CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, June 24, 2020 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a REMOTE Regular Meeting on the 24th day of June 2020 at 7:00 p.m., at which time the following items will be discussed, to-wit:

REMOTE ACCESS ONLY:
In accordance with the order of the Office of the Governor issued March 16, 2020, the City Council of the City of West Lake Hills will conduct a telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID19).

The public may participate in this meeting by dialing in to the following toll-free number: 1-346-248-7799, Meeting ID 854 6677 7940, Password: 387042

If you wish to speak during the meeting, please provide your name, phone number and the item number you wish to speak on by 1:00 p.m. on Wednesday June 24 to citysec@westlakehills.org

Members of the public who wish to submit their written comments in lieu of speaking shall submit their comments by emailing citysec@westlakehills.org. Comments must be received by 1:00 P.M. on June 24th.

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 Matters Not Listed on the Agenda Until a Future Meeting. 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 Desired by a Council Member or Citizen
    a. Approval of the June 10, 2020 Regular Meeting Minutes

4. Finance Discuss and Consider Action on an Interlocal Agreement with Travis County for Administration of Coronavirus Relief Fund (CRF) Funding Under the CARES Act
    a. Citizens Communications: All persons wishing to speak on this matter shall be heard

5. Public Works Discuss and Consider Action on the Use of Traffic Calming Measures on Reveille Road
    a. Citizens Communications: All persons wishing to speak on this matter shall be heard

6. Land Use **622 Cortona Drive**: Discuss and Consider Action for Approval of a Request for Six (6) Tree Variances to Construct a New Residence: Tree # 7224 (Multi-Stem Cedar, 24.25"); Tree # 7321 (Multi-Stem Cedar, 16"); Tree # 7589 (Multi-Stem Cedar, 18.25"); Tree # 7586 (Multi-Stem Cedar, 15"); Tree # 7712 (Multi-Stem Cedar, 29.25"); and Tree # 7684 (Multi-Stem Cedar, 20.25") (West Lake Hills Code Section 22.03.304). Owners Steve and Cari Henry/Applicant Clint Garwood.
    a. Public Hearing: All persons wishing to speak for or against shall be heard.

7. Land Use **4609 Bee Cave Road**: Discus and Consider Action for Approval of a Sign Variance Application for a Projecting/wall Sign at Creekside at the Hills that Exceeds the Maximum Allowed Size (Chapter 32 of the West Lake Hills Code). Applicant Bogle Family Realty (Power of Attorney LM Holder II FAIA).
    a. Public Hearing: All persons wishing to speak for or against shall be heard.

8. Land Use **Code Amendment: Chapter 32 - Signs:** Discuss and Consider Action for Adoption of an Ordinance Amending Chapter 32: Signs of the West Lake Code Of Ordinances which Amends the Processes for Sign Application Approvals, Definitions and Terms, and Other Related Amendments.
    a. Public Hearing: All persons wishing to speak for or against shall be heard.

9. Administration Discussion and Update on Area Infrastructure Projects for Water District #10
    a. Citizens Communications: All persons wishing to speak on this matter shall be heard

10. Executive Session An Executive Session may be held in accordance with the authority contained in Texas Government Code, Section 551.071 for:

    a. Consultation with City Attorney Regarding City Property Located at 110 Westlake Drive
    b. Consultation with City Attorney Regarding Pending Litigation in Cause No. 2019032801; City of West Lake Hills, Plaintiff, v. Jaffe Ventures, LLC; Douglas Jaffe III, and 1405 Wild Cat Hollow, West Lake Hills, Texas, Defendants and Cause No. D1GN19007546: City of West Lake Hills, Plaintiff v. Jaffe Ventures, LLC and Douglas Jaffe III

11. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the June 24, 2020 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, June 19, 2020 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Stephanie Mills, City Secretary

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations 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, June 10, 2020 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 8:00 p.m. Members in attendance were Mayor Anthony, Mayor Pro Tern Jim O'Connor, Councilmembers Rhonda McCollough, Brian Plunkett, Beth South and Darin Walker.

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 Matters Not Listed on the Agenda Until a Future Meeting. 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. 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 Desired by a Council Member or Citizen

    a. Approval of the May 27, 2020 Regular Meeting Minutes

Motion for Approval made by Councilmember Plunkett with a second by Councilmember South
Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays

4. Land Use **301 Buckeye Trail**: Discuss and Consider Action for Variance Requests for the Construction of a New Garage.
1) Removal of Tree # 217 - 14" Cedar, West Lake Hills Code Sec. 22.03.304
2) Removal of Tree #218 - 16" Double Live Oak, West Lake Hills Code Sec. 22.03.304
3) Encroachment of a New Structure into Side and Rear Building Setbacks, West Lake Hills Code Sec. 22.03.281
4) Exceed Maximum Impervious Cover up to 30.5%, West Lake Hills Code Sec. 22.03.281
Owner: Ben Brieger / Applicant: Marc Madely
(This requires dual BOA/City Council action: City Council for the tree variances and BOA for the setback encroachment and impervious cover variances)

    a. Public Hearing: All persons wishing to speak for or against shall be heard.

Motion for Denial made by Councilmember Plunkett with a second by Councilmember McCollough
Motion for Denial carried unanimously by a vote of 5 ayes to 0 nays

5. Land Use **119 Redbud Trail:** Discuss and Consider Action of Four (4) Variance Requests for the Construction of a Second Driveway
   1) Construct a Second Driveway Entrance/exit, West Lake Hills Code Sec. 22.03.175
   2) Site Disturbance/excavation up to 24 inches for a Retaining Wall in a Setback, West Lake Hills Code Sec. 22.03.170
   3) Removal of Tree # 35 - 18" Crepe Myrtle, West Lake Hills Code Sec. 22.03.304
   4) Removal of Tree # 38 - 19" Crepe Myrtle, West Lake Hills Code Sec. 22.03.304
   Owner Charles Holley/Applicant Scott Cassel.
   (This requires dual BOA/City Council action: City Council for tree variances and BOA for construction of second driveway entrance and site disturbance/retaining wall up to 24" in setback)

   a. Public Hearing: All persons wishing to speak for or against shall be heard.

Motion for Approval made by Councilmember Walker with a second by Mayor Pro Tem O'Connor
Motion carried unanimously by a vote of 5 ayes to 0 nays

6. Executive Session An Executive Session may be held in accordance with the authority contained in Texas Government Code, Section 551.071 for:

   a. Consultation with City Attorney Regarding City Property Located at 110 Westlake Drive

   b. Consultation with City Attorney Regarding Pending Litigation in Cause No. 2019032801; City of West Lake Hills, Plaintiff, v. Jaffe Ventures, LLC; Douglas Jaffe III, and 1405 Wild Cat Hollow, West Lake Hills, Texas, Defendants and Cause No. D1GN19007546: City of West Lake Hills, Plaintiff v. Jaffe Ventures, LLC and Douglas Jaffe III

Council went into Executive Session at 8:05 p.m. and reconvened in Open Session at 8:55 p.m.
No action was taken during Executive Session

7. Adjournment

Motion to Adjourn the meeting made by Councilmember Walker with a Second by Councilmember McCollough
Motion to Adjourn carried unanimously by a vote of 5 ayes to 0 nays

Respectfully submitted,

_____
LINDA ANTHONY, MAYOR

ATTEST:

_____
Stephanie Mills, City Secretary

These minutes were approved on _____, 2020.

TRAVIS COUNTY INTERLOCAL AGREEMENT
FOR ADMINISTRATION OF CRF FUNDING UNDER THE CARES ACT
CFDA # 21.019

This Agreement is entered into by the following Parties: County of Travis, a corporate and political subdivision of Texas, ("County"), and the City of West Lake Hills, a Type A general law municipality located wholly or partly in Travis County, Texas ("City").

RECITALS

This Agreement is for certain management services, as identified in Section 5 (Scope of Services) under authority of Texas Government Code, Chapter 791. County has the authority under Chapter 791 to contract with other local governments for government functions and services. City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Chapter 791.

County is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") from the Coronavirus Relief Fund ("CRF").

County desires to contract with City for the administration of the distribution of a portion of Travis County's CARES Act funds by providing funds to City for certain activities authorized in the Treasury CRF Guidance. City is capable of providing the services and related activities for the appropriate reimbursement for distribution of CRF Funding.

On March 6, 2020, the Travis County Judge declared a local state of disaster for a public health emergency in relation to COVID-19.

On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19. The Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster."

Some local governments and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19 pandemic. County finds that the expenditure of public funds in support of the operations of City and its residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Travis County economy and the economic welfare of the residents of Travis County.

The Parties desire to enter into this Agreement for these purposes.

AGREEMENT

PART 1- TRANSACTIONAL REQUIREMENTS

1. TERM:

Although expenditures made on and after March 1, 2020 are reimbursable under this Agreement, the term begins on the day this Agreement is last executed by the Parties and continues until March 31, 2021 or until all services have been rendered, the CRF Funding under this Agreement is distributed and all audits and reviews of the expenditures of CRF Funding are completed by the federal government, unless terminated earlier under any provision of it.

2. DEFINITIONS:

2.1 "CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act.

2.2 "CRF Funding" means funds up to the Not to Exceed Amount under this Agreement provided to City by County from the funding County has received from the United States Department of the Treasury from the Coronavirus Relief Fund created pursuant to the CARES Act.

2.3 "Eligible COVID-19 Expenditures" means necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic that meet the criteria in this Agreement, in the Treasury CRF Guidance, in the CARES ACT, Direct Costs Program, and in the Social Security Act, section 601(d) which requires that the expenditures:

2.3.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

2.3.2 Were not accounted for in the City budget most recently approved as of March 27, 2020, the date the CARES Act was enacted, and

2.3.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

2.4 "Expense Documentation" means complete, accurate itemized invoices, receipts for services or benefits, and management fees, and other appropriate supporting documentation.

2.5 "Proposed City Program" means any specific projects, programs, initiatives, purchases, or disbursements of funds proposed by City.

2.6 "Public Information Act" means Texas Government Code, Chapter 552.

2.7 “Records” means any invoices, receipts, and other appropriate supporting documentation, papers, reports, records, books, data, and other documents that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

2.8 “Treasury CRF Guidance” means the *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; and any additional guidance or regulations about the use of CRF funding provided by the United States Department of the Treasury before December 31, 2020.

2.9 “Working Day” means Monday through Friday except for days that County has designated as holidays and listed at http://www.traviscountytx.gov\human-resources\holiday-schedule.

3. INCORPORATED DOCUMENTS:

3.1 The following documents are incorporated by reference as if fully reproduced in this Agreement:

3.1.1 **Exhibit A**- *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; and *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; all provided by the United States Department of the Treasury, as automatically amended by 3.2 when updated.

3.1.2 **Exhibit B**- COVID-19 Response Recovery Uses of Coronavirus Relief Fund, as updated on the Planning and Budget web page for compliance with the most recent advice from the United States Department of the Treasury.

3.1.3 **Exhibit C**- Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion For Covered Contractor.

3.1.4 **Exhibit D**- Federal Anti-Lobbying Certification.

3.2 If the United States Congress, the United States Department of the Treasury, the executive branch of the federal government, the federal judiciary, or any other federal agency with jurisdiction issues any further guidance or regulations on the appropriate use of the CRF funds, that further guidance shall be automatically incorporated into this Agreement as if included in this description of **Exhibit A** without the need for a formal amendment.

4. ORDER OF PRECEDENCE:

If there is any conflict or inconsistency between the provisions of this Agreement or any incorporated or referenced document, that conflict or inconsistency shall be resolved in the following order of precedence:

4.1 This Agreement and any subsequent amendments;

4.2 Exhibit A.

4.3 Exhibit B.

5. REPRESENTATIONS AND WARRANTIES OF CITY:

5.1 City represents and warrants that City will use all of the CRF Funding being transferred to it for necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic and that these expenditures will meet the following criteria of section 601(d) of the Social Security Act:

5.1.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

5.1.2 Were not accounted for in the City budget most recently approved as of March 27, 2020, the date the CARES Act was enacted, and

5.1.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

5.2 City represents and warrants that City does not intend to and will not use the CRF Funding being transferred to it to fill shortfalls in City's revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

5.3 City represents and warrants that City will not make prepayments on contracts using the CRF Funding if doing so would not be consistent with City's policies and procedures in the ordinary course.

5.4 City represents and warrants that City will pay any CRF Funding that are not used or that the United States Department of the Treasury determines has not been spent in compliance with this Agreement and the criteria of section 601(d) of the Social Security Act.

6. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

6.1 Nature of Funding.

6.1.1 City acknowledges and recognizes that the source of the CRF Funding is Travis County and its CARES Act allocation for any public programs or initiatives using the CARES Act funding.

6.1.2 City receives the CRF Funding from County as a sub-recipient. As a sub-recipient of CARES Act funding City acknowledges that its use of the funds is subject to the same terms and conditions as County's use of these such funds and the terms and conditions of this Agreement. City agrees to strictly comply with all terms and conditions of the CARES Act funding, and to pay County for any repayments, penalties, or interest incurred as a result of City's failure to comply with all terms and conditions of the CARES Act funding. Funds spent in non-compliance with the CARES Act are subject to recapture by County for return to the Direct Costs Program or for return to the United States Department of the Treasury.

6.2 Deposit of CRF Funding.

6.2.1 Separate Account City shall create a separate, segregated account solely for holding and disbursing the CRF Funding and deposit both the initial advance of not more than 20% of the Not to Exceed Amount and the reimbursements based on Eligible COVID-19 Expenditures from the CRF Funding into that account.

6.2.2 Interest Used as Principle. If CRF Funding is deposited into an interest-bearing account or invested, City must treat all interest earned and all proceeds of investment as if it were CRF Funding received from Travis County and use it exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020. CRF Funding is not subject to the Cash Management Improvement Act of 1990, as amended.

6.2.3 Taxpayer Identification. Before any CRF Funding is are payable, City shall provide the Travis County Auditor with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

6.2.4 Payment by Direct Deposit. City must email the Travis County Auditor at CRF-Funding@traviscountytx.gov to obtain an electronic form to set up direct deposit into City's segregated CRF Funding account through electronic ACH deposit.

6.2.5 City must send requests for reimbursement with all necessary Expense Documentation to:

Patti Smith, CPA
Travis County Auditor
Preferably via e-mail to: CRF-Funding@traviscountytx.gov
or
Via US mail to: P.O. Box 1748
Austin, Texas 78767

6.3 Request for CRF Funding.

6.3.1 Advance. City must submit its Proposed City Programs to County for approval based on the eligibility criteria in 7.4 to ensure compliance with the requirements of the CARES Act. After County has approved the Proposed City Programs, City may request an advance of CRF Funding through the Travis County Auditor that covers actual costs incurred from on after March 1, 2020 with the Expense Documentation for reimbursement or up to 20% of their Not to Exceed Amount, whichever is larger. No Expense Documentation is required to receive a 20% advance; however, City must pay the County for any amount paid to City for the advance and/or reimbursements for which City has not submitted Expense Documentation for Eligible CovID-19 Expenditures to the Travis County Auditor on or before October 31, 2020.

6.3.2 Reimbursements of the Remainder. City must have written approval for its Proposed City Program from the County to receive reimbursements from the remaining **eighty percent (80%)** of the Not to Exceed Amount. City may request reimbursement of Eligible COVID-19 Expenditures from the Travis County Auditor for the remaining reimbursable **eighty percent (80%)** of the Not to Exceed Amount under this Agreement through October 31, 2020.

6.3.3 Issuance of ACH. Due to statutory requirements for auditing by the Travis County Auditor and approval by Commissioners Court, County may require ten (10) business days to process requests for advances and requests for reimbursements.

6.4 Use of CRF Funding.

6.4.1 City shall use all CRF Funding exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020 in compliance with this Agreement.

6.4.2 City may use its CRF Funding to reimburse itself for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020.

6.5 City's Obligations relating to its Use of the CRF Funding.

6.5.1 City shall coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.5.2 City shall reimburse and return to the CRF Funding account within thirty days of notice by County any portion of the CRF Funding that the County or the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement. If City's CRF Funding account is already closed out, City shall reimburse and return to County any portion of the CRF Funding that County or the U.S. Department of the Treasury, or their designees deem was

not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement within thirty (30) days of notice by County.

6.5.3 City shall document and justify that each expenditure from its CRF Funding was an Eligible COVID-19 Expenditure in compliance with sections 8 and 13. City shall keep Records sufficient to demonstrate that the CRF Funding has been used in accordance with the Social Security Act, section 601(d) and the Treasury CRF Guidance. City shall deliver a copy of all Expense Documentation and the final report of Eligible COVID-19 Expenditures to the County no later than November 20, 2020, and shall keep the Expense Documentation for a minimum of seven (7) years after the close of the federal **Direct Costs Program** under the CARES Act.

6.5.4 City shall allow inspection of all Expense Documentation and Records related to its expenditure of its CRF Funding by County and the United States Department of the Treasury upon reasonable request in compliance with sections 8 and 13.

6.5.5 City shall return and re-pay any CRF Funding that has not been expended by 11:59 p.m., October 31, 2020.

6.5.6 By November 20, 2020, City shall provide County with a report of the use of all CRF Funding and return any CRF Funding that was not used for Eligible COVID-19 Expenditures. Any and all CRF Funding may be collected and redistributed at County's discretion.

6.6 <u>City's Obligations for Use of the CRF Funding Received as Reimbursements</u>.

6.6.1 City may choose to set up programs that are in compliance with the eligibility criteria in subsection 7.5 of this Agreement. City shall coordinate with County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.6.2 City shall only request reimbursement from the CRF Funding for Eligible COVID-19 Expenditures. It is City's responsibility to remain informed of and act in accordance with all updates and amendments to the CARES Act and the Treasury CRF Guidance. If the City is not sure that an expenditure is an Eligible COVID-19 Expenditure, it should seek an opinion from its City Attorney before making the expenditure.

6..6.3 City shall only disburse the advance of the CRF Funding or claim reimbursements from the CRF Funding for Eligible COVID-19 Expenditures for City's response to the COVID-19 disaster for its own operational needs and for the needs of eligible City residents and businesses within its municipal corporate limits and within Travis County boundaries as determined by County.

6.6.4 City shall report all expenditures made under this Agreement and submit claims for reimbursements to County on a monthly basis through November 20, 2020 in any report format as determined by County in County's sole discretion.

6.7 Attorney's Fees and Costs. City shall pay County's reasonable and necessary attorney's fees and costs if County is required to undertake litigation against City to enforce the terms of this Agreement to the extent allowed by law.

6.8 Subsequent Direct Federal Funding for City. If the United States Congress enacts additional statutes that provide funding directly to City for responses to the COVID-19 disaster, there is a risk that City's use of that funding may change the eligibility of claims previously reimbursed by County. City shall ensure that its use of that new federal funding does not result in a change in the determination of whether the expenditures reimbursed to City by County are compliant with the CARES Act and the Treasury CRF Guidance. If they are no longer compliant, the City must pay back the reimbursement so County can either use the funding for another compliant use or pay that portion of the CRF funds back to the United States Department of the Treasury.

7. COUNTY'S OBLIGATIONS:

7.1 Supervision. The Travis County Auditor in consultation with County's consultant for maximizing the efficiency and effectiveness of County's response shall maintain supervisory control of the ultimate reimbursement from CRF Funding for funds City has disbursed under any pre-approved Proposed City Program.

7.2 Calculation of Maximum City Funding. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County.

7.2.1 "Funding Formula" means the formula used by the State of Texas to allocate a portion of the state's CRF funds among counties and cities with a population of 500,000 or less which results in **Fifty Five Dollars** per City Resident who resides within the boundaries of Travis County.

7.2.2 County shall calculate the Not to Exceed Amount using the **Dollars** per City Resident resulting from using the Funding Formula.

7.2.3 "Not to Exceed Amount" means **Fifty-Five Dollars ($55)** per City Resident multiplied by the Number of City Residents Residing Within Travis County Boundaries when the population used equals the US Census Bureau's estimated 2019 population, or the most recent US Census Bureau's estimated population available.

7.2.4 Within this Not to Exceed Amount City may include management fees for costs it incurs for administering the CRF Funding that were not included in its most recent approved budget before March 27, 2020 if those costs do not exceed **ten percent (10%)**

of all funds received under this Agreement. For example, if the City must hire additional staff or pay overtime that was not included in the budget to manage an approved Proposed City Program, these expenditures up to 10% of the CRF Funding provided to the City under this Agreement may be claimed for reimbursement.

7.2.5 If City submits a Proposed City Program or requests reimbursement for expenditures that do not clearly meet the criteria in the CARES Act and it is necessary for County to seek review of the request by its consultant with this compliance expertise, County may charge that against City's Not to Exceed Amount as an expense necessary for County to administer this Agreement. These charges will be documented by an invoice from the consultant that indicates the fee charged, the subject matter of the request and the City making the request for review for payment.

7.3 Distribution of Not to Exceed Amount.

7.3.1 Subject to the terms and conditions of this Agreement, County shall transfer from its CARES Act funding **twenty percent (20%)** of City's Not to Exceed Amount under this Agreement to City within 10 business days after County approval of the Proposed City Programs and request for the advance payment.

7.3.2 Through October 31, 2020, County shall reimburse City for Eligible COVID-19 Expenditures from the remaining reimbursable **eighty percent (80%)** of the Not to Exceed Amount for Proposed City Programs approved by County.

7.4 Eligibility for Advance and/or Reimbursement. The Proposed City Program must comply with the following criteria:

7.4.1 City has presented a documented need for the Proposed City Program, in the format requested by County;

7.4.2 To avoid duplication of benefits which is prohibited by the Treasury CRF Guidance, the Proposed City Program, does not provide the same or similar benefits to City's residents or businesses that are provided by a County program, unless the City has coordinated with the County staff or the County consultant for the applicable County program to ensure that there is no duplication of benefits. The Proposed City Programs are subject to the following:

7.4.2.1 If the Proposed City Program provides benefits for businesses in the form of grants or loans or business coaching that city must coordinate with Business and Community Lenders of Texas about any businesses which it is considering for a grant or a loan, and communicate identifiable information about these businesses on a frequent basis and before awarding and advancing funds to small businesses in their jurisdiction and not award additional funding to a business to which County has already advanced funding, or

7.4.2.2 If the Proposed City Program provides benefits for residents, the City benefits for residents cannot include assistance with rent, mortgage payments or utility costs, because such assistance is already provided by County.

