will be connecting utilities through this area. We will leave about **17%** of the area between the building and Bee Cave Rd undeveloped and will add a landscaped buffer.

We trust that you will find this letter and accompanying materials acceptable for the intended purpose of approving the requested variances for the proposed project. Please do not hesitate to contact me should you have any questions or require additional information.

Respectfully submitted,

Clear Terra Group
Ramon Aguirre
Director of Operations



1 SITE PLAN
1/16" = 1'-0"

IMPERVIOUS COVER	
IMPERVIOUS DRIVES AND CURBS	5,053 SF
PERVIOUS PAVING (7,888 @ 75% =)	5,916 SF
PLAYGROUND (2,070 @ 50% =)	1,035 SF
BUILDING PAD	7,600 SF
TOTAL IMPERVIOUS (LOT SIZE 33,467 SF)	19,604 SF = 58.6%

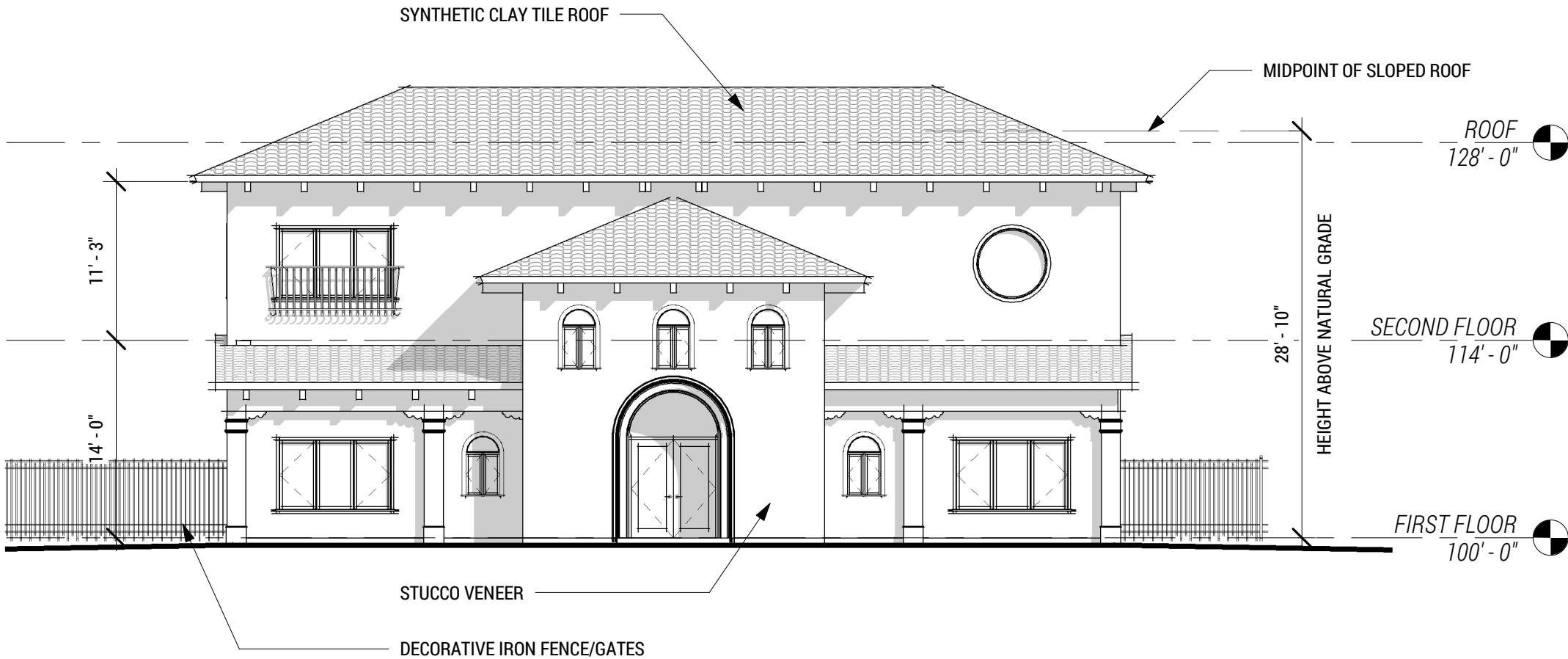
For Review Only.
Not for regulatory approval,
permit, or construction.
David Polkinghorn,
Registered Architect
Texas Registration #23473

YPW Spanish Immersion School
3421 Bee Caves Rd
Westlake Hills, TX 78746

Sheet Information	
Edition	SCHEMATIC DESIGN
Date	8/31/2023
Revisions	

SITE DIAGRAM

SD1



1 PRELIMINARY NORTHEAST ELEVATION
1" = 10'-0"

11/22/2023

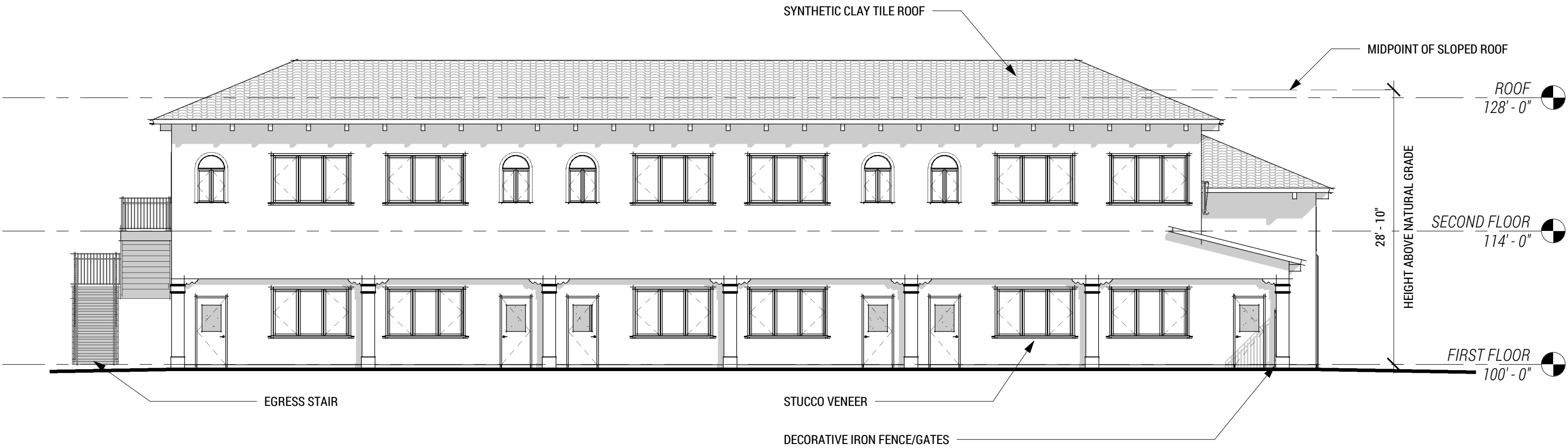
For Review Only.

Not for regulatory approval, permit, or construction.

David Polkinghorn, Registered Architect

Texas Registration #23474

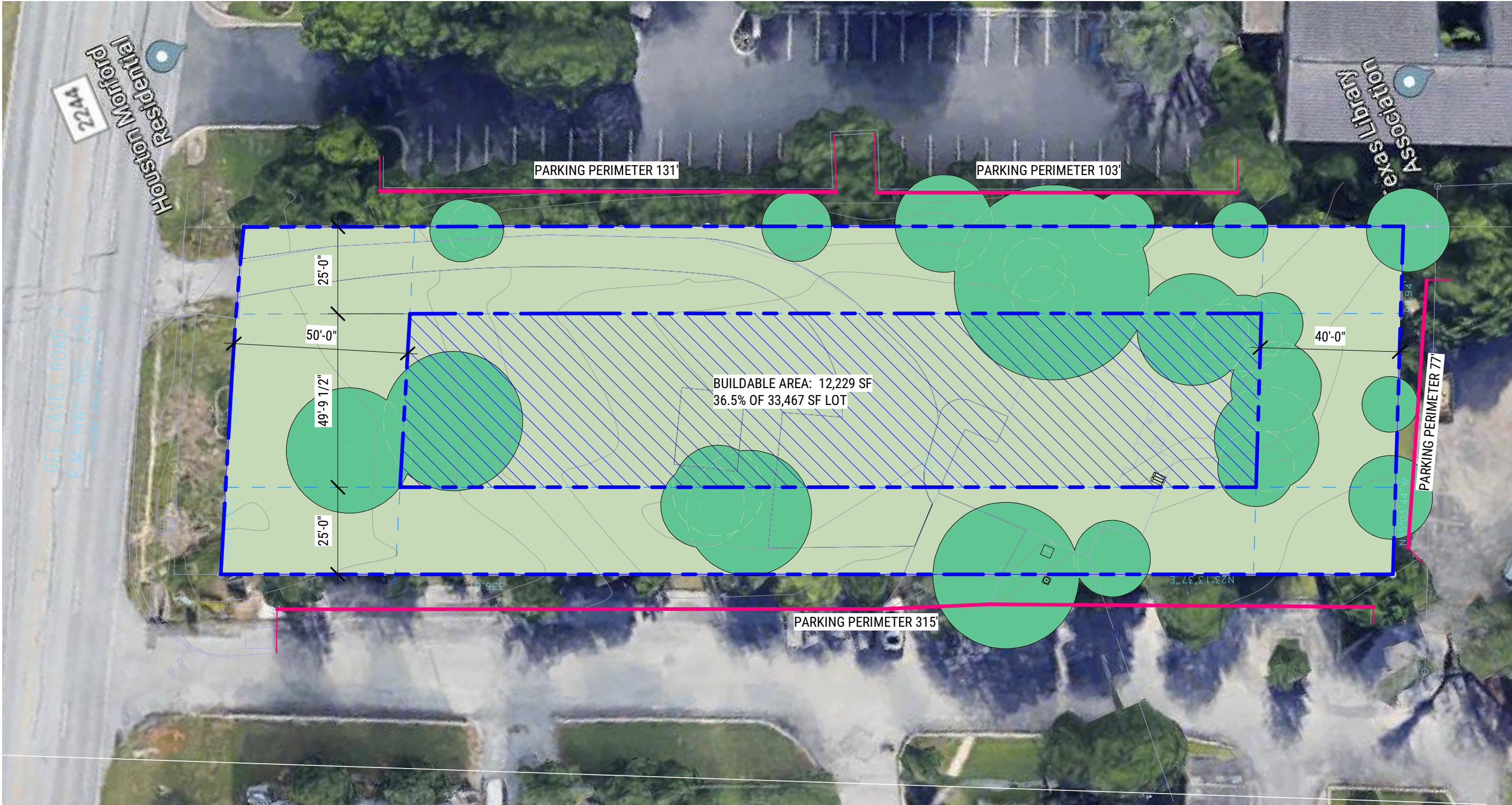
Page 7 of 17



1 PRELIMINARY SOUTHEAST ELEVATION

1" = 10'-0"

11/22/2023 8:49:47 PM



PROPERTY DESCRIPTION:

BEING A PORTION OF LOT 2A, FIRST RESUBDIVISION OF LOT 2, BRODIE KEENE SUBDIVISION, AN ADDITION TO TRAVIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76, PAGE 158, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE SOUTH CORNER OF SAID LOT 2A AND THE MOST SOUTHERLY EAST CORNER OF LOT 2B, BRODIE KEENE SUBDIVISION PHASE THREE, AN ADDITION TO TRAVIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 80, PAGE 265, SAID PLAT RECORDS, SAID IRON ROD BEING ON THE NORTHWEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO C. AUBREY SMITH, JR., AS RECORDED IN VOLUME 12843, PAGE 560, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS;

THENCE NORTH 63° 00' 00" WEST, A DISTANCE OF 100.00 FEET ALONG THE COMMON LINE OF SAID LOTS 2A AND 2B TO A 1/2-INCH IRON PIPE FOUND AT THE WEST CORNER OF SAID LOT 2A;

THENCE NORTH 25° 14' 00" EAST, A DISTANCE OF 336.44 FEET ALONG SAID COMMON LINE TO A 1/2-INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF BEE CAVES ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

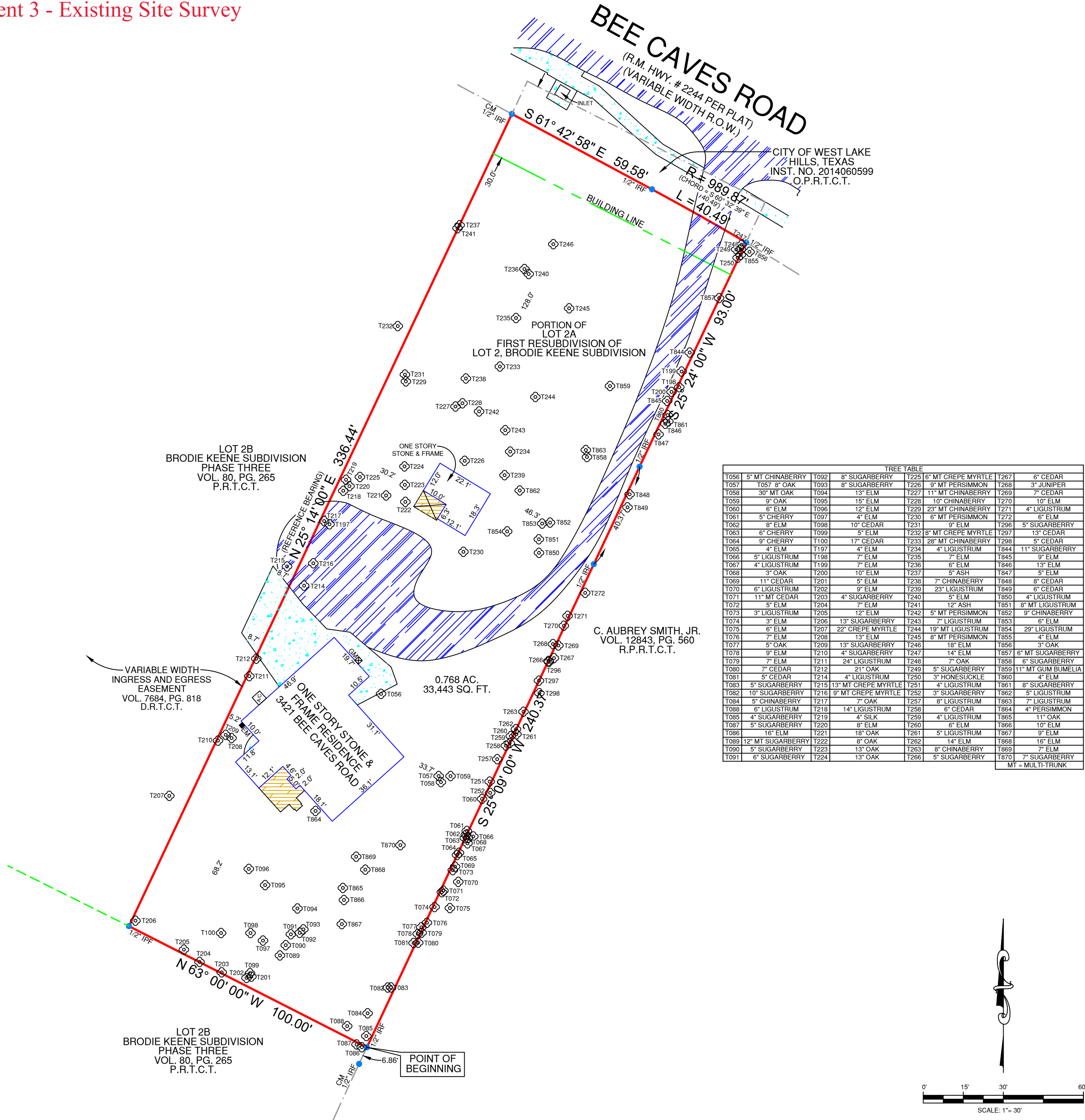
THENCE SOUTH 61° 42' 58" EAST, A DISTANCE OF 59.58 FEET ALONG SAID SOUTHWEST LINE TO A 1/2-INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 989.87 FEET;

THENCE ALONG SAID SOUTHWEST LINE AND SAID CURVE AN ARC DISTANCE OF 40.49 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 60° 32' 39" EAST - 40.49 FEET TO A 1/2-INCH IRON ROD FOUND ON THE COMMON LINE OF AFORESAID LOT 2A AND AFORESAID SMITH TRACT;

THENCE SOUTH 25° 24' 00" WEST, A DISTANCE OF 93.00 FEET ALONG SAID COMMON LINE TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 25° 09' 00" WEST, PASSING A 1/2-INCH IRON ROD FOUND AT A DISTANCE OF 40.37 FEET AND CONTINUING A TOTAL DISTANCE OF 240.37 FEET ALONG SAID COMMON LINE TO THE POINT OF BEGINNING AND CONTAINING 33,443 SQUARE FEET OR 0.768 OF ONE ACRE OF LAND.

Attachment 3 - Existing Site Survey



TREE TABLE											
T056	5' MT CHINABERRY	T092	8' SUGARBERRY	T225	6' MT CREPE MYRTLE	T267	6' CEDAR	T057	10' 8' OAK	T093	8' SUGARBERRY
T058	30' MT OAK	T094	13' ELM	T227	11' MT PERSIMMON	T268	3' JUNIPER	T059	9' OAK	T095	15' ELM
T059	9' OAK	T096	15' ELM	T228	10' CHINABERRY	T269	7' CEDAR	T060	6' ELM	T097	4' ELM
T061	5' CHERRY	T098	12' ELM	T229	23' MT CHINABERRY	T270	10' ELM	T062	8' ELM	T099	5' ELM
T062	8' ELM	T100	10' CEDAR	T230	6' MT PERSIMMON	T271	4' LIGUSTRUM	T063	6' CHERRY	T101	5' ELM
T063	6' CHERRY	T102	9' ELM	T231	9' ELM	T272	6' ELM	T064	9' CHERRY	T103	7' ELM
T064	9' CHERRY	T104	12' CEDAR	T232	8' MT CREPE MYRTLE	T273	5' SUGARBERRY	T065	4' ELM	T105	7' ELM
T065	4' ELM	T106	17' CEDAR	T233	28' MT CHINABERRY	T274	13' CEDAR	T066	5' LIGUSTRUM	T107	17' CEDAR
T066	5' LIGUSTRUM	T108	4' ELM	T234	4' LIGUSTRUM	T275	5' CEDAR	T067	4' LIGUSTRUM	T109	5' ELM
T067	4' LIGUSTRUM	T110	7' ELM	T235	7' ELM	T276	11' SUGARBERRY	T068	3' OAK	T111	12' ELM
T068	3' OAK	T112	13' ELM	T236	6' ELM	T277	8' CEDAR	T069	5' LIGUSTRUM	T113	13' ELM
T069	5' LIGUSTRUM	T114	14' ELM	T237	5' ELM	T278	9' CEDAR	T070	7' ELM	T115	24' LIGUSTRUM
T070	7' ELM	T116	21' OAK	T238	8' MT PERSIMMON	T279	6' SUGARBERRY	T071	11' MT CEDAR	T117	4' LIGUSTRUM
T071	11' MT CEDAR	T118	14' LIGUSTRUM	T239	18' ELM	T280	4' ELM	T072	4' ELM	T119	13' MT CREPE MYRTLE
T072	4' ELM	T120	4' SUGARBERRY	T240	19' MT LIGUSTRUM	T281	6' SUGARBERRY	T073	3' LIGUSTRUM	T121	7' OAK
T073	3' LIGUSTRUM	T122	21' OAK	T241	19' MT LIGUSTRUM	T282	5' LIGUSTRUM	T074	3' ELM	T123	13' OAK
T074	3' ELM	T124	12' ELM	T242	5' ELM	T283	6' ELM	T075	6' ELM	T125	8' OAK
T075	6' ELM	T126	22' CREPE MYRTLE	T243	7' LIGUSTRUM	T284	20' LIGUSTRUM	T076	7' ELM	T127	13' OAK
T076	7' ELM	T128	9' ELM	T244	19' MT LIGUSTRUM	T285	6' ELM	T077	5' OAK	T129	13' SUGARBERRY
T077	5' OAK	T130	13' SUGARBERRY	T245	8' MT PERSIMMON	T286	6' SUGARBERRY	T078	9' ELM	T131	7' ELM
T078	9' ELM	T132	4' SUGARBERRY	T246	18' ELM	T287	4' ELM	T079	7' ELM	T133	13' ELM
T079	7' ELM	T134	4' SUGARBERRY	T247	14' ELM	T288	4' ELM	T080	7' CEDAR	T135	24' LIGUSTRUM
T080	7' CEDAR	T136	12' OAK	T248	7' OAK	T289	6' SUGARBERRY	T081	5' CEDAR	T137	4' LIGUSTRUM
T081	5' CEDAR	T138	14' LIGUSTRUM	T249	5' SUGARBERRY	T290	4' ELM	T082	5' SUGARBERRY	T139	13' MT CREPE MYRTLE
T082	5' SUGARBERRY	T140	13' MT CREPE MYRTLE	T250	3' HONEYSUCKLE	T291	6' SUGARBERRY	T083	5' SUGARBERRY	T141	7' OAK
T083	5' SUGARBERRY	T142	9' MT CREPE MYRTLE	T251	4' LIGUSTRUM	T292	4' ELM	T084	5' CHINABERRY	T143	4' LIGUSTRUM
T084	5' CHINABERRY	T144	14' LIGUSTRUM	T252	3' SUGARBERRY	T293	6' SUGARBERRY	T085	6' LIGUSTRUM	T145	14' LIGUSTRUM
T085	6' LIGUSTRUM	T146	14' LIGUSTRUM	T253	8' LIGUSTRUM	T294	5' LIGUSTRUM	T086	4' SUGARBERRY	T147	4' SILK
T086	4' SUGARBERRY	T148	4' SILK	T254	8' LIGUSTRUM	T295	7' LIGUSTRUM	T087	5' SUGARBERRY	T149	4' SILK
T087	5' SUGARBERRY	T150	12' CEDAR	T255	14' ELM	T296	4' PERSIMMON	T088	16' ELM	T151	12' CEDAR
T088	16' ELM	T152	18' OAK	T256	14' ELM	T297	11' OAK	T089	12' MT SUGARBERRY	T153	8' OAK
T089	12' MT SUGARBERRY	T154	8' OAK	T257	15' LIGUSTRUM	T298	16' ELM	T090	5' SUGARBERRY	T155	13' OAK
T090	5' SUGARBERRY	T156	13' OAK	T258	6' CHINABERRY	T299	9' ELM	T091	6' SUGARBERRY	T157	13' OAK
T091	6' SUGARBERRY	T158	13' OAK	T259	5' SUGARBERRY	T300	7' SUGARBERRY				
										</	

Sheet Information				
Edition	SCHEMATIC DESIGN			
Date	8/31/2023			
Revisions				

TREE STUDY



1 TREE STUDY
1/16" = 1'-0"

TREE SCHEDULE - EXISTING					PHASE DEMOLISHED
#	DIA.	TYPE	COMMENTS		
T056	5 in	MT CHINABERRY	INVASIVE		New Construction
T057	8 in	OAK			None
T058	30 in	MT OAK			None
T059	9 in	OAK			None
T060	6 in	ELM			None
T061	5 in	CHERRY			None
T062	8 in	ELM			None
T063	6 in	CHERRY			None
T064	9 in	CHERRY	OFF SITE		None
T065	4 in	ELM			None
T066	5 in	LIGUSTRUM	OFF SITE		None
T067	4 in	LIGUSTRUM	OFF SITE		None
T068	3 in	OAK	OFF SITE		None
T069	11 in	CEDAR	OFF SITE		None
T070	6 in	LIGUSTRUM	OFF SITE		None
T071	11 in	MT CEDAR	OFF SITE		None
T072	5 in	ELM	OFF SITE		None
T073	3 in	LIGUSTRUM	OFF SITE		None
T074	3 in	ELM	OFF SITE		None
T075	6 in	ELM	OFF SITE		None
T076	7 in	ELM	OFF SITE		None
T077	5 in	OAK			None
T078	9 in	ELM			None
T079	7 in	ELM	OFF SITE		None
T080	7 in	CEDAR	OFF SITE		None
T081	5 in	CEDAR			None
T082	10 in	SUGARBERRY			None
T083	5 in	SUGARBERRY			None
T084	5 in	CHINABERRY			None
T085	4 in	SUGARBERRY			None
T086	16 in	ELM	OFF SITE		None
T087	5 in	SUGARBERRY	OFF SITE		None
T088	6 in	LIGUSTRUM	INVASIVE		None
T089	12 in	MT SUGARBERRY			None
T090	5 in	SUGARBERRY			None
T091	6 in	SUGARBERRY			None
T092	8 in	SUGARBERRY			None
T093	8 in	SUGARBERRY			None
T094	13 in	ELM			None
T095	15 in	ELM	VARIANCE		None

TREE SCHEDULE - EXISTING					PHASE DEMOLISHED
#	DIA.	TYPE	COMMENTS		
T096	12 in	ELM			New Construction
T097	4 in	ELM			None
T098	10 in	CEDAR			None
T099	5 in	ELM			None
T100	17 in	CEDAR			None
T197	4 in	ELM			None
T198	7 in	ELM			None
T199	7 in	ELM			None
T200	10 in	ELM			None
T201	5 in	ELM			None
T202	9 in	ELM			None
T203	4 in	SUGARBERRY			None
T204	7 in	ELM			None
T205	12 in	ELM			None
T206	13 in	SUGARBERRY			None
T207	22 in	CREPE MYRTLE	OFF SITE		None
T208	13 in	ELM			None
T209	13 in	SUGARBERRY			None
T210	4 in	SUGARBERRY			None
T211	24 in	LIGUSTRUM	INVASIVE		None
T212	21 in	OAK			None
T214	4 in	LIGUSTRUM	INVASIVE		None
T215	13 in	MT CREPE MYRTLE	OFF SITE		None
T216	9 in	MT CREPE MYRTLE			None
T217	7 in	OAK			None
T218	14 in	LIGUSTRUM	INVASIVE		None
T219	4 in	SILK			None
T220	8 in	ELM			None
T221	18 in	OAK	VARIANCE		New Construction
T222	8 in	OAK			New Construction
T223	13 in	OAK			New Construction
T224	13 in	OAK			New Construction
T225	6 in	MT CREPE MYRTLE			None
T226	9 in	MT PERSIMMON			New Construction
T227	11 in	MT CHINABERRY	INVASIVE		New Construction
T228	10 in	CHINABERRY	INVASIVE		New Construction
T229	23 in	MT CHINABERRY	INVASIVE		None
T230	6 in	MT PERSIMMON			New Construction
T231	9 in	ELM			None
T232	8 in	MT CREPE MYRTLE	OFF SITE		None

TREE SCHEDULE - EXISTING					PHASE DEMOLISHED
#	DIA.	TYPE	COMMENTS		
T233	28 in	MT CHINABERRY	INVASIVE		New Construction
T234	4 in	LIGUSTRUM	INVASIVE		New Construction
T235	7 in	ELM			New Construction
T236	6 in	ELM			New Construction
T237	5 in	ASH	OFF SITE		None
T238	7 in	CHINABERRY	INVASIVE		New Construction
T239	23 in	LIGUSTRUM	INVASIVE		New Construction
T240	5 in	ELM			New Construction
T241	12 in	ASH	OFF SITE		None
T242	5 in	MT PERSIMMON			New Construction
T243	7 in	LIGUSTRUM	INVASIVE		New Construction
T244	14 in	MT LIGUSTRUM	MR. SANCHEZ UPDATE		New Construction
T245	8 in	MT PERSIMMON			New Construction
T246	24 in	ELM	VARIANCE		New Construction
T247	14 in	ELM			None
T248	7 in	OAK			None
T249	5 in	SUGARBERRY			None
T250	3 in	HONEYSUCKLE			None
T251	4 in	LIGUSTRUM	INVASIVE		None
T252	3 in	SUGARBERRY	OFF SITE		None
T257	8 in	LIGUSTRUM	INVASIVE		None
T258	6 in	CEDAR			None
T259	4 in	LIGUSTRUM	INVASIVE		None
T260	6 in	ELM			None
T261	5 in	LIGUSTRUM	OFF SITE		None
T262	14 in	ELM			None
T263	8 in	CHINABERRY	INVASIVE		None
T266	5 in	SUGARBERRY			None
T267	6 in	CEDAR	OFF SITE		None
T268	3 in	JUNIPER			None
T269	7 in	ELM	OFF SITE		None
T270	10 in	ELM			None
T271	4 in	LIGUSTRUM	INVASIVE		None
T272	6 in	ELM	OFF SITE		None
T296	5 in	SUGARBERRY	OFF SITE		None
T297	13 in	CEDAR			None
T298	5 in	CEDAR	OFF SITE		None
T844	11 in	SUGARBERRY			None
T845	9 in	ELM			None
T846	13 in	ELM	OFF SITE		None

TREE SCHEDULE - EXISTING					PHASE DEMOLISHED
#	DIA.	TYPE	COMMENTS		
T847	5 in	ELM	OFF SITE		None
T848	8 in	CEDAR	OFF SITE		None
T849	6 in	CEDAR	OFF SITE		None
T850	4 in	LIGUSTRUM	INVASIVE		New Construction
T851	8 in	MT LIGUSTRUM	INVASIVE		New Construction
T852	9 in	CHINABERRY	INVASIVE		New Construction
T853	6 in	ELM			New Construction
T854	29 in	LIGUSTRUM	INVASIVE		New Construction
T855	4 in	ELM			None
T856	3 in	OAK	OFF SITE		None
T857	6 in	MT SUGARBERRY			None
T858	6 in	SUGARBERRY			New Construction
T859	11 in	MT GUM BUMELIA			New Construction
T860	4 in	ELM	OFF SITE		None
T861	8 in	SUGARBERRY	OFF SITE		None
T862	5 in	LIGUSTRUM	INVASIVE		New Construction
T863	7 in	LIGUSTRUM	INVASIVE		New Construction
T864	4 in	PERSIMMON			New Construction
T865	11 in	OAK			New Construction
T866	10 in	ELM			New Construction
T867	9 in	ELM			New Construction
T868	16 in	ELM	VARIANCE		New Construction
T869	7 in	ELM			New Construction
T870	7 in	SUGARBERRY			New Construction
144					

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO BE REMOVED REQUIRING VARIANCE

TREE LEGEND
1/16" = 1'-0"

TREE VARIANCE SCHEDULE					PHASE DEMOLISHED
#	DIA.	TYPE	COMMENTS		
T221	18 in	OAK	VARIANCE		New Construction
T246	24 in	ELM	VARIANCE		New Construction
T868	16 in	ELM	VARIANCE		New Construction
3					



November 8, 2023

**YPW Spanish Immersion School
3640 Bee Caves Rd
West Lake Hills, TX 78746**

Attn: Monica Moreno, YPW General Director

Subject: Request for parking spot access during YPW school hours

Dear Monica,

Thank you for your request for the use of parking on our campus at Shepherd of the Hills Lutheran Church ("Shephills"). Shephills is pleased to offer as part of our ministry support of education the use of parking under the following conditions:

1. YPW may only use the Shephills parking spaces located in the rear south area up to a maximum of 30 spots at any given time;
2. Shephills parking spaces would be available Monday through Friday, 7AM to 6PM;
3. No YPW vehicle may be left overnight or abandoned in place due to safety reasons. Shephills reserves the right to remove any vehicle improperly parked whether by location or time at YPW or owner's expense;
4. Shephills may preempt the parking spaces as required by Shephills for special occasions (such as church services or special events);
5. The Shephills parking spaces are available subject to regulatory authority requirements;
6. Shephills intends on making such parking spaces herein on an ongoing basis to YPW but may revoke the use of these parking spaces at any time in its sole discretion;
7. YPW agrees to hold harmless and indemnify ShepHills for any loss, claim or otherwise for any loss or damage to YPW or vehicle owner's property or individuals when such parking spaces are in use by YPW.
8. YPW's users will use its best efforts to convey safe driving practices when parking or entering or leaving Shephills campus.

Thank you for partnering with Shephills. Please contact me if there are any questions.

Prayerfully yours,

Bill Dawson

Executive Director, Shepherd of the Hills Lutheran Church



Nov. 27, 2023

The City Council of West Lake Hills
911 Westlake Dr.
West Lake Hills, TX 78746

Dear Council Members:

This letter supports approval of a Planned Development District (PDD) for the Young Peoples Workshop (YPW) Spanish Immersion School, so the school can build and relocate to a new campus at 3421 Bee Caves Rd. in West Lake Hills. Our support for this project is conditional on YPW's expressed commitment to not pursue creating a K-5 charter or private school at this location.

With its current focus on pre-school and after-school programs, the YPW Spanish Immersion School is an asset to the Eanes community because it complements – *and does not compete with* – the traditional K-5 curriculum and format provided by Eanes ISD.

Many YPW graduating students enroll in our K-5 "Futuro" Spanish immersion program. This synergy has the potential to grow once YPW relocates to an expanded campus that can accommodate more students for pre-school and after-school programming

We are pleased with YPW Spanish Immersion School's proposed plans and the opportunity to partner with its programs to benefit the students of Eanes ISD whose families desire a multilingual education for their children.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Jeff Arnett'.

Jeff Arnett, Ed.D.
Superintendent of Schools



City Council of the City of West Lake Hills, TX 911
911 Westlake Dr.
West Lake Hills, TX 78746

To Whom It May Concern:

We would like to express our support for the approval of the site development plan for Young Peoples Workshops (YPW) Spanish Immersion School, so they can build and relocate to a new school campus at 3421 Bee Caves Rd. in West Lake Hills, TX.

YPW Spanish Immersion School is a member of the Westlake Chamber of Commerce and has been a member of the Westlake Hills community since 2005 providing preschool services to residents and families who work in Westlake. They have been a unique partner with the Eanes Independent School, readying their students for the Spanish Immersion programs that are offered on EISD elementary school campuses.

We are excited for the building of a new preschool campus in our community and hope their development plans meet with your approval.

Sincerely,

A handwritten signature in blue ink that reads "Cathy Hoover". The signature is fluid and cursive, with the first name "Cathy" and last name "Hoover" clearly distinguishable.

Cathy Hoover
Executive Director,
Westlake Chamber of Commerce

November 1st, 2023

Hill Country Specialists
701 S Lamar Blvd Suite C
Austin, TX 78704

RE: 3421 Bee Cave Rd new building project for YPW Spanish Immersion Pre-School relocation.

West Lake Hills Zoning and Planning Commission, City Council:

As the Owner of the property at 3423 Bee Caves Rd that is adjacent to this address, I am writing in support of the proposed development at 3421 Bee Caves Road. I believe that this preschool building will be additive to the West Lake Hills community and complementary to surrounding businesses.

3421 Bee Caves is in the commercial corridor of desirable Westlake Hills. The proposed project will be a new modern preschool building that will replace the existing old house and shed.

The back of the property will be left undeveloped and in its natural state, where a good number of trees and vegetation screen it from the businesses behind it.

In conclusion, I believe this project will enhance the commercial corridor of the City and has my full support.

Thank you for your consideration.



Daryl Kunik
Manager

Rodgers & Reichle, Inc.

1112 West 9th Street
Austin, TX 78703
(512) 328-6161

November 28, 2023

Zoning and Planning Commission
City Council
City of West Lake Hills
911 Westlake Drive
West Lake Hills, Texas 78746

RE: 3421 Bee Cave Rd new building project for YPW Spanish Immersion Pre-School

Dear Zoning and Planning Commission, City Council:

Thirty years ago, I purchased the Bee Cave Center at 3425 Bee Cave Road with my business partner, Kevin Reichle. Over the years, we've always had cordial, cooperative and harmonious relations with the property owners at 3421 Bee Caves Road. As their immediate neighbor, the Bee Cave Center would be the most affected from the proposed preschool building at 3421 Bee Cave Road. We fully support the project.

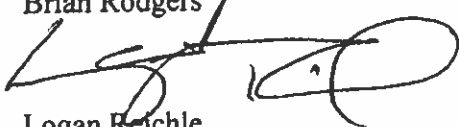
We believe in supporting local businesses and local owners. This seems to us to be the exact kind of improvement we would want to see on Bee Cave Road, the commercial corridor of Westlake Hills. The proposed use is something that is needed in a growing community with our demographics.

This project has our full support. We hope you vote in its favor.

Sincerely,

Bee Cave Center LLC


Brian Rodgers


Logan Reichle



PO BOX 160775
Austin TX 78716-0775

December 4, 2023

**Re: Storm Water Management Discussion for the proposed development of:
3421 Bee Cave Road
West Lake Hills, TX 78746**

Please see the attached drainage report for more details on Storm Water management.

DISCUSSION:

The project post-development drainage area map (see drainage report) depicts four (4) drainage areas located on-site, PR-A, BYP-A, PR-B, and PR-C. Drainage area PR-A will be comprised of the majority of improvements associated with this development, and the runoff generated from this area will be routed to the TCEQ approved 8'x6' Contech Jellyfish Filter $\pm 5'$ below grade and then to an $\pm 130' \times 48'$ underground detention facility $\pm 5'$ below grade by a series of on-site inlets and storm sewer Pipes.

Both of the below grade systems (Jellyfish Filter and underground detention facility) will be placed outside the 25-foot frontage right-of-way along Bee Cave Rd.



Southwest Engineers

Civil | Environmental | Land Development

ENGINEERING REPORT

FOR

3421 BEE CAVES ROAD
YPW SPANISH IMMERSION SCHOOL
WEST LAKE HILLS, TX 78746

Prepared For:

CLEAR TERRA GROUP, LLC
3305 HICKORY CREEK COVE
AUSTIN, TEXAS 78735

Prepared By:

SOUTHWEST ENGINEERS, INC

205 CIMARRON PARK LOOP, SUITE B
BUDA, TX 78610

P: 512.312.4336 | F: 830.672.2034

www.swengineers.com | TBPE NO. F-1909

HS/LG/LS

NOVEMBER 2023

SWE Project #: 0906-003-22



11/17/2023

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EXHIBITS

- A. LOCATION MAP
- B. FEMA FLOOD INSURANCE RATE MAP (FIRM - PANEL #48453C0605K)
- C. DRAINAGE PLAN
- D. NRCS SOIL SURVEY

Engineering Report for 3421 BEE CAVES ROAD

INTRODUCTION

This report, calculations, and preliminary drainage plan are submitted in support of the proposed development for the property located at 3421 Bee Cave Road (RM 2244), in the City of West Lake Hills (COWLH). The purpose of this report is to summarize the methodologies used to analyze the existing and proposed runoff from the site. The proposed development will comply with the regulations set in place by the COWLH in regards to stormwater management per the proposed drainage plan and design. As required by the COWLH, runoff will be collected, detained, and then released in a manner that is equal to or less than what is currently considered existing conditions. Additionally, any runoff generated by the proposed improvements will first be treated by water quality control measures according to the Texas Commission on Environmental Quality (TCEQ) requirements before being detained.

The property is a ± 0.77 acre tract located at 3421 Bee Caves Road in the Full Purposed Jurisdiction of the COWLH, in Travis County, Texas, and is currently comprised of two vacant one-story buildings with associated driveway and parking area. The proposed development consists of a $\pm 7,600$ square-foot (sf) new school building with surface parking, associated drop-off area, as well as corresponding driveway and utilities. Please refer to Location Map in **Exhibit A**.

Access to the development will be provided through Bee Caves Road, in a similar fashion to what currently exists, with a single driveway located on the northeast side of the property. The site is located within the Sanderling Trail Service Area of the COWLH's Wastewater Collection System, and service is to be provided via an existing 8" Polyvinyl Chloride (PVC) gravity fed wastewater main located along the rear of the property. Water supply is to be provided by Travis County Water District 10 via an existing 6" Cast Iron (CI) main located within the Bee Caves Road R.O.W.

FLOODPLAIN

No portion of the site is located within a mapped FEMA Floodplain according to the FEMA Map Panel No. 48453C0445K, effective January 22, 2020. Please refer to the FEMA FIRMETTE in **Exhibit B**.

WATERSHED AND EDWARDS AQUIFER

The property lies within the Eanes Creek watershed, which is classified as a Suburban Watershed. Per the City of Austin GIS information, the site does lie within the Edwards Aquifer Recharge Zone. As such, a Water Pollution Abatement Plan (WPAP) must be submitted and reviewed by TCEQ prior to construction of the proposed improvements.

IMPERVIOUS COVER

The property is currently zoned as Office (O) based on the Official Zoning Map of the COWLH. The zoning designation of this property allows for 30% impervious cover, according to the schedule of regulations described in Section 22.03.281(b)(IX) of the COWLH Code of Ordinances. Also stated in Section 22.03.281(b)(IX), are impervious cover incentives to increase the maximum allowable impervious coverage to 65%, which will be requested. The total amount of on-site impervious cover proposed with this development is approximately $\pm 20,080$ sf, or $\pm 60\%$. Please note the drop-off loop, sidewalks, and parking areas all use pervious pavers, which allows for a 25% impervious area reduction per Section 1.01.003(2) of the COWLH Code of Ordinances.

TOPOGRAPHY

Topographic information for the site was obtained from Crichton and Associates, Inc. by a survey performed on October 11, 2019. The site generally drains away to the north and south directions from a centrally located high point via overland sheet flow, with the northern half being conveyed toward the Bee Caves Road Right-of-Way (ROW), and the southern half draining towards the property's rear boundary, as seen on the Drainage Plan (*Exhibit C*).

DRAINAGE ANALYSIS

Under existing conditions, the project pre-development drainage area map consists of three (3) on-site drainage areas, EX-A, EX-B, and EX-C. Additionally, an off-site drainage area conveying runoff toward the northwestern property boundary has been identified and listed at OS-A. Runoff from drainage areas EX-A and OS-A converge and are ultimately calculated together at the Point-of-Analysis A (POA-A), which then is captured by an existing Texas Department of Transportation (TxDOT) 4'x4' grate inlet, and furthermore conveyed via a 24" storm sewer main located within the Bee Caves Road ROW. Drainage area EX-B drains off-site in a northeast fashion, with runoff directed to the Bee Caves Road ROW as well, and calculated at POA-B, and ultimately collected by another TxDOT 4'x4' grate inlet located downstream of the property to the east. Runoff originating from drainage area EX-C flows downhill towards the southern property line and is calculated at POA-C, which eventually drains to a downstream storm water detention facility, located to the southwest, that serves the surrounding area.

In proposed conditions, the project post-development drainage area map depicts four (4) drainage areas located on-site, PR-A, BYP-A, PR-B, and PR-C. Drainage area PR-A will be comprised of the majority of improvements associated with this development, and the runoff generated from this area will be routed to the TCEQ approved 8'x6' Contech Jellyfish Filter $\pm 5'$ below grade and then to an $\pm 130'$ x48' underground detention facility $\pm 5'$ below grade by a series of on-site inlets and storm sewer pipes. After treatment and detention, runoff will be released into the Bee Caves Road ROW and captured by the existing TxDOT 4'x4' grate inlet, along with the runoff produced from drainage areas OS-A and BYP-A, which bypasses the proposed water quality and detention controls. POA-A in proposed conditions consists of the runoff from drainage areas OS-A and BYP-A, and the controlled discharge of the detention facility belonging to drainage area PR-A. Drainage area PR-C consists of less area than present in existing conditions (EX-C) and has some proposed development, with runoff draining at a rate less than existing conditions. Calculations for this area are taken at POA-C. Drainage area PR-B consists of less area than present in existing conditions (EX-B), with runoff flowing off-site, uncontrolled via sheet flow at a rate less than existing conditions. Calculations for this area are taken at POA-B. All runoff for off-site flows (OS-A) will remain unchanged from existing conditions after the site related improvements proposed with this project. The use and design of temporary and possible permanent erosion control measures, in accordance with the COWLH Drainage and Erosion Control Design Manual (DECDM), will achieve sheet flow conditions for any bypassing off-site flows.

Development runoff calculations, based on peak flow rates equal to the 2-yr, 10-yr, 25-yr, and 100-yr frequency storm events (based on NOAA Atlas 14 rainfall data for the City of West Lake Hills), and defined by the COWLH DECDM, are shown in existing and proposed conditions on the Drainage Area Maps in **Exhibit C**. Drainage analysis has been completed using Bentley PondPack (V10.02.00.01) Software. The *Urban Hydrology for Small Watersheds Technical Release 55*, was used to determine the CN and Tc values for each drainage area. The CN values used for existing and proposed conditions were based on the hydrologic soil group rating from the SCS Soils Conservation Survey for Travis County, Texas and existing and proposed impervious cover. According to the survey, the soils within the drainage areas predominately have a hydrologic soil group rating D, as seen in **Exhibit D**.

A final detention pond design, using the SCS/NRCS Routing Methodology, will be required to show all release flow rates for proposed conditions to be less than flows in existing conditions.