7.4.3 The Proposed City Program only addresses needs of City's residents resulting from the declared COVID-19 disaster and small businesses within the boundaries of Travis County, and does not provide direct benefits to those in adjacent counties;

7.4.4 The Proposed City Program, addresses needs resulting from the declared COVID-19 disaster with costs incurred beginning on or after March 1, 2020 in compliance with the CARES Act and the Treasury CRF Guidance;

7.4.5 If approved, City will be able to use or distribute all of the funds provided for the Proposed City Program before October 31, 2020 to ensure full expenditure of the funding received by County from the CARES Act funds;

7.4.6 To maximize federal funding available for use within the Travis County boundaries, City must have submitted the Proposed City Program for any applicable federal grant or funding through another federal funding source like FEMA and have had that submission disallowed unless the Proposed City Program is clearly not eligible for any other funding;

7.4.7 The Proposed City Program was not included in City's most recent budget approved before March 27, 2020 as certified by the appropriate official of City;

7.4.8 The Proposed City Program does not, directly or indirectly (such as assistance with payment of ad valorem taxes), replace City revenue lost as a result of the COVID-19 disaster; and

7.4.9 The Proposed City Program complies with the CARES Act and the Treasury CRF Guidance.

7.5 Requirements for Reimbursement. County shall reimburse City in an aggregate amount up to City's Not to Exceed Amount which is **One Hundred Eighty Two Thousand, Four Hundred Ninety Dollars ($182,490)** for Proposed City Programs if City:

7.5.1 Has obtained written pre-approval from County staff in consultation with its consultant for maximizing the efficiency and effectiveness of County's response for the Proposed City Program based on the eligibility criteria in section 7.5;

7.5.2 Before October 31, 2020, requests reimbursement for the specific Proposed City Programs approved by the County;

7.5.3 Complies with the reporting requirements in this Agreement on a timely basis;

7.5.4 Complies with County's requirements placed on approval of the Proposed City Program; and

7.5.5 Certifies that none of the amounts submitted for reimbursement were:

7.5.5.1 Included in City's most recent budget approved before March 27, 2020 or

7.5.5.2 Used directly or indirectly (such as assistance with payment of ad valorem taxes) to replace City revenue lost as a result of the COVID-19 disaster.

8. REPORTING REQUIREMENTS AND ACCOUNTABILITY:

8.1 Required Documentation. City must submit complete, accurate Expense Documentation as required by the Travis County Auditor, following the completion of the services or activity and disbursement of the funds related to them. Specifically, City shall itemize the Expense Documentation. Within the Expense Documentation, City must include invoices from subcontractors and suppliers, if any.

8.2 Timing of Submission. City understands and acknowledges that all Expense Documentation must be submitted to County on a rolling monthly basis before October 31, 2020. On or before the first day of each month before October 31, 2020, City must submit all required Expense Documentation as Eligible COVOD-19 Expenditures are incurred and City disburses funds. City must submit only Expense Documentation that relates to services rendered and funds disbursed during the previous month. There is one exception to this. City may submit Expense Documentation for services rendered and/or funds disbursed between March 1, 2020 and the date this Agreement begins with Expense Documentation for the first month after this Agreement begins if the Proposed City Program has been approved and the expenditures are Eligible COVID-19 Expenditures.

8.3 Penalties. If City fails to comply with County's reporting requirements, performance objectives, or other requirements relating to City's performance of work, deliverables, and services under this Agreement, County may either withhold reimbursements until City complies with all reporting and other requirements, or terminate this Agreement with no obligation to reimburse for undocumented or ineligible services, or both.

8.4 Maintenance and Retention of Records. City shall keep and maintain its Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement in standard accounting form. City shall make these Records available in Travis County for inspection by County or authorized County and federal personnel upon request. City must keep and maintain these Records for at least seven (7) years after termination or expiration of this Agreement. If any litigation, claim, or audit involving these Records begins before that specified time period expires, City must keep these Records after the seven (7) years and until all litigation, claims, or

audit findings are resolved. **City is strictly prohibited from destroying or discarding any Records reasonably pertinent to the fulfillment of the requirements of this Agreement, unless the time period for maintaining them under this subsection 8.4 has lapsed. Destruction is deemed non-compliance.**

8.5 Federal Accounting Requirements. City acknowledges that CRF Funding payments are considered to be "other financial assistance" under 2 C.F.R. § 200.40 and City is subject to the following federal accounting requirements under CFDA #21.019:

8.5.1 a single audit pursuant to the Single Audit Act (31 U.S.C. §§ 7501-7507) or a program specific audit pursuant to 2 C.F.R. § 200.501(a), , if City as a subrecipient has spent $750,000 or more in federal awards during its fiscal year, and

8.5.2 the following requirements in the Uniform Guidance (2 C.F.R. Part 200):

8.5.2.1 2 C.F.R. § 200.303 regarding internal controls,

8.5.2.2 §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and

8.5.2.3 subpart F regarding audit requirements.

8.6 Access to Records and Audit. City grants County, any of its duly authorized representatives, and any authorized representative of the Federal Government the right to timely and unrestricted access to any City Records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations, excerpts, transcripts, and to substantiate the provision of services under this Agreement. City shall furnish all Records to authorized County and federal personnel in Travis County, Texas, at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to City's personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of Records related to these audits and examinations. The Travis County Auditor, her delegates or assigns, and those of any other governmental entity approved by County have the unrestricted right to audit all Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

8.7 Requirement to Address Audit Findings.

8.7.1 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Interlocal Agreement, applicable laws, regulations, or the City's obligations hereunder, City agrees to propose and submit to County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the City's receipt of the findings. City's corrective action plan is subject to the approval of County.

8.7.2. City understands and agrees that City must make every effort to address and resolve all outstanding issues, findings, or actions identified by the Travis County Auditor or County through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in CRF Funding being withheld, other related requirements being imposed, or other sanctions and penalties. City agrees to complete any corrective action approved by County within the time period specified by County and to the satisfaction of County, at the sole cost of City. City shall provide to County periodic status reports regarding City's resolution of any audit, corrective action plan, or other compliance activity for which City is responsible.

8.7 Ownership. All information, data, and supporting documentation that are pertinent to the fulfillment of the requirements of this Agreement remain the property of City.

9. CONFIDENTIALITY:

9.1 City shall not disclose privileged or confidential communications or information acquired during performance under this Agreement, unless authorized by law. City shall adhere to all applicable confidentiality requirements, as required by law, for performance under this Agreement.

9.2 Public Information Act. The Parties acknowledge that County and City are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Parties expressly acknowledge and agree that the County, Travis County Commissioners Court, the County Judge, any Elected County Officials, County Department Heads or County Employees ("County Requestors") may request advice, decisions and opinions of the Attorney General of Texas about the application of the Public Information Act to any item, data or information, or any software, hardware, firmware, or any part of them, or any other equipment or thing or item furnished to or in the possession or knowledge of County. The Parties further acknowledge and agree that County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Attorney General of Texas. City releases County Requestors from any liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part of them, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County in reliance on any advice, decision or opinion of the Attorney General of Texas to be available to the public or any persons.

9.3 The Party that receives a Public Information Act request for documents related to this Agreement or any program undertaken pursuant to this Agreement shall handle that request.

10. ALLOCATION OF RISK:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY, CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.

11. INSURANCE:

At all times during this Agreement, City and County shall maintain insurance coverage commensurate with that Party's obligations under this Agreement in full force or, to the extent permitted by applicable laws, maintain self-funded insurance reserves commensurate with that Party's obligations under this Agreement and in accordance with sound risk management practices. City and County are responsible for the respective costs of this insurance, including any deductible amounts in any policy and any denials of coverage made by their own respective insurers.

12. EXPENSES AND TAX

12.1 Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall not be reimbursable or included in the Not to Exceed Amount.

12.2 County, as a political subdivision of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and, therefore, shall not be liable to the City for the payment of these taxes under this Agreement. County shall not reimburse City for any sales, use, personal property or other taxes attributable to periods on or after the effective date of this Agreement or based upon City's cost in its performance or acquiring products or services or materials or supplies furnished or used by City under this Agreement.

13. GENERAL FISCAL TERMS AND CONDITIONS:

13.1 Not to Exceed Amount. City understands and agrees that the maximum total amount reimbursable for the services and funds distributed through approved Proposed City Programs under this Agreement shall not exceed the **Not to Exceed Amount as determined by Section 7.2, distributed in 7.3 and stated in Section 7.5** unless a written amendment is approved by the Travis County Commissioners Court and is executed by the Parties. County shall not pay for any

services nor distribute any funds that would cause the amounts paid under this Agreement to exceed the Not to Exceed Amount.

13.2 Transparency to Avoid Duplication of Funding. City understands and agrees that it is necessary for City to be completely transparent with County about its funding submissions for and use of other types of grant funding to avoid duplication of reimbursements of expenditures eligible from more than one grant source. City shall provide County the names of the alternate sources of funding and copies of all expenditures that it submits or plans to submit for funding from other sources, including other federal grants, insurance coverage and philanthropic gifts or grants. City shall also provide County with notice of approvals and rejections of these submissions and will certify that all information submitted to the County is true, accurate and complete to the best of the certifying official's knowledge.

13.3 Monitoring. The Travis County Auditor is responsible for monitoring reporting compliance and fiscal compliance with the Not to Exceed Amount and shall resolve any dispute between the Parties related to County's reimbursements to City under this Agreement.

13.4 Reimbursements for Remainder. City may request reimbursements for the remaining reimbursable **eighty percent (80%)** of the CRF Funding through October 31, 2020. If City seeks funding after October 31, 2020, County may, in its sole discretion, disallow or refuse to fund any activity or disbursement. County shall not reimburse City for any costs that are not allowable under applicable statutes, rules and regulations. City shall not distribute or use CRF Funding for any expenditures that are not allowable under applicable statutes, rules and regulations. If County has advanced CRF Funding or reimbursed City for expenditures that are ineligible or become ineligible as a result of changes in the CARES Act or the Treasury CRF Guidance, County has the right to withhold all or part of any subsequent reimbursement to City to offset a reimbursement to City for expenditures that were ineligible or became ineligible or for which City has not provided Expense Documentation as determined by County Auditor in her sole discretion.

13.5 Refund provision. County has the right to demand repayment of any funds paid to City that did not comply with the terms of this Agreement or that were determined by the County or the federal government to be ineligible expenditures unless these were offset against a subsequent reimbursement. Upon notice by County, City shall promptly pay back any monies previously reimbursed by County that County, in its sole discretion, determines were ineligible expenditures by City or were not in compliance with this Agreement.

13.6 Prior Debts. County shall not be liable for costs incurred or performances rendered by City before March 1, 2020 or after October 31, 2020; for expenditure that City has not submitted a request for reimbursement to County within the applicable time frame stated in this Agreement; or for any reimbursement for services or activities not provided in compliance with this Agreement.

13.7 Prevention of Fraud and Abuse. City shall establish, maintain and use internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. City shall report any known or suspected incident of fraud or program abuse involving City's employees or agents immediately to the County in writing. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds reimbursed pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

13.8 Prompt Payment Act. City agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided the delay does not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

13.9 Federal Funded Agreement. This Agreement is funded by the federal government; therefore, unless otherwise stated in this Agreement and without additional reimbursement by County, City shall comply timely with any state or federal statute, rule, regulation, grant, contract provision, subsequent federal guidance or other similar restriction that imposes additional or greater requirements than stated in this Agreement that is directly applicable to the performance under this Agreement.

13.10 Fiscal Funding Clause. Despite any provision in this Agreement, the obligations of County under it are expressly contingent upon the availability of funding for each obligation in it for the duration of the Agreement. City has no right of action against County if County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for obligation from any source used to fund this Agreement or failure to budget funding for this Agreement during the current or future fiscal years. If County is unable to fulfill its obligations under this Agreement due to a lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

14. AMENDMENTS AND CHANGES IN THE LAW:

14.1 A modification, amendment, novation, renewal or other alteration of this Agreement shall not be effective unless mutually agreed upon in writing, approved by Travis County Commissioners Court and executed by the Parties.

14.2 Any alteration, addition or deletion to this Agreement which is required by changes in federal law, federal guidance, or state law are automatically incorporated into this Agreement without written amendment to it and are effective on the date designated by that law or guidance.

15. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

16. SUBCONTRACTING:

The costs of any subcontracted services related to City's performance of this Agreement are included in the Not to Exceed Amount in this Agreement. If City enters into subcontracts related to its performance of this Agreement, the subcontracts must be in writing and subject to all requirements in this Agreement. City acknowledges that it is solely responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County has the right to prohibit City from using any subcontractor.

17. REMEDIES AND WAIVER OF BREACH:

17.1 City and County both have a duty to mitigate damages.

17.2 The rights and remedies in this Agreement are cumulative, and either Party's use of any right or remedy does not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law or statute or in equity, including injunctive relief. Pursuit of any remedy is not a forfeiture or waiver of any obligation of a defaulting Party under this Agreement or of any damages accruing by reason of the default.

17.3 Any waiver of any breach or any provision of this Agreement must be in writing.

17.4 It is not a waiver of default if the non-defaulting Party does not declare a default immediately or delays in taking any action. The waiver of any provision or any breach of this Agreement shall not be deemed or interpreted to be a waiver of any other provision or any other breach of this Agreement.

18. REMEDIES FOR NON-COMPLIANCE AND TERMINATION:

18.1 If County determines that City materially fails to comply with any term of this Interlocal Agreement, whether stated in a federal or state statute or regulation, an assurance, certification, or any other applicable requirement, County, in its sole discretion may take actions including:

> 18.1 Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by County;
> 18.2 Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
> 18.3 Disallowing claims for reimbursement;

18.4 Wholly or partially suspending or terminating this Interlocal Agreement;
18.5 Requiring return or offset of previous reimbursements;
18.6 Prohibiting the City from applying for or receiving additional funds for other grant programs administered by County until repayment to County is made and any other compliance or audit finding is satisfactorily resolved;
18.7 Reducing the grant award maximum liability of County;
18.8 Terminating this Interlocal Agreement;
18.9 Imposing a corrective action plan;
18.10. Withholding further awards; or
18.11 Taking other remedies or appropriate actions.

City costs resulting from obligations incurred during a suspension or after termination of this Interlocal Agreement are not allowable unless County expressly authorizes them in the notice of suspension or termination or subsequently.
County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

18.2 Suspension. If County desires to suspend the reimbursements or services under this Agreement, but not terminate it, County may issue a written order to stop work. The written order shall set out the terms of the suspension. City shall stop all services pursuant to this Agreement and will cease to incur costs or disburse funds during the suspension. City may resume services and disbursements when notified by County in a written authorization that the suspension is lifted. If a change in the terms and conditions of reimbursement under this Agreement is necessary because of a suspension, the Parties will approve and execute a mutually agreed amendment.

18.3 Termination. At its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere in this Agreement, County may terminate this Agreement, in whole or part, with or without cause, by giving thirty (30) days prior written notice to City and City shall cease all performances and disbursement of CRF funding under this Agreement to the extent specified in the notice of termination and on the date specified in the notice or on the date of termination. Upon receipt of the notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations related to services or benefits to be provided. County's termination of this Agreement shall not subject County to liability for any reason.

18.3.1 Without Cause: Each Party may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other Party.

18.3.2 With Cause: County has the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, by giving written notice to City and City shall cease all performances and disbursements of CRF funding under this Agreement on the date specified in the notice for the following reasons:

18.3.2.1 Non-performance by City or City's failure or inability to perform or substantially perform under this Agreement within the time specified, for whatever reason, including due to judicial order, injunction or any other court proceeding;

18.3.2.2 City's improper use, misuse, or inept use of CRF Funding under this Agreement;

18.3.2.3 City's submission of Expense Documentation and/or reports that are incorrect, incomplete, or false in any way; or

18.3.2.4 City's failure to comply with the reporting requirements, the specifications of the Proposed City Programs approved by the County under this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other provision stated in this Agreement.

19. NOTICE:

19.1 Method. Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive the notice at the addresses stated in 19.2. Such notice is deemed to have been given three (3) Working Days after the date it was delivered or mailed.

19.2 Addresses for Notice.

TO COUNTY:
Judge Samuel T. Biscoe
Travis County
700 Lavaca Avenue St. 2nd Floor
Austin, Texas 75701 (512) 854-9555 (office)

TO CITY:
Linda Anthony
Mayor, City of West Lake Hills
911 Westlake Drive
West Lake Hills, TX 78746 (512) 327 3628

With a copy to:

Bonnie S. Floyd, MBA, CPPO, CPPB
Purchasing Agent
Travis County Purchasing Office
700 Lavaca Avenue St. 7th Floor
Austin, Texas 75701 (512) 854-9700 (office)

Travis Askey
City Administrator
City of West Lake Hills
911 Westlake Drive
West Lake Hills, TX 78746 (512) 327 3628

19.3 Change of Address. Each Party may change its address for notice by giving Notice of the new address. County and Contractor shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

20. IMMUNITY:

20.1 County Immunity. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law.

20.2 City Waiver of Sovereign Immunity. In consideration of County providing the CRF Funding to enable City to serve residents within the portion of City's jurisdiction within Travis County and to the extent that City may be or become entitled to claim for itself or its property or revenues any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), City hereby irrevocably and unconditionally agrees not to claim and hereby irrevocably waives such immunity with respect to the obligations under this Agreement and in particular the obligations to return CRF Funding to County if funds are not expended by October 31,2020 or if any expenditures are determined by County or the United States Department of the Treasury, at any time, not to comply with the requirements in the CARES Act or under this Agreement. In addition, City acknowledges that this waiver of immunity is material to the formation of this Agreement, and is intended to be and is a this clear and unambiguous waiver of any immunity from both suit and liability that City may have for recovery by County of CFR Funding provided by and through the County under this Agreement.

21. COMPLIANCE WITH LAWS:

City shall comply with all federal, state, and local statutes, ordinances, rules, regulations and federal Executive Orders applicable to the performance of this Agreement. City is responsible for ensuring this compliance.

22. BINDING AGREEMENT:

This Agreement is binding upon City and County and their respective heirs, successors, executors, administrators and assigns.

23. INTERPRETATIONAL GUIDELINES:

23.1 Contra Proferentum. The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be interpreted against the Party that drafted the Agreement and that Party is not responsible for the language used.

23.2 Law and Venue. The laws of the State of Texas and the CARES Act and the Treasury CRF Guidance and any applicable guidance from the Federal Government or Federal Agency related to the CRF or the CARES Act govern the interpretation of this Agreement. All obligations under this Agreement are performable in Travis County, Texas. The state or federal courts in Travis County shall be the sole and exclusive venue for any litigation between the Parties based on this Agreement.

23.3 Severability. If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

23.4 Interpretation of Time. All times stated in this Contract, are stated in Central Time. Standard and Daylight Savings are applied based on the time in Austin, Texas on the stated date. In computing periods of time under this Contract, exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

23.5 Number and Gender. The singular includes the plural and the plural includes the singular. Words of one gender include the other genders.

23.6 Headings. The headings and titles in this Agreement are for convenience only and are not to be used in interpreting this Contract.

24. PERSONS NOT A PARTY NOT TO BENEFIT:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.

25. ENTIRE AGREEMENT:

This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except as provided in Section 13, this Agreement may not be modified. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.

26. INDEPENDENT CONTRACTOR:

City, including its employees, agents and licensees, is an independent contractor and not an agent, servant, joint venture or employee of County. City is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds under this Agreement. City is specifically responsible for sufficient supervision and inspection to ensure compliance in

every respect with the requirements of this Agreement. There shall be no contractual relationship between County and any subcontractor, agent, employee or supplier of City by virtue of this Agreement.

PART 2 – MISCELANEOUS FEDERAL MANDATES

1. CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Agreement, City agrees as follows:

1.1 City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 City will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of City's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 City will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 City will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to it, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

1.6 If City is not compliant with the nondiscrimination clauses of this Agreement or with any of these rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and City may be declared ineligible for

further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 City will include the portion of the sentence immediately preceding paragraph 1.1 and the provisions of paragraphs 1.1 through 1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each subrecipient or vendor. City will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event City becomes involved in, or is threatened with, litigation with a subrecipient or vendor as a result of this direction by the administering agency City may request the United States to enter into such litigation to protect the interests of the United States.

1.8 List of Pertinent Nondiscrimination Authorities: City for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Citys, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

2. FEDERAL ANTI-LOBBYING CERTIFICATION

2.1 City agrees that its authorized official shall execute the Federal Anti-Lobbying Certification found in Exhibit D this Agreement. Exhibit D is expressly incorporated in and made a part of this Agreement.

2.2 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement**.**

2.3 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

2.4 City shall require that

2.4.1 the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements); and

2.4.2 all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. City certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, City understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

3 CERTIFICATION REGARDING DEBARMENT

3.1 Because this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, City is required to verify that none of the contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3.2 City must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

3.3 This certification is a material representation of fact relied upon by Travis County. If it is later determined that City did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA or any other funding source and Travis County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.4 City agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. City further agrees to include a provision requiring this compliance in its lower tier covered transactions

3.5 City shall complete and update a Certification Regarding Debarment on the form in Exhibit C whenever there is a change in status.

4 HIPAA COMPLIANCE

City shall ensure that the persons performing services under this Contract comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), and 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under

HIPAA and HITECH; the Genetic Information Nondiscrimination Act of 2008; 42 Code of Federal Regulations, Part 2 which forms the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001.

5 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, City, or any other party pertaining to any matter resulting from the Agreement.

6 FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

6.1 City acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to City's actions pertaining to this Agreement.

6.2 False Statements by City. By acceptance of this Interlocal Agreement, City makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Interlocal Agreement. If applicable, City will comply with the requirements of 31 USC § 3729, which set forth that recipients of federal payments shall not submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the City signs or executes the Interlocal Agreement with a false statement or it is subsequently determined that City has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Interlocal Agreement, then County may consider this act a possible default under this Interlocal Agreement and may terminate or void this Interlocal Agreement for cause and pursue other remedies available to County under this Interlocal Agreement and applicable law. False statements or claims made in connection with County grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

7 COMPLIANCE WITH THE AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT

7.1 Overtime requirements. No Contractor or Subrecipient contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5) the City and any Subrecipient responsible therefor shall be liable for the unpaid wages. In addition, such City and Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5).

7.3 Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency or any other funding source or its loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by City or Subrecipient under any such contract or any other Federal contract with the same prime City, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime City, such sums as may be determined to be necessary to satisfy any liabilities of such City or Subrecipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. Sec. 5.5)

7.4 Subcontracts. City or Subrecipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. Sec. 5.5) and also a clause requiring the Subrecipients to include these clauses in any lower tier subcontracts. The prime City shall be responsible for compliance by any Subrecipient or lower tier subrecipient with the clauses set forth in paragraphs (b)(1) through (4) of this section

8 CLEAN AIR ACT

8.1 City agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

8.2 City agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

8.3. City agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

9 FEDERAL WATER POLLUTION CONTROL ACT

9.1. City agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9.2. City agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

9.3. City agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

10. PROCUREMENT OF RECOVERED MATERIALS

10.1 In the performance of this Agreement, City shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

10.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

10.1.2 Meeting contract performance requirements; or

10.1.3 At a reasonable price.

10.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program."

11 PROHIBITED COSTS

CRF Funding s may not be used in connection with the following acts by City or individuals employed by CRF Funding:

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of the CRF Funding.

B. Damages covered by insurance.

C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.

E. Reimbursement to donors for donated items or services.

F. Workforce bonuses other than hazard pay or overtime.

G. Severance pay.

H. Legal settlements.

12 REQUIRED DOCUMENTATION

Funding for this Interlocal Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Interlocal Agreement must be made in accordance with this Interlocal Agreement and any other applicable laws, rules or regulations. Further, City acknowledges that all funds are subject to recapture and repayment for non-compliance.

Part 3 – APPLICABLE STATE STATUTES

1. PUBLIC INFORMATION AND MEETINGS

1.1 City acknowledges that the County of Travis, a corporate and political subdivision of the State of Texas, and this Interlocal Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA").

1.2 City acknowledges that County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

1.3 City acknowledges that information created or exchanged in connection with this Interlocal Agreement, including all reimbursement Expense Documentation submitted to County, is subject to the PIA, whether created or produced by the City or any third party, and the City agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to County or United States Department of the Treasury.

1.4 City will cooperate with County in the production of documents or information responsive to a request for information.

2 E-VERIFY

By entering into this Interlocal Agreement, City certifies and ensures that it utilizes and will continue to utilize, for the term of this Interlocal Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the City pursuant to the Interlocal Agreement.

3 ENERGY CONSERVATION

If applicable, City agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4 NEPOTISM

City shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the City's governing body or of the City's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

5 CHILD PROTECTION

5.1 City shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5,2 City shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. City shall also ensure that all program personnel are properly trained and aware of this requirement.

6 WORKPLACE PROTECTION

6.1 City shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

6.2 City shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

Part 4 - SIGNATURES AND EXHIBITS

1. DUPLICATE ORIGINALS:

This Agreement may be executed in duplicate originals and is effective when executed by both Parties.

2. SIGNATORY WARRANTY

The persons signing this Agreement for the Parties represent and warrant that they are officers of entity for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective entity and that their executions are the acts of the Parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

3. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

COUNTY OF TRAVIS, STATE OF TEXAS

_____
BY: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF WEST LAKE HILLS

_____
BY: Linda Anthony
Mayor, City of West Lake Hills

Date: _____

Approved as to Form:

_____
Assistant County Attorney
Travis County Attorney's Office

Exhibit A

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.[1]

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

[1] *See* Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
   - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
   - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   - Costs of providing COVID-19 testing, including serological testing.
   - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
   - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
   - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
   - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
   - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
   - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
   - Expenses for public safety measures undertaken in response to COVID-19.
   - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
   - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
   - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
   - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
   - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
   - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
   - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
   - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
   - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
   - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures[2]

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.[3]
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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[2] In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

[3] *See* 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

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[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum $1.25 billion allocation and had one county with a population over 500,000 that received $250 million directly. The State should distribute 45 percent of the $1 billion it received, or $450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend $750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Exhibit B

COVID-19 Response Recovery Uses of Coronavirus Relief Fund

Cost Categories Eligible for Reimbursement to Eligible Cities*				
	Cost Category	**Activity**	**Overlap**	**Description**
1	Medical Expenses	Public telemedicine capabilities		Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2	Payroll Expenses	COVID Dedicated Payroll Expenses		Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
3	Compliance Expenses	Distance learning		Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
4	Compliance Expenses	Telework capability improvement		Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
5	Compliance Expenses	Providing paid sick and medical leave		Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
6	Compliance Expenses	Care of homeless populations		Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
7	Economic Expenses	Government payroll support program		Expenditures related to a State, territorial, local, or Tribal government payroll support program.
8	Economic Expenses	Unemployment insurance costs		Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
9	Other COVID-19 Related Expenses	Other COVID-19 Related Expenses		As specifically allowed by US Treasury Department.
10	Economic Expenses	Provision of grants to small businesses	TC-EDSI	Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures are allowed but require close coordination with County staff.

***** If another local entity is using federal COVID-19 response and recovery funding for any of these eligible expenses within an eligible city's corporate limits, reimbursements for those expenses will be disallowed.

Ineligible Cost Categories - Services Provided Directly by Travis County				
	Cost Category	**Activity**	**Overlap**	**Description**
1	Compliance Expenses	Rent, mortgage and utility assistance	TC-HHS	Expenses for rent, mortgage and utility assistance to low income residents impacted by the COVID-19 public health emergency and subsequent economic impacts.

Cost Categories Eligible for FEMA Funding				
	Cost Category	**Activity**	**Overlap**	**Description**
1	Medical Expenses	Public medical facility expenses	FEMA	COVID-19-related expenses of public hospitals, clinics, and similar facilities.
2	Medical Expenses	Establishing temporary facilities	FEMA	Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
3	Medical Expenses	Testing	FEMA	Costs of providing COVID-19 testing, including serological testing.
4	Medical Expenses	Emergency medical response	FEMA	Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
5	Public Health Expenses	Communication and enforcement	FEMA	Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
6	Public Health Expenses	Medical supply acquisition and distribution	FEMA	Expenses for acquisition and distribution of medical and protective supplies.
7	Public Health Expenses	Disinfection of public areas	FEMA	Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
8	Public Health Expenses	Technical assistance	FEMA	Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
9	Public Health Expenses	Public safety measures	FEMA	Expenses for public safety measures undertaken in response to COVID-19.
10	Public Health Expenses	Quarantining	FEMA	Expenses for quarantining individuals.
11	Compliance Expenses	Maintaining prisons and jails	FEMA	COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.

Exhibit C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CITY

Federal Executive Order 12549 requires Travis County to screen each covered potential City to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered City must also screen each of its covered subrecipients.

In this certification "City" refers to both City and subrecipient; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the City accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the City knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The City shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential City learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The City agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this contract? ___YES ___NO

5. The City further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. City may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. City must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

certification document. The knowledge and information of City is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if City in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered City:

☐

The City certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, or the State of Texas.

☐

The City is unable to certify to one or more of the terms in this certification. In this instance, the City must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

City of West Lake Hills

_____
Vendor I.D. or Social Security No.

_____
Signature of Authorized Representative

_____
Date

Linda Anthony
Printed/Typed Name

Mayor
Title of Authorized Representative

Exhibit D

Federal Anti-Lobbying Certification

The undersigned City certifies that, to the best of its knowledge:

No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement**.**

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

City shall require that:

1) the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and
2) all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. City certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, City understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of City's Authorized Official

Linda Anthony, Mayor
Name and Title of City's Authorized Official

_____
Date

City of West Lake Hills
Neighborhood Traffic Calming Survey

Dear Neighbors:

We are requesting the City of West Lake Hills evaluate the need for installation of traffic calming devices on our street. As you are probably aware, there are other streets in West Lake Hills where they have already been installed and the City is willing to consider our street as well.

The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	Y
Q2	Would you like the posted speed limit reduced?	Y
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	OK
Q4	Would you like a radar speed limit sign installed? NEEDS TO BE MOVED FORWARD AND	
Q5	Are additional stop signs needed? MAYBE	
Q6	Are there other measures you would like to see taken to reduce speed? ENFORCE 25mph TREES BLOCKING VIEW	

Additional Comments: A SPEED SIGN LIKE ROCKINGWOOD DRIVE WOULD BE HELPFUL

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: F DEJONG
Signature:
Address: 105 REVEILLE RD
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

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City of West Lake Hills
Neighborhood Traffic Calming Survey

Dear Neighbors:

We are requesting the City of West Lake Hills evaluate the need for installation of traffic calming devices on our street. As you are probably aware, there are other streets in West Lake Hills where they have already been installed and the City is willing to consider our street as well.

The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	Y
Q2	Would you like the posted speed limit reduced?	Y
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	Y
Q4	Would you like a radar speed limit sign installed?	Y
Q5	Are additional stop signs needed?	N
Q6	Are there other measures you would like to see taken to reduce speed?	N

Additional Comments:

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: Tom Lupton
Signature: Tom Lupton
Address: 110 Reveille Rd.
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

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City of West Lake Hills
Neighborhood Traffic Calming Survey

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The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	Yes
Q2	Would you like the posted speed limit reduced? (people don't go 25 as it is)	No
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	NO
Q4	Would you like a radar speed limit sign installed?	YES
Q5	Are additional stop signs needed?	NO
Q6	Are there other measures you would like to see taken to reduce speed?	YES

Additional Comments: Speed traps. Police present to give tickets.

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: Gretchen Inman
Signature:
Address: 112 Reveille Rd.
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

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City of West Lake Hills
Neighborhood Traffic Calming Survey

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The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	yes
Q2	Would you like the posted speed limit reduced?	yes
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	yes
Q4	Would you like a radar speed limit sign installed?	yes
Q5	Are additional stop signs needed?	no
Q6	Are there other measures you would like to see taken to reduce speed?	

Additional Comments:

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: Roopa Shah
Signature: Roopa S. Shah
Address: 114 Reveille Rd.
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

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City of West Lake Hills
Neighborhood Traffic Calming Survey

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The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	Yes
Q2	Would you like the posted speed limit reduced?	Yes
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	Yes
Q4	Would you like a radar speed limit sign installed?	
Q5	Are additional stop signs needed?	No
Q6	Are there other measures you would like to see taken to reduce speed?	Yes

Additional Comments: Possible Police patrol / police traffic control... in addition to speed cushions!

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: Barbara Brannan
Signature: Brannan
Address: 118 Reveille Road
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

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City of West Lake Hills
Neighborhood Traffic Calming Survey

Dear Neighbors:

We are requesting the City of West Lake Hills evaluate the need for installation of traffic calming devices on our street. As you are probably aware, there are other streets in West Lake Hills where they have already been installed and the City is willing to consider our street as well.

The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	Y
Q2	Would you like the posted speed limit reduced?	Y
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	Y
Q4	Would you like a radar speed limit sign installed?	Y
Q5	Are additional stop signs needed?	N
Q6	Are there other measures you would like to see taken to reduce speed?	

Additional Comments:
Speed bumps similar to Rocky River Rd would be a greater safety measure for our children. please help!

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: Luke McCage
Signature:
Address: 206 Reveille Rd
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

Scanned with CamScanner

City of West Lake Hills
Neighborhood Traffic Calming Survey

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The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	YES
Q2	Would you like the posted speed limit reduced?	NO
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	YES
Q4	Would you like a radar speed limit sign installed?	ALREADY DONE
Q5	Are additional stop signs needed?	NO
Q6	Are there other measures you would like to see taken to reduce speed?	NO

Additional Comments:
REVEILLE ROAD IS A READILY ACCESSIBLE ALTERNATIVE TO WESTLAKE DRIVE. WE NEED SPEED CUSHIONS TO EITHER DISCOURAGE TRAFFIC ON THE STREET OR SLOW TRAFFIC DOWN ON OUR STREET. OTHER ADJACENT ROADS (RUSSEY DRIVE) ALREADY HAVE SPEED CUSHIONS, AND REVEILLE SHOULD FOLLOW SUIT. THERE ARE MANY KIDS THAT LIVE ON THE STREET, AND ONLY ONE SIDE HAS A SIDEWALK.

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: BRADLEY AND LAUREN DRYERS
Signature: [signature]
Address: 208 REVEILLE RD.
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

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City of West Lake Hills
Neighborhood Traffic Calming Survey

Dear Neighbors:

We are requesting the City of West Lake Hills evaluate the need for installation of traffic calming devices on our street. As you are probably aware, there are other streets in West Lake Hills where they have already been installed and the City is willing to consider our street as well.

The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	Y
Q2	Would you like the posted speed limit reduced?	Y
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	Y
Q4	Would you like a radar speed limit sign installed?	Y
Q5	Are additional stop signs needed?	N/A
Q6	Are there other measures you would like to see taken to reduce speed?	See Below

Additional Comments: Add curb to existing sidewalk?

Please sign & complete this survey and return it by: Sunday June 14th ~~Friday, June 5th~~, 2020

Name: Brent Clayton
Signature: [signature]
Address: 215 Reveille
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
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		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	yes
Q2	Would you like the posted speed limit reduced?	yes
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	yes
Q4	Would you like a radar speed limit sign installed?	yes
Q5	Are additional stop signs needed?	yes
Q6	Are there other measures you would like to see taken to reduce speed?	

Additional Comments:
When I walk my kids to school ~~the car~~ some of the cars excessively speed. I feel like added speed bumps or stop signs would be helpful in enforcing a safer speed limit for the families that live on our street.

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: Carissa Mongelli
Signature: ~~217 Reveille R~~ Ca
Address: 217 Reveille Rd
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

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Steven D. Johnson

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		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	Yes
Q2	Would you like the posted speed limit reduced?	NO
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	Yes
Q4	Would you like a radar speed limit sign installed?	yes
Q5	Are additional stop signs needed?	NO
Q6	Are there other measures you would like to see taken to reduce speed?	yes

Additional Comments: police speed control until speed cushions are installed.

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: Steven Johnson
Signature: SJ
Address: 308 Reveille Rd
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

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The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	Y
Q2	Would you like the posted speed limit reduced?	N
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	Y
Q4	Would you like a radar speed limit sign installed?	N
Q5	Are additional stop signs needed?	N
Q6	Are there other measures you would like to see taken to reduce speed?	Y

Additional Comments:

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: Dave & Denyse Kroll
Signature:
Address: 314 Reveille Rd
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

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City of West Lake Hills
Neighborhood Traffic Calming Survey

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The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	YES
Q2	Would you like the posted speed limit reduced?	NO
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	NO
Q4	Would you like a radar speed limit sign installed?	NO
Q5	Are additional stop signs needed?	NO
Q6	Are there other measures you would like to see taken to reduce speed?	

Additional Comments:
- A roundabout instead of a stop sign
- Close one end of Reville no longer a through street
- A police presence has been effective in the past

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: JEFF MOSKAL
Signature:
Address: 301 REVEILLE RD
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

Scanned with CamScanner

City of West Lake Hills
Neighborhood Traffic Calming Survey

Dear Neighbors:

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The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	YES
Q2	Would you like the posted speed limit reduced?	NO
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	YES
Q4	Would you like a radar speed limit sign installed?	No more needed
Q5	Are additional stop signs needed?	NO
Q6	Are there other measures you would like to see taken to reduce speed?	Flashing police lights on radar signs (like Bellingwood Rd)

Additional Comments:

Please sign & complete this survey and return it by: *Friday, June 5th, 2020*

Name: Brian May
Signature: Brian May
Address: 310 Reveille Rd.
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

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The first step in the evaluation process is to determine if the residents on our street are in favor of additional action being taken.

		Yes/No
Q1	In your opinion, is there excessive speeding on your street?	Yes
Q2	Would you like the posted speed limit reduced?	No
Q3	Would you like speed cushions installed? (*They may be in front of your house*)	YES!
Q4	Would you like a radar speed limit sign installed?	Yes
Q5	Are additional stop signs needed?	No
Q6	Are there other measures you would like to see taken to reduce speed?	No

Additional Comments:
This is an overdue action, particularly because of the increasing number of young children residing on Reveille, and because it is a primary walking thoroughfare in the neighborhood.

Please sign & complete this survey and return it by: ~~Friday, June 5th, 2020~~ Monday 15th

Name: Stacey Chang
Signature:
Address: 312 Reveille Rd
City: West Lake Hills, TX 78746

Please call me or email me if you have any questions, my contact information is and you can feel free to drop your survey off in my mailbox at 308 Reveille:

Phone: 512-789-5320
Email:

Thank you for your participation in this survey.
Steven D. Johnson

Scanned with CamScanner

TREE VARIANCES
STAFF REPORT **JUNE 24, 2020**

Project Name: 622 Cortona Drive – variance request to remove six trees 14" or greater

Requested Action: Removal of six trees 14" or greater for the construction of a new residence

Agenda Item: Land Use: **622 Cortona Drive:** Discussion/recommendation of a request for six (6) tree variances to construct a new residence: Tree # 7224 (Multi-Stem Cedar, 24.25"); Tree # 7321 (Multi-Stem Cedar, 16"); Tree # 7589 (Multi-Stem Cedar, 18.25"); Tree # 7586 (Multi-Stem Cedar, 15"); Tree # 7712 (Multi-Stem Cedar, 29.25"); and Tree # 7684 (Multi-Stem Cedar, 20.25") (West Lake Hills Code Section 22.03.304). Owners Steve and Cari Henry/Applicant Clint Garwood.

Applicant Information: Owners Steve and Cari Henri (Applicant/Power of Attorney Clint Garwood)

Hearing Dates:

June 17, 2020	ZAPCO
June 24, 2020	City Council

Location: The subject property is located north of Bee Cave Road, west of Westlake Drive, south of Buckeye Trail.

Zoning & Site Characteristics:
The subject property is a vacant lot zoned R-1 – One-Family Residential. The surrounding neighborhood is also zoned R-1. The property is steeply sloped and includes a natural drainage canal and wet weather creek. It is approximately 1.78 acres.

Background & Analysis:
The property owners are seeking variances to remove six Cedar trees that are 14" diameter or greater in order to construct a new two-story home. The tree survey indicates there are over 600 trees on the property, including 37 that are 14" or greater. Four of the requested variance trees (Tree # 7224, #7321, #7589, and #7586) are located in the proposed driveway footprint. The location of the driveway is limited by the City's driveway setback requirements in addition to site constraints including the wet weather creek and drainage easement. Tree #7712 is located in the proposed garage location, and Tree #7684 is located in the footprint of the proposed house.

The proposed building footprint is located in an area of the lot with the fewest trees and also takes into consideration other site constraints including a natural drainage canal and steep topography.

Variance Criteria Review:
When applying for a variance, the applicant has established by competent evidence that:

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 application states – "Our lot is a "flagpole" shape, with the "flag" portion of the lot located at the back and the "pole" portion extending about 450' to the street access. The site hosts a natural wet weather creek and Cliffside, as well as a natural drainage canal, which both further restrict the buildable area to the back of the lot."

2. There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.
   The application states – "Our site contains over (600) trees that create a nearly full canopy across all but a small portion of the site. Of the (37) protected (14" diameter) trees, we wish to remove (6), all ashe juniper ("cedar") trees...Our proposed driveway and building footprints are concise and consolidated, including slight "jogs" to accommodate the natural terrain and flora."

3. There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.
   The application states – "As mentioned above, 622 Cortona Drive is a "flagpole" lot with vehicular access to the buildable area limited to a narrow "pole" between a drainage easement and the 10' driveway setback. This, along with the natural creek and drainage canal site features, as well as standard building setbacks, buildable area is limited and isolated to a relatively small area (approximately 10%) of the property."

4. The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.
   The application states – "Our driveway and residence footprint have been carefully laid out to preserve maximum trees and minimize tree removal."

5. The variance does not violate the intent of the Zoning Ordinance or the goals of the City's Comprehensive Plan.
   The application states – "Given the property's size, 1.78 acres, natural undisturbed buffers of 25' – 100' wide would exist upon completion of construction between the proposed improvements and the property lines. This, along with neighboring property setbacks and natural buffer zones, would maintain a natural and native Central Texas aesthetic on and around the property. Additionally, the proposed new

residence would be fully concealed from public view with now portion of the proposed residence being visible from City of West Lake Hills' rights of way."

6. <u>The variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners.</u>
   The application states – "Our proposed residence would create maximum distance between it and its neighboring residences. Additionally, given the aforementioned buffer zones, remaining tree canopy and shape of the lot, there would be minimal visual and audial connection between properties."

<u>Traffic/Transportation</u>
No traffic impact is anticipated if the requested variances are approved.

<u>Lighting</u>
Outdoor lighting is not part of the variance application, and will be reviewed at a later time with the building permit application.

<u>Building Code</u>
The property and future construction will have to comply with all applicable City codes.

<u>Subdivision</u>
This request will not change the subdivision.

<u>Comprehensive Planning Analysis</u>
Per the Comprehensive Plan, areas located in Area 1 (Residential) shall have careful site planning to avoid unnecessary clearing or disturbing of the land and to protect native trees and the thin soil mantle in the area. One of the general goals of the Comprehensive Plan is to "Preserve the natural, wooded, rural character."

Zoning & Planning Commission Recommendation
During the June 17, 2020 ZAPCO meeting, the Commissioners recommended approval of the six requested variance trees by a vote of 3 (ayes) – 1 (nay).

Staff Recommendation
Staff recommends approval of the requested variances due to the unique site characteristics including the creek, natural drainage channel and topography that pose a hardship. If the requested variances are granted, the property owners will be responsible for replacing the trees (150% of the total variance tree diameter inches) per City Code requirements.