EXISTING TIME OF CONCENTRATION																				
DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				SHALLOW CONCENTRATED FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)
	SLOPE (FT/FT)	L FT	n	Tc Sheet (MIN.)	SLOPE (FT/FT)	L FT	Paved? Yor N	Tc Shallow (MIN.)	SLOPE (FT/FT)	L FT	Paved? Yor N	Tc Shallow (MIN.)	SLOPE (FT/FT)	L FT	Paved? Yor N	Tc Shallow (MIN.)	Vavg (FT/S)	L	Tc Channel (MIN.)	
EX-A	0.040	100	0.24	9.5	0.037	84	N	0.5	0.000	0	N	0.0	0.000	0	N	0.0	4.0	0	0.0	10.0
EX-B	0.018	100	0.24	13.0	0.007	70	N	0.8	0.041	50	Y	0.2	0.043	46	N	0.2	4.0	0	0.0	14.3
EX-C	0.032	100	0.24	10.4	0.049	59	N	0.3	0.000	0	N	0.0	0.000	0	N	0.0	4.0	0	0.0	10.7
OS-A	0.050	100	0.013	0.8	0.068	162	Y	0.5	0.000	0	N	0.0	0.000	0	N	0.0	4.0	0	0.0	10.0

PROPOSED TIME OF CONCENTRATION												
DRAINAGE AREA	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)
	SLOPE (FT/FT)	L FT	n	Tc Sheet (MIN.)	SLOPE (FT/FT)	L FT	Paved? Y or N	Tc Shallow (MIN.)	Vavg (FT/S)	L	Tc Channel (MIN.)	
PR-A	0.040	10	0.013	0.1	0.030	182	Y	0.9	4.0	35	0.1	10.0
BYP-A	0.051	100	0.24	8.6	0.021	51	N	0.4	4.0	0	0.0	10.0
PR-B	0.017	100	0.24	13.4	0.035	122	N	0.7	4.0	0	0.0	14.1
PR-C	0.030	100	0.013	1.0	0.203	15	N	0.0	4.0	0	0.0	10.0
OS-A	0.050	100	0.013	0.8	0.068	162	Y	0.5	4.0	0.0	0.0	10.0

EXISTING HYDROLOGIC SUMMARY TABLE (SCS METHOD)					
AREA NAME	EX-A	OS-A	EX-A + OS-A (POA-A)	EX-B (POA-B)	EX-C (POA-C)
Drainage Area (ac.)	0.22	0.28	---	0.20	0.35
CN #	81	95	---	84	86
% Impervious	4.32%	82.18%	---	19.82%	35.90%
Tc (min)	10.0	10.0	---	14.3	10.7
2 year Discharge (cfs)	0.66	1.27	1.93	0.59	1.24
10 year Discharge (cfs)	1.23	1.97	3.20	1.06	2.16
25 year Discharge (cfs)	1.61	2.44	4.05	1.37	2.76
100 year Discharge (cfs)	2.24	3.19	5.42	1.87	3.73

PROPOSED HYDROLOGIC SUMMARY TABLE (SCS METHOD)						
AREA NAME	PR-A (DETENTION PROVIDED)	BYP-A	OS-A	PR-A + BYP-A + OS-A (POA-A)	PR-B (POA-B)	PR-C (POA-C)
Drainage Area (ac.)	0.52	0.04	0.28	---	0.07	0.24
CN #	97	80	95	---	80	88
% Impervious	93.13%	0.00%	82.18%	---	0.00%	0.00%
Tc (min)	10.0	10.0	10.0	---	14.1	10.0
2 year Discharge (cfs)	2.38	0.11	1.27	1.61	0.18	0.41
10 year Discharge (cfs)	3.64	0.21	1.97	2.59	0.34	0.78
25 year Discharge (cfs)	4.47	0.27	2.44	3.24	0.45	1.03
100 year Discharge (cfs)	5.83	0.38	3.19	4.29	0.63	1.44

HYDROLOGIC & DETENTION SUMMARY TABLE					
A (DETENTION PROVIDED)					
AREA NAME	PR-A (TO POND)	DETENTION POND (WSE)	DETENTION POND RELEASE	POND RELEASE + BYP-A + OS-A (PR POA-A)	EX-A + OS-A (EX POA-A)
Drainage Area (ac.)	0.52	---	---	---	---
CN #	97	---	---	---	---
% Impervious	93.13%	---	---	---	---
Tc (min)	10.0	---	---	---	---
2 year	2.38 cfs	706.59 (msl)	0.63 cfs	1.61 cfs	1.93 cfs
10 year	3.64 cfs	707.45 (msl)	1.35 cfs	2.59 cfs	3.20 cfs
25 year	4.47 cfs	708.04 (msl)	1.66 cfs	3.24 cfs	4.05 cfs
100 year	5.83 cfs	709.30 (msl)	2.00 cfs	4.29 cfs	5.42 cfs

EXHIBIT A
LOCATION MAP



Southwest Engineers



Civil
Environmental
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205 Cimarron Park Lp.
Suite B
Buda, Texas 78610
(512) 312-4336

LOCATION MAP

**SPANISH IMMERSION SCHOOL
3421 BEE CAVES ROAD
WEST LAKE HILLS, TX 78746**

Date: 10/11/2023
File: Exhibit
Scale: N.T.S.
Tech: H S
Project No.: 0906-003-22

EXHIBIT B

**FEMA FLOOD INSURANCE RATE MAP
(FIRMETTE – PANEL #48453C0605K)**

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes, Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN	Area of Minimal Flood Hazard Zone X
		Effective LOMRs
OTHER AREAS		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	— — — —	Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES	 <u>20.2</u> <u>17.5</u>	Cross Sections with 1% Annual Chance Water Surface Elevation
	8 — — —	Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
	— — — —	Coastal Transect Baseline
	- - - -	Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped
		

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

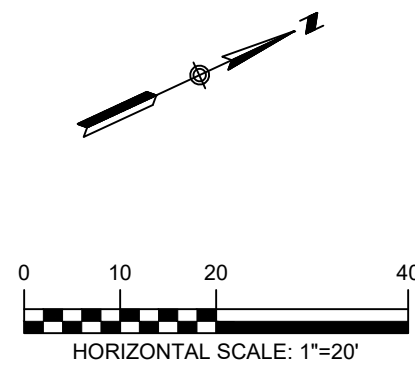
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **11/16/2021 at 11:27 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

EXHIBIT C
DRAINAGE PLANS

C:\CompanyData\Clients\0906 - Bee Caves Office\CAD [com]\Sheets\0906-003.DWG.dwg -- Layout: "EX DA MAP" -- Fri, Nov 17, 2023, 1:54pm, By: rathen@lpj

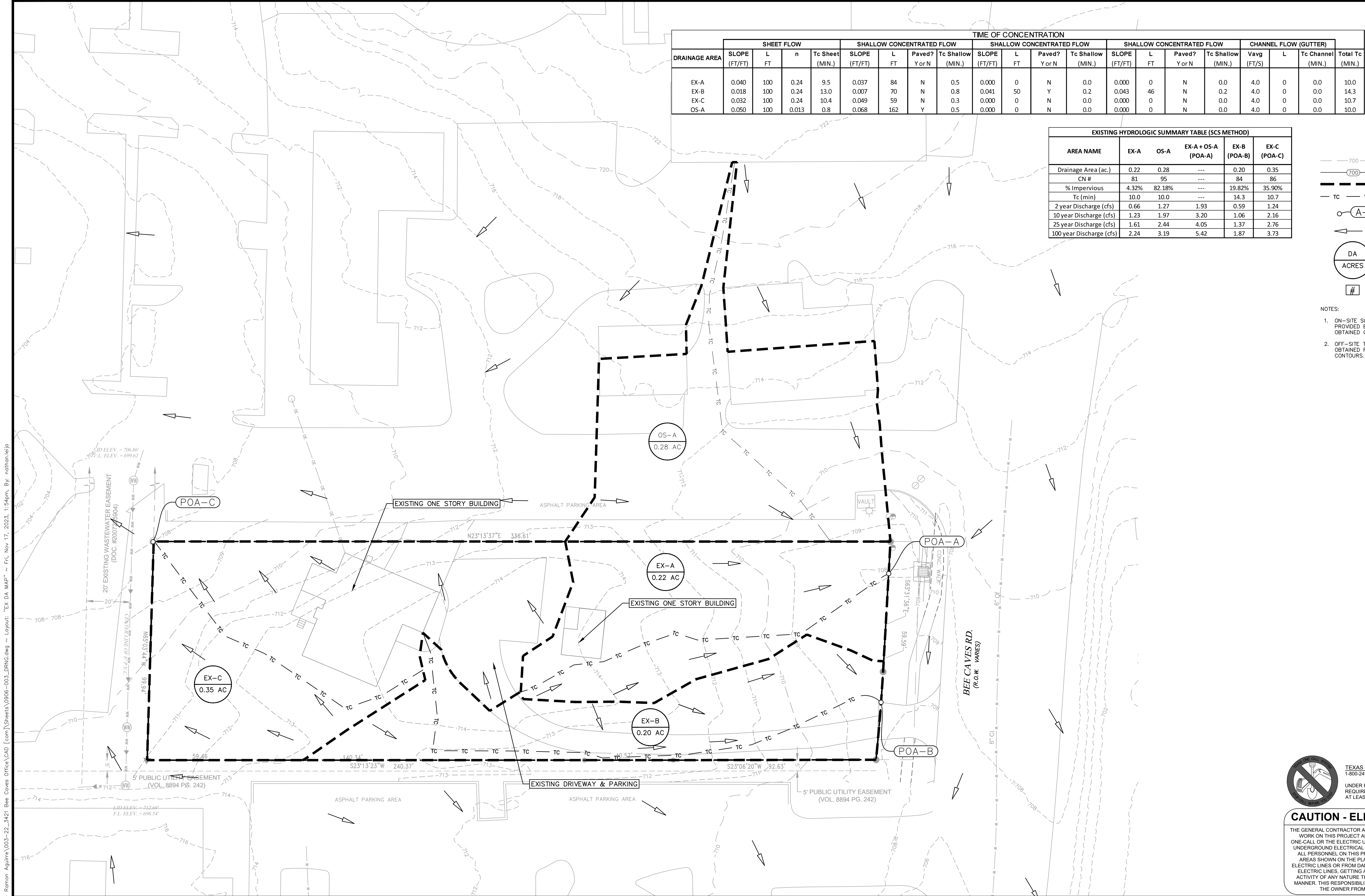
DRAINAGE AREA	TIME OF CONCENTRATION																			
	SHEET FLOW				SHALLOW CONCENTRATED FLOW				SHALLOW CONCENTRATED FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			
	SLOPE (FT/FT)	L FT	n	Tc Sheet (MIN.)	SLOPE (FT/FT)	L FT	Paved? Y or N	Tc Shallow (MIN.)	SLOPE (FT/FT)	L FT	Paved? Y or N	Tc Shallow (MIN.)	SLOPE (FT/FT)	L FT	Paved? Y or N	Tc Shallow (MIN.)	Vavg (FT/S)	L	Tc Channel (MIN.)	Total Tc (MIN.)
EX-A	0.040	100	0.24	9.5	0.037	84	N	0.5	0.000	0	N	0.0	0.000	0	N	0.0	4.0	0	0.0	10.0
EX-B	0.018	100	0.24	13.0	0.007	70	N	0.8	0.041	50	Y	0.2	0.043	46	N	0.2	4.0	0	0.0	14.3
EX-C	0.032	100	0.24	10.4	0.049	59	N	0.3	0.000	0	N	0.0	0.000	0	N	0.0	4.0	0	0.0	10.7
OS-A	0.050	100	0.013	0.8	0.068	162	Y	0.5	0.000	0	N	0.0	0.000	0	N	0.0	4.0	0	0.0	10.0



EXISTING HYDROLOGIC SUMMARY TABLE (SCS METHOD)					
AREA NAME	EX-A	OS-A	EX-A + OS-A (POA-A)	EX-B (POA-B)	EX-C (POA-C)
Drainage Area (ac.)	0.22	0.28	---	0.20	0.35
CN #	81	95	---	84	86
% Impervious	4.32%	82.18%	---	19.82%	35.90%
Tc (min)	10.0	10.0	---	14.3	10.7
2 year Discharge (cfs)	0.66	1.27	1.93	0.59	1.24
10 year Discharge (cfs)	1.23	1.97	3.20	1.06	2.16
25 year Discharge (cfs)	1.61	2.44	4.05	1.37	2.76
100 year Discharge (cfs)	2.24	3.19	5.42	1.87	3.73

- LEGEND
- 700 --- EXISTING CONTOURS
 - 700 --- PROPOSED CONTOURS
 - DRAINAGE AREA
 - TC --- TIME OF CONCENTRATION
 - A-1 POINT OF ANALYSIS
 - ← DRAINAGE FLOW DIRECTION
 - DA ACRES DRAINAGE AREA LABEL
 - # INLET LABEL

- NOTES:
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 - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM CITY OF AUSTIN 2017 GIS CONTOURS.



TEXAS ONE CALL SYSTEM
1-800-245-4545
UNDER PENALTY OF LAW, THE CONTRACTOR IS
REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM
AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

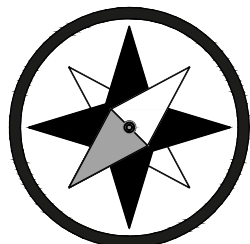
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NO.	REVISION	DATE



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P: 512.312.4330

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CHECKED BY: AG

EXISTING DRAINAGE AREA MAP

YPW SPANISH IMMERSION SCHOOL

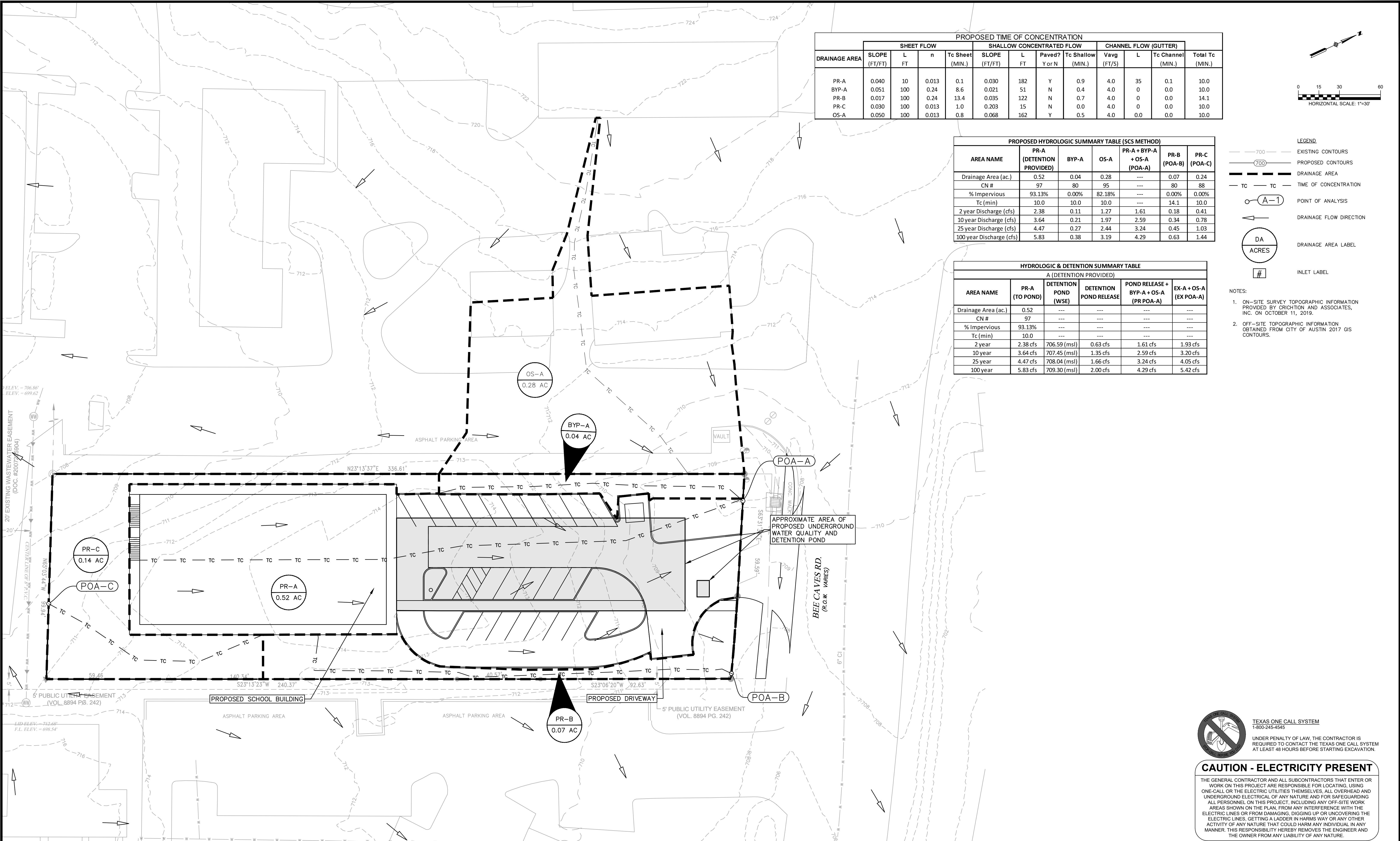
3421 BEE CAVE ROAD, WEST LAKE HILLS, TEXAS, 78746

PROJECT NO. 0906-003-22

DRAWING NO. _____

SHEET 1 OF 2

C:\CompanyData\Clients\0906 - Bee Caves Office\CAD [com] Sheets\0906-003_DRNG.dwg -- Layout: "PROP DA MAP" -- Fri, Nov 17, 2023, 1:49pm, By: rathenaleja



PROPOSED TIME OF CONCENTRATION											
DRAINAGE AREA	SHEET FLOW			SHALLOW CONCENTRATED FLOW				CHANNEL FLOW (GUTTER)			Total Tc (MIN.)
	SLOPE (FT/FT)	L FT	n	Tc Sheet (MIN.)	SLOPE (FT/FT)	L FT	Paved? Y or N	Tc Shallow (MIN.)	Vavg (FT/S)	L FT	Tc Channel (MIN.)
PR-A	0.040	10	0.013	0.1	0.030	182	Y	0.9	4.0	35	0.1
BYP-A	0.051	100	0.24	8.6	0.021	51	N	0.4	4.0	0	0.0
PR-B	0.017	100	0.24	13.4	0.035	122	N	0.7	4.0	0	0.0
PR-C	0.030	100	0.013	1.0	0.203	15	N	0.0	4.0	0	0.0
OS-A	0.050	100	0.013	0.8	0.068	162	Y	0.5	4.0	0.0	0.0

PROPOSED HYDROLOGIC SUMMARY TABLE (SCS METHOD)						
AREA NAME	PR-A (DETENTION PROVIDED)	BYP-A	OS-A	PR-A + BYP-A + OS-A (POA-A)	PR-B (POA-B)	PR-C (POA-C)
Drainage Area (ac.)	0.52	0.04	0.28	---	0.07	0.24
CN #	97	80	95	---	80	88
% Impervious	93.13%	0.00%	82.18%	---	0.00%	0.00%
Tc (min)	10.0	10.0	10.0	---	14.1	10.0
2 year Discharge (cfs)	2.38	0.11	1.27	1.61	0.18	0.41
10 year Discharge (cfs)	3.64	0.21	1.97	2.59	0.34	0.78
25 year Discharge (cfs)	4.47	0.27	2.44	3.24	0.45	1.03
100 year Discharge (cfs)	5.83	0.38	3.19	4.29	0.63	1.44

HYDROLOGIC & DETENTION SUMMARY TABLE					
A (DETENTION PROVIDED)					
AREA NAME	PR-A (TO POND)	DETENTION POND (WSE)	DETENTION POND RELEASE	POND RELEASE + BYP-A + OS-A (PR POA-A)	EX-A + OS-A (EX POA-A)
Drainage Area (ac.)	0.52	---	---	---	---
CN #	97	---	---	---	---
% Impervious	93.13%	---	---	---	---
Tc (min)	10.0	---	---	---	---
2 year	2.38 cfs	706.59 (msl)	0.63 cfs	1.61 cfs	1.93 cfs
10 year	3.64 cfs	707.45 (msl)	1.35 cfs	2.59 cfs	3.20 cfs
25 year	4.47 cfs	708.04 (msl)	1.66 cfs	3.24 cfs	4.05 cfs
100 year	5.83 cfs	709.30 (msl)	2.00 cfs	4.29 cfs	5.42 cfs

- LEGEND
- 700 --- EXISTING CONTOURS
 - 700 --- PROPOSED CONTOURS
 - DRAINAGE AREA
 - TC --- TIME OF CONCENTRATION
 - A-1 --- POINT OF ANALYSIS
 - DRAINAGE FLOW DIRECTION
 - DA --- DRAINAGE AREA LABEL
 - # --- INLET LABEL

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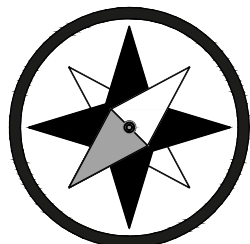
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CENTRAL TEXAS

205 Cimarron Park Loop, Ste. B, Buda TX 78610
P: 512.312.4330

WARNING

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CHECKED BY: AG

PROPOSED DRAINAGE AREA MAP

YPW SPANISH IMMERSION SCHOOL
3421 BEE CAVE ROAD, WEST LAKE HILLS, TEXAS, 78746

PROJECT NO. 0906-003-22

DRAWING NO. _____

SHEET 2 OF 2

EXHIBIT D

**NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
SOIL SURVEY**



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Travis County, Texas

3421 Bee Caves Rd



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Travis County, Texas
Survey Area Data: Version 23, Sep 10, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 27, 2018—Nov 16, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
PuC	Purves clay, 1 to 5 percent slopes	0.8	100.0%
Totals for Area of Interest		0.8	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Travis County, Texas

PuC—Purves clay, 1 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2ylvf
Elevation: 400 to 1,800 feet
Mean annual precipitation: 33 to 37 inches
Mean annual air temperature: 65 to 69 degrees F
Frost-free period: 220 to 260 days
Farmland classification: Not prime farmland

Map Unit Composition

Purves and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Purves

Setting

Landform: Ridges
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Residuum weathered from limestone

Typical profile

Ak1 - 0 to 10 inches: clay
Ak2 - 10 to 16 inches: clay
Bk - 16 to 19 inches: clay
R - 19 to 40 inches: bedrock

Properties and qualities

Slope: 1 to 5 percent
Depth to restrictive feature: 8 to 20 inches to lithic bedrock
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 50 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 1.0
Available water supply, 0 to 60 inches: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4s
Hydrologic Soil Group: D
Ecological site: R081CY574TX - Shallow 29-35 PZ
Hydric soil rating: No

Minor Components

Eckrant

Percent of map unit: 4 percent
Landform: Ridges
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R081CY360TX - Low Stony Hill 29-35 PZ
Hydric soil rating: No

Brackett

Percent of map unit: 3 percent
Landform: Ridges
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R081CY355TX - Adobe 29-35 PZ
Hydric soil rating: No

Doss

Percent of map unit: 2 percent
Landform: Ridges
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R081CY574TX - Shallow 29-35 PZ
Hydric soil rating: No

Rock outcrop

Percent of map unit: 1 percent
Landform: Ridges
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

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CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, January 17th, 2024 at 6:30 PM

1. Call to Order. Chairman Robert Meisel.

With a quorum present, Chairman Meisel called the meeting to order at 6:31 p.m.

ZAPCO Members Present

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

City Staff Present

**Dir. of Building & Development Jennifer Bills
Development Coordinator Joel Sherrouse**

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.

Vice-Chairman Pledger 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.
 - a. Minutes from the November 15th, 2023 regular Zoning and Planning Commission Meeting

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

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

4. Public Hearing 205 West Spring: Discuss and make a recommendation on a variance to encroach up to 8.25 feet into the required 15-foot side setback for the addition to an existing one-story non-conforming residential structure. (Section 22.03.275 and 22.03.281 of the West Lake Hills Code).

Applicant: William McAshan, Property Owner

Staff Briefing

Director Bills gives the staff briefing.

- **Commissioner Webber:** Would retaining wall in concept plans require a variance since it is in the setback?

- **Director Bills:** Additional variance for wall would not be required unless the wall were greater than 18 inches.

- **Chairman Meisel:** Would future pool require variance?

- **Director Bills:** Planned future pool does not encroach on any setbacks.

- **Commissioner Maccini:** The proposed future structures looks like they may impact the ½ critical-root-zone of the protected tree. Has staff considered this in its analysis?

- **Director Bills:** The ½ and ¼ critical root zones of trees have different restrictions, and possible encroachment of the critical root zones would be addressed in the permitting phase of the project.

Staff Recommendation: Approval.

Public Comments:

William McAshan – Property Owner

- Since lot is only 80 feet wide, with a minimum lot width of 150 in the Code of Ordinances, any expansion to the house would require some level of variance. While the house could be demolished and replaced, the setbacks for the lot would require the new house to be placed in the center of the lot, which would require a variance for the removal of the tree.

- The two trees to the rear of the lot are showing signs of Oak Wilt, and an arborist is being brought in to examine the potential to keep the trees.

- Both neighbors are supportive of the project – especially since they are not planning to expand vertically.

Hearing no other comments, the public comment section was closed.

Discussion/Recommendation

Commissioner Webber expresses that this is the exact kind of situation variances are intended for.

Commissioner Stewart appreciates that the remodel is limited to 1 floor.

**COMMISSIONER MACCINI MOVES TO RECOMMEND APPROVAL.
COMMISSIONER WEBBER SECONDS.**

MOTION CARRIES WITH A VOTE OF 4-0

The variance will be forwarded to the Board of Adjustment on February 14th, 2024.

5. Public Hearing: 3421 Bee Cave Road: Discuss and make recommendations on the following variances from the West Lake Hills Code:

- Section 22.03.249(b)(2) Driveway, parking and loading area setback, 30 foot minimum
- Section 22.03.281(b): Schedule of regulations – Minimum side setback distance of 25 feet
- Section 22.03.304(a)(4) Tree and vegetation Removal - 4 trees 14 inches and greater (T246 T221, T868, T095);
- Section 22.03.241: Schedule of minimum number of (parking) spaces – 50 spaces required
- Section 22.03.281 IX Exceeding the Impervious Cover maximum for O – Office zoning of 38% with incentive bonuses
- Section 22.03.251 (d) Screening, trees and landscaping – 25-foot buffer along Bee Cave and 25% of the lot remaining in its natural state.

Applicant: Ramon Aguirre, Director of Operations for Clear Terra Group

Staff Briefing

Director Bills introduced the project and broadly describes the variances before describing each in detail.

- **Commissioner Webber:** What was the previously-approved, expired variance?
 - **Director Bills:** Previous variance included setbacks, tree removal, impervious cover over maximum and detention pond at front of site (listed in staff report).
- **Commissioner Webber:** Is the fire department able to pull up on either side of the proposed building from neighboring properties?
 - **Director Bills:** There are parking spaces located along the curb of the drive aisles on either side of the property. A permanent easement would have to be granted.