***

Sec. 22.03.304 Tree and vegetation removal and replacement
(a) <u>Removal policy</u>.
***

(4) The removal of trees greater than or equal to 14 inches in diameter measured at a point 54 inches above the ground is prohibited except as allowed under section 22.03.303(b)(7) and therefore such removal requires a variance from the city council. (Ordinance 223 adopted 9/14/11)

(d) Calculating tree replacement requirements.
(1) Trees of any species with a trunk diameter of less than 6 inches do not require replacement.
(2) Conifer and Juniper trees (commonly referred to as "cedars") with a trunk diameter of less than 12 inches that are removed to establish a fire safety buffer zone in accordance with section 22.03.303(b)(5) do not require replacement.
(3) Conifer and Juniper trees (commonly referred to as "cedars") with a trunk diameter of 3 inches or less that are removed as a fire prevention measure in accordance with section 22.03.303(b)(6) do not require replacement.
(4) To compensate for the removal of live trees that are not diseased, dying or dead (as defined in accordance with section 22.03.303(b)(7)) and that are removed in accordance with this section, the property owner must install replacement trees according to the following requirements:
(A) All trees with trunk diameters equal to or greater than six inches and less than 14 inches must be replaced on a 75% basis. In such cases, the replacement trees planted must have trunk diameters of at least 3 inches. For example, if a 12-inch tree is removed, then a total of 9 replacement inches must be planted using trees with a minimum trunk diameter of 3 inches.
(B) All trees with trunk diameters greater than or equal to 14 inches require a variance to subsection (a)(4) above and must be replaced on a 150% basis. For example, if a 16-inch tree is removed, then a total of 24 replacement inches must be planted using single-trunk trees with a minimum trunk diameter of at least 3 inches.
Trunk diameter <6 inches: No replacement required.
From 6 inches to <14 inches: 75% replacement required: Must use replacement trees with trunk diameters of at least 3 inches.
14 inches and larger: Requires variance; 150% replacement required: Must use replacement single-trunk trees with trunk diameters of at least 3 inches.
(5) To compensate for the loss of diseased or dying trees removed in accordance with this section and with section 22.03.303(b)(7), the property owner must install replacement trees on a 50% basis. In such cases, the replacement trees planted must have trunk diameters of at least 1-1/2 inches. For example, if a 9-inch tree is removed, then a total of 4-1/2 replacement inches must be planted using trees with a minimum trunk diameter of 1-1/2 inches.
(6) In the case of dead trees removed in accordance with this section and with section 22.03.303(b)(7), no replacement is required.
(7) For purposes of calculating the replacement inches as required above, the trunk diameters of all replacement trees shall be measured at a point 12 inches above the ground.
(8) Replacement trees shall count on an inch-for-inch basis.
(9) When using a species with multiple trunks (e.g., Texas Mountain-Laurel, Yaupon Holly, etc.) for replacement purposes, the following chart shall be used to convert the planting container measurement to the equivalent trunk diameter for the purposes of this section:

Planting Container Size	Equivalent Trunk Diameter
20 gallons	3 inches
30 gallons	4 inches
40 gallons	5 inches

(10) The planting of native grasses or ground cover is encouraged, but shall not satisfy any tree replacement requirement.
***

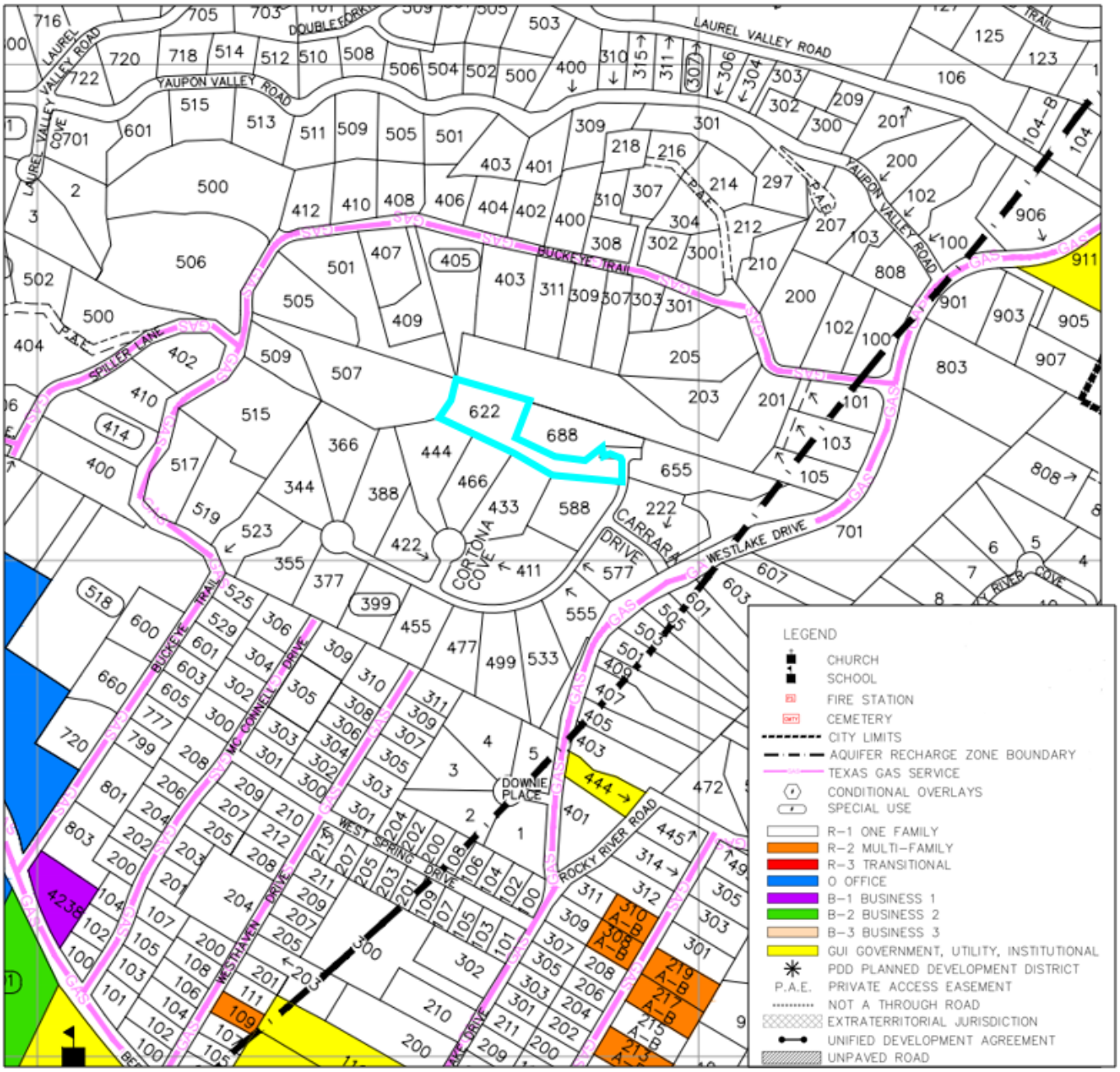
Sec. 22.03.514 Criteria required for granting variance

No variance shall be granted under this chapter unless the following criteria are fulfilled:
(1) Findings. The applicant has established by competent evidence that:
(A) The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.
(B) There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.
(C) There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.
(D) The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.
(2) ZAPCO. The recommendation of zoning and planning commission shall include an analysis of whether:
(A) The variance may violate the intent of this chapter or the goals of the city's comprehensive plan; and
(B) The variance may have an adverse effect on neighborhood properties, or interfere with the respective owners' enjoyment thereof; and
(C) When considering variance requests for nonresidential projects in the Commercial Overlay District, whether the variance, when considered as part of the proposed project (as a whole), furthers achievement of the land planning principles set forth in the city's master plan, attachment B, as codified in article 28.02 of this code.
(3) Conditions. The city council can impose, and the zoning and planning commission can recommend imposition of, reasonable conditions upon granting a variance if the conditions are related to the subject of the variance. When considering variance requests for nonresidential projects in the Commercial Overlay District are necessary to achieve one or more of the land planning principles set forth in the city's master plan, attachment B, as codified in article 28.02 of this code.
(Ordinance 137, att. A, adopted 9/15/08)

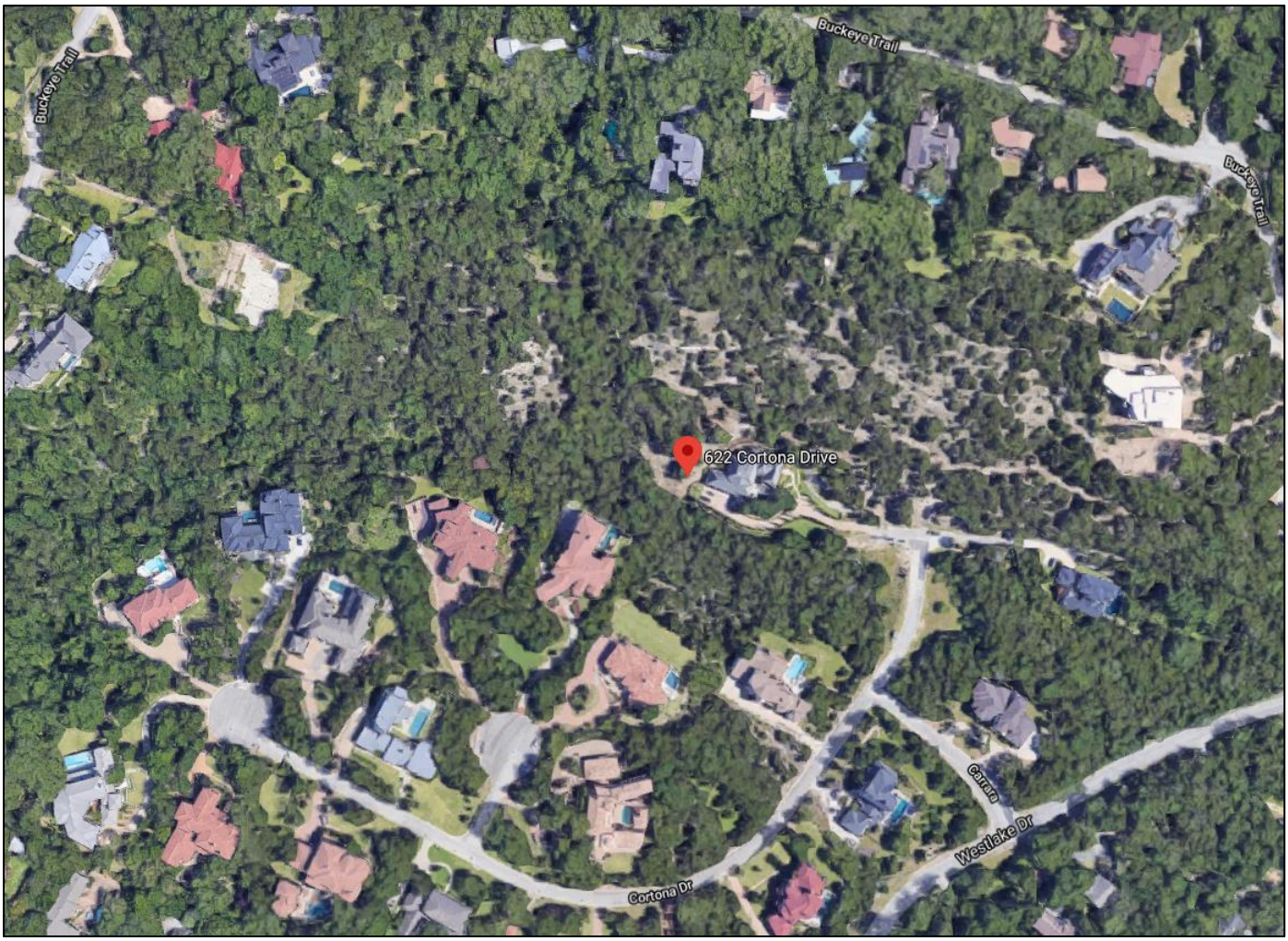
***

(Maps to follow)

Zoning:


LAUREL VALLEY ROAD
YAUPON VALLEY ROAD
BUCKEYE TRAIL
WESTLAKE DRIVE
CARRARA DRIVE
CORTONA COVE
DOWNIE PLACE
ROCKY RIVER ROAD
WEST SPRING DRIVE
WESTHAVEN DRIVE
MC CONNELL DRIVE
SPILLER LANE
LEGEND
CHURCH
SCHOOL
FIRE STATION
CEMETERY
CITY LIMITS
AQUIFER RECHARGE ZONE BOUNDARY
TEXAS GAS SERVICE
CONDITIONAL OVERLAYS
SPECIAL USE
R-1 ONE FAMILY
R-2 MULTI-FAMILY
R-3 TRANSITIONAL
O OFFICE
B-1 BUSINESS 1
B-2 BUSINESS 2
B-3 BUSINESS 3
GUI GOVERNMENT, UTILITY, INSTITUTIONAL
PDD PLANNED DEVELOPMENT DISTRICT
P.A.E. PRIVATE ACCESS EASEMENT
NOT A THROUGH ROAD
EXTRATERRITORIAL JURISDICTION
UNIFIED DEVELOPMENT AGREEMENT
UNPAVED ROAD

Aerial:


Buckeye Trail
Buckeye Trail
Buckeye Trail
622 Cortona Drive
Carrera
Westlake Dr
Cortona Dr

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, June 17, 2020 at 6:30 PM

1. Call to Order. Chairman Robert Meisel.

With a quorum present, Chairman Meisel called the meeting to order at 6:32 p.m. Members in attendance were Robert Meisel, Bill Harwell, James Vaughan, Bill Vandersteel and Laurie Maccini.

2. 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. Approval of the May 20, 2020 Regular Meeting Minutes.

James Vaughan had some revisions.

Chairman Meisel recommends the May 2020 minutes be postponed to July 2020.

3. Land Use **4609 Bee Cave Road**: Consideration of a sign variance application for a projecting/wall sign at Creekside at the Hills that exceeds the maximum allowed size (Chapter 32 of the West Lake Hills Code). Applicant Bogle Family Realty (Power of Attorney LM Holder II FAIA).

   a. Staff Briefing

Planner Naini gives the staff briefing. Staff Recommendation: Approval.

Chairman Meisel: This is an internal sign and not visible from Bee Cave Road.

   b. Presentation by applicant

Philip Southwick is the architect. We want an arrival point to the building. We are behind a mature development. We want an appropriately designed sign. I did include two new renderings at the recommendation of BDC.

   c. Public Hearing: All persons wishing to speak for or against shall be heard.

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

d. Deliberation and Action

Commissioner Vandersteel: Our ordinances need some review. The rendering presented seems to work with the building. I'm happy with the sign as presented.

Commissioner Harwell: I agree with Commissioner Vandersteel. It is appropriate to the building.

Commissioner Vaughan: If the sign is not visible do we take a lighter approach? It's fine.

Chairman Meisel references renderings on Pages 23 and 24. I feel there has not been a hardship to allow that size. I am opposed to this as it stands.

Commissioner Vandersteel: Does the monument sign allow for each tenant?

Philip: The Hills did get a variance in 2006 for a larger sign. We don't get to develop the street frontage. They promote their own tenants.

Chairman Meisel: Look at Page 30, the rendering submitted after BDC, from that angle you see the building and address. I would recommend a directional sign and not have a variance at all. A monument of some sort back in the green space.

Bill Vandersteel: I agree with Chairman Meisel.

Philip: There is so much landscaping.

COMMISSIONER VANDERSTEEL MOVES TO RECOMMEND APPROVING 48 SQ. FT. AND NOT 60. COMMISSIONER HARWELL SECONDS. UNANIMOUS (4-0) APPROVAL.

4. Land Use **622 Cortona Drive**: Discussion/recommendation of a request for six (6) tree variances to construct a new residence: Tree # 7224 (Multi-Stem Cedar, 24.25"); Tree # 7321 (Multi-Stem Cedar, 16"); Tree # 7589 (Multi-Stem Cedar, 18.25"); Tree # 7586 (Multi-Stem Cedar, 15"); Tree # 7712 (Multi-Stem Cedar, 29.25"); and Tree # 7684 (Multi-Stem Cedar, 20.25") (West Lake Hills Code Section 22.03.304). Owners Steve and Cari Henry/Applicant Clint Garwood.

a. Staff Briefing

Planner Naini reads the Staff Briefing. Staff Recommendation: Approval.

b. Presentation by applicant

Clint Garwood is the architect. We have a flag-shaped lot. A drainage easement limits where we can put the driveway. We are only asking to remove 6 of the 37 protected trees. We end up with natural buffers on the property. We will be replacing the required trees.

c. Public Hearing: All persons wishing to speak for or against shall be heard.

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

d. Deliberation and Action

Commissioner Maccini: There are 37 protected trees. How many are coming down in total?

Clint: I can't answer that. Having worked with Russell Cain, we will be replacing what is required.

Commissioner Vandersteel: Are you only taking trees to build the building?

Clint: We don't intend to rake all the unprotected trees. Just for the new residence and driveway.

Chairman Meisel: I see the hardship with the topography. That lot has numerous challenges. How is the impervious cover?

Clint: We're around 21%. We intend to do rainwater collection.

Chairman Meisel: Sounds like a sound decision on your part.

Commissioner Maccini: There is a large one at the very top. Tree 7712, to me that is design driven.

Commissioner Vandersteel: It's a cedar and I hope they would be putting in better trees. I'd rather have a bunch of nicer trees.

Chairman Meisel: Page 46 showing the layout, I want to compllment the architect. I would encourage the commission to act favorably.

COMMISSIONER VANDERSTEEL MOVES TO RECOMMEND APPROVAL. COMMISSIONER HARWELL SECONDS. (3-1) COMMISSIONER MACCINI VOTES AGAINST.

5. Land Use **City of West Lake Hills Code Chapter 32 - Signs:** Discussion/recommendation on proposed amendments to the Sign Ordinance, Title II, Chapter 32 of the City of West Lake Hills Code of Ordinances amending processes for sign application approvals; definitions and terms; and other related amendments.

a. Staff Briefing

Planner Naini gives a Staff Briefing: City Administrator Askey should have signs go to Council and not go through BDC and ZAPCO unless they have a variance.

b. Public Hearing: All persons wishing to speak for or against shall be heard.

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

c. Deliberation and Action

Commissioner Vandersteel: I'm not on the BDC but I know what they do. Even if it is within their code requirements, shouldn't it still be reviewed?

Planner Naini: If it meets code we have to approve it. Council has the opportunity to look at it before taking action.

Chairman Meisel: If they meet the requirement we can't do anything.

Commissioner Maccini: I didn't see anything saying codes are changing; only streamlining and clarifying the language?

Planner Naini: Right. We are a Silver Scenic City and are proud of that. Number 5 has two amendments. Banners are separate from temporary signs. A lot of clarification. Our City Attorney reviewed it also.

Commissioner Vandersteel: Little changes make a big difference to me.

COMMISSIONER MACCINI MOVES TO RECOMMEND APPROVAL OF THE PROPOSED AMENDMENTS AS STATED BY THE STAFF REPORT. COMMISSIONER VAUGHAN SECONDS. (4-0) APPROVAL.

6. Adjournment. Chairman Robert Meisel.

Motion to adjourn the meeting at 7:24 p.m.

Respectfully submitted,

_____

ROBERT MEISEL, CHAIRMAN

ATTEST:

_____
ZAPCO Secretary Mark Litrell

These minutes were approved on _____, 2020.

DRAFT

APPLICATION COVER SHEET

Property Address: 622 Cortona Drive, West Lake Hill, TX 78746
Applicant Name: Steve and Cari Henry
Designated Agent (if any, Power of Attorney Required): Clint Garwood, AIA
Applicant Phone Number: 512.484.2405 Email Address: [redacted]
Date Application was Submitted: May 04, 2020
Variance(s) Requested: Removal of (6) protected (14"+ diameter) trees

Applicant completes above section; City Staff completes the section below:

Variance File Number: _____ *[A sequential identifier based on application date and noted in a Variance Application Log maintained by staff. Examples: 20110903A, 20110903B, 20111021A, etc.]*

Application Fees Due: $_____ ☐ Fees Received on _____ by _____

DRAFT APPLICATION PACKET MATERIALS

Draft Application Packet Received on _____ by _____
☐ Letter to ZAPCO Chairperson ☐ Variance Approval Criteria Answers
☐ Site Plan Coversheet ☐ Site Plan Drawings
☐ Elevation Views and Floor Plans (new structures only)
☐ Septic Assessment (new structures only)
☐ Additional Support Materials (if any): _____
☐ Power of Attorney (if any) – Designated Representative: _____
Staff Analysis completed on _____ by _____
Staff Analysis sent to Applicant on _____ by _____

FINAL APPLICATION PACKET

Final Application Packet Reviewed and Approved on _____ by _____
Notice to Proceed Letter sent to Applicant on _____ by _____
• Notification Letter must be postmarked by _____ ☐ Confirmed by _____
• Sign must be posted by _____ ☐ Confirmed by _____
15 Copies of Final Packet received on _____ ☐ Confirmed by _____

ZAPCO

Scheduled for ZAPCO Hearing on: _____
ZAPCO Action Letter sent on _____ by _____
ZAPCO Recommendation: _____
Conditions/Comments (if any): _____
Modified application and materials (if any) received on _____ by _____

BOA/CITY COUNCIL

Scheduled for BOA/Council Hearing on: _____
BOA/Council Action: _____
Conditions/Comments (if any): _____
BOA/Council Action Letter sent on _____ by _____

FOLLOW-UP

Follow-up dates (vegetative screening installed, survival verification, etc.): _____
• Notifications added to Incode on _____ by _____

Postponement History (if any): _____
Notes: _____

May 04, 2020

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

Dear Mr. Chairman:

We seek approval to remove (6) protected cedar trees at 622 Cortona Drive in order to build a new two-story residence and swimming pool.

The property contains over 600 trees, with (37) being protected (14" diameter), all ashe juniper. The lot is "flag shaped", with the buildable area being approximately 450' from the street access. This necessitates a long driveway to accommodate daily and emergency vehicular access. Our planned driveway would require removal of only (4) of the protected trees. Our proposed building footprint is isolated to an area of the property with the fewest trees and would require minimal disturbance to the existing wet weather creek and drainage canal on the site. The building and swimming pool footprint would require removal of only (2) of the protected trees.

During our design efforts we considered 'jogging' the driveway around protected tree 7224, but determined doing so would still require removal of its multiple trunks that have grown horizontally and low to the ground. They span the width of possible vehicular access and would impede emergency vehicular access regardless of driveway location. Additional considerations were made to adjust the overall footprint, and found other scenarios created further impact to the existing wet weather creek and drainage canal on the property. During our design efforts, careful consideration was made to balance a respect for existing trees as well as the existing creek and drainage canal. In short, we feel we have saved as many protected trees as reasonably possible, consistent with our goal to preserve as natural a landscape on the lot as possible.

Thank you for considering our variance request.

Sincerely,
Clint Garwood, AIA
Garwood Architecture

512.730.3747
GarwoodArchitecture.com

City of West Lake Hills Variance Approval Criteria Questions Regarding 622 Cortona Dr:

1. **Describe in detail any special conditions you believe will result in unnecessary hardship to you if the terms of this ordinance are strictly or literally enforced.**

Our lot is a "flagpole" shape, with the "flag" portion of the lot located at the back and the "pole" portion extending about 450' to the street access. The site hosts a natural wet weather creek and cliffside, as well as a natural drainage canal, which both further restrict the buildable area to the back of the lot. There are a few protected (14" diameter) trees on the buildable area, as well as a few along the "pole" portion that will have to be removed for construction of the driveway. In other words, this lot simply could not be built upon without some allowance for protected tree removal/replacement.

2. **Why do you think the natural terrain and existing flora will not be unreasonably disrupted or destroyed in the variance you are requesting is granted?**

Our site contains over (600) trees that create a nearly full canopy across all but a small portion of the site. Of the (37) protected (14" diameter) trees, we wish to remove (6), all ashe juniper ("cedar") trees. Thus, relative to the total tree population on the lot, we plan to remove a small minority, of which a very small proportion are protected.

Our proposed driveway and building footprints are concise and consolidated, including slight 'jogs' to accommodate the natural terrain and flora. Of the total 77,500 sq ft of property (total lot area), we seek to disturb less than 25% of the lot area with construction, with the remaining 75%+ left completely natural and undisturbed. Of this lot disruption, 8% would be necessary to install a driveway to facilitate daily and emergency vehicular access to the new residence. Additionally, the lower level floor height of our proposed residence steps up seven times in order to follow the natural terrain and minimize cut and fill of the site.

3. **What other reasonable alternatives have you considered? Why don't these other options alleviate the difficulty or hardship that you think exists?**

As mentioned above, 622 Cortona Drive is a "flagpole" lot with vehicular access to the buildable area limited to a narrow "pole" between a drainage easement and the 10' driveway setback. This, along with the natural creek and drainage canal site features, as well as standard building setbacks, buildable area is limited and isolated to a relatively small area (approximately 19%) of the property.

4. Why do you believe the variance you are requesting is the minimum required to alleviate the difficulty of hardship you think exists?

Our proposed driveway and residence footprint have been carefully laid out to preserve maximum trees and minimize tree removal.

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?

Given the property's size, 1.78 acres, natural undisturbed buffers of 25'-100' wide would exist upon completion of construction between the proposed improvements and the property lines. This, along with neighboring property setbacks and natural buffer zones, would maintain a natural and native Central Texas aesthetic on and around the property. Additionally, the proposed new residence would be fully concealed from public view with no portion of the proposed residence being visible from City of West Lake Hills' rights of way.

6. Why do you believe the variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners?

Our proposed residence would create maximum distance between it and its neighboring residences. Additionally, given the aforementioned buffer zones, remaining tree canopy and shape of the lot, there would be minimal visual and audial connection between properties.

SPECIAL POWER OF ATTORNEY FORM

KNOW ALL PERSONS BY THIS DOCUMENT that I, Steven L. Henry have made, constituted and appointed Clint Garwood & Associates to be my duly authorized representative in connection with an application dated _____, to be heard by the Building Design Committee, Zoning & Planning Commission, and City Council/Board of Adjustment of the City of West Lake Hills, Texas. All representations, whether oral or written, made by the representative in support of the request have the full force and effect of the applicant's approval. I do by this document constitute the above named representative as my true and lawful attorney-in-fact to act in my name, place and stead, to do and perform any act in connection with such application which I myself might perform or do if I was personally present.

Steven L. Henry
Property Owner/Applicant Name

SHenry
Property Owner/Applicant Signature

622 Cortona Dr. Austin TX 78746
Street Address City State Zip Code

512-484-0307
Property Owner/Applicant Phone Number

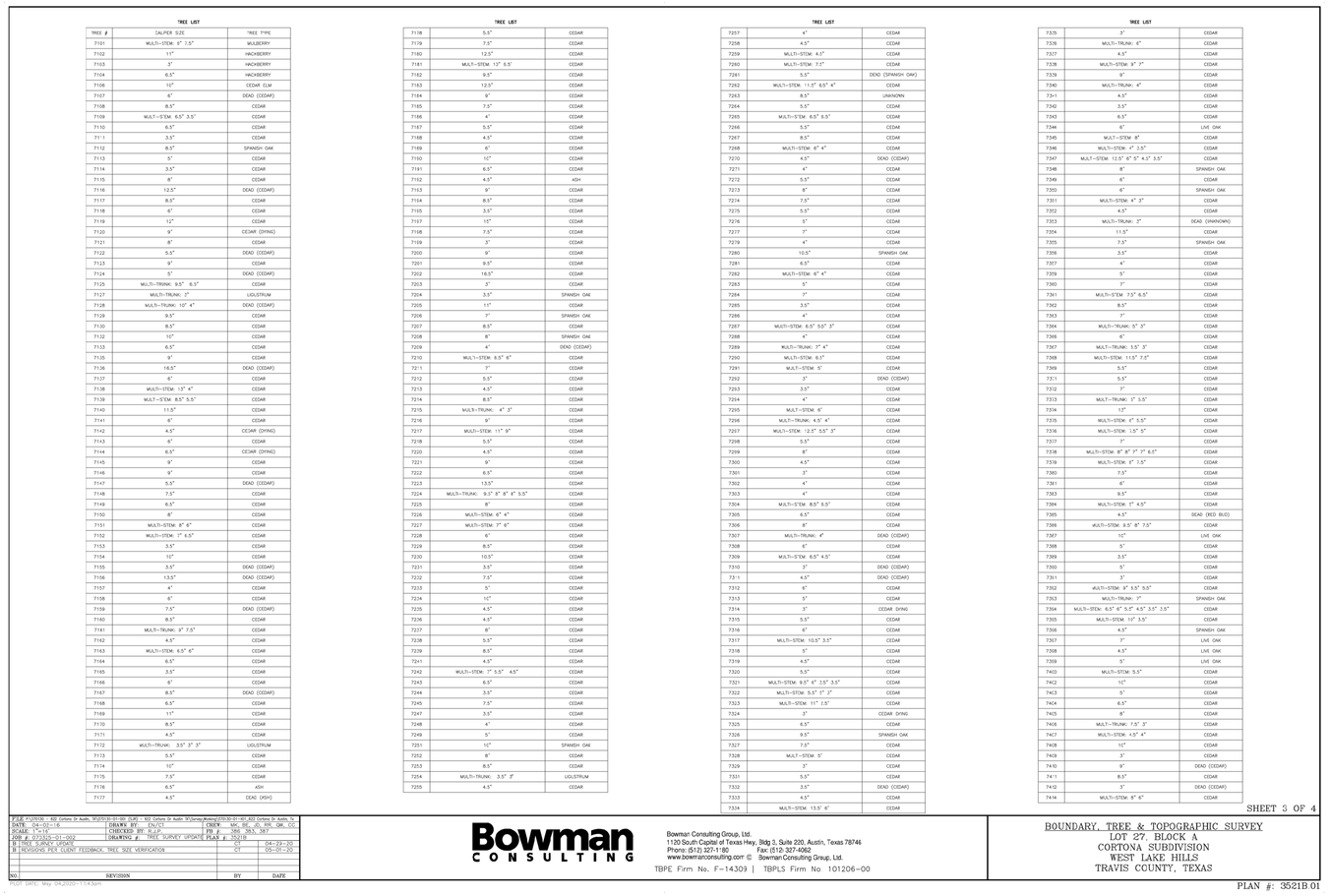
This instrument was acknowledged before me on this the 23 day of April, 2020.

JAYNE HELYER-SETTLE
My Notary ID # 131728674
Expires September 19, 2022

Jayne H. Settle
Notary Public in and for the State of Texas

GENERAL NOTES

512.730.3747 info@GarwoodArchitecture.com



"REC LIST"		
7602 B	SALIXIX SAP	TREE TYPE
7101	MULT-STEM 10" 13.5"	MULBERRY
7102	11"	MACHEERY
7103	8"	MACHEERY
7104	6.5"	MACHEERY
7106	10"	CEDAR ELM
7107	8"	DEAD (CEDAR)
7108	6.5"	CEDAR
7109	MULT-STEM 6.5" 3.5"	CEDAR
7110	6.5"	CEDAR
7111	3.5"	CEDAR
7112	8.5"	SPANISH OAK
7113	5"	CEDAR
7114	3.5"	CEDAR
7115	8"	CEDAR
7116	12.5"	DEAD (CEDAR)
7117	8.5"	CEDAR
7118	6"	CEDAR
7119	10"	CEDAR
7120	5"	CEDAR (DYING)
7121	8"	CEDAR
7122	5.5"	DEAD (CEDAR)
7123	6"	CEDAR
7124	5"	DEAD (CEDAR)
7125	MULTI-TRUNK: 9.5", 8.5"	CEDAR
7127	MULTI-TRUNK: 7", 6"	LOUSTRUM
7128	MULTI-TRUNK: 10", 4"	DEAD (CEDAR)
7129	9.5"	CEDAR
7130	8.5"	CEDAR
7132	10"	CEDAR
7133	6.5"	CEDAR
7135	8"	CEDAR
7136	16.5"	DEAD (CEDAR)
7137	6"	CEDAR
7138	MULTI-STEM: 12" 4"	CEDAR
7139	MULT-STEM: 8.5" 3.5"	CEDAR
7140	11.5"	CEDAR
7141	6"	CEDAR
7142	4.5"	CEDAR (DYING)
7143	6"	CEDAR
7144	8.5"	CEDAR (DYING)
7145	6"	CEDAR
7146	5"	CEDAR
7147	5.5"	DEAD (CEDAR)
7148	7.5"	CEDAR
7149	6.5"	CEDAR
7150	8"	CEDAR
7151	MULTI-STEM 8" 6"	CEDAR
7152	MULTI-STEM 7" 4.5"	CEDAR
7153	3.5"	CEDAR
7154	10"	CEDAR
7155	3.5"	DEAD (CEDAR)
7156	13.5"	DEAD (CEDAR)
7157	4"	CEDAR
7158	8.5"	CEDAR
7159	MULTI-TRUNK: 5", 3"	CEDAR
7160	7.5"	CEDAR
7161	6.5"	CEDAR
7162	MULTI-STEM 8.5" 6"	CEDAR
7163	6"	CEDAR
7164	10"	CEDAR
7165	3.5"	DEAD (CEDAR)
7166	13.5"	DEAD (CEDAR)
7167	4"	CEDAR
7168	4"	CEDAR
7169	8.5"	CEDAR
7170	MULTI-TRUNK: 6", 5"	CEDAR
7171	6.5"	CEDAR
7172	MULTI-STEM 10" 5.5"	CEDAR
7173	8"	CEDAR
7174	6"	CEDAR
7175	6.5"	CEDAR
7176	6"	CEDAR
7177	5.5"	DEAD (CEDAR)
7178	3.5"	CEDAR
7179	6"	CEDAR
7180	6"	CEDAR
7181	6.5"	CEDAR
7182	6"	CEDAR
7183	8.5"	CEDAR
7184	6"	CEDAR
7185	6"	CEDAR
7186	6"	CEDAR
7187	6.5"	CEDAR
7188	6"	CEDAR
7189	6"	CEDAR
7190	6"	CEDAR
7191	6"	CEDAR
7192	6.5"	CEDAR
7193	13.5"	CEDAR
7194	MULTI-TRUNK: 5.5" 4" 3"	CEDAR
7195	8"	CEDAR
7196	MULTI-STEM 6" 4"	CEDAR
7197	MULTI-STEM 8" 6"	CEDAR
7198	6"	CEDAR
7199	10.5"	CEDAR
7201	3.5"	CEDAR
7202	7.5"	CEDAR
7203	6"	CEDAR
7204	10.5"	CEDAR
7205	4.5"	CEDAR
7206	10"	CEDAR
7207	6"	CEDAR
7208	6"	CEDAR
7209	6"	CEDAR (DYING)
7210	5"	CEDAR
7211	7"	CEDAR
7212	3.5"	CEDAR
7213	4.5"	CEDAR
7214	8.5"	CEDAR
7215	MULTI-TRUNK: 4", 3"	CEDAR
7216	9"	CEDAR
7217	MULT-STEM 11" 9"	CEDAR
7218	4.5"	CEDAR
7219	MULTI-STEM 6.5" 4.5"	CEDAR
7220	6.5"	CEDAR
7221	9"	CEDAR
7222	6.5"	CEDAR
7223	13.5"	CEDAR
7224	MULTI-TRUNK: 5.5" 4" 4" 3.5"	CEDAR
7225	8"	CEDAR
7226	MULTI-STEM 6" 4"	CEDAR
7227	MULTI-STEM 7" 6"	CEDAR
7228	9"	CEDAR
7229	8.5"	CEDAR
7230	10.5"	CEDAR
7231	3.5"	CEDAR
7232	7.5"	CEDAR
7233	9"	CEDAR
7234	10"	CEDAR
7235	13.5"	CEDAR
7236	4.5"	CEDAR
7237	6"	CEDAR
7238	6"	CEDAR
7239	6"	CEDAR
7240	6"	CEDAR
7241	6"	CEDAR
7242	6"	CEDAR
7243	6"	CEDAR
7244	6"	CEDAR
7245	6"	CEDAR
7246	6"	CEDAR
7247	6"	CEDAR
7248	6"	CEDAR
7249	6"	CEDAR
7250	6"	CEDAR
7251	6"	CEDAR
7252	6"	CEDAR
7253	6"	CEDAR
7254	MULTI-TRUNK: 6.5" 3"	CEDAR

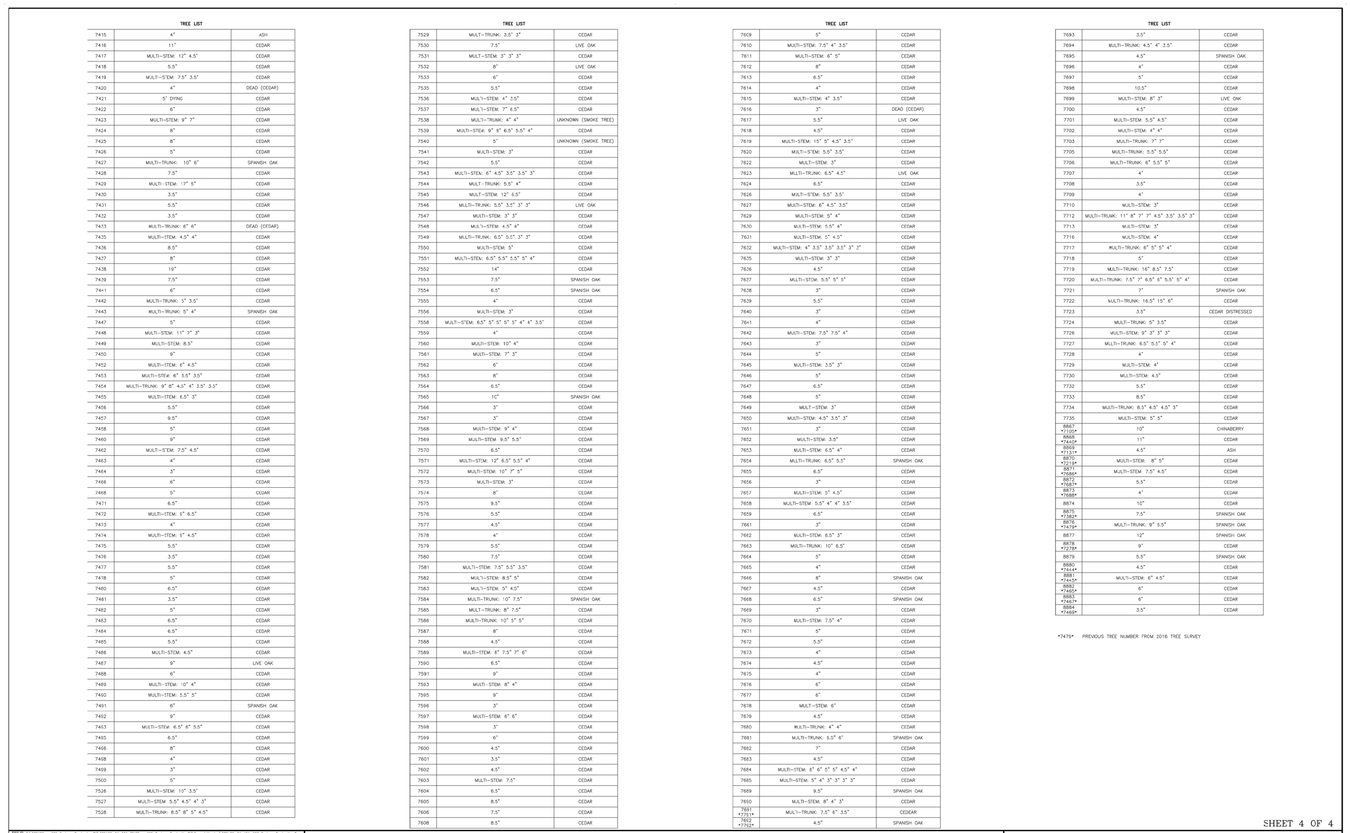
SHEET 3 OF 4

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Bldg 2, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No 10120600

BOUNDARY, TREE & TOPOGRAPHIC SURVEY
LOT 27, BLOCK A
CORTONA SUBDIVISION
WEST LAKE HILLS
TRAVIS COUNTY, TEXAS

PLAN #: 3521B.01



"REC LIST"		
7415	4"	ASH
7416	11"	CEDAR
7417	MULTI-STEM 12" 4.5"	CEDAR
7418	5.5"	CEDAR
7419	MULTI-STEM 7.5" 3.5"	CEDAR
7420	4"	DEAD (CEDAR)
7421	5" (DYING)	CEDAR
7422	6"	CEDAR
7423	MULTI-STEM 9" 7"	CEDAR
7424	8"	CEDAR
7425	8"	CEDAR
7426	10"	CEDAR
7427	MULTI-TRUNK: 10", 8"	SPANISH OAK
7428	7.5"	CEDAR
7429	MULTI-STEM: 7", 5"	CEDAR
7430	3.5"	CEDAR
7431	5.5"	CEDAR
7432	3.5"	CEDAR
7433	MULTI-TRUNK: 6", 6"	DEAD (CEDAR)
7435	MULTI-STEM: 4.5" 4"	CEDAR
7436	8.5"	CEDAR
7437	8"	CEDAR
7438	10"	CEDAR
7439	7.5"	CEDAR
7441	6"	CEDAR
7442	MULTI-TRUNK: 7", 3.5"	CEDAR
7443	MULTI-TRUNK: 6", 4"	SPANISH OAK
7447	5"	CEDAR
7448	MULTI-STEM: 11", 7", 2"	CEDAR
7449	MULTI-STEM: 8.5"	CEDAR
7450	5"	CEDAR
7452	MULTI-STEM: 4", 3.5"	CEDAR
7453	MULTI-STEM: 4", 3.5"	CEDAR
7454	MULTI-STEM: 4", 3.5", 3.5"	CEDAR
7455	MULTI-STEM: 5.5", 3.5"	CEDAR
7457	9.5"	CEDAR
7458	5"	CEDAR
7459	5"	CEDAR
7460	5"	CEDAR
7461	MULTI-STEM: 7.5", 4.5"	CEDAR
7462	4"	CEDAR
7463	5"	CEDAR
7464	5"	CEDAR
7465	5"	CEDAR
7466	5"	CEDAR
7467	5"	CEDAR
7468	5.5"	CEDAR
7469	5.5"	CEDAR
7470	6.5"	CEDAR
7471	6.5"	CEDAR
7472	MULTI-STEM: 5", 4.5"	CEDAR
7473	4.5"	CEDAR
7474	MULTI-STEM: 5", 4.5"	CEDAR
7475	5.5"	CEDAR
7476	3.5"	CEDAR
7477	5.5"	CEDAR
7478	5"	CEDAR
7479	6.5"	CEDAR
7481	2.5"	CEDAR
7482	5"	CEDAR
7483	6.5"	CEDAR
7484	6.5"	CEDAR
7485	5.5"	CEDAR
7486	MULTI-STEM: 4.5"	CEDAR
7487	9"	LIVE OAK
7488	6"	CEDAR
7489	MULTI-STEM: 10", 4"	CEDAR
7490	MULTI-STEM: 5.5", 5"	CEDAR
7491	6"	SPANISH OAK
7492	6"	CEDAR
7493	MULTI-STEM: 4.5", 4", 3.5"	CEDAR
7495	6.5"	CEDAR
7496	4"	CEDAR
7499	3"	CEDAR
7500	5"	CEDAR
7506	MULTI-STEM: 10", 3.5"	CEDAR
7507	MULTI-STEM: 5.5", 4.5", 4"	CEDAR
7508	MULTI-TRUNK: 8.5", 6", 5", 4.5"	CEDAR