Variance 1: Driveway Setbacks

- Staff recommends DENIAL of the variance request
- **Chairman Meisel:** Why can't the turnaround be moved so that it is not causing a driveway encroachment on the setbacks?
 - **Director Bills:** The site plan is still conceptual, and moving it may be possible.
- **Commissioner Webber:** What about the 100-foot driveway spacing requirements?
 - **Director Bills:** Driveways along Bee Cave are approved by the Texas Department of Transportation, not the City of West Lake Hills.
- **Commissioner Webber:** Has the applicant explored shared driveways?

- **Director Bills:** Unknown

Variance 2: Side Setbacks

- Staff recommends DENIAL of the variance request
- **Commissioner Webber:** How is this different from the side setback variance we just recommended for approval?
 - **Director Bills:** Previous variance was for expansion of an existing non-conforming structure - this variance includes demolition and an entirely new development.

Variance 3: Tree Removal

- Staff recommends DENIAL of the variance request

Variance 4: Parking Requirements

- Staff recommends CONDITIONAL APPROVAL of the variance request.
- **Commissioner Pledger:** What is the condition?
 - **Director Bills:** The shared parking agreement.
- **Commissioner Webber:** What happens if Good Shepherd sells, and the new owner doesn't honor the agreement.
 - **Director Bills:** The agreement would need to be written in a manner that it transfers with ownership.
- **Commissioner Pledger:** Agreement as written allows for Good Shepard to withdraw at any time as it is. Shouldn't parking be part of the SUP, and not a variance?
 - **Director Bills:** Parking requirements are determined by use.
- **Commissioner Maccini:** Is parking part of the Transportation Impact Assessment
 - **Director Bills:** No. TIA has to do with traffic during peak hours, and will be handled during Site Plan phase.

Variance 5: Impervious Cover

- Staff recommends DENIAL of the variance request

Variance 6: 25-foot buffer

- Staff recommends DENIAL of the variance request
- **Commissioner Webber:** Do they designate the play area on the preliminary site plan?
 - **Director Bills:** Yes

Process Discussion:

- Director Bills explains the sequence of project approval including wastewater studies and site development and that applicant is seeking variances early in the process instead of spending time and resources on detailed engineering and design work for a project the city may not approve.

- **Commissioner Webber:** Does proposed plan meet building height restrictions

- **Director Bills:** Yes

- **Commissioner Webber:** Can building go subgrade to reduce footprint?

- **Director Bills:** Possibly. Safety and evacuation would need to be considered.

Public Hearing:**Ramon Aguirre:**

- Previously-approved office development is no longer feasible in current market conditions; the relocation of the preschool seems to be a more appropriate use.

David Polkinghorn:

- Impervious cover and setback characteristics consistent with nearby properties.
 - Granting variances would be in keeping with nearby properties.
- Property is 330ft deep, but only 100-foot wide.
 - Only 35% of lot buildable under setback restrictions.
- Loop drives are essential for preschools.
- Proposed site design is narrowest possible for proposed use.
- Fire turnaround hammerhead could shift out of setback if one more parking space were removed.
- Proposal includes preserving a 32-foot rear buffer as a natural space.
- A great deal of the Impervious Cover on site is from the required fire lane.
- The plan is to restore 25-foot buffer to natural state.

Hearing no other comments, the public comment section was closed.

Discussion/Recommendation

- **Commissioner Pledger:** Why aren't you using your access easement?

- **Ramon Aguirre:** We believe the easement has been released.

- **Commissioner Pledger:** The release isn't showing up in the records. Have a real estate attorney investigate the deed.

- **Commissioner Webber:** What would easement allow?

- **Commissioner Pledger:** driveway access from property next door.

- **Commissioner Pledger:**
 - Thank you for the application and all you do for the community
 - This is a program that exceeds the natural capacity of the lot
 - Not entirely opposed to Side setbacks
- **Commissioner Pledger:** Can there be creative applications to get more building height?
 - **Director Bills:** Only 2 habitable floors are allowed
 - **Commissioner Webber:** Can there be a rooftop play space?
 - **Director Bills:** Yes
- **Commissioner Pledger:** Project needs more creative architectural solutions instead of so many variances.
- **Commissioner Stewart:** Are all variances being considered together or as individual items?
 - **Director Bills:** Individual items
- **Chairman Meisel:**
 - All the variances are design driven
 - It would be difficult to fit this much project in a lot twice the size
 - When you look at a lot for a purpose, you must consider what the lot allows
 - Too much of the project is conceptual, and commission can't grant a conceptual variance
 - Best recommendation to council would be "no" to everything
- **Commissioner Webber:**
 - Variances have clearly been granted in the past that may have been factored in when deciding to develop the land.
 - This is the kind of business we want in West Lake Hills
 - Would appreciate the opportunity to go through variances one at a time
- **Chairman Meisel:** Business already exists in WLH and is very successful.
 - **Ramon Aguirre:** Business is spread across 4 buildings, which is very challenging.
- **Commissioner Maccini:**
 - Already big trees that have been cut down for building that was never built
 - Approving tree variance when this development may not occur would allow trees to be removed now
 - Many existing lots pre-date ordinances in place today
 - These are large variances to grant conceptually - especially Impervious Cover
 - Even with 2 children per family, there would be 97 families doing 2 trips per day
 - Agreement with church isn't firm
- **Commissioner Stewart:** Too many loose ends on plan to go forward.
- **Commissioner Pledger:**
 - Agree with everyone that we want pre-school to be part of community

- This is too much for this lot
- All variances should be denied
- **Commissioner Maccini:** Now in favor of grouping variances because plans are too conceptual to grant any variances
- **Ramon Aguirre:**
 - Don't understand issues with conceptual plans
 - The Site Plan is a later phase of the project.
- **Commissioner Maccini:**
 - the proposed variances are for a specific use
 - Knowing that the building is going to be specific to a daycare facility, more information is warranted for the health and safety of small children
 - The existing preliminary site plan is not specific enough for that use
- **Chairman Meisel:**
 - Applicant can request a postponement
 - City has very clear, accessible guidelines that should be respected
 - **Commissioner Webber:** Zoning and Planning is there to revisit rules
- **Commissioner Pledger:**
 - Variances are permanent, and we don't know what this project is or will be
 - Premature to grant a permanent variance
- **Commissioner Maccini:**
 - We don't grant variances on spec homes in the preliminary phase
- **Commissioner Pledger:** 20% IC variance is huge

Commissioner Pledger moves to recommend denial of all 6 variances due to a lack of information.

- **Commissioner Webber Seconds.**

MOTION CARRIES WITH A VOTE OF 4-0

Variances 1, 2, 4, 5, and 6 will be forwarded to the Board of Adjustment on February 14th, 2024.

Variance 3 will be forwarded to City Council on February 14th, 2024

6. Update from staff on items forwarded to BOA and City Council from the previous meeting.

- **Commissioner Pledger:** Please include this as an item in the staff report going forward.

7. Adjournment: Chairman Robert Meisel

Meeting adjourned at 7:51pm

Respectfully submitted,

ROBERT MEISEL, CHAIRMAN

ATTEST:

Development Coordinator Joel Sherrouse

These minutes were approved on _____, 2024.

ANSWERS TO VARIANCE APPROVAL CRITERIA QUESTIONS

1. DESCRIBE IN DETAIL ANY SPECIAL CONDITIONS YOU BELIEVE WILL RESULT IN UNNECESSARY HARDSHIP TO YOU IF THE TERMS OF THIS ORDINANCE ARE STRICTLY OF LITERALLY ENFORCED.

The hardship results from the shape of this site – a long rectangle site. At only 100' wide, applying the 4 setbacks would leave just 37% of the site buildable. 63% of the site would be allocated to the setbacks if the ordinance is literally enforced. This creates a significant constraint for any development of this site. Applying the two 25' side setbacks would leave only a 50' wide area for the construction of:

- 1) A 20' Fire Lane,
- 2) The new building, and
- 3) The parking area.

This is unfeasible and thus the narrow shape of the lot represents a hardship for this project.

2. WHY DO YOU THINK THE NATURAL TERRAIN AND EXISTING FLORA WILL NOT BE UNREASONABLE DISRUPTED OR DESTROYED IF THE VARIANCE YOU ARE REQUESTING IS GRANTED?

The plan for development is to maintain the natural state of the property to the greatest extent possible while providing improvements to sufficiently meet the economical and physical needs of the proposed development. The proposed development includes a rectangular building to minimize the lateral setbacks encroachment. We are proposing to remove 3 trees > 14" in diameter and will mitigate by replacing them on a 150% basis.

The back of the lot will be left in its natural state (9,374 SF – 28% of lot area).

3. WHAT OTHER REASONABLE ALTERNATIVES HAVE YOU CONSIDERED? WHY WON'T THESE OTHER OPTIONS ALLEVIATE THE DIFFICULTY OR HARSHIP THAT YOU THINK EXISTS?

This project has had several iterations. Each of them had a challenging time providing adequate and safe access within impervious cover limitations and side yard setback requirements. At the early stages we had a larger impervious cover percentage and an above surface detention pond. This approach was abandoned in favor of designing most of the driveway and parking areas as pervious and implementing a below grade water detention and treatment system.

Also, by designing the building as a long rectangle, to conform to the shape of the lot, we were able to reduce the encroachment of the side setbacks.

4. WHY DO YOU BELIEVE THE VARIANCE YOU ARE REQUESTING IS THE MINIMUM REQUIRED TO ALLEVIATE THE DIFFICULTY OR HARSHIP YOU THINK EXISTS?

The need for these variances is a result of the unique characteristics of this lot. Unfortunately, the property cannot reasonably be developed in a manner consistent with the existing zoning. We believe the reduction of the side setback areas is the most sensitive way to solve the physical challenges this site presents. We are also required to construct a full fire lane with compliant hammerhead turnaround, this fire lane alone accounts for 4,022 SF or 20% of the proposed impervious cover.

5. WHY DO YOU BELIEVE YOUR VARIANCE DOES NOT VIOLATE THE INTENT OF THE ZONING ORDINANCE OR THE GOALS OF THE CITY'S COMPREHENSIVE PLAN?

The City Master Plan has defined the Bee Cave Road Corridor as the commercial development corridor for the city. Therefore, we believe the proposed preschool building is an appropriate use. Also, two areas of vegetative screens will be added on one side of the building.

6. WHY DO YOU BELIEVE YOUR VARIANCE WILL NOT ADVERSELY AFFECT NEIGHBORING PROPERTIES OR INTERFERE WITH THE ENJOYMENT OF THESE PROPERTIES BY THEIR OWNERS?



We have the support of our adjacent neighbor to the east (see letter of support from Hill Country Specialists, owners of 3423 Bee Cave Rd) and the support of the owners of the Bee Cave Center at 3425 Bee Cave Rd (see letter of support).

3421 Bee Caves Rd is surrounded by the parking lots and driveways of the adjacent commercial properties, to the east, west, and south. (See above picture)

The neighboring properties are zoned B-1 and O. The proposed new building would not be near the neighboring buildings as these driveways and parking areas provide a buffer between the properties. Also, we will also be adding two areas of vegetative screening as shown in our site plan.

As required, we will comply with the drainage and erosion code ordinances and the Preliminary Drainage Plan is being submitted with this application (Please see attached Drainage Analysis.)



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	February 14, 2024	Item Number:	5
	Building & Development		
Department:	Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	\$359,535.00
Exhibits:	See Attached	Source of Funds:	Street Maintenance Fund

Subject

Discuss and consider action on bid award of the Harbor View Retaining Wall/Guard Rail Improvements and Roadrunner Road Culvert Replacement/Paving Improvement projects and authorize the City Administrator to execute all required documents.

Recommendation

Staff recommend award of a contract with Myers Concrete Construction, L.P. in the amount of \$359,535.00.

Discussion

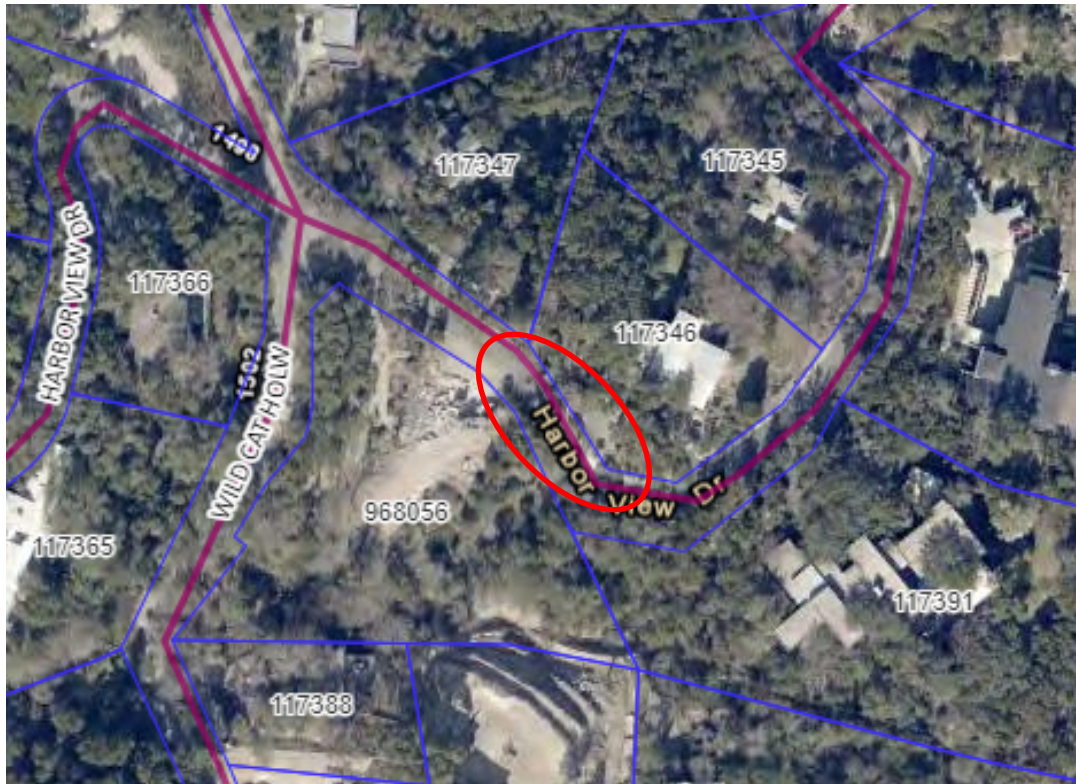
The City issued a request for bids on January 4 and 11, 2024 for projects on Harbor View Road and Roadrunner Road. Plans were completed by Walter P. Moore, contracted as the city engineer for the following projects.

- Harbor View Road: The construction of a concrete retaining wall and guardrail installation.
- Roadrunner Road: Full depth reconstruction of existing pavement along with removing and replacing the existing 18" CMP pipe with 18" RCP pipe, the installation of a grate inlet and safety end treatments and the construction of a concrete retaining wall on the north side of the road.

Three bids were received by 11:00 a.m. February 1, 2024, and the bids were opened immediately after the deadline (Attachment 1). Myers Concrete Construction is the lowest acceptable bid with a proposal of \$359,535.00.

Project Locations

Harbor View Road



Roadrunner Road



February 9, 2024

Mr. Trey Fletcher, AICP
City Administrator
911 Westlake Drive,
West Lake Hills, TX 78746

RE: Solicitation No. 24-001 – Harbor View Retaining Wall and Guardrail Improvements and
Roadrunner Road Culvert Replacement and Paving Improvements.

Dear Mr. Fletcher:

On February 1, 2024, at 11:00 AM bids were received and opened for the above-referenced project. Three (3) bids were received as shown in the attached detailed bid tabulation.

The lowest bidder was Myers Concrete Construction with total base bid of \$359,535.00.

We have checked and no math errors were found for the low bidder. We have also reviewed the qualifications of Myers Concrete Construction and found them to have recent relevant experience and have received positive reference checks from other similar projects that they have performed. Therefore, it is Walter P Moore's recommendation that the City of West Lake Hills proceed with the award of this construction contract to Myers Concrete Construction. Should you have any questions, please feel free to contact me.

Sincerely,

Walter P. Moore and Associates, Inc.



Susan Turreita, PE
Principal

Attachments: Bid Tabulation



CITY OF WEST LAKE HILLS, TEXAS

SOLICITATION NO. 24-001 - HARBOR VIEW RETAINING WALL AND GUARDRAIL IMPROVEMENTS
AND ROADRUNNER ROAD CULVERT REPLACEMENT AND PAVING IMPROVEMENTS

BID OPENING: FEBRUARY 1, 2024, 11:00 AM

BID SUMMARY

					WALTER P MOORE OPINION OF PROBABLE COST		MYERS CONCRETE CONSTRUCTION		JERDON ENTERPRISE LP		AARON CONCRETE CONTRACTORS, LLC	
HARBOR VIEW RETAINING WALL AND GUARDRAIL IMPROVEMENTS												
NO.	BID ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	700 S-TM	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 18,850.00	\$ 18,850.00	\$ 25,972.50	\$ 25,972.50
2	102S-C	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,331.00	\$ 10,331.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00
3	803 S	BARRICADES, SIGNS, & TRAFFIC HANDLING	EA	1	\$ 2,250.00	\$ 2,250.00	\$ 9,030.00	\$ 9,030.00	\$ 5,500.00	\$ 5,500.00	\$ 4,152.00	\$ 4,152.00
4	TXDOT 540	TYPE IV WEATHER STEEL GUARDRAIL	LF	195	\$ 45.00	\$ 8,775.00	\$ 61.00	\$ 11,895.00	\$ 205.00	\$ 39,975.00	\$ 53.00	\$ 10,335.00
5	TXDOT 544-6001	GUARDRAIL END TREATMENT	EA	4	\$ 3,250.00	\$ 13,000.00	\$ 10,563.00	\$ 42,252.00	\$ 2,220.00	\$ 8,880.00	\$ 10,000.00	\$ 40,000.00
6	642S	SILT FENCE FOR EROSION CONTROL	LF	1100	\$ 5.00	\$ 5,500.00	\$ 5.00	\$ 5,500.00	\$ 3.50	\$ 3,850.00	\$ 10.00	\$ 11,000.00
7	412	CONCRETE RETAINING WALL WITH TEXTURED ACRYLIC COATING - COMPLETE IN PLACE	LF	117	\$ 1,000.00	\$ 117,000.00	\$ 335.00	\$ 39,195.00	\$ 675.00	\$ 78,975.00	\$ 964.00	\$ 112,788.00
8	401S	STRUCTURAL EXCAVATION AND BACKFILL	CY	160	\$ 170.00	\$ 27,200.00	\$ 112.00	\$ 17,920.00	\$ 75.00	\$ 12,000.00	\$ 100.00	\$ 16,000.00
SUBTOTAL						\$ 193,725.00		\$ 148,123.00		\$ 183,030.00		\$ 260,247.50
ROADRUNNER ROAD CULVERT REPLACEMENT AND PAVING IMPROVEMENTS												
1	102S-C	CLEARING AND GRUBBING	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 16,275.00	\$ 16,275.00	\$ 5,500.00	\$ 5,500.00	\$ 40,000.00	\$ 40,000.00
2	110-A	STREET EXCAVATION	CY	30	\$ 25.00	\$ 750.00	\$ 178.00	\$ 5,340.00	\$ 30.00	\$ 900.00	\$ 297.00	\$ 8,910.00
3	201S	SUBGRADE PREPARATION	SY	111	\$ 2.00	\$ 222.00	\$ 40.00	\$ 4,440.00	\$ 10.50	\$ 1,165.50	\$ 200.00	\$ 22,200.00
4	TXDOT 104 6031	REMOVING CONCRETE HEADWALL	CY	1	\$ 150.00	\$ 150.00	\$ 623.00	\$ 623.00	\$ 40.00	\$ 40.00	\$ 1,500.00	\$ 1,500.00
5	TXDOT 496 6007	REMOVE STRUCTURE (PIPE)	LF	24	\$ 16.50	\$ 396.00	\$ 66.00	\$ 1,584.00	\$ 30.00	\$ 720.00	\$ 315.00	\$ 7,560.00
6	TXDOT 247 6041	10" FLEXIBLE BASE, TYPE "A", GR. 1-2	CY	25	\$ 200.00	\$ 5,000.00	\$ 231.00	\$ 5,775.00	\$ 195.00	\$ 4,875.00	\$ 600.00	\$ 15,000.00
7	340S	HOT MIX ASPHALTIC CONCRETE PAVEMENT TYPE "D", 2" THICK	SY	88	\$ 60.00	\$ 5,280.00	\$ 186.00	\$ 16,368.00	\$ 100.00	\$ 8,800.00	\$ 250.00	\$ 22,000.00
8	509S	TRENCH EXCAVATION, SAFETY AND PROTECTIVE SYSTEMS,ALL DEPTHS	LF	25	\$ 1.00	\$ 25.00	\$ 65.00	\$ 1,625.00	\$ 100.00	\$ 2,500.00	\$ 25.00	\$ 625.00
9	TXDOT 464S	PIPE, 18" DIA. RCP, (ALL DEPTHS), INDLCLUDING EXCAVATION AND BACKFILL	LF	25	\$ 100.00	\$ 2,500.00	\$ 326.00	\$ 8,150.00	\$ 375.00	\$ 9,375.00	\$ 1,162.00	\$ 29,050.00
10	510-ASD18	PIPE, 18" DIA. CMP, (ALL DEPTHS), INDLCLUDING EXCAVATION AND BACKFILL	LF	3	\$ 100.00	\$ 300.00	\$ 438.00	\$ 1,314.00	\$ 240.00	\$ 720.00	\$ 575.00	\$ 1,725.00
11	591S-B	DRY ROCK RIPRAP	CY	3	\$ 200.00	\$ 600.00	\$ 681.00	\$ 2,043.00	\$ 225.00	\$ 675.00	\$ 851.00	\$ 2,553.00
12	609S	NATIVE SEEDING	SY	182	\$ 5.00	\$ 910.00	\$ 7.00	\$ 1,274.00	\$ 2.00	\$ 364.00	\$ 6.00	\$ 1,092.00
13	642S	SILT FENCE FOR EROSION CONTROL	LF	129	\$ 3.00	\$ 387.00	\$ 10.00	\$ 1,290.00	\$ 3.50	\$ 451.50	\$ 12.00	\$ 1,548.00
14	648S	MULCH SOCK	LF	48	\$ 4.00	\$ 192.00	\$ 31.00	\$ 1,488.00	\$ 10.00	\$ 480.00	\$ 36.00	\$ 1,728.00
15	511	PRECAST 4'X4' GRATE INLET	EA	1	\$ 5,750.00	\$ 5,750.00	\$ 10,727.00	\$ 10,727.00	\$ 10,000.00	\$ 10,000.00	\$ 9,424.00	\$ 9,424.00
16	TXDOT 540	TYPE IV WEATHER STEEL GUARDRAIL	LF	107	\$ 175.00	\$ 18,725.00	\$ 62.00	\$ 6,634.00	\$ 205.00	\$ 21,935.00	\$ 53.00	\$ 5,671.00
17	TXDOT 544-6001	GUARDRAIL END TREATMENT	EA	2	\$ 3,250.00	\$ 6,500.00	\$ 10,211.00	\$ 20,422.00	\$ 2,220.00	\$ 4,440.00	\$ 10,000.00	\$ 20,000.00
18	700S-TM	MOBILIZATION	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 19,460.00	\$ 19,460.00	\$ 18,850.00	\$ 18,850.00	\$ 55,686.00	\$ 55,686.00
19	803 S	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 9,030.00	\$ 9,030.00	\$ 13,300.00	\$ 13,300.00	\$ 6,000.00	\$ 6,000.00
20		SAFETY END TREATMENT	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 1,961.00	\$ 3,922.00	\$ 2,250.00	\$ 4,500.00	\$ 4,237.00	\$ 8,474.00
21	TXDOT 105	REMOVE ASPHALT PAVEMENT	SY	88	\$ 50.00	\$ 4,400.00	\$ 15.00	\$ 1,320.00	\$ 30.75	\$ 2,706.00	\$ 101.00	\$ 8,888.00
22	609	TURF REINFORCING MAT	SY	62	\$ 50.00	\$ 3,100.00	\$ 96.00	\$ 5,952.00	\$ 4.50	\$ 279.00	\$ 115.00	\$ 7,130.00
23	400	RETAINING WALL - COMPLETE IN PLACE	LF	53	\$ 3,000.00	\$ 159,000.00	\$ 1,252.00	\$ 66,356.00	\$ 3,750.00	\$ 198,750.00	\$ 5,336.00	\$ 282,808.00
SUBTOTAL						\$ 263,187.00		\$ 211,412.00		\$ 311,326.00		\$ 559,572.00
TOTAL BASE BID						\$ 456,912.00		\$ 359,535.00		\$ 494,356.00		\$ 819,819.50
ALLOWANCES:												
HARBOR VIEW RETAINING WALL AND GUARDRAIL IMPROVEMENTS												
	LANDSCAPE IRRIGATION REPAIRS		ALLOWANCE	1		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	February 14, 2024	Item Number:	6
	Building & Development		
Department:	Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	\$7,934,736.93
			2021 Proposition B – West Lake
Exhibits:	See Attached	Source of Funds:	Hills Bond Program

Subject

Discuss and consider action on bid award of the West Lake Hills Bond Program (Proposition B) for roadway and drainage improvements and authorize the City Administrator to execute all required documents.