"REC LIST"		
7509	MULT-TRUNK: 2.5", 2"	CEDAR
7510	7.5"	LIVE OAK
7511	MULT-STEM: 3", 2", 2"	CEDAR
7512	8"	LIVE OAK
7513	6"	CEDAR
7514	6.5"	CEDAR
7516	MULT-STEM: 4", 3.5"	CEDAR
7517	MULT-STEM: 5", 3.5"	CEDAR
7518	MULT-STEM: 5", 4.5"	CEDAR
7519	MULT-TRUNK: 4", 4"	UNKNOWN (DEAD TREE)
7520	MULT-STEM: 4", 4.5", 5.5", 4"	CEDAR
7521	MULT-STEM: 7", 5.5"	CEDAR
7528	MULT-TRUNK: 4", 4"	UNKNOWN (DEAD TREE)
7529	MULT-STEM: 4", 4.5", 5.5", 4"	CEDAR
7540	5"	CEDAR
7541	MULT-STEM: 2"	CEDAR
7542	5.5"	CEDAR
7543	MULT-STEM: 4", 4.5", 3.5", 3"	CEDAR
7544	MULT-TRUNK: 5.5", 4"	CEDAR
7545	MULT-STEM: 12", 5.5"	CEDAR
7546	MULT-TRUNK: 5.5", 3.5", 3", 2"	LIVE OAK
7547	MULT-STEM: 2", 2"	CEDAR
7548	MULT-STEM: 4.5", 4"	CEDAR
7549	MULT-TRUNK: 4.5", 3", 2"	CEDAR
7550	MULT-STEM: 5", 4"	CEDAR
7551	MULT-STEM: 4", 3.5", 3.5", 3"	CEDAR
7552	14"	CEDAR
7553	7.5"	SPANISH OAK
7554	6.5"	SPANISH OAK
7555	4"	CEDAR
7556	MULT-STEM: 2"	CEDAR
7558	MULT-STEM: 6.5", 5", 5", 4", 3.5"	CEDAR
7559	4"	CEDAR
7560	MULT-STEM: 10", 4"	CEDAR
7561	2"	CEDAR
7562	MULT-STEM: 2", 2"	CEDAR
7563	4"	CEDAR
7564	6.5"	CEDAR
7565	10"	SPANISH OAK
7566	7"	CEDAR
7567	2"	CEDAR
7568	MULT-STEM: 4", 4"	CEDAR
7569	MULT-STEM: 5.5", 5"	CEDAR
7570	6.5"	CEDAR
7571	MULT-STEM: 12", 6.5", 5.5", 4"	CEDAR
7572	MULT-STEM: 5", 3"	CEDAR
7574	MULT-STEM: 5", 3"	CEDAR
7575	6.5"	CEDAR
7576	5.5"	CEDAR
7577	4.5"	CEDAR
7578	4"	CEDAR
7579	5.5"	CEDAR
7580	7.5"	CEDAR
7581	MULT-STEM: 7.5", 5.5", 3.5"	CEDAR
7582	MULT-STEM: 8.5", 5"	CEDAR
7583	MULT-STEM: 5", 4.5"	CEDAR
7584	MULT-TRUNK: 10", 7.5"	SPANISH OAK
7585	MULT-TRUNK: 8", 7.5"	CEDAR
7586	MULT-TRUNK: 10", 5", 5"	CEDAR
7587	5.5"	CEDAR
7588	MULT-TRUNK: 8", 5.5"	CEDAR
7589	5.5"	CEDAR
7590	5.5"	CEDAR
7591	MULT-STEM: 8.5", 5.5", 3.5"	CEDAR
7592	MULT-STEM: 8.5", 5"	CEDAR
7593	MULT-STEM: 5", 4.5"	CEDAR
7594	2"	CEDAR (DYING)
7595	6.5"	CEDAR
7596	8.5"	SPANISH OAK
7597	5.5"	CEDAR
7598	3"	CEDAR
7599	4.5"	CEDAR
7600	5.5"	CEDAR
7601	MULT-STEM: 8.5", 4", 3.5"	CEDAR
7602	MULT-STEM: 5.5", 5"	CEDAR
7603	MULT-STEM: 11", 5"	CEDAR
7604	2"	CEDAR (DYING)
7605	6.5"	CEDAR
7606	4"	CEDAR
7607	4"	CEDAR
7608	4"	CEDAR
7609	5"	CEDAR
7610	4.5"	CEDAR
7611	4"	CEDAR
7612	5.5"	CEDAR
7613	4"	CEDAR
7614	4.5"	CEDAR
7615	4"	CEDAR
7616	2"	DEAD (CEDAR)
7617	5.5"	LIVE OAK
7618	4.5"	CEDAR
7619	MULT-STEM: 10", 5", 4.5", 3.5"	CEDAR
7620	5.5"	CEDAR
7621	MULT-STEM: 3.5", 3"	CEDAR
7622	MULT-STEM: 5.5", 4.5"	CEDAR
7623	MULT-STEM: 5.5", 4.5"	LIVE OAK
7624	6.5"	CEDAR
7626	MULT-STEM: 5.5", 3.5"	CEDAR
7627	MULT-STEM: 4", 4.5", 3.5"	CEDAR
7628	MULT-STEM: 5", 4"	CEDAR
7630	MULT-STEM: 5.5", 4"	CEDAR
7631	MULT-STEM: 5", 4.5"	CEDAR
7632	MULT-STEM: 4", 3.5", 3.5", 3", 2"	CEDAR
7635	MULT-STEM: 5", 2"	CEDAR
7636	4.5"	CEDAR
7637	MULT-STEM: 5.5", 5", 5"	CEDAR
7638	2"	CEDAR
7639	5.5"	CEDAR
7640	2"	CEDAR
7641	4"	CEDAR
7642	MULT-STEM: 7.5", 3.5", 4"	CEDAR
7643	2"	CEDAR
7644	MULT-TRUNK: 6.5", 5.5"	CEDAR
7645	MULT-STEM: 3.5", 3"	CEDAR
7646	5"	CEDAR
7647	6.5"	CEDAR
7648	5"	CEDAR
7649	MULT-STEM: 2"	CEDAR
7650	MULT-STEM: 3.5", 3"	CEDAR
7651	5"	CEDAR
7652	MULT-STEM: 4", 3"	CEDAR
7653	MULT-STEM: 5", 4"	CEDAR
7654	MULT-STEM: 4.5", 4.5", 2"	CEDAR
7655	4.5"	CEDAR
7656	MULT-STEM: 4", 3.5"	CEDAR
7657	MULT-STEM: 4", 3.5"	CEDAR
7658	MULT-STEM: 4", 3.5"	CEDAR
7659	MULT-STEM: 4", 3.5"	CEDAR
7660	MULT-STEM: 4", 3.5"	CEDAR
7661	3.5"	CEDAR
7662	4.5"	CEDAR
7663	MULT-STEM: 11", 5"	CEDAR
7664	6.5"	CEDAR
7665	6.5"	CEDAR
7666	7.5"	CEDAR
7667	6.5"	CEDAR

"REC LIST"		
7668	5"	CEDAR
7669	MULT-STEM: 7.5", 4", 3.5"	CEDAR
7670	MULT-STEM: 4", 3"	SPANISH OAK
7671	4"	CEDAR
7672	5.5"	CEDAR
7673	8"	CEDAR
7674	7.5"	CEDAR
7675	5.5"	CEDAR
7676	5"	CEDAR
7677	7"	CEDAR
7678	5.5"	CEDAR
7679	5.5"	CEDAR
7680	4.5"	CEDAR
7681	4"	CEDAR
7682	MULT-STEM: 4", 4"	CEDAR
7683	5"	CEDAR
7684	7"	CEDAR
7685	MULT-STEM: 3.5", 3"	CEDAR
7686	5"	CEDAR
7687	6.5"	CEDAR
7688	5.5"	CEDAR
7689	MULT-STEM: 3", 2"	CEDAR
7690	2"	CEDAR
7691	2"	CEDAR
7692	MULT-STEM: 4", 4"	CEDAR
7693	4"	CEDAR
7694	MULT-STEM: 8.5", 3.5"	CEDAR
7695	6.5"	CEDAR
7696	8"	CEDAR
7697	MULT-TRUNK: 4"	DEAD (CEDAR)
7698	4.5"	CEDAR
7699	5.5"	CEDAR
7700	2"	CEDAR
7701	MULT-STEM: 5.5", 3.5"	CEDAR
7702	MULT-STEM: 5.5", 4"	CEDAR
7703	5"	CEDAR
7704	5"	CEDAR
7705	3.5"	CEDAR
7706	3"	CEDAR
7707	2"	CEDAR
7708	3"	CEDAR
7709	4.5"	CEDAR
7710	MULT-STEM: 5.5"	CEDAR
7711	MULT-STEM: 11", 8", 7", 4.5", 3.5", 3.5", 3"	CEDAR
7712	MULT-STEM: 7"	CEDAR
7713	MULT-STEM: 4"	CEDAR
7714	MULT-TRUNK: 6", 5", 5", 4"	CEDAR
7715	5"	CEDAR
7716	MULT-TRUNK: 10", 8.5", 5.5"	CEDAR
7720	MULT-TRUNK: 5.5", 3" 3", 3", 3"	CEDAR
7721	3"	SPANISH OAK
7722	MULT-TRUNK: 16.5", 15", 4"	CEDAR
7723	5.5"	CEDAR (ENTWISTED)
7724	MULT-TRUNK: 5", 3.5"	CEDAR
7726	MULT-STEM: 6", 3", 3", 3", 2"	CEDAR
7727	MULT-TRUNK: 6.5", 5.5", 5", 4"	CEDAR
7728	4"	CEDAR
7729	MULT-STEM: 4"	CEDAR
7730	MULT-STEM: 4.5"	CEDAR
7732	5.5"	CEDAR
7733	6.5"	CEDAR
7734	MULT-TRUNK: 8.5", 4.5", 4.5", 3"	CEDAR
7735	MULT-STEM: 5", 5"	CEDAR
7736	10"	CINNAMON
7737	11"	CEDAR
7738	4.5"	ASH
7739	MULT-STEM: 8", 5"	CEDAR
7740	MULT-STEM: 7.5", 4.5"	CEDAR
7741	5.5"	CEDAR
7742	4"	CEDAR
7743	10"	CEDAR
7744	12"	SPANISH OAK
7745	9"	SPANISH OAK
7746	MULT-TRUNK: 9", 5.5"	SPANISH OAK
7747	MULT-STEM: 7", 4.5"	SPANISH OAK
7748	5.5"	SPANISH OAK
7749	10"	CEDAR
7750	3"	CEDAR
7751	2"	CEDAR
7752	MULT-STEM: 4", 3"	SPANISH OAK
7753	3.5"	CEDAR
7754	4.5"	LIVE OAK
7755	4.5"	LIVE OAK
7756	5.5"	CEDAR
7757	4.5"	LIVE OAK
7758	4.5"	LIVE OAK
7759	4"	LIVE OAK
7760	MULT-STEM: 5.5"	CEDAR
7762	10"	CEDAR
7763	5"	CEDAR
7764	6.5"	CEDAR
7765	4"	CEDAR
7766	4"	CEDAR
7767	4"	CEDAR
7768	4.5"	CEDAR
7769	4"	CEDAR
7770	MULT-STEM: 5.5"	CEDAR
7771	4"	CEDAR
7772	5.5"	CEDAR
7773	4"	CEDAR
7774	4.5"	CEDAR
7775	4"	CEDAR
7776	4"	CEDAR
7777	4"	CEDAR
7778	MULT-STEM: 6"	CEDAR
7779	4.5"	CEDAR
7780	MULT-TRUNK: 4", 4"	CEDAR
7781	MULT-TRUNK: 5.5", 5"	SPANISH OAK
7782	7"	CEDAR
7783	4.5"	CEDAR
7784	MULT-STEM: 6", 6", 5", 5", 4.5", 4"	CEDAR
7785	MULT-STEM: 5", 4", 3", 3", 3", 2"	CEDAR
7789	5.5"	SPANISH OAK
7790	MULT-STEM: 6", 4", 3"	CEDAR
7791	4"	CEDAR
7792	MULT-STEM: 5.5", 5"	CEDAR
7793	MULT-TRUNK: 5.5", 5"	CEDAR
7794	MULT-TRUNK: 6", 5.5"	CEDAR
7795	MULT-TRUNK: 6", 5.5"	CEDAR
7796	MULT-TRUNK: 6", 5.5"	CEDAR
7797	MULT-TRUNK: 6", 5.5"	CEDAR
7798	MULT-TRUNK: 6", 5.5"	CEDAR
7799	3.5"	CEDAR
7800	3"	CEDAR
7801	3"	CEDAR
7802	3"	CEDAR
7803	3"	CEDAR
7804	3"	CEDAR
7805	3"	CEDAR
7806	3"	CEDAR
7807	3"	CEDAR
7808	3"	CEDAR
7809	3"	CEDAR
7810	3"	CEDAR
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7846	3"	CEDAR
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7986	3"	CEDAR
7987	3"	CEDAR
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7989	3"	CEDAR
7990	3"	CEDAR
7991	3"	CEDAR
7992	3"	CEDAR
7993	3"	CEDAR
7994	3"	CEDAR
7995	3"	CEDAR
7996	3"	CEDAR
7997	3"	CEDAR
7998	3"	CEDAR
7999	3"	CEDAR
8000	3"	CEDAR
8001	3"	CEDAR
8002	3"	CEDAR
8003	3"	CEDAR
8004	3"	CEDAR
8005	3"	CEDAR
8006	3"	CEDAR
8007	3"	CEDAR
8008	3"	CEDAR
8009	3"	CEDAR
8010	3"	CEDAR
8011	3"	CEDAR
8012	3"	CEDAR
8013	3"	CEDAR
8014	3"	CEDAR
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8019	3"	CEDAR
8020	3"	CEDAR
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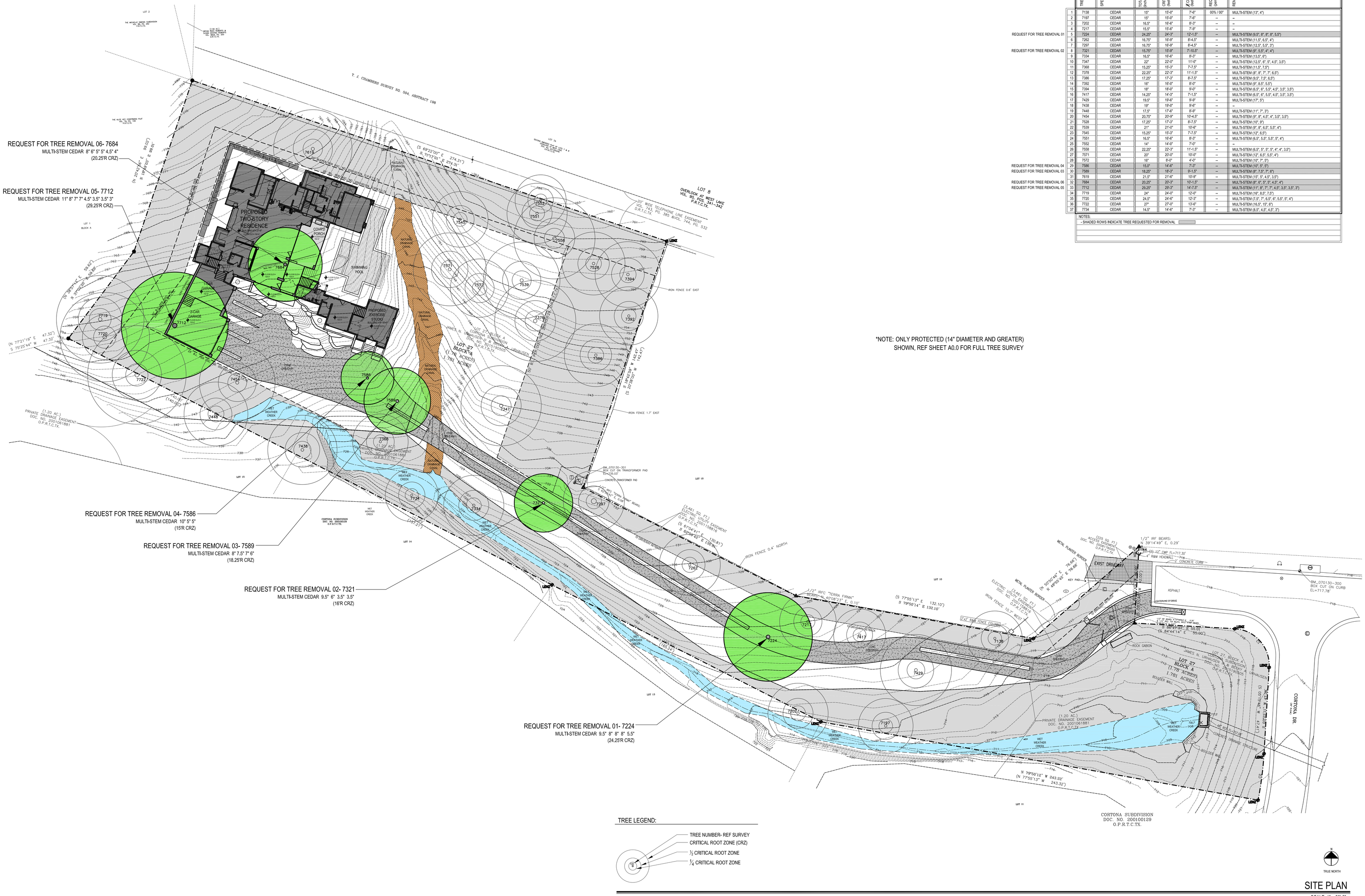
8043	3"	CEDAR
8044	3"	CEDAR
8045	3"	CEDAR
8046	3"	CEDAR
8047	3"	CEDAR
8048	3"	CEDAR
8049	3"	CEDAR
8050	3"	CEDAR
8051	3"	CEDAR
8052	3"

512.730.3747 info@GarwoodArchitecture.com



*NOTE: ONLY PROTECTED (14" DIAMETER AND GREATER) SHOWN, REF SHEET A0.0 FOR FULL TREE SURVEY

TREES ≥14" DIAMETER

		TREE TAG NUMBER	SPECIES	TOTAL CALIPER SIZE (inches)	CRITICAL ROOT ZONE (radius/diameter)	PROTECTIVE ROOT ZONE (radius/diameter)	REQUIRED REPLACEMENT (percentage & inches)	REMARKS
	1	7138	CEDAR	15"	15'-0"	7'-6"	00% / 00"	MULTI-STEM (13", 4")
	2	7197	CEDAR	15"	15'-0"	7'-6"	--	--
	3	7202	CEDAR	16.5"	16'-6"	8'-3"	--	--
	4	7217	CEDAR	15.5"	15'-6"	7'-9"	--	--
REQUEST FOR TREE REMOVAL 01	5	7224	CEDAR	24.25"	24'-3"	12'-1.5"	--	MULTI-STEM (9.5", 8", 8", 8", 5.5")
	6	7262	CEDAR	16.75"	16'-9"	8'-4.5"	--	MULTI-STEM (11.5", 6.5", 4")
	7	7297	CEDAR	16.75"	16'-9"	8'-4.5"	--	MULTI-STEM (12.5", 5.5", 3")
REQUEST FOR TREE REMOVAL 02	8	7321	CEDAR	15.75"	15'-9"	7'-10.5"	--	MULTI-STEM (9", 5.5", 4", 4")
	9	7334	CEDAR	16.5"	16'-6"	8'-3"	--	MULTI-STEM (13.5", 6")
	10	7347	CEDAR	22"	22'-0"	11'-0"	--	MULTI-STEM (12.5", 6", 5", 4.5", 3.5")
	11	7368	CEDAR	15.25"	15'-3"	7'-7.5"	--	MULTI-STEM (11.5", 7.5")
	12	7378	CEDAR	22.25"	22'-3"	11'-1.5"	--	MULTI-STEM (9", 8", 7", 7", 6.5")
	13	7386	CEDAR	17.25"	17'-3"	8'-7.5"	--	MULTI-STEM (9.5", 7.5", 6.5")
	14	7392	CEDAR	16"	16'-0"	8'-0"	--	MULTI-STEM (9", 8.5", 5.5")
	15	7394	CEDAR	18"	18'-0"	9'-0"	--	MULTI-STEM (6.5", 6", 5.5", 4.5", 3.5", 3.5")
	16	7417	CEDAR	14.25"	14'-3"	7'-1.5"	--	MULTI-STEM (6.5", 6", 5.5", 4.5", 3.5", 3.5")
	17	7429	CEDAR	19.5"	19'-6"	9'-9"	--	MULTI-STEM (17", 5")
	18	7438	CEDAR	19"	19'-0"	9'-6"	--	--
	19	7448	CEDAR	17.5"	17'-6"	8'-9"	--	MULTI-STEM (11", 7", 3")
	20	7454	CEDAR	20.75"	20'-9"	10'-4.5"	--	MULTI-STEM (9", 8", 4.5", 4", 3.5", 3.5")
	21	7528	CEDAR	17.25"	17'-3"	8'-7.5"	--	MULTI-STEM (10", 6")
	22	7539	CEDAR	21"	21'-0"	10'-6"	--	MULTI-STEM (9", 8", 6.5", 5.5", 4")
	23	7545	CEDAR	15.25"	15'-3"	7'-7.5"	--	MULTI-STEM (12", 6.5")
	24	7551	CEDAR	16.5"	16'-6"	8'-3"	--	MULTI-STEM (8.5", 5.5", 5.5", 5", 4")
	25	7552	CEDAR	14"	14'-0"	7'-0"	--	--
	26	7558	CEDAR	22.25"	22'-3"	11'-1.5"	--	MULTI-STEM (8.5", 6", 5", 5", 4", 4", 3.5")
	27	7571	CEDAR	20"	20'-0"	10'-0"	--	MULTI-STEM (12", 6.5", 5.5", 4")
	28	7572	CEDAR	16"	8'-0"	4'-0"	--	MULTI-STEM (10", 7", 5")
REQUEST FOR TREE REMOVAL 04	29	7586	CEDAR	15.0"	14'-6"	7'-3"	--	MULTI-STEM (10", 5", 5")
REQUEST FOR TREE REMOVAL 03	30	7589	CEDAR	18.25"	18'-3"	9'-1.5"	--	MULTI-STEM (8", 7.5", 7", 6")
	31	7619	CEDAR	21.5"	21'-6"	10'-9"	--	MULTI-STEM (15", 5", 4.5", 3.5")
REQUEST FOR TREE REMOVAL 06	32	7684	CEDAR	20.25"	20'-3"	10'-1.5"	--	MULTI-STEM (8", 6", 5", 5", 4.5", 4")
REQUEST FOR TREE REMOVAL 05	33	7712	CEDAR	29.25"	29'-3"	14'-7.5"	--	MULTI-STEM (11", 8", 7", 7", 4.5", 3.5", 3.5", 3")
	34	7719	CEDAR	24"	24'-0"	12'-0"	--	MULTI-STEM (16", 8.5", 7.5")
	35	7720	CEDAR	24.5"	24'-6"	12'-3"	--	MULTI-STEM (7.5", 7", 6.5", 6", 5.5", 5", 4")
	36	7722	CEDAR	27"	27'-0"	13'-6"	--	MULTI-STEM (16.5", 10", 6")
	37	7734	CEDAR	14.5"	14'-6"	7'-3"	--	MULTI-STEM (8.5", 4.5", 4.5", 3")

NOTES:
- SHADED ROWS INDICATE TREE REQUESTED FOR REMOVAL

TREE LEGEND:

SITE PLAN

SCALE: 1" = 20'-0"

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NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Henry Residence

622 Coronado Dr.
West Lake Hills, Texas 78746

ISSUED FOR REVIEW, NOT FOR CONSTRUCTION

REV.	DESCRIPTION	DATE	DRAWN BY: CSG
	ISSUED FOR REVIEW	06-04-2020	

SHEET TITLE
SITE PLAN

SHEET
A0.1

GARWOOD architecture

GARWOOD
ARCHITECTURE

Henry Residence- 622 Cortona Dr
Schematic Design 12.13.2019

Tree 7224- Request for tree removal 01

Tree 7321- Request for tree removal 02

Tree 7589- Request for tree removal 03

Tree 7586- Request for tree removal 04

Tree 7712- Request for tree removal 05

Tree 7684- Request for tree removal 06

Drainage canal

Wet weather creek

Wet weather creek

Wet weather creek

SIGN VARIANCE APPLICATION
STAFF REPORT **JUNE 24, 2020**

Agenda Item: Land Use: **4609 Bee Cave Road**: Consideration of a sign variance application for a projecting/wall sign at Creekside at the Hills that exceeds the maximum allowed size (Chapter 32 of the West Lake Hills Code). Applicant Bogle Family Realty (Power of Attorney LM Holder II FAIA).