Recommendation

Staff recommend award of a contract with Smith Contracting Co., Inc. in the amount of \$7,934,736.93 that includes the Base and Alternate 1 – Juniper Rd Pavement.

Discussion

The City issued a request for bids on January 4 and 11, 2024 for the West Lake Hills Bond Program (Proposition B) projects. Plans were completed by K Frieze and Associates for the following projects.

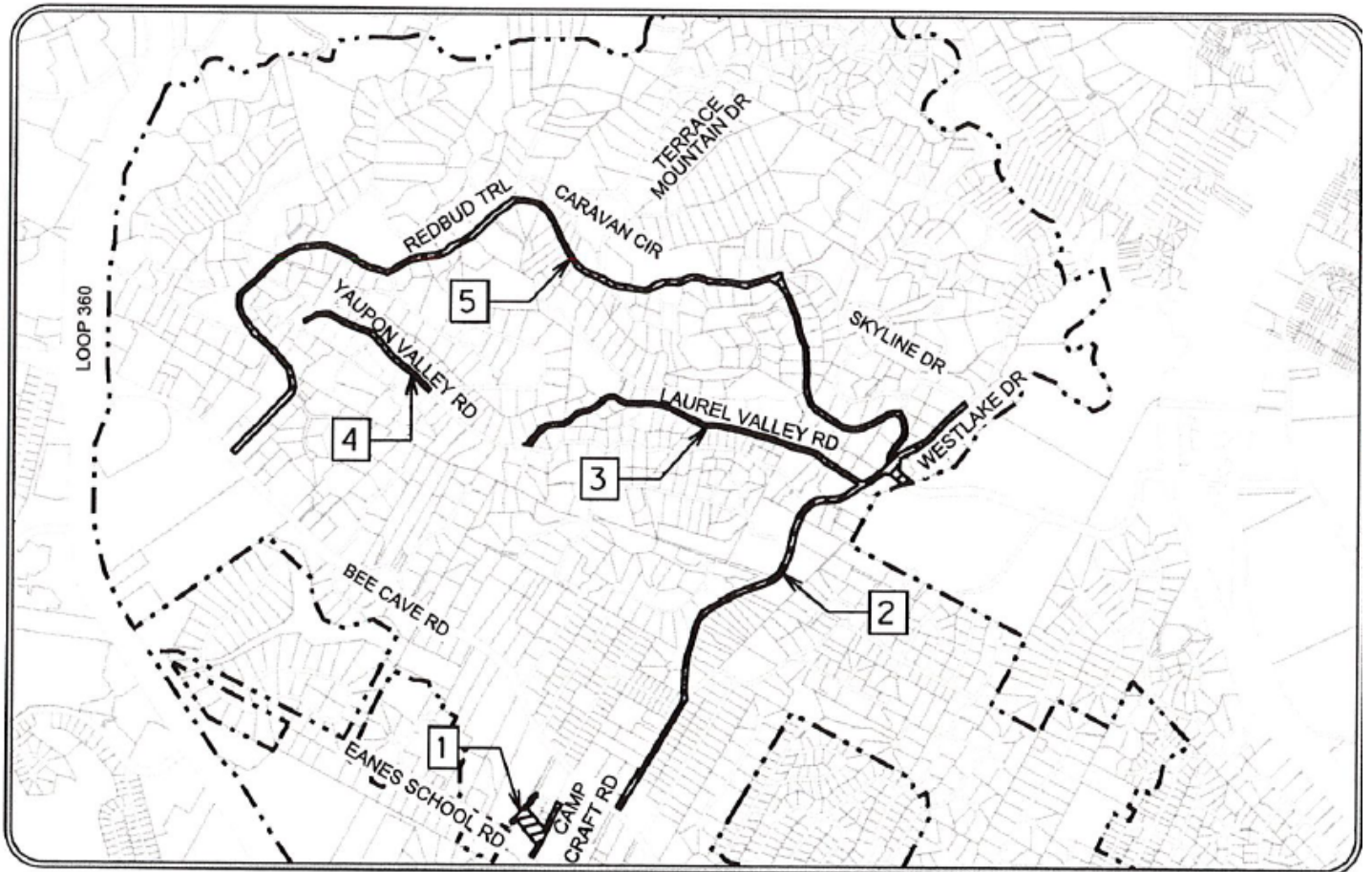
- roadway and drainage improvements consisting of asphalt pavement repair (full reconstruction, crack sealing, milling and overlay, and path repairs), bridges grading, culvert structures, storm sewer, and pedestrian facilities along Camp Craft Road, Westlake Drive, Laurel Valley Road, Yaupon Valley Road, and Redbud Trail.
- The bid also includes one project that will be evaluated as bid alternate, called “Alternate 1 – Juniper Rd Pavement”. This alternate includes roadway and asphalt pavement repair on Juniper Rd.

Three bids were received by 2:00 p.m. February 1, 2024, and the bids were opened immediately after the deadline (Attachment 1). Smith Contracting Co., Inc. is the lowest acceptable bid with a base bid proposal of \$7,925,930.93 and Alternate Bid proposal of \$8,806.00.

Funding for the alternate bid for Juniper is from the Street Maintenance Fund.

A map of all of the projects included is on Page 2 of this report.

Project Locations



February 5, 2024

Mr. Trey Fletcher
City Administrator
City of West Lake Hills
911 Westlake Drive
West Lake Hills, Texas 78757

RE: City of West Lake Hills Bond Program
Bid Award Recommendation

Dear Mr. Fletcher,

Sealed bids were received for the above-referenced project on February 1, 2024 at 2:00 PM, with a total of three (3) bids being received. The bid form requested the contractors provide bids for a base bid and an alternative bid. Base Bids reflect work on Camp Craft Road, Westlake Drive, Laurel Valley Road, Yaupon Valley Road, and Redbud Trail. Alternate Bids represent work on Juniper Drive.

Below is a listing of the Contractors who bid on the contract and their bid ordered from lowest to highest based on the **Base Bid**:

Smith Contracting Co., Inc.	\$ 7,925,930.93
Joe Bland Construction, L.P.	\$11,932,420.00
Aaron Concrete Contractors, LLC	\$12,162,532.00*

**Denotes mathematical errors found in bid*

During the review/tabulation of the bids, a mathematical error was found in the bid from Aaron Concrete Contractors, LLC where the total of all bid items did not match bid total shown in the bid form. The Contract Documents require that the Unit Bid Prices shown in the bid form are the controlling factor in determining the actual bid amount. As a result of the correction to the Aaron Concrete Contractors, LLC bid, their total bid decreased; however, the mathematical corrections did not result in a change in the low bidder. This error is highlighted on the attached bid tabulation.

Below is a listing of the bids ordered from lowest to highest based on the **Alternate Bid**:

Smith Contracting Co., Inc.	\$ 8,806.00
Joe Bland Construction, L.P.	\$26,790.00
Aaron Concrete Contractors, LLC	\$39,312.00

It is K Friese + Associates recommendation that the City of West Lake Hills proceed with the award of this construction contract to Smith Contracting Co., Inc. for the Base Bid and Alternate Bid in the amount of **\$7,934,736.93**. Should you have any questions, please feel free to contact me.



1120 S. Capital of Texas Highway
CityView 2, Suite 100, Austin, Texas 78746
P 512.338.1704 | kfriese.com
TBPE Firm No. 6535

Sincerely,

Victoria M Ortega

Victoria M. Ortega, PE
Project Manager

Attachments



2/5/2024

CITY OF WEST LAKE HILLS BOND PROGRAM BID TABULATION - FEBURARY 1, 2024					BIDDERS					
					Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 78728 (512) 990-7640		Joe Bland Construction, L.P. 13111 Dessau Road Austin, Texas 78754		Aaron Concrete Contractors, LLC 4108 Nixon Lane Austin, Texas 78725 (512) 926-7326	
					Addenda	Bid Bond	Addenda	Bid Bond	Addenda	Bid Bond
					1,2		1,2		1,2	
					X	X	X	X	X	X
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
ITEMS	DESC CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID										
EANES CREEK LOW WATER CROSSINGS										
ROADWAY ITEMS										
101S	B	PREPARING RIGHT-OF-WAY	STA	10	\$ 15,000.00	\$ 150,000	\$ 12,500.00	\$ 125,000	\$ 25,477.00	\$ 254,770
111S	A	EXCAVATION	CY	60	\$ 100.00	\$ 6,000	\$ 30.00	\$ 1,800	\$ 177.00	\$ 10,620
132S	A	EMBANKMENT	CY	4,975	\$ 60.00	\$ 298,500	\$ 50.00	\$ 248,750	\$ 170.00	\$ 845,750
201S		SUBGRADE PREPARATION	SY	2,790	\$ 7.00	\$ 19,530	\$ 8.00	\$ 22,320	\$ 14.00	\$ 39,060
210S	A	FLEXIBLE BASE	CY	780	\$ 80.00	\$ 62,400	\$ 90.00	\$ 70,200	\$ 175.00	\$ 136,500
306S		PRIME COAT	GAL	565	\$ 10.00	\$ 5,650	\$ 8.00	\$ 4,520	\$ 9.00	\$ 5,085
307S		TACK COAT	GAL	215	\$ 11.00	\$ 2,365	\$ 8.00	\$ 1,720	\$ 9.00	\$ 1,935
340S	B1.5D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 1.5 INCHES, TYPE D	SY	2,125	\$ 17.00	\$ 36,125	\$ 20.00	\$ 42,500	\$ 21.00	\$ 44,625
340S	B2D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 2 INCHES, TYPE D	SY	2,125	\$ 20.00	\$ 42,500	\$ 20.00	\$ 42,500	\$ 27.00	\$ 57,375
430S	B	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	LF	1,120	\$ 45.00	\$ 50,400	\$ 22.00	\$ 24,640	\$ 53.00	\$ 59,360
430S	D	P.C. CONCRETE CURB (FINE GRADING)	LF	340	\$ 50.00	\$ 17,000	\$ 20.00	\$ 6,800	\$ 49.00	\$ 16,660
432S	5	NEW P.C. CONCRETE SIDEWALKS, 5 INCH THICKNESS	SF	3,385	\$ 8.00	\$ 27,080	\$ 9.00	\$ 30,465	\$ 20.00	\$ 67,700
432S	RP-1	P.C. SIDEWALKS RAMP WITH PAVERS (TYPE I)	EA	2	\$ 2,400.00	\$ 4,800	\$ 3,500.00	\$ 7,000	\$ 2,139.00	\$ 4,278
433S	A	TYPE I P.C. CONCRETE DRIVEWAY	SF	795	\$ 16.00	\$ 12,720	\$ 15.00	\$ 11,925	\$ 112.00	\$ 89,040
530	6005	DRIVEWAYS (ACP)	SY	450	\$ 72.00	\$ 32,400	\$ 95.00	\$ 42,750	\$ 74.00	\$ 33,300
704	T	METAIL BEAM GUARD RAILING	LF	705	\$ 45.00	\$ 31,725	\$ 60.00	\$ 42,300	\$ 59.00	\$ 41,595
704		METAIL BEAM GUARD RAILING, TERMINAL ANCHOR SECTIONS	EA	6	\$ 3,300.00	\$ 19,800	\$ 4,500.00	\$ 27,000	\$ 3,948.00	\$ 23,688
706S	1	BRIDGE AND CULVERT RAILING, TYPE F (PRD-13)	LF	224	\$ 220.00	\$ 49,280	\$ 350.00	\$ 78,400	\$ 177.00	\$ 39,648
801S		CONSTRUCTING A DETOUR	LS	1	\$ 65,000.00	\$ 65,000	\$ 25,000.00	\$ 25,000	\$ 92,902.00	\$ 92,902
803S	MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	6	\$ 9,000.00	\$ 54,000	\$ 6,500.00	\$ 39,000	\$ 2,451.00	\$ 14,706
824S		TRAFFIC SIGNS	EA	13	\$ 550.00	\$ 7,150	\$ 675.00	\$ 8,775	\$ 611.00	\$ 7,943
863S	4	REFLECTORIZED PAVEMENT MARKERS (TYPE II-B-B)	EA	4	\$ 30.00	\$ 120	\$ 100.00	\$ 400	\$ 17.00	\$ 68
871S	EW8	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 8 INCHES IN WIDTH, WHITE IN COLOR	LF	85	\$ 2.45	\$ 208	\$ 3.00	\$ 255	\$ 12.00	\$ 1,020
871S	EW24	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 24 INCHES IN WIDTH, WHITE IN COLOR	LF	27	\$ 7.50	\$ 203	\$ 8.00	\$ 216	\$ 26.00	\$ 702
871S	EY4	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 4 INCHES IN WIDTH, YELLOW IN COLOR	LF	1,910	\$ 1.20	\$ 2,292	\$ 2.00	\$ 3,820	\$ 3.00	\$ 5,730
			ROADWAY ITEMS SUBTOTAL			\$ 997,248		\$ 908,056		\$ 1,894,060
DRAINAGE ITEMS										
504S	1RM	REPOSITIONING & ADJUSTING WATER METERS	EA	1	\$ 1,600.00	\$ 1,600	\$ 3,000.00	\$ 3,000	\$ 3,455.00	\$ 3,455
504S	3W	ADJUSTING WATER VALVE BOXES TO GRADE	EA	15	\$ 1,000.00	\$ 15,000	\$ 5,000.00	\$ 75,000	\$ 1,174.00	\$ 17,610
509S	1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	LF	735	\$ 1.00	\$ 735	\$ 10.00	\$ 7,350	\$ 12.00	\$ 8,820
510	AWW2"DIA_H	PIPE, 2" DIA. HDPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	653	\$ 70.00	\$ 45,710	\$ 75.00	\$ 48,975	\$ 103.00	\$ 67,259

CITY OF WEST LAKE HILLS BOND PROGRAM BID TABULATION - FEBURARY 1, 2024					BIDDERS					
					Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 78728 (512) 990-7640		Joe Bland Construction, L.P. 13111 Dessau Road Austin, Texas 78754		Aaron Concrete Contractors, LLC 4108 Nixon Lane Austin, Texas 78725 (512) 926-7326	
					Addenda	Bid Bond	Addenda	Bid Bond	Addenda	Bid Bond
					1,2		1,2		1,2	
					X	X	X	X	X	X
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
ITEMS	DESC CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
510	AW12"DIA	PIPE, 12" DIA. PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	82	\$ 200.00	\$ 16,400	\$ 250.00	\$ 20,500	\$ 253.00	\$ 20,746
510	KW	DUCTILE IRON FITTINGS	TON	0.30	\$ 10,800.00	\$ 3,240	\$ 10,000.00	\$ 3,000	\$ 29,733.00	\$ 8,920
510-JR	12X12 DIA.	WET CONNECTIONS, 12" DIA. X 12" DIA.	EA	2	\$ 5,000.00	\$ 10,000	\$ 17,500.00	\$ 35,000	\$ 6,486.00	\$ 12,972
511	B	FIRE HYDRANTS	EA	1	\$ 11,000.00	\$ 11,000	\$ 12,500.00	\$ 12,500	\$ 12,385.00	\$ 12,385
402	6001	TRENCH EXCAVATION PROTECTION	LF	199	\$ 10.00	\$ 1,990	\$ 8.00	\$ 1,592	\$ 12.00	\$ 2,388
403	6001	TEMPORARY SPL SHORING	SF	2,520	\$ 30.00	\$ 75,600	\$ 6.00	\$ 15,120	\$ 28.00	\$ 70,560
432	6035	RIPRAP (STONE PROTECTION)(24 IN)	CY	487	\$ 300.00	\$ 146,100	\$ 375.00	\$ 182,625	\$ 354.00	\$ 172,398
459	6001	GABIONS (GALV)	CY	75	\$ 330.00	\$ 24,750	\$ 625.00	\$ 46,875	\$ 389.00	\$ 29,175
462	6016	CONC BOX CULV (7 FT X 5 FT)	LF	430	\$ 1,400.00	\$ 602,000	\$ 1,800.00	\$ 774,000	\$ 1,565.00	\$ 672,950
462	6022	CONC BOX CULV (8 FT X 7 FT)	LF	292	\$ 1,700.00	\$ 496,400	\$ 2,200.00	\$ 642,400	\$ 2,073.00	\$ 605,316
464	6003	RC PIPE (CL III)(18 IN)	LF	217	\$ 190.00	\$ 41,230	\$ 185.00	\$ 40,145	\$ 177.00	\$ 38,409
464	6005	RC PIPE (CL III)(24 IN)	LF	243	\$ 210.00	\$ 51,030	\$ 225.00	\$ 54,675	\$ 226.00	\$ 54,918
465	6002	MANH (COMPL)(PRM)(48IN)	EA	2	\$ 9,000.00	\$ 18,000	\$ 10,000.00	\$ 20,000	\$ 16,814.00	\$ 33,628
465	6003	MANH (COMPL)(PRM)(60IN)	EA	2	\$ 13,800.00	\$ 27,600	\$ 20,000.00	\$ 40,000	\$ 10,141.00	\$ 20,282
465	6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	EA	1	\$ 15,000.00	\$ 15,000	\$ 9,000.00	\$ 9,000	\$ 7,304.00	\$ 7,304
465	6029	INLET (COMPL)(PCU)(3FT)(NONE)	EA	1	\$ 7,300.00	\$ 7,300	\$ 7,500.00	\$ 7,500	\$ 8,493.00	\$ 8,493
465	6030	INLET (COMPL)(PCU)(3FT)(LEFT)	EA	4	\$ 7,500.00	\$ 30,000	\$ 7,500.00	\$ 30,000	\$ 9,661.00	\$ 38,644
465	6031	INLET (COMPL)(PCU)(3FT)(RIGHT)	EA	6	\$ 7,200.00	\$ 43,200	\$ 7,500.00	\$ 45,000	\$ 9,397.00	\$ 56,382
466	6169	WINGWALL (FW - S) (HW=8 FT)	EA	1	\$ 20,000.00	\$ 20,000	\$ 90,000.00	\$ 90,000	\$ 61,599.00	\$ 61,599
466	6170	WINGWALL (FW - S) (HW=9 FT)	EA	1	\$ 30,000.00	\$ 30,000	\$ 88,500.00	\$ 88,500	\$ 71,793.00	\$ 71,793
466	6171	WINGWALL (PW - 1) (HW=10 FT)	EA	2	\$ 90,000.00	\$ 180,000	\$ 105,000.00	\$ 210,000	\$ 191,809.00	\$ 383,618
466	6172	WINGWALL (PW - 1) (HW=11 FT)	EA	1	\$ 120,000.00	\$ 120,000	\$ 135,800.00	\$ 135,800	\$ 258,262.00	\$ 258,262
466	6184	WINGWALL (PW - 1) (HW=9 FT)	EA	2	\$ 80,000.00	\$ 160,000	\$ 102,500.00	\$ 205,000	\$ 156,454.00	\$ 312,908
466	6197	WINGWALL (PW - 2) (HW=8 FT)	EA	1	\$ 50,000.00	\$ 50,000	\$ 97,650.00	\$ 97,650	\$ 114,354.00	\$ 114,354
466	6199	WINGWALL (SW - 0) (HW=11 FT)	EA	1	\$ 40,000.00	\$ 40,000	\$ 85,000.00	\$ 85,000	\$ 89,556.00	\$ 89,556
474	6021	CAST-IN-PLACE TRENCH DRAIN	LF	64	\$ 600.00	\$ 38,400	\$ 500.00	\$ 32,000	\$ 933.00	\$ 59,712
			DRAINAGE ITEMS SUBTOTAL			\$ 2,322,285		\$ 3,058,207		\$ 3,314,816
SW3P ITEMS										
591S	F	CONCRETE RIPRAP, 5 IN	SY	85	\$ 110.00	\$ 9,350	\$ 300.00	\$ 25,500	\$ 210.00	\$ 17,850
604S	B	NON-NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	SY	1,390	\$ 0.90	\$ 1,251	\$ 3.00	\$ 4,170	\$ 1.00	\$ 1,390
604S	E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	SY	2,215	\$ 1.15	\$ 2,547	\$ 3.00	\$ 6,645	\$ 0.42	\$ 930
604S	G	TOPSOIL AND SEEDBED PREPARATION	SY	3,605	\$ 17.00	\$ 61,285	\$ 10.00	\$ 36,050	\$ 4.00	\$ 14,420
604S	I	WATERING	KGAL	536	\$ 75.00	\$ 40,230	\$ 50.00	\$ 26,820	\$ 55.00	\$ 29,502
605S	A1C	SOIL RETENTION BLANKET CLASS 1 TYPE C	SY	225	\$ 5.50	\$ 1,238	\$ 12.00	\$ 2,700	\$ 2.00	\$ 450
605S	A2H	SOIL RETENTION BLANKET CLASS 2 TYPE H	SY	185.0	\$ 26.00	\$ 4,810	\$ 12.00	\$ 2,220	\$ 9.00	\$ 1,665
606S	A	FERTILIZER	TON	0.20	\$ 5,100.00	\$ 1,020	\$ 3,000.00	\$ 600	\$ 2,266.00	\$ 453

CITY OF WEST LAKE HILLS BOND PROGRAM BID TABULATION - FEBURARY 1, 2024					BIDDERS					
					Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 78728 (512) 990-7640		Joe Bland Construction, L.P. 13111 Dessau Road Austin, Texas 78754		Aaron Concrete Contractors, LLC 4108 Nixon Lane Austin, Texas 78725 (512) 926-7326	
ITEMS	DESC CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
610S	A	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE	LF	585	\$ 5.75	\$ 3,364	\$ 12.00	\$ 7,020	\$ 8.00	\$ 4,680
610S	E	TREE TRUNK PROTECTION (WOOD PLANKING)	EA	49	\$ 550.00	\$ 26,950	\$ 2,000.00	\$ 98,000	\$ 283.00	\$ 13,867
620S	A	FILTER FABRIC	SY	450	\$ 4.75	\$ 2,138	\$ 12.00	\$ 5,400	\$ 10.00	\$ 4,500
639S		ROCK BERM	LF	220	\$ 58.00	\$ 12,760	\$ 75.00	\$ 16,500	\$ 78.00	\$ 17,160
641S		STABILIZED CONSTRUCTION ENTRANCE	EA	4	\$ 2,500.00	\$ 10,000	\$ 7,500.00	\$ 30,000	\$ 5,099.00	\$ 20,396
642S		SILT FENCE FOR EROSION CONTROL	LF	415	\$ 6.00	\$ 2,490	\$ 10.00	\$ 4,150	\$ 7.00	\$ 2,905
648S		MULCH SOCK	LF	410	\$ 15.00	\$ 6,150	\$ 20.00	\$ 8,200	\$ 12.00	\$ 4,920
			SW3P ITEMS SUBTOTAL			\$ 185,582		\$ 273,975		\$ 135,089
		EANES CREEK LOW WATER CROSSINGS SUBTOTAL				\$ 3,505,114.75		\$ 4,240,238		\$ 5,343,964
700S	TM	TOTAL MOBILIZATION PAYMENT	LS	1	\$ 140,000.00	\$ 140,000	\$ 250,000.00	\$ 250,000	\$ 245,321.00	\$ 245,321
		EANES CREEK LOW WATER CROSSINGS TOTAL				\$ 3,645,114.75		\$ 4,490,238		\$ 5,589,285
WESTLAKE DR DRNG & PVMT IMPROV										
ROADWAY ITEMS										
101S	B	PREPARING RIGHT-OF-WAY	STA	13	\$ 6,000.00	\$ 78,000	\$ 12,500.00	\$ 162,500	\$ 8,357.00	\$ 108,641
120S	A	CHANNEL EXCAVATION	CY	170	\$ 100.00	\$ 17,000	\$ 40.00	\$ 6,800	\$ 181.00	\$ 30,770
132S	A	EMBANKMENT	CY	15	\$ 300.00	\$ 4,500	\$ 20.00	\$ 300	\$ 205.00	\$ 3,075
201S		SUBGRADE PREPARATION	SY	85	\$ 40.00	\$ 3,400	\$ 10.00	\$ 850	\$ 8.00	\$ 680
210S	A	FLEXIBLE BASE	CY	25	\$ 250.00	\$ 6,250	\$ 150.00	\$ 3,750	\$ 173.00	\$ 4,325
306S		PRIME COAT	GAL	20	\$ 13.00	\$ 260	\$ 8.00	\$ 160	\$ 9.00	\$ 180
307S		TACK COAT	GAL	10	\$ 15.00	\$ 150	\$ 8.00	\$ 80	\$ 9.00	\$ 90
312S	D	SEAL COAT, COMPLETE IN PLACE	SY	22,950	\$ 7.00	\$ 160,650	\$ 19.00	\$ 436,050	\$ 20.00	\$ 459,000
315S	A	SURFACE MILLING	SY	520	\$ 22.00	\$ 11,440	\$ 18.00	\$ 9,360	\$ 18.00	\$ 9,360
340S	B1.5D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 1.5 INCHES, TYPE D	SY	225	\$ 17.00	\$ 3,825	\$ 40.00	\$ 9,000	\$ 41.00	\$ 9,225
340S	B2P	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 2 INCHES, TYPE PFC	SY	280	\$ 53.00	\$ 14,840	\$ 145.00	\$ 40,600	\$ 156.00	\$ 43,680
340S	B2D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 2 INCHES, TYPE D	SY	225	\$ 21.00	\$ 4,725	\$ 52.00	\$ 11,700	\$ 54.00	\$ 12,150
340S	S	CRACK SEALING	LF	22,320	\$ 0.50	\$ 11,160	\$ 2.00	\$ 44,640	\$ 1.00	\$ 22,320
430S	B	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	LF	21	\$ 100.00	\$ 2,100	\$ 30.00	\$ 630	\$ 89.00	\$ 1,869
530	6005	DRIVEWAYS (ACP)	SY	487	\$ 82.00	\$ 39,934	\$ 95.00	\$ 46,265	\$ 74.00	\$ 36,038
801S		CONSTRUCTING A DETOUR	LS	1	\$ 7,000.00	\$ 7,000	\$ 30,000.00	\$ 30,000	\$ 92,902.00	\$ 92,902
803S	MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	4	\$ 14,000.00	\$ 56,000	\$ 6,500.00	\$ 26,000	\$ 2,451.00	\$ 9,804
824S		TRAFFIC SIGNS	EA	3	\$ 900.00	\$ 2,700	\$ 950.00	\$ 2,850	\$ 611.00	\$ 1,833
871S	EW4	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 4 INCHES IN WIDTH, WHITE IN COLOR	LF	14,275	\$ 0.72	\$ 10,278	\$ 1.00	\$ 14,275	\$ 1.00	\$ 14,275
871S	EY4	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 4 INCHES IN WIDTH, YELLOW IN COLOR	LF	13,719	\$ 0.72	\$ 9,878	\$ 1.00	\$ 13,719	\$ 1.00	\$ 13,719
871S	EW24	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 24 INCHES IN WIDTH, WHITE IN COLOR	LF	207	\$ 4.75	\$ 983	\$ 6.00	\$ 1,242	\$ 26.00	\$ 5,382

CITY OF WEST LAKE HILLS BOND PROGRAM BID TABULATION - FEBURARY 1, 2024					BIDDERS					
					Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 78728 (512) 990-7640		Joe Bland Construction, L.P. 13111 Dessau Road Austin, Texas 78754		Aaron Concrete Contractors, LLC 4108 Nixon Lane Austin, Texas 78725 (512) 926-7326	
					Addenda	Bid Bond	Addenda	Bid Bond	Addenda	Bid Bond
					1,2		1,2		1,2	
					X	X	X	X	X	X
ITEMS	DESC CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
871S	F	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS ARROW, WHITE IN COLOR	EA	6	\$ 180.00	\$ 1,080	\$ 250.00	\$ 1,500	\$ 409.00	\$ 2,454
863S	4	REFLECTORIZED PAVEMENT MARKERS (TYPE II-B-B)	EA	10	\$ 18.00	\$ 180	\$ 50.00	\$ 500	\$ 17.00	\$ 170
			ROADWAY ITEMS SUBTOTAL			\$ 446,333		\$ 862,771		\$ 881,942
DRAINAGE ITEMS										
402	6001	TRENCH EXCAVATION PROTECTION	LF	281	\$ 10.00	\$ 2,810	\$ 8.00	\$ 2,248	\$ 12.00	\$ 3,372
403	6001	TEMPORARY SPL SHORING	SF	120	\$ 90.00	\$ 10,800	\$ 6.00	\$ 720	\$ 28.00	\$ 3,360
432	6032	RIPRAP (STONE PROTECTION)(15 IN)	CY	18	\$ 220.00	\$ 3,960	\$ 250.00	\$ 4,500	\$ 262.00	\$ 4,716
464	6003	RC PIPE (CL III)(18 IN)	LF	106	\$ 200.00	\$ 21,200	\$ 195.00	\$ 20,670	\$ 281.00	\$ 29,786
464	6008	RC PIPE (CL III)(36 IN)	LF	132	\$ 370.00	\$ 48,840	\$ 295.00	\$ 38,940	\$ 486.00	\$ 64,152
464	6010	RC PIPE (CL III)(48 IN)	LF	126	\$ 520.00	\$ 65,520	\$ 500.00	\$ 63,000	\$ 669.00	\$ 84,294
465	6560	INL(CMP)(PAZD-CZ)(FG)(4FTX4FT-4FTX4FT)	EA	2	\$ 9,000.00	\$ 18,000	\$ 12,000.00	\$ 24,000	\$ 12,620.00	\$ 25,240
465	6562	INL(CMP)(PAZD-CZ)(FG)(5FTX5FT-4FTX4FT)	EA	3	\$ 11,000.00	\$ 33,000	\$ 20,000.00	\$ 60,000	\$ 15,895.00	\$ 47,685
467	6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	4	\$ 3,000.00	\$ 12,000	\$ 7,500.00	\$ 30,000	\$ 2,934.00	\$ 11,736
467	6480	SET (TY II) (48 IN) (RCP) (6: 1) (P)	EA	1	\$ 8,000.00	\$ 8,000	\$ 25,000.00	\$ 25,000	\$ 32,807.00	\$ 32,807
476	6026	JACK BOR OR TUN PIPE(36 IN)(RC)(CL V)	LF	61	\$ 2,200.00	\$ 134,200	\$ 5,250.00	\$ 320,250	\$ 3,033.00	\$ 185,013
			DRAINAGE ITEMS SUBTOTAL			\$ 358,330		\$ 589,328		\$ 492,161
SW3P ITEMS										
591S	F	CONCRETE RIPRAP, 5 IN	SY	40	\$ 120.00	\$ 4,800	\$ 300.00	\$ 12,000	\$ 214.00	\$ 8,560
604S	A	NON-NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	SY	2,495	\$ 0.90	\$ 2,246	\$ 3.00	\$ 7,485	\$ 0.42	\$ 1,048
604S	E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	SY	190	\$ 1.15	\$ 219	\$ 3.00	\$ 570	\$ 1.00	\$ 190
604S	G	TOPSOIL AND SEEDBED PREPARATION	SY	2,685	\$ 17.00	\$ 45,645	\$ 10.00	\$ 26,850	\$ 4.00	\$ 10,740
604S	I	WATERING	KGAL	400	\$ 75.00	\$ 29,963	\$ 50.00	\$ 19,975	\$ 55.00	\$ 21,973
605S	A2E	SOIL RETENTION BLANKET CLASS 2 TYPE E	SY	185	\$ 6.25	\$ 1,156	\$ 12.00	\$ 2,220	\$ 9.00	\$ 1,665
605S	A2F	SOIL RETENTION BLANKET CLASS 2 TYPE F	SY	310	\$ 25.00	\$ 7,750	\$ 12.00	\$ 3,720	\$ 12.00	\$ 3,720
605S	A2H	SOIL RETENTION BLANKET CLASS 2 TYPE H	SY	275.0	\$ 26.00	\$ 7,150	\$ 12.00	\$ 3,300	\$ 14.00	\$ 3,850
606S	A	FERTILIZER	TON	0.15	\$ 5,100.00	\$ 765	\$ 3,000.00	\$ 450	\$ 2,266.00	\$ 340
610S	A	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE	LF	890	\$ 5.75	\$ 5,118	\$ 12.00	\$ 10,680	\$ 21.00	\$ 18,690
610S	E	TREE TRUNK PROTECTION (WOOD PLANKING)	EA	8	\$ 550.00	\$ 4,400	\$ 2,000.00	\$ 16,000	\$ 283.00	\$ 2,264
620S	A	FILTER FABRIC	SY	115	\$ 4.75	\$ 546	\$ 12.00	\$ 1,380	\$ 10.00	\$ 1,150
639S		ROCK BERM	LF	70	\$ 50.00	\$ 3,500	\$ 75.00	\$ 5,250	\$ 78.00	\$ 5,460
641S		STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 2,500.00	\$ 2,500	\$ 7,500.00	\$ 7,500	\$ 5,099.00	\$ 5,099
642S		SILT FENCE FOR EROSION CONTROL	LF	55	\$ 6.00	\$ 330	\$ 10.00	\$ 550	\$ 7.00	\$ 385
648S		MULCH SOCK	LF	180	\$ 15.00	\$ 2,700	\$ 20.00	\$ 3,600	\$ 11.00	\$ 1,980
			SW3P ITEMS SUBTOTAL			\$ 118,787		\$ 121,530		\$ 87,113
		WESTLAKE DR DRNG & PVMT IMPROV SUBTOTAL				\$ 923,449.43		\$ 1,573,629		\$ 1,461,216
700S	TM	TOTAL MOBILIZATION PAYMENT	LS	1	\$ 45,000.00	\$ 45,000	\$ 84,200.00	\$ 84,200	\$ 70,000.00	\$ 70,000
		WESTLAKE DR DRNG & PVMT IMPROV TOTAL				\$ 968,449.43		\$ 1,657,829		\$ 1,531,216

CITY OF WEST LAKE HILLS BOND PROGRAM BID TABULATION - FEBURARY 1, 2024					BIDDERS					
					Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 78728		Joe Bland Construction, L.P. 13111 Dessau Road Austin, Texas 78754		Aaron Concrete Contractors, LLC 4108 Nixon Lane Austin, Texas 78725	
					(512) 990-7640				(512) 926-7326	
					Addenda	Bid Bond	Addenda	Bid Bond	Addenda	Bid Bond
					1,2		1,2		1,2	
					X	X	X	X	X	X
ITEMS	DESC CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
LAUREL VALLEY DRNG & PVMT IMPROV										
ROADWAY ITEMS										
101S	B	PREPARING RIGHT-OF-WAY	STA	24	\$ 1,000.00	\$ 24,000	\$ 12,500.00	\$ 300,000	\$ 8,357.00	\$ 200,568
312S	D	SEAL COAT, COMPLETE IN PLACE	SY	5,440	\$ 7.00	\$ 38,080	\$ 19.00	\$ 103,360	\$ 7.00	\$ 38,080
315S	A	SURFACE MILLING	SY	4,640	\$ 8.00	\$ 37,120	\$ 10.00	\$ 46,400	\$ 10.00	\$ 46,400
340S	B1.5D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 1.5 INCHES, TYPE D	SY	4,640	\$ 17.00	\$ 78,880	\$ 20.00	\$ 92,800	\$ 21.00	\$ 97,440
340S	B2D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 2 INCHES, TYPE D	SY	4,670	\$ 21.00	\$ 98,070	\$ 26.00	\$ 121,420	\$ 27.00	\$ 126,090
340S	S	CRACK SEALING	LF	4,900	\$ 0.50	\$ 2,450	\$ 2.00	\$ 9,800	\$ 1.00	\$ 4,900
433S	A	TYPE I P.C. CONCRETE DRIVEWAY	SF	320	\$ 16.00	\$ 5,120	\$ 15.00	\$ 4,800	\$ 28.00	\$ 8,960
803S	MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2	\$ 12,000.00	\$ 24,000	\$ 6,500.00	\$ 13,000	\$ 2,451.00	\$ 4,902
871S	EW4	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 4 INCHES IN WIDTH, WHITE IN COLOR	LF	54	\$ 1.20	\$ 65	\$ 2.00	\$ 108	\$ 15.00	\$ 810
871S	EY4	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 4 INCHES IN WIDTH, YELLOW IN COLOR	LF	8,230	\$ 0.90	\$ 7,407	\$ 1.00	\$ 8,230	\$ 1.00	\$ 8,230
871S	EW8	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 8 INCHES IN WIDTH, WHITE IN COLOR	LF	100	\$ 1.80	\$ 180	\$ 2.00	\$ 200	\$ 15.00	\$ 1,500
871S	EW24	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 24 INCHES IN WIDTH, WHITE IN COLOR	LF	15	\$ 6.00	\$ 90	\$ 10.00	\$ 150	\$ 45.00	\$ 675
863S	4	REFLECTORIZED PAVEMENT MARKERS (TYPE II-B-B)	EA	2	\$ 18.00	\$ 36	\$ 100.00	\$ 200	\$ 17.00	\$ 34
			ROADWAY ITEMS SUBTOTAL			\$ 315,498		\$ 700,468		\$ 538,589
		LAUREL VALLEY DRNG & PVMT IMPROV SUBTOTAL				\$ 315,497.80		\$ 700,468		\$ 538,589
700S	TM	TOTAL MOBILIZATION PAYMENT	LS	1	\$ 15,000.00	\$ 15,000	\$ 37,000.00	\$ 37,000	\$ 50,000.00	\$ 50,000
		LAUREL VALLEY DRNG & PVMT IMPROV TOTAL				\$ 330,497.80		\$ 737,468		\$ 588,589
YAUPON VALLEY DRNG & PVMT IMPROV										
ROADWAY ITEMS										
101S	B	PREPARING RIGHT-OF-WAY	STA	12	\$ 6,000.00	\$ 72,000	\$ 12,500.00	\$ 150,000	\$ 8,357.00	\$ 100,284
120S	A	CHANNEL EXCAVATION	CY	270	\$ 60.00	\$ 16,200	\$ 30.00	\$ 8,100	\$ 181.00	\$ 48,870
201S		SUBGRADE PREPARATION	SY	255	\$ 29.00	\$ 7,395	\$ 10.00	\$ 2,550	\$ 8.00	\$ 2,040
210S	A	FLEXIBLE BASE	CY	75	\$ 150.00	\$ 11,250	\$ 150.00	\$ 11,250	\$ 173.00	\$ 12,975
306S		PRIME COAT	GAL	50	\$ 13.00	\$ 650	\$ 8.00	\$ 400	\$ 9.00	\$ 450
307S		TACK COAT	GAL	30	\$ 15.00	\$ 450	\$ 8.00	\$ 240	\$ 9.00	\$ 270
315S	A	SURFACE MILLING	SY	3,845	\$ 8.50	\$ 32,683	\$ 10.00	\$ 38,450	\$ 10.00	\$ 38,450
340S	B1.5D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 1.5 INCHES, TYPE D	SY	4,095	\$ 16.00	\$ 65,520	\$ 20.00	\$ 81,900	\$ 21.00	\$ 85,995
340S	B2D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 2 INCHES, TYPE D	SY	4,095	\$ 20.00	\$ 81,900	\$ 26.00	\$ 106,470	\$ 27.00	\$ 110,565
433S	A	TYPE I P.C. CONCRETE DRIVEWAY	SF	195	\$ 20.00	\$ 3,900	\$ 15.00	\$ 2,925	\$ 112.00	\$ 21,840
530	6005	DRIVEWAYS (ACP)	SY	150	\$ 90.00	\$ 13,500	\$ 95.00	\$ 14,250	\$ 71.00	\$ 10,650
801S		CONSTRUCTING A DETOUR	LS	1	\$ 95,000.00	\$ 95,000	\$ 28,050.00	\$ 28,050	\$ 92,902.00	\$ 92,902
803S	MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2	\$ 20,000.00	\$ 40,000	\$ 6,500.00	\$ 13,000	\$ 2,451.00	\$ 4,902
871S	EY4	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 4 INCHES IN WIDTH, YELLOW IN COLOR	LF	3,525	\$ 0.95	\$ 3,349	\$ 1.00	\$ 3,525	\$ 2.00	\$ 7,050

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					Addenda	Bid Bond	Addenda	Bid Bond	Addenda	Bid Bond
					1,2		1,2		1,2	
					X	X	X	X	X	X
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
ITEMS	DESC CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
871S	EW24	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 24 INCHES IN WIDTH, WHITE IN COLOR	LF	30	\$ 5.50	\$ 165	\$ 6.00	\$ 180	\$ 45.00	\$ 1,350
863S	4	REFLECTORIZED PAVEMENT MARKERS (TYPE II-B-B)	EA	3	\$ 31.00	\$ 93	\$ 100.00	\$ 300	\$ 17.00	\$ 51
			ROADWAY ITEMS SUBTOTAL			\$ 444,054		\$ 461,590		\$ 538,644
DRAINAGE ITEMS										
509S	1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	LF	634	\$ 5.00	\$ 3,170	\$ 10.00	\$ 6,340	\$ 12.00	\$ 7,608
510	AW6"DIA	PIPE, 6" DIA. PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	125	\$ 135.00	\$ 16,875	\$ 150.00	\$ 18,750	\$ 210.00	\$ 26,250
510	AW12"DIA	PIPE, 12" DIA. PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	509	\$ 182.00	\$ 92,638	\$ 250.00	\$ 127,250	\$ 300.00	\$ 152,700
510	KW	DUCTILE IRON FITTINGS	TON	1.3	\$ 20,000.00	\$ 26,000	\$ 10,000.00	\$ 13,000	\$ 29,732.00	\$ 38,652
510-JR	6X6 DIA.	WET CONNECTIONS, 6" DIA. X 6" DIA.	EA	6	\$ 4,500.00	\$ 27,000	\$ 12,500.00	\$ 75,000	\$ 4,079.00	\$ 24,474
510-JR	12X12 DIA.	WET CONNECTIONS, 12" DIA. X 12" DIA.	EA	6	\$ 5,000.00	\$ 30,000	\$ 17,500.00	\$ 105,000	\$ 6,486.00	\$ 38,916
402	6001	TRENCH EXCAVATION PROTECTION	LF	437	\$ 5.00	\$ 2,185	\$ 10.00	\$ 4,370	\$ 7.00	\$ 3,059
403	6001	TEMPORARY SPL SHORING	SF	140	\$ 60.00	\$ 8,400	\$ 6.00	\$ 840	\$ 29.00	\$ 4,060
432	6032	RIPRAP (STONE PROTECTION)(15 IN)	CY	29.6	\$ 212.00	\$ 6,275	\$ 250.00	\$ 7,400	\$ 262.00	\$ 7,755
462	6007	CONC BOX CULV (5 FT X 3 FT)	LF	41	\$ 1,300.00	\$ 53,300	\$ 995.00	\$ 40,795	\$ 1,338.00	\$ 54,858
464	6003	RC PIPE (CL III)(18 IN)	LF	42	\$ 200.00	\$ 8,400	\$ 195.00	\$ 8,190	\$ 177.00	\$ 7,434
464	6005	RC PIPE (CL III)(24 IN)	LF	284	\$ 220.00	\$ 62,480	\$ 225.00	\$ 63,900	\$ 226.00	\$ 64,184
464	6007	RC PIPE (CL III)(30 IN)	LF	47	\$ 270.00	\$ 12,690	\$ 300.00	\$ 14,100	\$ 375.00	\$ 17,625
464	6008	RC PIPE (CL III)(36 IN)	LF	3	\$ 310.00	\$ 930	\$ 350.00	\$ 1,050	\$ 518.00	\$ 1,554
464	6009	RC PIPE (CL III)(42 IN)	LF	37	\$ 350.00	\$ 12,950	\$ 475.00	\$ 17,575	\$ 609.00	\$ 22,533
465	6558	INL(CMP)(PAZD-CZ)(FG)(3FTX3FT-3FTX3FT)	EA	2	\$ 7,500.00	\$ 15,000	\$ 9,500.00	\$ 19,000	\$ 9,529.00	\$ 19,058
465	6560	INL(CMP)(PAZD-CZ)(FG)(4FTX4FT-4FTX4FT)	EA	5	\$ 9,000.00	\$ 45,000	\$ 12,500.00	\$ 62,500	\$ 11,970.00	\$ 59,850
465	6562	INL(CMP)(PAZD-CZ)(FG)(5FTX5FT-4FTX4FT)	EA	1	\$ 11,000.00	\$ 11,000	\$ 20,000.00	\$ 20,000	\$ 16,504.00	\$ 16,504
466	6005	HEADWALL (CH - FW - 0) (DIA= 24 IN)	EA	1	\$ 14,000.00	\$ 14,000	\$ 8,500.00	\$ 8,500	\$ 5,665.00	\$ 5,665
466	6010	HEADWALL (CH - FW - 0) (DIA= 42 IN)	EA	1	\$ 19,000.00	\$ 19,000	\$ 18,500.00	\$ 18,500	\$ 12,038.00	\$ 12,038
466	6209	WINGWALL (SW - 0) (HW=6 FT)	EA	1	\$ 23,000.00	\$ 23,000	\$ 30,000.00	\$ 30,000	\$ 19,828.00	\$ 19,828
467	6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	2	\$ 2,000.00	\$ 4,000	\$ 7,500.00	\$ 15,000	\$ 2,935.00	\$ 5,870
467	6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	EA	1	\$ 4,000.00	\$ 4,000	\$ 9,500.00	\$ 9,500	\$ 4,537.00	\$ 4,537
556	6008	PIPE UNDERDRAINS (TY 8) (6")	LF	38	\$ 80.00	\$ 3,040	\$ 200.00	\$ 7,600	\$ 234.00	\$ 8,892
560	6001	MAILBOXINSTALL-S(TWG-POST) TY 1	LF	5	\$ 1,800.00	\$ 9,000	\$ 10,000.00	\$ 50,000	\$ 742.00	\$ 3,710
			DRAINAGE ITEMS SUBTOTAL			\$ 510,333		\$ 744,160		\$ 627,614
SW3P ITEMS										
591S	F5	CONCRETE RIPRAP, 5 IN	SY	340	\$ 102.00	\$ 34,680	\$ 300.00	\$ 102,000	\$ 214.00	\$ 72,760
604S	B	NON-NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	SY	1,495	\$ 0.90	\$ 1,346	\$ 3.00	\$ 4,485	\$ 1.00	\$ 1,495
604S	G	TOPSOIL AND SEEDBED PREPARATION	SY	1,495	\$ 17.00	\$ 25,415	\$ 10.00	\$ 14,950	\$ 4.00	\$ 5,980
604S	I	WATERING	KGAL	222.5	\$ 75.00	\$ 16,688	\$ 50.00	\$ 11,125	\$ 55.00	\$ 12,238