Requested Action: The applicant is seeking approval of a variance to exceed maximum allowed size for a projecting/wall-mounted sign on a new commercial building.

Applicant Information: Bogle Family Realty (Power of Attorney LM Holder II FAIA – Philip Southwick)

Location: The property is located south of Bee Cave Road, west of Buckeye Trail and east of Sundown Parkway.

Zoning & Site Characteristics:
The property is zoned B – 2 – Business 2 District. The property includes a newly constructed commercial building and is approximately 6.56 acres.

Hearing Dates:

June 3, 2020	Building Design Committee
June 17, 2020	Zoning and Planning Commission
June 24, 2020	City Council

Background/Analysis:
The Creekside at the Hills building has recently completed construction (site plan and building permits were approved by the City in 2019). The project is now going through the sign permitting process. The City Council approved two address numeral signs for the same building on May 27, 2020. The applicant would like a sign identifying the name of the building, but is seeking a variance for the maximum permitted size for greater visibility.

The location of the building is behind the rest of the Hills campus and not easily seen from Bee Cave Road. The proposed sign location faces toward the private driveway that provides access to the building. The applicant is requesting a variance to the size of the sign for better visibility. The proposed location is not visible from adjacent properties.

During the June 3, 2020 Building Design Committee meeting, the Committee requested that the applicant provide renderings showing other alternatives considered including renderings shown at the other property entrance point. The requested material was provided by the applicant and included in the packet. As shown in the rendering, a sign that complies with Code is not easily legible.

Variance Criteria Analysis

1. Describe in detail any special conditions you believe will result in unnecessary hardship to you if the terms of this ordinance are strictly or literally enforced.

The application states – "Because the hills slopes sharply down from the street, the top of the new 2.5 story building is actually below street level and hidden behind existing buildings."

2. Why do you think the natural terrain and existing flora will not be unreasonably disrupted or destroyed in the variance you are requesting is granted?

The application states – "This variance allows us to keep the existing vegetation and the additional 195 required trees that we planted to balance a previous development by others. The steep hill will be unchanged."

3. What other reasonable alternatives have you considered? Why won't these other options alleviate the difficulty or hardship that you think exists?

The application states – "We looked at providing "Creekside" signs on both ends of the building, where they could be smaller, but it caused confusion about how to get the building entrance and potentially stopped traffic at the tiny west parking lot before it arrived at our main parking lot and garage on the east. We also attempted to amend the existing Hills campus signage agreement to include our wayfinding in the campus signage masterplan but that is a different landowner and we are not eligible."

4. Why do you believe the variance you are requesting is the minimum required to alleviate the difficulty or hardship you think exists?

The application states – "We believe that up-sizing the one sign is a simple and direct solution that does not have any impact on neighbors outside this development and does not require us to trim or remove any existing trees. To be a legible size, we have calibrated the design using 3D models and site visits."

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 application states – "The signage (much like the building) is not visible from the public street or sidewalk and have no impact on the neighborhood. The "Creekside at the Hills" sign

faces our private driveway and the back of some covered parking spaces in this same Hills development."

6. Why do you believe your variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners?

The application states – "Because it is located on the north, facing internal within the complex, we anticipate no visibility from other lots outside the development. Within the development, it faces a playground fence and the back of another office building's covered parking."

Sign Code Analysis (Reviewed under Chapter 32, Sec. 32.03.008 – Projecting, wall and hanging commercial signs)

1) Size. Four square feet for each five front linear feet of the individual business for an organization having its own exterior public entrance in a multitenant building, with a maximum length of ten feet and area of 12 square feet. A minimum area of six square feet will be allowed if a business has insufficient frontage. The size of a multipaneled sign shall be determined by dividing the maximum size allowed by the number of panels. Combined maximum area for more than one sign shall not exceed 12 square feet| **The maximum allowed length is 10ft and the applicant is requesting a length of 22' 6"; the maximum allowed area is 12sf and the applicant is requesting 63.83sf.**
2) Height. Minimum clearance of eight feet to bottom of sign above pedestrian walkways.| **Appears to comply but need height measurement shown on elevation.**
3) Number. One sign per pedestrian way on which the building abuts, as determined by the administrator with a maximum of two signs, subject to review by the zoning and planning commission. | **The location complies.**
4) Location. Perpendicular to, hung from, or attached to a projecting structural element of the exterior wall of the individual business or organization, adjacent to the street, parking lot or major pedestrian walkway which the building abuts.| **Complies.**
5) Design. The sign shall contain only the name of the business, its address and logo or nature of business, and, if desired, hours of operation. | **Complies. Sign includes complex/business name and logo. Colors comply and brighter colors in logo are okay as accent colors.**
6) Lighting**.** Indirect. | **Complies, reverse channel lit lighting proposed.**
7) Landscaping. Not applicable.| **Not applicable**

Zoning & Planning Commission Recommendation

During the June 17, 2020 ZAPCO meeting, the Commissioners unanimously recommended approving the variance with a maximum sign size of 48sf (not the requested 63.83sf) by a vote of 4 – 0.

Staff Recommendation

Staff recommends approval per ZAPCO's recommendation. Alternatively, City Council may want to consider imposing a different maximum size than what was recommended by ZAPCO (48sf).

The proposed sign is over 5 times greater than the maximum permitted size. Though there appears to be a hardship (topography, below road level) and the scale of the sign seems appropriate in relation to the building, ZAPCO may want to consider approving the sign with a smaller size limitation (such as 24sf – 2x maximum permitted size; 36sf – 3x maximum permitted size; or 48sf – 4x maximum permitted size).

Code of Ordinances:

Chapter 32 – Signs

Sec. 32.01.001 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator. A member of the city staff appointed by the city administrator, designated to administer and enforce this chapter.

Average grade. The grade of the finished ground level at the midpoint of each exterior surface of a sign, or a structure, if the sign is attached to the structure.

Billboard. Any sign that is freestanding or attached to or part of a building and is an off-premises sign.

Building design committee (BDC). A subcommittee of the zoning and planning commission consisting of three members.

City. The City of West Lake Hills, Travis County, Texas, and its area of extraterritorial jurisdiction as defined by V.T.C.A., Local Government Code chapter 42.

Commercial sign. A sign which directs the attention of the general public to a place of business that sells goods or services, or other contains commercial or business activity.

Commission or zoning and planning commission. The zoning and planning commission (ZAPCO) of the city.

Compensable cost. Those costs for which the owner of a nonconforming sign required to be relocated, reconstructed or removed by this chapter is entitled to be compensated pursuant to V.T.C.A., Local Government Code chapter 216, which costs, if required to be paid by the statute, shall be calculated in accordance with the formula set forth in the statute.

Erect. To build, construct, alter, reconstruct, pour, lay, move upon, attach, hang, place, suspend or affix, and also includes the painting of wall signs, murals or super graphics, or any physical operation on the premises which is required for the construction of a sign, including excavation, site clearance, landfill, and the like.

Freestanding sign. Any sign which is not attached to or on the walls, face, or exterior of a building.

Government sign. A government sign is a sign that is constructed, placed, or maintained by the federal, state, or local government or a sign that is required to be constructed, placed, or maintained by a property owner as mandated by the federal, state, or local government either directly or to enforce a property owner's rights.

Handheld sign. Any sign held by a person.

Indirect lighting. A light source from a shielded and hooded fixture mounted to the top of the sign, pointed towards the ground and that is diffused to provide an even illumination without glare. This type of lighting must conform with the lighting requirements in article 24.03.

Landscaping. To change the natural features by adding trees, bushes, flowers, etc.

Manual on Uniform Traffic-Control Devices (MUTCD). The state publication for streets and highways.

Notice. Actual notice or written notice sent by registered or certified mail.

Office complex. Two or more offices and/or office establishments, sharing customer parking area, regardless of whether said offices or office establishments occupy separate structures or are under separate ownership, or on separate tracts or lots of land.
Official sign. Any sign erected by or at the direction of any governmental body.
Off-premises sign. Any sign other than an on-premises sign.
On-premises sign. A commercial sign which advertises only goods, services, facilities, events, or attractions available on the premises where located, or identifies the owner or occupant or directs traffic on the premises.
Premises. A lot or tract within the city, and contiguous lands in the same ownership, which is not divided by any public highway, street or alley, or right-of-way therefor.
Projecting or hanging sign. Any sign attached to a building and extending in whole or in part more than nine inches beyond the building line. Allowable size does not include supporting structure.
Reflective surface. Any material or device which has the effect of intensifying reflected light, such as scotch light, day glow, glass beads and luminous paint.
Restoration. The routine maintenance and painting of existing, approved signs that do not change the approved design and color in any way.
Shopping center. Two or more retail stores and/or service establishments, or one retail store and one service establishment, sharing customer parking area, regardless of whether such stores and/or establishments occupy separate structures or are under separate ownership or on separate lots on tracts of land.
Sign. A name, identification, image, light device, figure, painting, drawing, message, plaque, poster, billboard, description, display, or illustration which is affixed to, painted or represented directly or indirectly upon a building, picture, window (attached inside or outside), or piece of land, and which directs attention to an object, product, place, activity, facility, service, event, attraction, person, institution, organization or business which is visible from any street, right-of-way, sidewalk, alley, park or other public property. Displays of merchandise customarily sold at the site without illumination or lettering which are placed behind a store window are not signs or parts of signs.
Surface area of a sign. The total surface including frame and mounting. The actual area of the sign shall be calculated using trigonometric methods when the sign is not a simple rectangle. The allowed area of the sign as stated in the ordinance equals one side of a freestanding back-to-back sign, provided the freestanding sign's sides are back to back or angled with no greater separation between sides at its widest point than four feet and provided that both sides have the identical sign. Frame and mounting shall not exceed 30 percent of the total surface area of sign.
Temporary sign. A banner, pennant, poster, or advertising display constructed of papers, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials that appears to be intended or is determined by the city planner to be displayed for a limited period of time.
Traffic-control sign. A permitted sign for the purpose of identifying parking areas and directing the flow of traffic on private property.
Wall sign. A sign attached to, painted on, or erected against the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of the wall and not projecting more than nine inches from the face of the wall at any point.
Zone. A zoning district as shown on the official zoning map of the city.
***

Sec. 32.01.013 Design review guidelines

(a) Harmonious with city scale. Sign location, configuration, design, materials, and colors should be harmonious with the Hill Country setting and the rural scale of the city.

(b) Materials. Sign materials shall be predominantly natural, such as native stone, rough cedar, pine or other types of wood. Other materials may be substituted when in the opinion of the building design committee they meet the design criteria of the city.
(c) Architectural harmony. The sign and its supporting structure shall be in architectural harmony with the surrounding structures.
(d) Colors. Black and earth tones shall be favored and bright colors shall be used only as accent colors. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in dirt, moss, trees, and rocks. Many earth tones originate from clay earth pigments such as umber, ochre, and sienna.
(e) Landscaping. Landscaping is required and shall be designed to harmonize with the building and surrounding natural landforms and native plants, as reflected in specific requirements contained herein.
(f) Reflective surfaces. Glare-producing surfaces on signs are not allowed.
(g) Lighting. All lighting of signs shall be indirect lighting as defined herein and all floodlights shall be shielded. No sign shall be illuminated, in whole or in part, where the illumination is intermittent or varies in color or intensity from time to time. The use of searchlights is prohibited. Changeable electronic variable message signs (CEVMS), digital signs, and light emitting diode (LED) signs are prohibited.
(h) Moving parts. No sign shall contain any moving parts.
(i) Commercial logo/logograms. Graphic symbols, used to represent or identify a business entity or organizations, are permitted to be displayed on signs only under the following conditions:
(1) The design and materials comprising the logo shall be consistent with the guidelines in this section;
(2) Commercial logos shall be permitted only on sign categories set forth in section 32.03.001(b)(4), (6), (7), and (9); and
(3) Commercial logos shall be consistent with those generally utilized by applicant on business cards, stationery, and other similar uses.
***

Sec. 32.03.006 Bee Cave Road and Loop 360 corridor street number

Numerical street address for multitenant center or office complex on Bee Cave Road or Loop 360 shall be regulated as follows:
(1) Purpose. To identify the numerical street address of a multitenant shopping or office complex.
(2) Size. A maximum of four numbers, and each number with a vertical dimension of no greater than 24 inches and a horizontal dimension of no greater than 12 inches.
(3) Height. No part of the numbers shall extend above the roof line of the building.
(4) Number. One set of numbers facing the westbound lane of Bee Cave Road or Loop 360 and one set of numbers facing the east lane of Bee Cave Road or Loop 360.
(5) Location. On the building complex at the corner of the complex closest to the street.
(6) Design. The sign shall contain only the number of the street address (e.g., 3415).
(7) Lighting. None.
(8) Landscaping. None.
***

Sec. 32.03.008 Projecting, wall and hanging commercial signs

Projecting, wall, and hanging commercial signs, individual business within a multitenant shopping center or office complex for tenants who have their own separate exterior entrances, shall be regulated as follows:
(1) Purpose. To identify a business or organization which has its own separate exterior public entrance within a multitenant building.
(2) Size. Four square feet for each five front linear feet of the individual business for an organization having its own exterior public entrance in a multitenant building, with a maximum length of ten feet and

area of 12 square feet. A minimum area of six square feet will be allowed if a business has insufficient frontage. The size of a multipaneled sign shall be determined by dividing the maximum size allowed by the number of panels. Combined maximum area for more than one sign shall not exceed 12 square feet.

(3) Height. Minimum clearance of eight feet to bottom of sign above pedestrian walkways.

(4) Number. One sign per pedestrian way on which the building abuts, as determined by the administrator with a maximum of two signs, subject to review by the zoning and planning commission.

(5) Location. Perpendicular to, hung from, or attached to a projecting structural element of the exterior wall of the individual business or organization, adjacent to the street, parking lot or major pedestrian walkway which the building abuts.

(6) Design. The sign shall contain only the name of the business, its address and logo or nature of business, and, if desired, hours of operation. Except for those in B-3 districts, no additional fee shall be required for new signs in a multitenant shopping center or office complex where the zoning and planning commission has approved a uniform design for every sign in the entire complex and the city administrator certifies that the proposed new sign meets the uniform design approved by the city.

(7) Lighting. Indirect.

(8) Landscaping. Not applicable.

(9) Special provisions. Shall be as follows:

(A) A joint directory sign is permitted subject to the provisions of this chapter;

(B) A business or organization having a projecting or hanging sign is not excluded from participating in a joint directory;

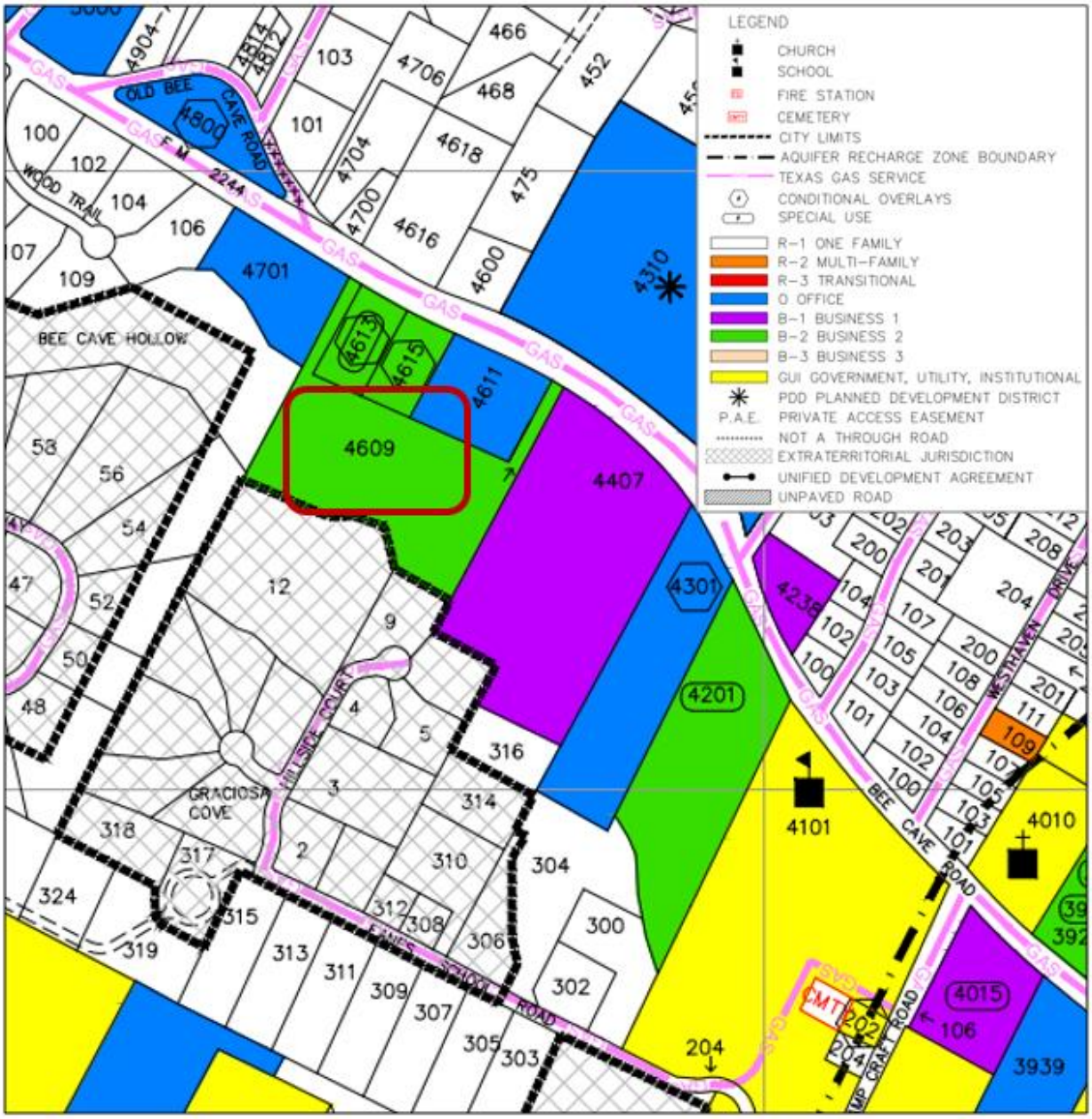
(C) Businesses or organizations not having exterior public entrances are subject to the provisions of the joint directory signs for multitenant building, in section 32.03.009; and

(D) An individual business with a basement entrance with no calculable frontage may have one sign with a maximum area of six square feet.

(10) Increase of size, number. Notwithstanding the foregoing, the maximum size of a projecting, wall or hanging commercial internal sign for a business within a shopping center designated B-3 may be increased to 24 square feet for a retail store with less than 20,000 square feet of retail use floor area, and to 36 square feet for a retail store with more than 20,000 square feet but less than 35,000 square feet of retail use floor area, and to 48 square feet for a retail store with more than 35,000 square feet of retail use. If site conditions permit two sides of a retail store to be visible from the interior of the site, a sign may be approved for each of the two sides.

***

Zoning:


LEGEND
CHURCH
SCHOOL
FIRE STATION
CEMETERY
CITY LIMITS
AQUIFER RECHARGE ZONE BOUNDARY
TEXAS GAS SERVICE
CONDITIONAL OVERLAYS
SPECIAL USE
R-1 ONE FAMILY
R-2 MULTI-FAMILY
R-3 TRANSITIONAL
O OFFICE
B-1 BUSINESS 1
B-2 BUSINESS 2
B-3 BUSINESS 3
GUI GOVERNMENT, UTILITY, INSTITUTIONAL
PDD PLANNED DEVELOPMENT DISTRICT
P.A.E. PRIVATE ACCESS EASEMENT
NOT A THROUGH ROAD
EXTRATERRITORIAL JURISDICTION
UNIFIED DEVELOPMENT AGREEMENT
UNPAVED ROAD
BEE CAVE HOLLOW
GRACIOSA COVE
MILLSIDE COURT
OLD BEE CAVE ROAD
WOOD TRAIL
F.M. 2244
BEE CAVE ROAD
WESTHAVEN DRIVE
CRAFT ROAD
4609
4611
4613
4615
4701
4407
4301
4201
4310
4800
4101
4010
4015
3939
4238
CMT

Aerial:

APPLICATION COVER SHEET

Property Address: 4609 BEE CAVE RD
Applicant Name: BOGLE FAMILY REALTY
Designated Agent (if any, Power of Attorney Required): L M HOLDER II FAIA
Applicant Phone Number: 512-484-7468 Email Address: philip@holder3.com
Date Application was Submitted: 5-1-2020
Variance(s) Requested: Size of building sign

Applicant completes above section; City Staff completes the section below:

Variance File Number: _____ *[A sequential identifier based on application date and noted in a Variance Application Log maintained by staff. Examples: 20110903A, 20110903B, 20111021A, etc.]*

Application Fees Due: $_____ ☐ Fees Received on _____ by _____

DRAFT APPLICATION PACKET MATERIALS

Draft Application Packet Received on _____ by _____
☐ Letter to ZAPCO Chairperson ☐ Variance Approval Criteria Answers
☐ Site Plan Coversheet ☐ Site Plan Drawings
☐ Elevation Views and Floor Plans (new structures only)
☐ Septic Assessment (new structures only)
☐ Additional Support Materials (if any): _____
☐ Power of Attorney (if any) – Designated Representative: _____
Staff Analysis completed on _____ by _____
Staff Analysis sent to Applicant on _____ by _____

FINAL APPLICATION PACKET

Final Application Packet Reviewed and Approved on _____ by _____
Notice to Proceed Letter sent to Applicant on _____ by _____
• Notification Letter must be postmarked by _____ ☐ Confirmed by _____
• Sign must be posted by _____ ☐ Confirmed by _____
15 Copies of Final Packet received on _____ ☐ Confirmed by _____

ZAPCO

Scheduled for ZAPCO Hearing on: _____
ZAPCO Action Letter sent on _____ by _____
ZAPCO Recommendation: _____
Conditions/Comments (if any): _____
Modified application and materials (if any) received on _____ by _____

BOA/CITY COUNCIL

Scheduled for BOA/Council Hearing on: _____
BOA/Council Action: _____
Conditions/Comments (if any): _____
BOA/Council Action Letter sent on _____ by _____

FOLLOW-UP

Follow-up dates (vegetative screening installed, survival verification, etc.): _____
• Notifications added to Incode on _____ by _____

Postponement History (if any): _____
Notes: _____

LETTER TO ZAPCO CHAIRPERSON

DATE:

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

Dear Mr. Chairman:

We are completing inspections on a new 2.5 story office building below and behind the existing Hills development on Bee Cave Road. Our 4609 Bee Cave Rd building is essentially not visible from the street and accessed by a steep two-way private driveway looping through the complex. We are surrounded on three sides by a mix of existing trees and our 195 new trees, so we are locating our building sign on the open side along the private driveway. Our variance request is to increase sign larger than ordinance so it can be read from both directions. We believe that when a building is complete obscured from the road, a variance for a large building-mounted sign that itself cannot be seen from outside the campus is a reasonable solution.