CITY OF WEST LAKE HILLS BOND PROGRAM BID TABULATION - FEBURARY 1, 2024					BIDDERS					
					Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 78728 (512) 990-7640		Joe Bland Construction, L.P. 13111 Dessau Road Austin, Texas 78754		Aaron Concrete Contractors, LLC 4108 Nixon Lane Austin, Texas 78725 (512) 926-7326	
					Addenda	Bid Bond	Addenda	Bid Bond	Addenda	Bid Bond
					1,2		1,2		1,2	
					X	X	X	X	X	X
ITEMS	DESC CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
605S	A2F	SOIL RETENTION BLANKET CLASS 2 TYPE F	SY	360	\$ 25.00	\$ 9,000	\$ 12.00	\$ 4,320	\$ 12.00	\$ 4,320
605S	A2H	SOIL RETENTION BLANKET CLASS 2 TYPE H	SY	135	\$ 26.00	\$ 3,510	\$ 12.00	\$ 1,620	\$ 12.00	\$ 1,620
606S	A	FERTILIZER	TON	0.10	\$ 5,100.00	\$ 510	\$ 3,000.00	\$ 300	\$ 2,266.00	\$ 227
610S	A	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE	LF	890	\$ 5.75	\$ 5,118	\$ 12.00	\$ 10,680	\$ 9.00	\$ 8,010
610S	E	TREE TRUNK PROTECTION (WOOD PLANKING)	EA	20	\$ 550.00	\$ 11,000	\$ 2,000.00	\$ 40,000	\$ 283.00	\$ 5,660
620S	A	FILTER FABRIC	SY	395	\$ 4.75	\$ 1,876	\$ 12.00	\$ 4,740	\$ 4.00	\$ 1,580
639S		ROCK BERM	LF	75	\$ 50.00	\$ 3,750	\$ 75.00	\$ 5,625	\$ 78.00	\$ 5,850
641S		STABILIZED CONSTRUCTION ENTRANCE	EA	4	\$ 2,500.00	\$ 10,000	\$ 7,500.00	\$ 30,000	\$ 3,682.00	\$ 14,728
642S		SILT FENCE FOR EROSION CONTROL	LF	195	\$ 6.00	\$ 1,170	\$ 10.00	\$ 1,950	\$ 7.00	\$ 1,365
648S		MULCH SOCK	LF	215	\$ 15.00	\$ 3,225	\$ 20.00	\$ 4,300	\$ 12.00	\$ 2,580
			SW3P ITEMS SUBTOTAL			\$ 127,287		\$ 236,095		\$ 138,412
		YAUPON VALLEY DRNG & PVMT IMPROV SUBTOTAL				\$ 1,081,674.20		\$ 1,441,845		\$ 1,304,670
700S	TM	TOTAL MOBILIZATION PAYMENT	LS	1	\$ 45,000.00	\$ 45,000	\$ 95,000.00	\$ 95,000	\$ 55,000.00	\$ 55,000
		YAUPON VALLEY DRNG & PVMT IMPROV TOTAL				\$ 1,126,674.20		\$ 1,536,845		\$ 1,359,670
REDBUD TRAIL DRNG & PVMT IMPROV										
ROADWAY ITEMS										
101S	B	PREPARING RIGHT-OF-WAY	STA	54	\$ 2,000.00	\$ 108,000	\$ 12,500.00	\$ 675,000	\$ 8,357.00	\$ 451,278
110S	A	STREET EXCAVATION	CY	485	\$ 50.00	\$ 24,250	\$ 30.00	\$ 14,550	\$ 181.00	\$ 87,785
120S	A	CHANNEL EXCAVATION	CY	720	\$ 60.00	\$ 43,200	\$ 30.00	\$ 21,600	\$ 107.00	\$ 77,040
132S	A	EMBANKMENT	CY	60	\$ 100.00	\$ 6,000	\$ 20.00	\$ 1,200	\$ 205.00	\$ 12,300
201S		SUBGRADE PREPARATION	SY	1,700	\$ 8.00	\$ 13,600	\$ 10.00	\$ 17,000	\$ 8.00	\$ 13,600
210S	A	FLEXIBLE BASE	CY	600	\$ 80.00	\$ 48,000	\$ 90.00	\$ 54,000	\$ 173.00	\$ 103,800
306S		PRIME COAT	GAL	345	\$ 7.00	\$ 2,415	\$ 8.00	\$ 2,760	\$ 9.00	\$ 3,105
307S		TACK COAT	GAL	1,620	\$ 7.00	\$ 11,340	\$ 8.00	\$ 12,960	\$ 9.00	\$ 14,580
312S	D	SEAL COAT, COMPLETE IN PLACE	SY	24,215	\$ 7.00	\$ 169,505	\$ 19.00	\$ 460,085	\$ 20.00	\$ 484,300
315S	A	SURFACE MILLING	SY	7,255	\$ 8.50	\$ 61,668	\$ 10.00	\$ 72,550	\$ 10.00	\$ 72,550
340S	B1.5D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 1.5 INCHES, TYPE D	SY	8,955	\$ 16.00	\$ 143,280	\$ 20.00	\$ 179,100	\$ 21.00	\$ 188,055
340S	B2D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 2 INCHES, TYPE D	SY	8,955	\$ 20.00	\$ 179,100	\$ 26.00	\$ 232,830	\$ 27.00	\$ 241,785
340S	S	CRACK SEALING	LF	29,425	\$ 0.50	\$ 14,713	\$ 2.00	\$ 58,850	\$ 1.00	\$ 29,425
433S	A	TYPE I P.C. CONCRETE DRIVEWAY	SF	555	\$ 16.00	\$ 8,880	\$ 15.00	\$ 8,325	\$ 112.00	\$ 62,160
803S	MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	6	\$ 11,000.00	\$ 66,000	\$ 6,500.00	\$ 39,000	\$ 2,451.00	\$ 14,706
824S		TRAFFIC SIGNS	EA	8	\$ 600.00	\$ 4,800	\$ 750.00	\$ 6,000	\$ 611.00	\$ 4,888
871S	EW4	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 4 INCHES IN WIDTH, WHITE IN COLOR	LF	23,055	\$ 0.72	\$ 16,600	\$ 1.00	\$ 23,055	\$ 1.00	\$ 23,055
871S	EY4	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 4 INCHES IN WIDTH, YELLOW IN COLOR	LF	22,670	\$ 0.72	\$ 16,322	\$ 1.00	\$ 22,670	\$ 1.00	\$ 22,670
871S	EW8	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 8 INCHES IN WIDTH, WHITE IN COLOR	LF	170	\$ 1.50	\$ 255	\$ 2.00	\$ 340	\$ 10.00	\$ 1,700

CITY OF WEST LAKE HILLS BOND PROGRAM BID TABULATION - FEBURARY 1, 2024					BIDDERS					
					Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 78728 (512) 990-7640		Joe Bland Construction, L.P. 13111 Dessau Road Austin, Texas 78754		Aaron Concrete Contractors, LLC 4108 Nixon Lane Austin, Texas 78725 (512) 926-7326	
					Addenda	Bid Bond	Addenda	Bid Bond	Addenda	Bid Bond
					1,2		1,2		1,2	
					X	X	X	X	X	X
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
ITEMS	DESC CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
871S	EW24	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS 24 INCHES IN WIDTH, WHITE IN COLOR	LF	285	\$ 4.75	\$ 1,354	\$ 6.00	\$ 1,710	\$ 37.00	\$ 10,545
871S	F	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS ARROW, WHITE IN COLOR	EA	2	\$ 150.00	\$ 300	\$ 250.00	\$ 500	\$ 335.00	\$ 670
871S	G	REFLECTORIZED TYPE II PAINT PAVEMENT MARKINGS WORDS, WHITE IN COLOR	EA	2	\$ 180.00	\$ 360	\$ 300.00	\$ 600	\$ 446.00	\$ 892
863S	4	REFLECTORIZED PAVEMENT MARKERS (TYPE II-B-B)	EA	21	\$ 18.00	\$ 378	\$ 100.00	\$ 2,100	\$ 446.00	\$ 9,366
658	6048	INSTL OM ASSM (OM-2Z)(FLX)GND	EA	27	\$ 275.00	\$ 7,425	\$ 500.00	\$ 13,500	\$ 204.00	\$ 5,508
			ROADWAY ITEMS SUBTOTAL			\$ 947,744		\$ 1,920,285		\$ 1,935,763
DRAINAGE ITEMS										
504S	1RM	REPOSITIONING & ADJUSTING WATER METERS	EA	6	\$ 1,600.00	\$ 9,600	\$ 3,000.00	\$ 18,000	\$ 3,455.00	\$ 20,730
504S	3W	ADJUSTING WATER VALVE BOXES TO GRADE	EA	6	\$ 1,000.00	\$ 6,000	\$ 5,000.00	\$ 30,000	\$ 1,174.00	\$ 7,044
509S	1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	LF	61	\$ 20.00	\$ 1,220	\$ 10.00	\$ 610	\$ 11.00	\$ 671
510	AW6"DIA	PIPE, 6" DIA. PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	61	\$ 155.00	\$ 9,455	\$ 175.00	\$ 10,675	\$ 210.00	\$ 12,810
510	KW	DUCTILE IRON FITTINGS	TON	0.1	\$ 20,000.00	\$ 2,000	\$ 10,000.00	\$ 1,000	\$ 29,726.00	\$ 2,973
510-JR	12X12 DIA.	WET CONNECTIONS, 12" DIA. X 12" DIA.	EA	2	\$ 5,000.00	\$ 10,000	\$ 17,500.00	\$ 35,000	\$ 6,486.00	\$ 12,972
511	B	FIRE HYDRANTS	EA	7	\$ 11,000.00	\$ 77,000	\$ 12,500.00	\$ 87,500	\$ 12,385.00	\$ 86,695
402	6001	TRENCH EXCAVATION PROTECTION	LF	971	\$ 1.00	\$ 971	\$ 10.00	\$ 9,710	\$ 12.00	\$ 11,652
432	6031	RIPRAP (STONE PROTECTION)(12 IN)	CY	9	\$ 212.00	\$ 1,908	\$ 240.00	\$ 2,160	\$ 262.00	\$ 2,358
432	6032	RIPRAP (STONE PROTECTION)(15 IN)	CY	8	\$ 215.00	\$ 1,720	\$ 250.00	\$ 2,000	\$ 262.00	\$ 2,096
432	6033	RIPRAP (STONE PROTECTION)(18 IN)	CY	17	\$ 265.00	\$ 4,505	\$ 300.00	\$ 5,100	\$ 276.00	\$ 4,692
462	6003	CONC BOX CULV (4 FT X 2 FT)	LF	39	\$ 930.00	\$ 36,270	\$ 820.00	\$ 31,980	\$ 1,173.00	\$ 45,747
464	6003	RC PIPE (CL III)(18 IN)	LF	1,017	\$ 162.00	\$ 164,754	\$ 195.00	\$ 198,315	\$ 177.00	\$ 180,009
464	6005	RC PIPE (CL III)(24 IN)	LF	113	\$ 210.00	\$ 23,730	\$ 225.00	\$ 25,425	\$ 226.00	\$ 25,538
465	6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	6	\$ 7,100.00	\$ 42,600	\$ 9,500.00	\$ 57,000	\$ 7,030.00	\$ 42,180
465	6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	EA	2	\$ 8,000.00	\$ 16,000	\$ 12,500.00	\$ 25,000	\$ 11,971.00	\$ 23,942
466	6005	HEADWALL (CH - FW - 0) (DIA= 24 IN)	EA	2	\$ 10,000.00	\$ 20,000	\$ 8,000.00	\$ 16,000	\$ 9,206.00	\$ 18,412
466	6095	HEADWALL (CH - PW - 0) (DIA= 18 IN)	EA	2	\$ 8,000.00	\$ 16,000	\$ 6,000.00	\$ 12,000	\$ 7,789.00	\$ 15,578
466	6097	HEADWALL (CH - PW - 0) (DIA= 24 IN)	EA	1	\$ 9,000.00	\$ 9,000	\$ 8,000.00	\$ 8,000	\$ 12,038.00	\$ 12,038
466	6164	WINGWALL (FW - S) (HW=3 FT)	EA	2	\$ 15,000.00	\$ 30,000	\$ 38,950.00	\$ 77,900	\$ 7,081.00	\$ 14,162
560	6001	MAILBOXINSTALL-S(TWG-POST) TY 1	EA	2	\$ 1,800.00	\$ 3,600	\$ 5,000.00	\$ 10,000	\$ 742.00	\$ 1,484
			DRAINAGE ITEMS SUBTOTAL			\$ 486,333		\$ 663,375		\$ 543,783
SW3P ITEMS										
591S	F5	CONCRETE RIPRAP, 5 IN	SY	1,640	\$ 75.00	\$ 123,000	\$ 300.00	\$ 492,000	\$ 210.00	\$ 344,400
604S	B	NON-NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	SY	5,920	\$ 0.90	\$ 5,328	\$ 3.00	\$ 17,760	\$ 1.00	\$ 5,920
604S	G	TOPSOIL AND SEEDBED PREPARATION	SY	5,920	\$ 17.00	\$ 100,640	\$ 10.00	\$ 59,200	\$ 4.00	\$ 23,680
604S	I	WATERING	KGAL	880.9	\$ 75.00	\$ 66,068	\$ 50.00	\$ 44,045	\$ 55.00	\$ 48,450
605S	A2E	SOIL RETENTION BLANKET CLASS 2 TYPE E	SY	460	\$ 6.00	\$ 2,760	\$ 12.00	\$ 5,520	\$ 13.00	\$ 5,980

CITY OF WEST LAKE HILLS BOND PROGRAM BID TABULATION - FEBURARY 1, 2024					BIDDERS											
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					Addenda		Bid Bond		Addenda		Bid Bond		Addenda		Bid Bond	
					1,2				1,2				1,2			
					X		X		X		X		X		X	
					ITEMS		DESC CODE	ITEM DESCRIPTION		UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST
605S		A2F	SOIL RETENTION BLANKET CLASS 2 TYPE F		SY	15	\$ 25.00	\$ 375	\$ 12.00	\$ 180	\$ 13.00	\$ 195				
606S		A	FERTILIZER		TON	0.35	\$ 5,100.00	\$ 1,785	\$ 3,000.00	\$ 1,050	\$ 2,266.00	\$ 793				
610S		A	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE		LF	1,095	\$ 5.50	\$ 6,023	\$ 12.00	\$ 13,140	\$ 9.00	\$ 9,855				
610S		E	TREE TRUNK PROTECTION (WOOD PLANKING)		EA	17	\$ 550.00	\$ 9,350	\$ 2,000.00	\$ 34,000	\$ 283.00	\$ 4,811				
620S		A	FILTER FABRIC		SY	1,680	\$ 4.50	\$ 7,560	\$ 12.00	\$ 20,160	\$ 4.00	\$ 6,720				
639S			ROCK BERM		LF	135	\$ 50.00	\$ 6,750	\$ 75.00	\$ 10,125	\$ 78.00	\$ 10,530				
641S			STABILIZED CONSTRUCTION ENTRANCE		EA	6	\$ 2,500.00	\$ 15,000	\$ 7,500.00	\$ 45,000	\$ 3,682.00	\$ 22,092				
642S			SILT FENCE FOR EROSION CONTROL		LF	280	\$ 6.00	\$ 1,680	\$ 10.00	\$ 2,800	\$ 7.00	\$ 1,960				
648S			MULCH SOCK		LF	320	\$ 15.00	\$ 4,800	\$ 20.00	\$ 6,400	\$ 12.00	\$ 3,840				
			SW3P ITEMS SUBTOTAL				\$ 351,118		\$ 751,380		\$ 489,226					
			REDBUD TRAIL DRNG & PVMT IMPROV SUBTOTAL				\$ 1,785,194.75		\$ 3,335,040		\$ 2,968,771					
700S		TM	TOTAL MOBILIZATION PAYMENT		LS	1	\$ 70,000.00	\$ 70,000	\$ 175,000.00	\$ 175,000	\$ 125,000.00	\$ 125,000				
			REDBUD TRAIL DRNG & PVMT IMPROV TOTAL				\$ 1,855,194.75		\$ 3,510,040		\$ 3,093,771					
BASE BID TOTAL								\$ 7,925,930.93		\$ 11,932,420		\$ 12,162,532				
BID ALTERNATIVE 1																
YAUPON VALLEY PVMT MAINTANENCE																
307S			TACK COAT		GAL	20	\$ 17.00	\$ 340	\$ 2.00	\$ 40	\$ 7.00	\$ 140				
315S		A	SURFACE MILLING		SY	115	\$ 9.00	\$ 1,035	\$ 90.00	\$ 10,350	\$ 120.00	\$ 13,800				
340S		B15D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 1.5 INCHES, TYPE D		SY	115	\$ 17.00	\$ 1,955	\$ 50.00	\$ 5,750	\$ 79.00	\$ 9,085				
340S		B2D	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 2 INCHES, TYPE D		SY	115	\$ 21.00	\$ 2,415	\$ 70.00	\$ 8,050	\$ 98.00	\$ 11,270				
863S		4	REFLECTORIZED PAVEMENT MARKERS (TYPE II-B-B)		EA	1	\$ 61.00	\$ 61	\$ 100.00	\$ 100	\$ 17.00	\$ 17				
YAUPON VALLEY PVMT MAINTANENCE SUBTOTAL									\$ 5,806		\$ 24,290		\$ 34,312			
700S		TM	TOTAL MOBILIZATION PAYMENT		LS	1	\$ 3,000.00	\$ 3,000	\$ 2,500.00	\$ 2,500	\$ 5,000.00	\$ 5,000				
			YAUPON VALLEY PVMT MAINTANENCE TOTAL				\$ 8,806		\$ 26,790		\$ 39,312					
BID ALTERNATIVE 1 TOTAL								\$ 8,806		\$ 26,790		\$ 39,312				

CITY OF WEST LAKE HILLS BOND PROGRAM BID TABULATION - FEBURARY 1, 2024					BIDDERS						
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					(512) 990-7640				(512) 926-7326		
					Addenda	Bid Bond	Addenda	Bid Bond	Addenda	Bid Bond	
					1,2		1,2		1,2		
					X	X	X	X	X	X	
ITEMS	DESC CODE	ITEM DESCRIPTION		UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST

EANES CREEK LOW WATER CROSSINGS	\$3,645,115	\$4,490,238	\$5,589,285
WESTLAKE DR DRNG & PVMT IMPROV	\$968,449	\$1,657,829	\$1,531,216
LAUREL VALLEY DRNG & PVMT IMPROV	\$330,498	\$737,468	\$588,589
YAUPON VALLEY DRNG & PVMT IMPROV	\$1,126,674	\$1,536,845	\$1,359,670
REDBUD TRAIL DRNG & PVMT IMPROV	\$1,855,195	\$3,510,040	\$3,093,771
SUBTOTAL	\$7,925,931	\$11,932,420	\$12,162,532
BASE BID CONSTRUCTION COST	\$7,925,930.93	\$11,932,420	\$12,162,532
YAUPON VALLEY PVMT MAINTANENCE	\$8,806	\$26,790	\$39,312
SUBTOTAL	\$8,806	\$26,790	\$39,312
ALTERNATIVE BID # 1 CONSTRUCTION COST	\$8,806	\$26,790	\$39,312
TOTAL CONSTRUCTION COST	\$7,934,736.93	\$11,959,210	\$12,201,844

Denotes mathematical error

Victoria M Ortega



2/5/2024



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>February 14, 2024</u>	Item Number:	<u>7</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u>\$185,948.00 / \$85,000</u>
	<u>Bid Tabulation – Gateway Sign</u>		
Exhibits:	<u>Plan Sheets L1-L3</u>	Source of Funds:	<u>FY 24, General Fund</u>

Subject

Discuss and consider action on bid award for the West Lake Hills Gateway Sign located at the northwest corner of Bee Cave Road and Rollingwood Drive.

Recommendation

Staff recommend rejecting all bids, directing staff to modify the scope of the project to better align with the availability of funds.

Discussion

The City issued a request for bids on January 4 and 11, 2024 for the construction of a gateway sign at the northwest corner of Bee Cave Road and Rollingwood Drive, replacing the existing sign.

Four bids were received by 10:00 a.m. on February 1, 2024, and the bids were opened immediately after the deadline for the construction of the proposed gateway sign on February 1. The apparent low bidder was Southwest Monument & Sign in the amount of \$185,948.00.

Funding (\$85,000.00) for the design and construction of a gateway sign at the corner of Bee Cave Road and Rollingwood Drive were included in the FY 23 budget. Sitio Design Group (Curt Arnette) was selected to provide a design generally consistent with that of the gateway sign located at the Westlake Drive / Redbud Trail intersection, also of his design.

Encroachment into the TxDOT right of way and proximity to fiber optic lines have been resolved and the City has received clearances from AT&T, TxDOT and the property owner to install the new sign.



BID OPENING FOR: 24-003 West Lake Hills Gateway Sign

DATE: February 1, 2024

TIME: 10:00 A.M.

PLACE: West Lake Hills City Hall, 911 Westlake Drive, West Lake Hills, TX 78746 (Council Chambers)

BID NAME	BID INFORMATION	
	Amount	Comments
Dig Dug Construction LLC	\$209,166.76	
Southwest Monument + Sign	\$185,948.00	
UTZ Environmental Services	\$285,891.30	
Cr - Creek Inc	\$254,500.00	

Attendees:

PRINTED NAME	SIGNATURE	COMPANY	CONTACT INFO



BID OPENING FOR: 24-003 West Lake Hills Gateway Sign

DATE: February 1, 2024

TIME: 10:00 A.M.

PLACE: West Lake Hills City Hall, 911 Westlake Drive, West Lake Hills, TX 78746 (Council Chambers)

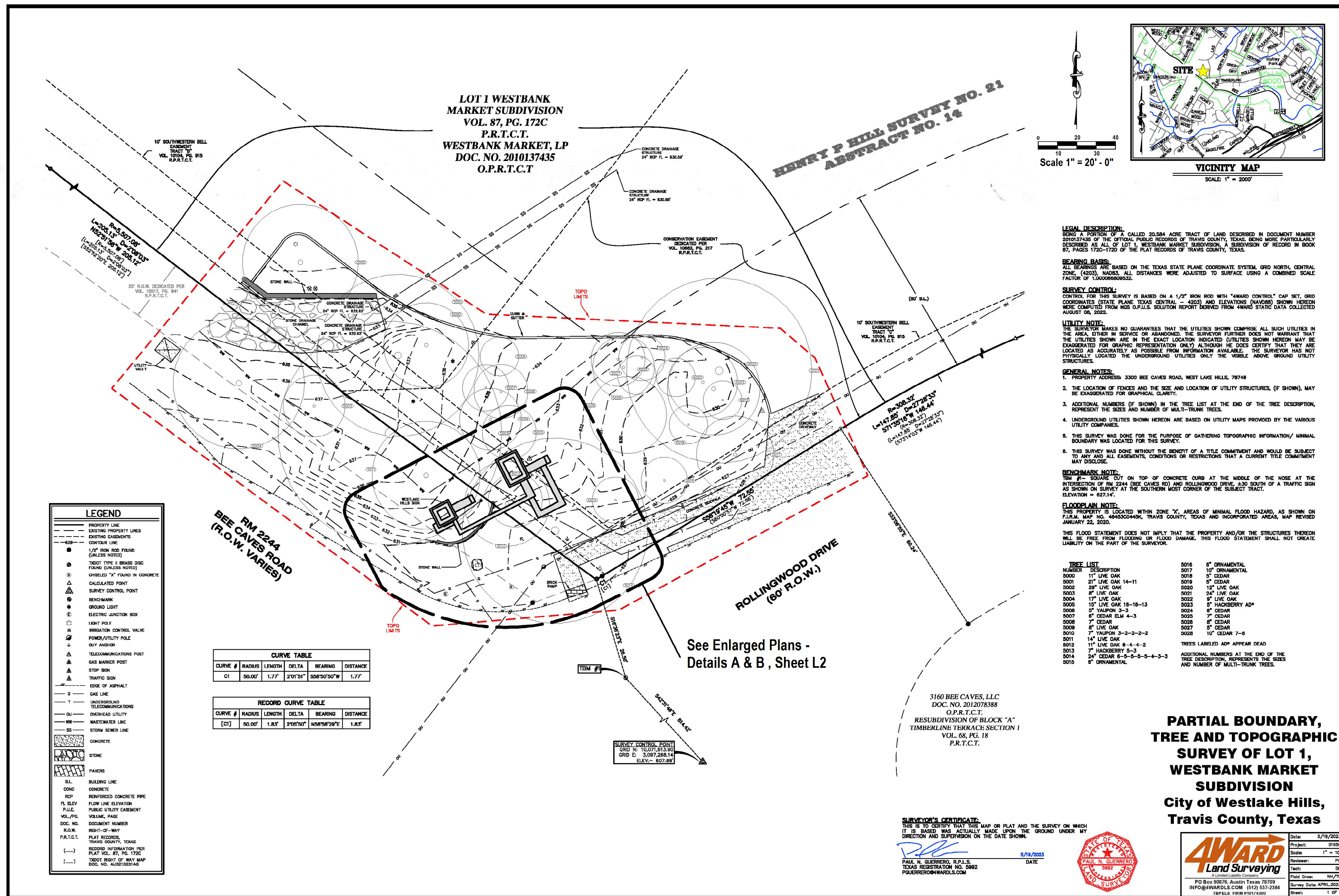
BID NAME	BID INFORMATION	
	Amount	Comments
Dig Day		
South West Monument & Sign Remove		
JTC Environmental Services		
G. Crack		

Attendees:

PRINTED NAME	SIGNATURE	COMPANY	CONTACT INFO
Dwight Tott	Dwight Tott	Southwest Monument	512-331-1522



Monument Sign Concept Sketch



General Notes

Site Plan Survey. The hardscape plan is based on existing site contours and existing conditions shown on a survey provided by 4Ward Land Surveying on 5/19/2023. Final grades may be modified in the field by the Landscape Architect, as required to adequately drain the site. The contractor shall be responsible to notify the Landscape Architect where field conditions are encountered that deviate from the plans.

Familiarization with Jobsite. Landscape contractors should thoroughly familiarize themselves with the working area as it relates to the Construction Documents prior to the commencement of any construction activity and notify the Landscape Architect where discrepancies are encountered. **Contractor to verify the location of underground utilities prior to any excavation.**

Protection of Existing Vegetation. Existing trees scheduled to remain should be protected from injury or damage to roots, trunks, or branches by placing tree protection fencing in areas shown on plan. Damaged trees or vegetation to be repaired immediately in a manner acceptable to the Landscape Architect. Irreparably damaged trees or shrubs must be replaced with ones of similar size and shape at the expense of the Contractor. A value to be determined in accordance with the tree evaluation formula as described in "A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs and Evergreens", published by the International Society of Arboriculture.

Treatment of Existing Weeds. Existing stands of bermudagrass, johnsongrass, nuttallgrass, and noxious weeds to be treated with herbicide before construction begins. Nuttallgrass to be treated with "Image" or "Manage". Other weeds to be treated with "Finale", "Roundup", or equal herbicide. Use care not to overspray onto existing vegetation to remain. Treatment shall be in strict accordance with manufacturer's specifications and shall be accomplished to allow sufficient time for a complete kill prior to starting any soil preparation.

Clearing, Grubbing and Trimming. Remove plants, undergrowth, other vegetation and debris from the site except items indicated to remain. Strip weeds and grass. Rototill to a depth of 4" in areas where soil has been compacted during construction. Use hand methods for grubbing inside the dripline of trees to remain. Strip grass materials to a maximum depth of 1" under tree canopies. Remove stumps to a depth of 15" below existing grade. Interfering branches of trees scheduled to remain may be removed as approved by Landscape Architect.

Grading and Earthwork. Contractor to ensure positive drainage. Planting mix to be added to fill any depression that may hold excess moisture. Planting mix to be added to any planting area that has less than 6" of existing soil in order to achieve a 6" minimum soil profile after soil settlement. Minimize the addition of planting mix under dripline of existing trees. Final grading to be approved by Landscape Architect.

Concrete. Structural concrete shall be 3,000 psi minimum. All structural concrete to be reinforced as indicated on cross-sectional details. Footings to be formed with form boards level with level stepdowns to accomodate CMU stem walls.

Rebar. Concrete reinforcement bars shall conform to ASTM A615, Grade 60. All spliced rebar shall have minimum lap splices as follows and alternating rebar splices shall be staggered minimum of one splice length apart. Rebar splice lengths: #3 = 1'-9" splice, #4 = 2'-4" splice, #5 = 3'-0" splice.

Stone Walls. Stone walls to be composed of 40% Oklahoma Builders, 25% Brown Ozark Builders, 15% Pecos Tan (Oklahoma) Patio, 10% Mill Creek Builders, and 10% Oklahoma Beam Rocks. Stone to be laid in horizontal layers as indicated on elevational details. Hold back mortar from face of wall to give the appearance of being dry-laid. A 3' x 5' mock-up panel to be constructed on site for approval by Owner and Landscape Architect before proceeding with work. Mock-up panel to remain in place until masonry work is completed. Boulders to be natural gray limestone laid in horizontal layers to emulate natural strata. See photo on Sheet L3 for an example.

Signage Lettering. Lettering for the steel plate sign to be 12" ht. x 1/2" silver acrylic letters with 1/2" standoffs. The font to be 'Neutraface'. For design detailing, production and installation contact : Ten400,LLC; Elizabeth Williams, (512)-913-3784.

French Drain. French drain behind retaining wall to be comprised of a 4" perforated flexible pipe at base of wall. Slope pipe to daylight through wall as shown on plan. Surround pipe with 3/4" - 1 1/2" diameter washed river rock. Surround gravel with soil filter fabric to separate gravel from soil material.

Metal Work. Steel plate sign to be fabricated as shown on drawings. All welds to be on back side of plate and ground smooth. Plate to be installed by welder.

Lighting. Provide 3/4" electrical conduit to all lighting locations shown on plan, including medallion and sign.

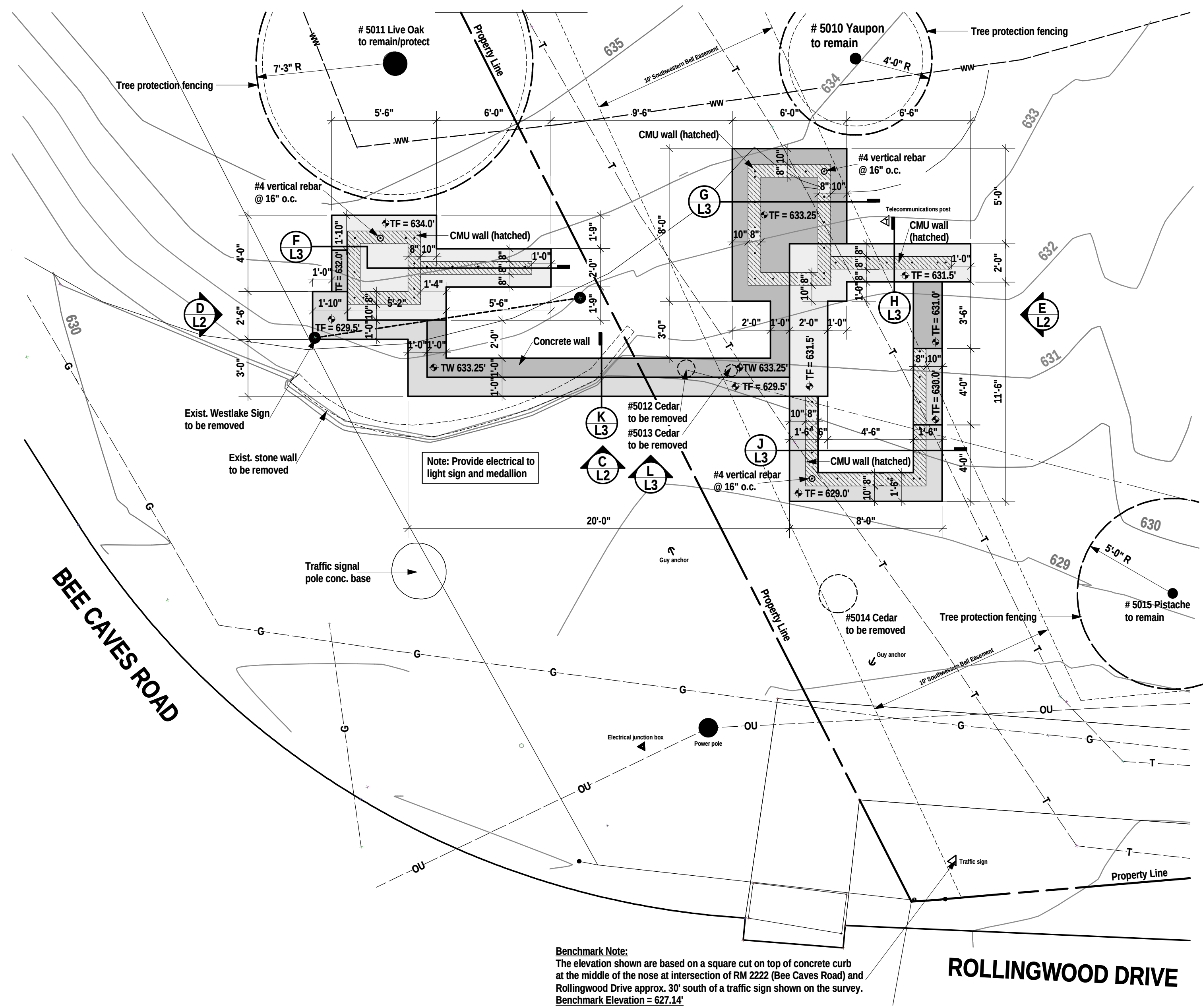
Irrigation. Landscape Contractor to be responsible for coordinating with Irrigation Contractor. Irrigation contractor to be licensed in the state of Texas. Irrigation system to be automatically controlled with a multi-program controller equipped with a rain sensor. All new ornamental grasses, perennials, shrubs and trees to be irrigated with drip emitters. Each plant to have a minimum of one emitter, size of emitter to be determined based on each plant's watering needs. Irrigation Contractor to make final adjustments after planting is finished. No trenching to be allowed in landscape areas. Irrigation Contractor to provide an approved landscape design showing water meter, doublecheck backflow preventer, valve locations, mainline location, sprinkler head layout and flood bubblers. Irrigation contractor to also provide a reduced scale drawing showing irrigation zones. A copy of this plan to be laminated and posted by the controller.



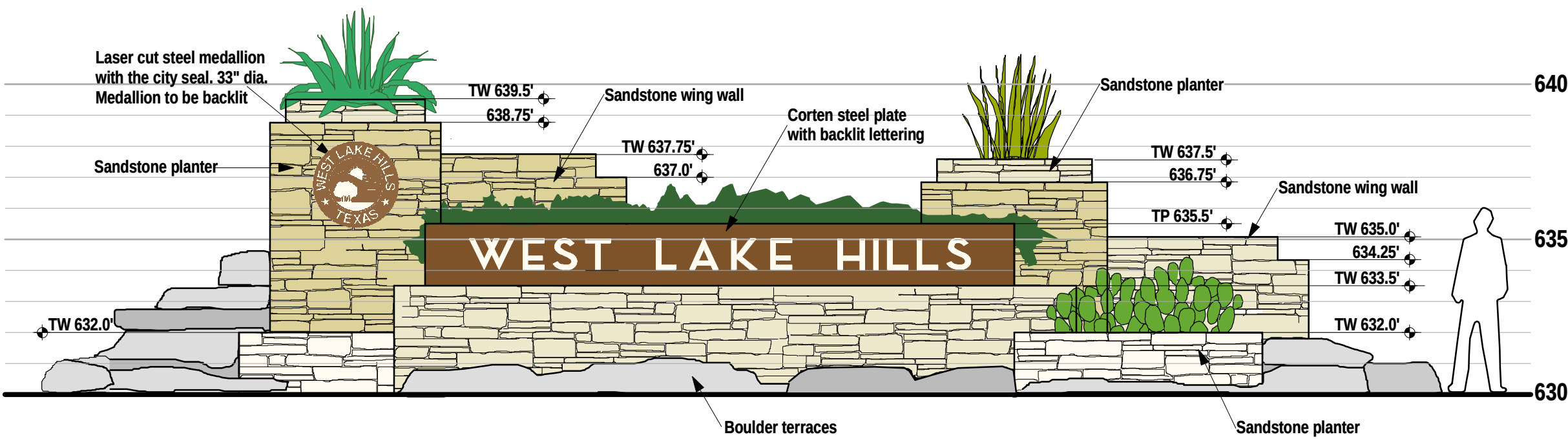
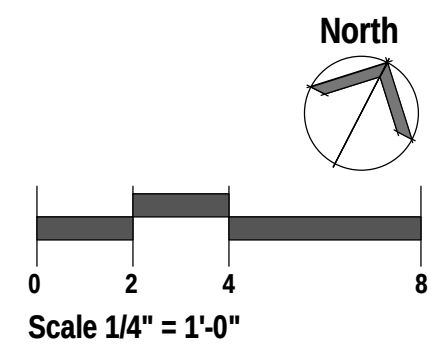
Date: 9/5/2023

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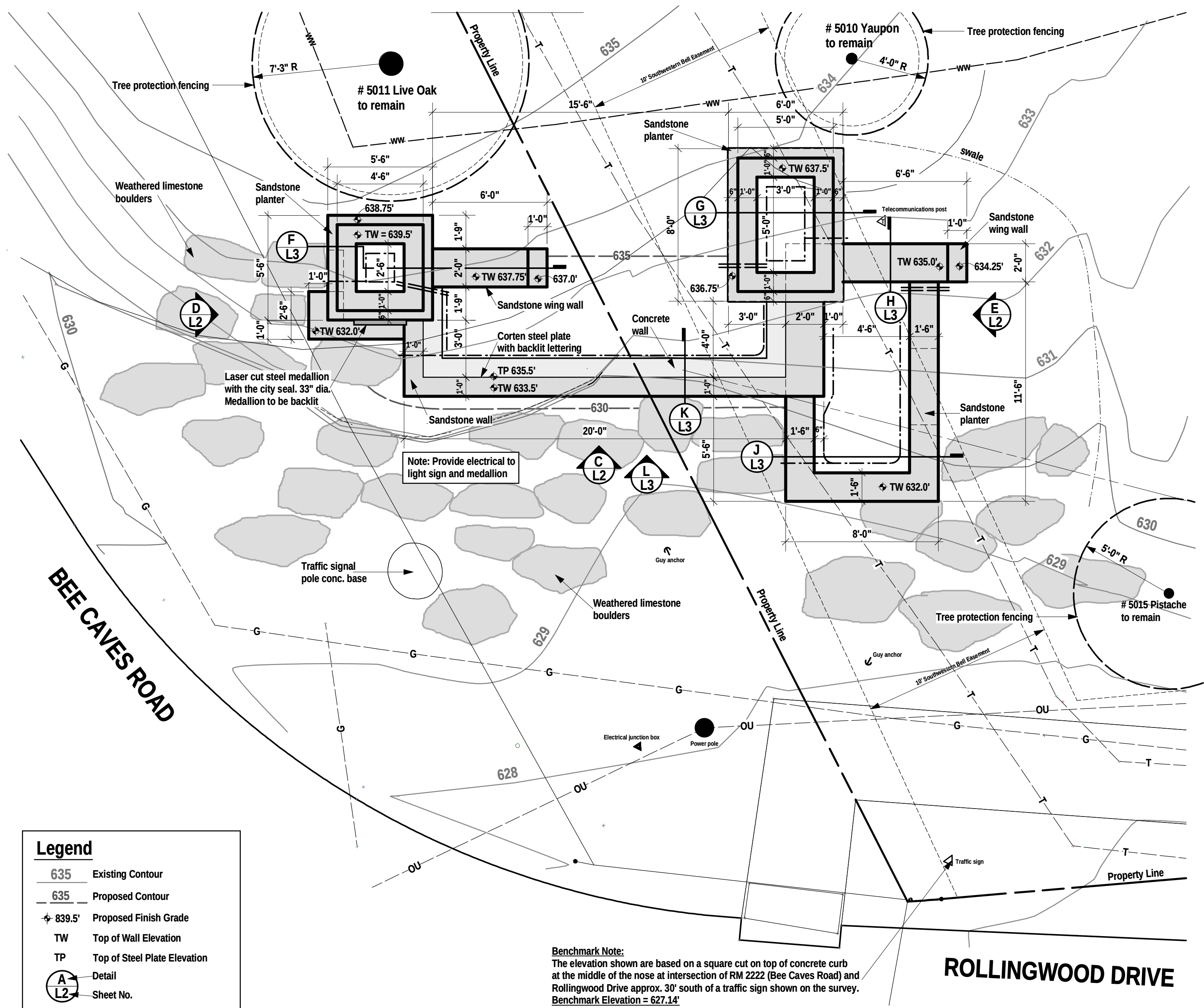
L1



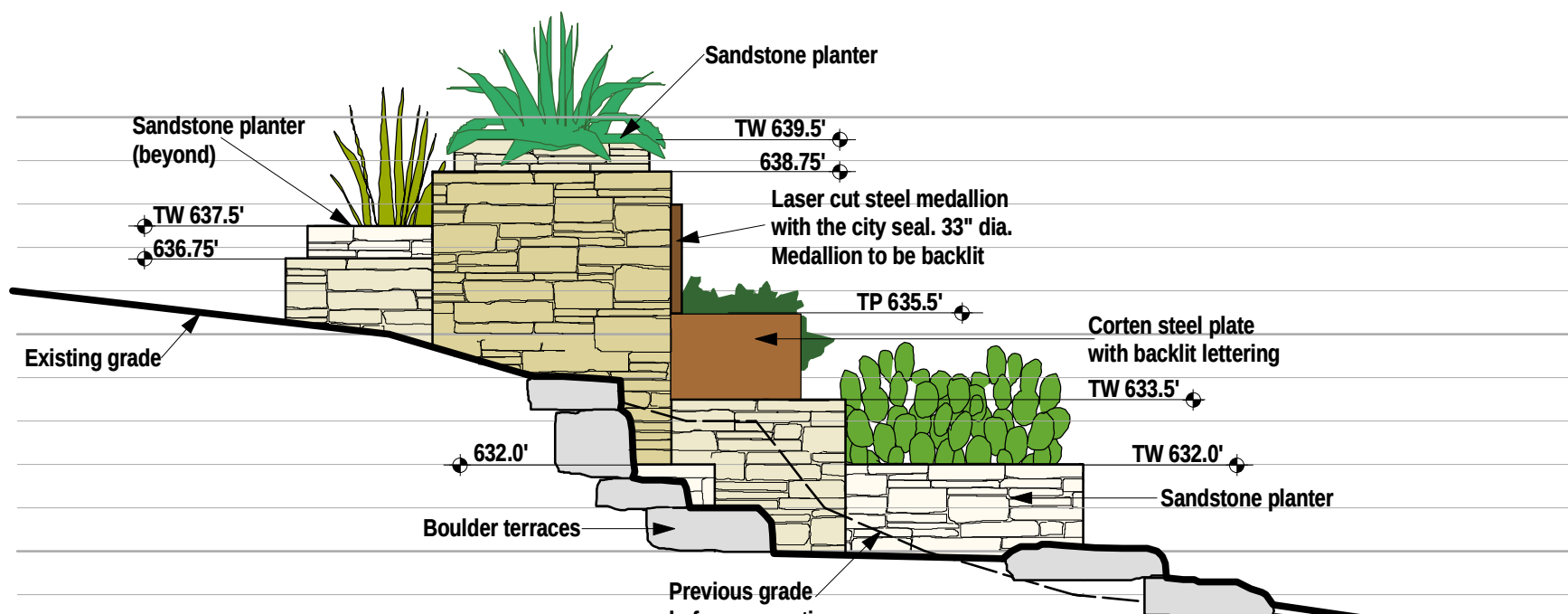
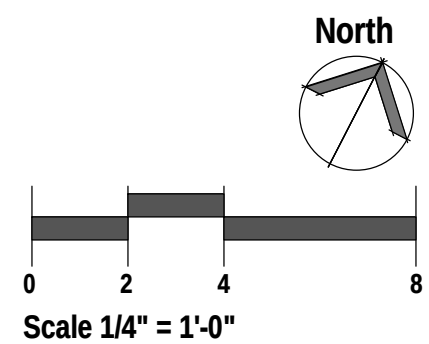
A Plan - Monument Sign Concrete Foundation Layout
Scale 1/4" = 1' - 0"



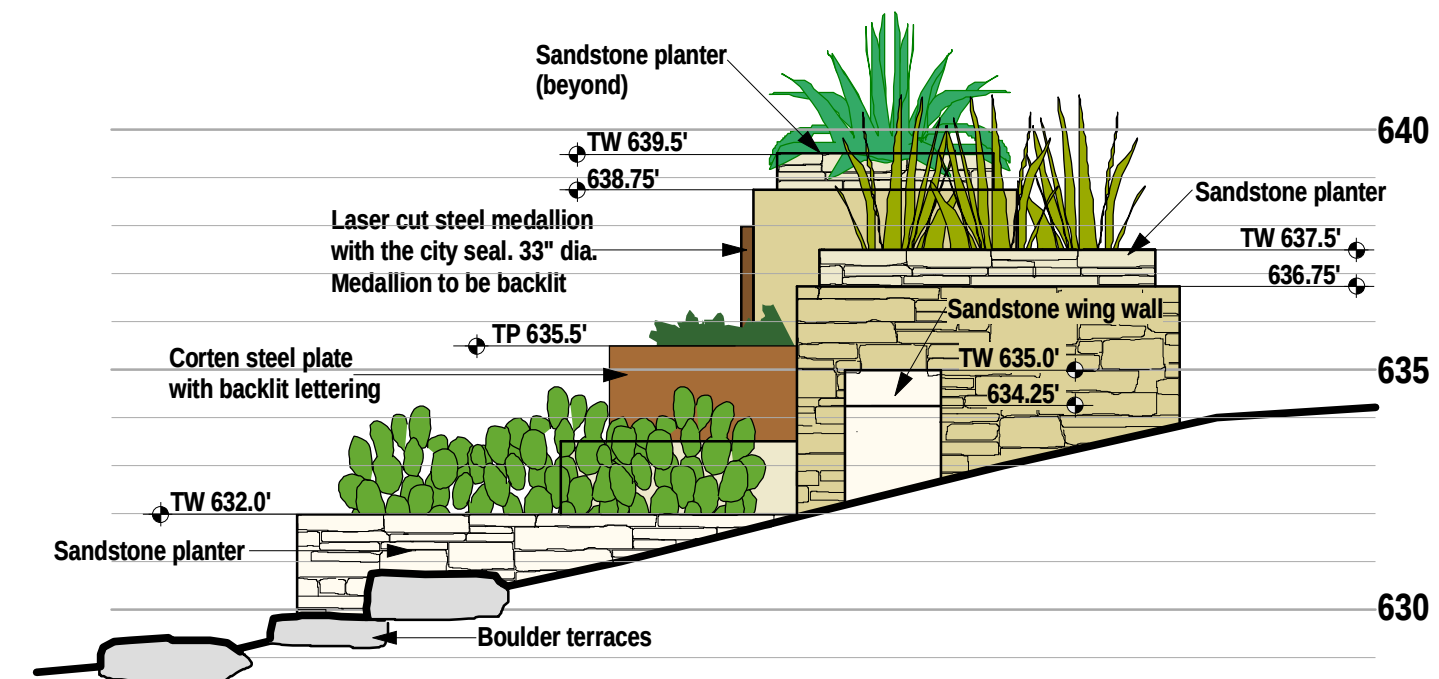
C Monument Sign Front Elevation
Scale 1/4" = 1' - 0"



B Plan - Monument Sign Masonry and Boulder Layout
Scale 1/4" = 1' - 0"



D Monument Sign West Elevation
Scale 1/4" = 1' - 0"



E Monument Sign East Elevation
Scale 1/4" = 1' - 0"

Legend

635	Existing Contour
635	Proposed Contour
839.5'	Proposed Finish Grade
TW	Top of Wall Elevation
TP	Top of Steel Plate Elevation
A L2	Detail Sheet No.
2, 2" Sch. 40 PVC Sleeves	
4" Perf. Flex. French Drain Pipe behind wall	
G	Gas Line
T	Underground Telecommunications
OU	Overhead Utility
WW	Wastewater Line