"Creekside at the Hills" Signage Variance:
Proposed sign length of 22.5' is longer than 10'.
Proposed sign size is 63.83 sf larger than 12 sf.
Color- to meet code.

The sign is close to our main entrance and close to the point where our various parking options are visible. We believe this location and size is the best way to conclude the way-finding through the campus. The proposed location is not visible from neighbors and does not interfere with the existing Hills office campus. We are not imposing any burden or distraction on our neighbors. We attempted to amend the campus signage agreement but we were told that since our lot is a different landowner we should submit a variance application and a new sign permit.

Thank you,

Philip Southwick, AIA
philip@holder3.com

L M HOLDER III FAIA
ARCHITECTURE . PLANNING . ENERGY CONSULTATION
04/30/2020

ANSWERS TO VARIANCE APPROVAL CRITERIA QUESTIONS

West Lake Hills City Code requires applicants to answer each of the following questions. The ZAPCO Commissioners, Board of Adjustment and City Council Members consider your answers to these questions when evaluating your application. *(Feel free to respond to these questions on a separate page or document.)*

(1) Describe in detail any special conditions you believe will result in unnecessary hardship to you if the terms of this ordinance are strictly or literally enforced.

Because the hill slopes sharply down from the street, the top of our new 2.5 story building is actually below street level and hidden behind existing buildings. A private two-way driveway arcs through the complex with our building at the most remote and densely vegetated point on the loop. Because driveway traffic is two-way, a standard sign would be only visible from one traffic direction.

(2) Why do you think the natural terrain and existing flora will not be unreasonably disrupted or destroyed in the variance you are requesting is granted?

This variance allows us to keep the existing vegetation and the additional 195 required trees that we planted to balance a previous development by others. The steep hill will be unchanged.

(3) What other reasonable alternatives have you considered? Why won't these other options alleviate the difficulty or hardship that you think exists?

We looked at providing "Creekside" signs on both ends of the building, where they could be smaller, but it caused confusion about how to get to the building entrance and potentially stopped traffic at the tiny west parking lot before it arrived at our main parking lot and garage on the east. We also attempted to amend the existing Hills campus signage agreement to include our wayfinding in the campus signage masterplan but that is a different landowner and we are not eligible.

(4) Why do you believe the variance you are requesting is the minimum required to alleviate the difficulty or hardship you think exists?

We belove that up-sizing the one sign is a simple and direct solution that does not have any impact on neighbors outside this development and does not require us to trim or remove any existing trees. To be a legible size, we have calibrated the design using 3d models and site visits.

(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 signage (much like the building) is not visible from the public street or sidewalk and have no impact on the neighborhood. The "Creekside at the Hills" sign faces our private driveway and the back of some covered parking spaces in this same Hills development.

(6) Why do you believe your variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners?

Because it is located on the north, facing internal within the complex, we anticipate no visibility from other lots outside the development. Within the development, it faces a playground fence and the back of another office building's covered parking.

Property Address: 4609 BEE CAVE RD

L M HOLDER III FAIA
ARCHITECTURE . PLANNING . ENERGY CONSULTATION
05/01/2020

L M HOLDER III FAIA
ARCHITECTURE . PLANNING . ENERGY CONSULTATION
05/01/2020

CND SIGNS
Your Business Image Solution
5213 Tucker Hill Ln.
Cedar Creek, TX 78612
512.888.9788
WWW.CNDSIGNS.COM

Creekside at The Hills

4609 Bee Caves Rd
West Lake, TX 78746

PAGE 2	OF 6
ART VERSION	190550-6
DATE	04/21/19
SALES	Paul
PM	PM
DESIGN	Capo

04/21/20 REMOVE ILLUMINATION ON BUILDING NUMEBRS

CONCEPTUAL DESIGN ONLY FINAL DIMENSIONS DETERMINED AT PRODUCTION.

ALL DESIGNS ARE PROPERTY OF AND FOR THE SOLE USE OF CND SIGNS. CND SIGNS RETAINS RIGHTS TO ALL ARTWORK, DESIGNS AND LAYOUTS UNTIL FURTHER ARRANGEMENTS ARE MADE IN A WRITTEN CONTRACTUAL AGREEMENT. CND SIGNS DOES NOT HESITATE TO PROSECUTE FOR UNAUTHORIZED REPRODUCTION OF ITS DESIGNS UPON DISCOVERY THAT A DESIGN HAS BEEN SHARED, RECREATED OR REPRODUCED WITHOUT APPROPRIATE PERMISSIONS.

A/ ILLUMINATED WALL SIGN (NORTH ELEVATION)

FONT: APPLE CHANCERY & CENTURY GOTHIC BOLD
SQ. FT: 63.83
SCALE: 1:100

SCOPE OF WORK: FABRICATE AND INSTALL ONE (1) SIGN TO SPECIFICATIONS

REVERSE CHANNEL LOGO:

- WELDED SQ. TUBE FRAME CABINET WITH ROUTED OUT .090" ALUMINUM PLATE FINISHED TO MATCH PMS BLUE 2758 C AND PMS RED 187 C
- 3/16" CLEAR LEXAN BACKS
- .063" RETURNS FINISHED TO MATCH PMS BLUE 2758 C
- 1/2" ACRYLIC PUSH THRU STAR WITH OPAQUE WHITE VINYL OVERLAID ON FIRST SURFACE
- WHITE LEDS
- INTERIORS FINISHED MP WHITE FOR LIGHT ENHANCEMENT
- PIN MOUNTED

CREEKSIDE AT THE HILLS:

- .090" ALUMINUM FACES FINISHED TO MATCH DARK BRONZE
- .063" RETURNS FINISHED TO MATCH DARK BRONZE
- 3/16" CLEAR LEXAN BACKS
- WHITE LEDS
- INTERIORS FINISHED MP WHITE FOR LIGHT ENHANCEMENT
- PIN MOUNTED

PMS BLUE 2758 C

PMS RED 187 C

COLOR TO MATCH DARK BRONZE

MINIMUM ELECTRICAL REQUIREMENTS:

QTY. T.B.D. 120V 20A DEDICATED CIRCUITS WITHIN 6' OF SIGN, INSTALLED BY OTHERS
NOTE: CONFIRM NUMBER OF CIRCUITS PRIOR TO INSTALLATION

PROPOSED

NIGHT VIEW

Cnd SIGNS DOES NOT provide primary electrical to sign. Power to the sign must be done by a licensed electrical contractor or licensed electrician. Each sign must have: 1. A minimum of two dedicated 120V 20A circuits 2. Junction box installed within 6 feet of sign 3. Three wires: Line, Ground, Neutral
TECL 18581- REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION P.O. BOX 12157, AUSTIN, TEXAS 78711, 1-800-803-9202, 512-463-6599; WEBSITE: WWW.LICENSE.STATE.TX.US/COMPLAINTS

CND SIGNS
Your Business Image Solution
5213 Tucker Hill Ln.
Cedar Creek, TX 78612
512.888.9788
WWW.CNDSIGNS.COM

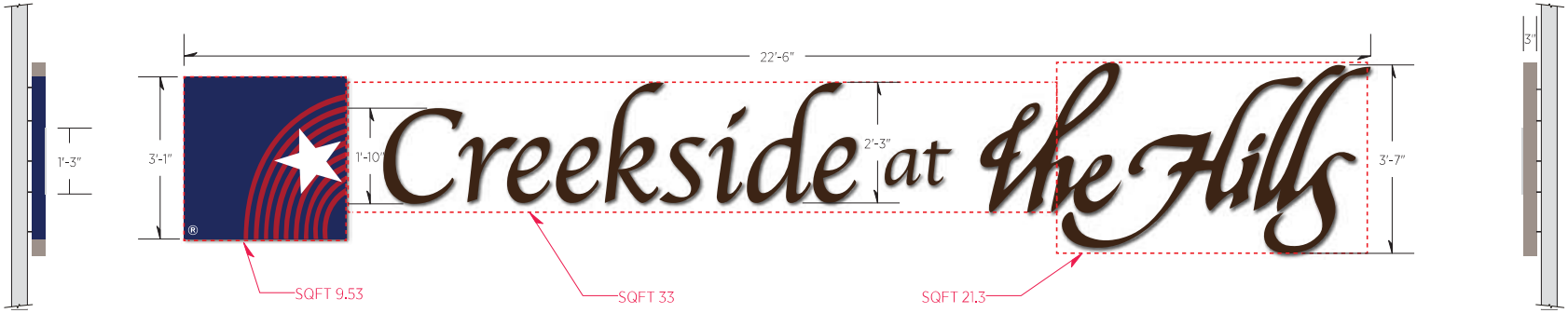
FONT: APPLE CHANCERY & CENTURY GOTHIC BOLD
SQ. FT: 63.83
SCALE: 3/8"

Creekside at The Hills

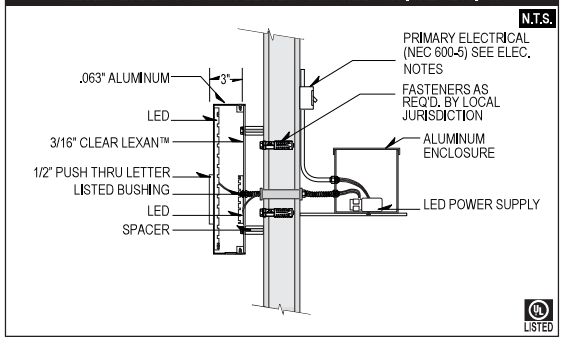
4609 Bee Caves Rd
West Lake, TX 78746

PAGE 3 OF 6	
ART VERSION	190550-6
DATE	04/21/19
SALES	Paul
PM	PM
DESIGN	Capo

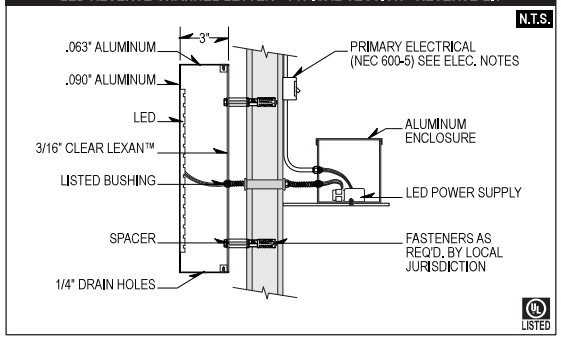
04/21/20 REMOVE ILLUMINATION ON BUILDING NUMEBRS



REVERSE AND PUSH THRU LETTERS W/PANEL - TYPICAL SECTION



LED REVERSE CHANNEL LETTER - TYPICAL SECTION - REVERSE-LIT



CONCEPTUAL DESIGN ONLY FINAL DIMENSIONS DETERMINED AT PRODUCTION.

ALL DESIGNS ARE PROPERTY OF AND FOR THE SOLE USE OF CND SIGNS. CND SIGNS RETAINS RIGHTS TO ALL ARTWORK, DESIGNS AND LAYOUTS UNTIL FURTHER ARRANGEMENTS ARE MADE IN A WRITTEN CONTRACTUAL AGREEMENT. CND SIGNS DOES NOT HESITATE TO PROSECUTE FOR UNAUTHORIZED REPRODUCTION OF ITS DESIGNS UPON DISCOVERY THAT A DESIGN HAS BEEN SHARED, RECREATED OR REPRODUCED WITHOUT APPROPRIATE PERMISSIONS.

Cnd SIGNS DOES NOT provide primary electrical to sign. Power to the sign must be done by a licensed electrical contractor or licensed electrician. Each sign must have: **1.** A minimum of two dedicated 120V 20A circuits **2.** Junction box installed within 6 feet of sign **3.** Three wires: Line, Ground, Neutral
TECL 18581- REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION P.O. BOX 12157, AUSTIN, TEXAS 78711, 1-800-803-9202, 512-463-6599; WEBSITE: WWW.LICENSE.STATE.TX.US/COMPLAINTS

SIGN PERMIT APPLICATION

Date of Receipt: _____ Permit Fees: _____
Collected By: _____ Date Permit Issued: _____

APPLICANT INFORMATION

Property Address: 4609 BEE CAVE ROAD, WESTLAKE, TEXAS 78746
Street City State Zip

Block: _____ Lot: _____ Tax Parcel ID: _____ Zoning District: _____

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

Property Owner: _____ Phone: _____ Email: VERO@CNDSIGNS.COM

Address: 4609 BEE CAVE ROAD, WESTLAKE, TEXAS 78746 City: _____ State: _____ Zip: _____

Agent (with written approval from Owner):

Name: _____ Phone: _____ Email: VERO@CNDSIGNS.COM

Address: _____ City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Sign Contractor: CND SIGNS LLC Phone: 512-888-9788 Email: VERO@CNDSIGNS.CO

Address: 5213 TUCKER HILL LANE City: CEDAR CREEK State: TX Zip: 78612

SIGN SPECIFICATIONS*

Check one option below:
_✔_ Permanent Sign _____ Temporary Sign _____ Uniform Sign Agreement Amendment

Sign Category (*refer to Code, Sec. 32.03*): _____

Is the property subject to a Uniform Sign Agreement? ☐ Y ☑ N

Dimensions: 22'6"L x 3'7" H Total Square Feet: 63.83 # of Signs Proposed: 1

Type of Material: ALUMINUM AND ACRYLIC Sign Colors: PMS Blue 2758C, PMS Red 187 C

Method of Attachment: PIN MOUNTED

Type of Sign Lighting (if applicable): WHITE LEDS

Width of Storefront: 171'1" Linear Frontage of Business: _____

Sign Message: CREEKSIDE ON THE HILLS

Temporary Signs Only:

SIGN PERMIT APPLICATION

Duration – Start Date: _____ End Date: _____

*Application must include sign renderings showing sign dimensions, letter dimensions, color, material, location, lighting specifications (refer to Chapter 24, Article 24.03 & Chapter 32), landscaping plans if applicable, and any other details required by staff. Commercial sign applications should include an Assumed Name Certificate/DBA for Business. If sign is under a Uniform Sign Agreement, sign must comply with the Agreement or else applicant must request an Amendment to the Uniform Sign Agreement.

VARIANCES & AMENDMENTS TO UNIFORM SIGN AGREEMENT

Variance

Are you applying for a variance to the Sign Ordinance? ☑ Yes ☐ No

(*If yes, you will also need to submit a separate variance application and fee*)

Amendment to Uniform Sign Agreement

Name/Address of Uniform Sign Agreement: _____

Reason for Amendment:

_____

_____

_____

Please attach a separate sheet describing the sign specifications applicant is requesting to change/remove/add to the Uniform Sign Agreement. Please also submit a cover letter addressed to the ZAPCO Chairperson explaining your project.

APPROVAL NOTES – FOR COMPLETION BY STAFF ONLY

Administrative Approval Sign Meets Requirements: ☐ Yes ☐ No

Approved by City Administrator: _____ Date: _____

City Council Approval (Non-Administrative Approval)

BDC Date and Comments: _____

ZAPCO Date & Recommendation: _____

City Council Date & Action: _____

SPECIAL POWER OF ATTORNEY FORM

KNOW ALL PERSONS BY THIS DOCUMENT that I, BOGLE FAMILY REALTY have made, constituted and appointed L M HOLDER II FAIA to be my duly authorized representative in connection with an application dated MAY 1, 2020, to be heard by the Building Design Committee, Zoning & Planning Commission, and City Council/Board of Adjustment of the City of West Lake Hills, Texas. All representations, whether oral or written, made by the representative in support of the request have the full force and effect of the applicant's approval. I do by this document constitute the above named representative as my true and lawful attorney-in-fact to act in my name, place and stead, to do and perform any act in connection with such application which I myself might perform or do if I was personally present.

BOGLE FAMILY REALTY
Property Owner/Applicant Name

Karen Barr, Exec VP
Property Owner/Applicant Signature

7301 N 16TH ST, SUITE 201	PHOENIX	AZ	85020
Street Address	City	State	Zip Code

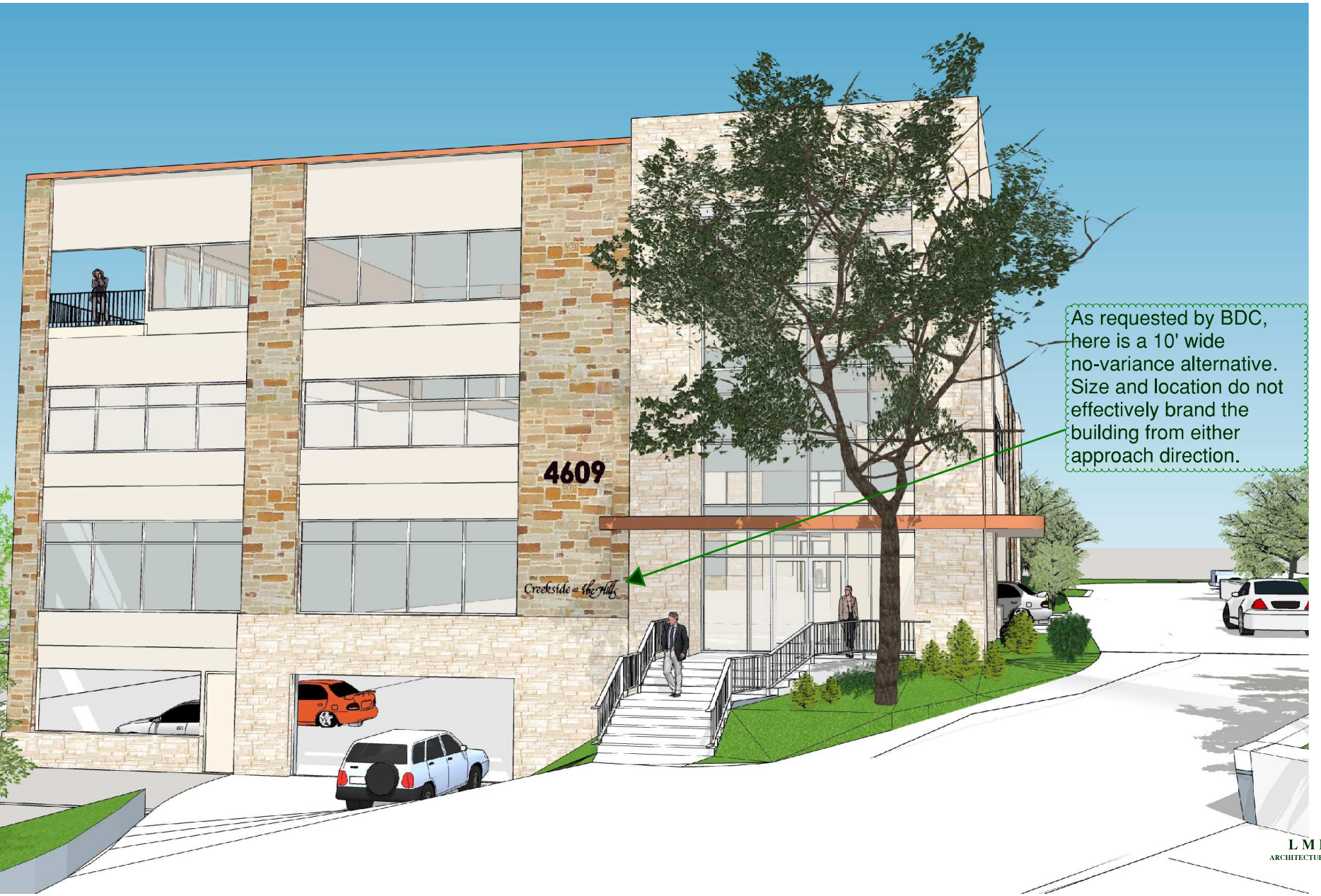
602-371-3860, x2426
Property Owner/Applicant Phone Number

This instrument was acknowledged before me on this the 29th day of April, 20 20.

Janet Rich
Notary Public in and for the State of Texas

JANET RICH
COMM. EXPIRES 7-30-2022
NOTARY ID 1188349-2

As requested by BDC, here is a rendering of the sign from the other approach-- the sign is large enough that you can actually see a bit of it from each internal traffic direction.
4609
L M HOLDER III FAIA
ARCHITECTURE · PLANNING · ENERGY CONSULTATION
06/09/2020



L M HOLDER III FAIA
ARCHITECTURE . PLANNING . ENERGY CONSULTATION
06/09/2020

SIGN CODE AMENDMENTS
STAFF REPORT **JUNE 24, 2020**

Agenda Item: Land Use: **City of West Lake Hills Code Chapter 32 – Signs:**
Discussion/recommendation on proposed amendments to the Sign Ordinance, Title II, Chapter 32 of the City of West Lake Hills Code of Ordinances amending processes for sign application approvals; definitions and terms; and other related amendments.

Hearing Dates:

June 17, 2020	Zoning and Planning Commission
June 24, 2020	City Council

Background/Analysis:
Under direction of the City Administrator, staff has drafted amendments to the City's Sign Ordinance, Chapter 32 of the West Lake Hills Code. The primary purpose of the amendments is to help expedite the permitting process by shortening the steps required for signs that comply with the Code. Currently, commercial signs that are not part of a Uniform Sign Agreement require consideration and hearings at Building Design Committee (BDC), Zoning and Planning Commission (ZAPCO), and City Council meetings. Staff proposes to remove BDC and ZAPCO from this process to shorten the timeframe for approval of commercial signs that meet Code requirements. Approval will still be required by City Council. Signs with variance requests would be considered by ZAPCO and City Council.

Staff is taking the opportunity to propose other amendments including correcting the staff who reviews sign applications; clarifications where needed; amendments to be in compliance with Scenic City standards to help achieve more points in the next Scenic City renewal cycle; clarification of temporary signs categories; and removal of after-the-fact variance processes and fees (signs constructed without obtaining a variance if necessary would just be subject to penalties/fines).

The table below summarizes the proposed amendments including the reasons for the amendments.

	Section & Page #	***Proposed Amendment***	***Reason for Amendment***
1)	Throughout	Amended "city planner" with "director of building and development services"	To match current staff title
2)	Throughout	Change "administrative secretary" to "planning and zoning secretary"	To match current staff title
3)	Throughout	Remove requirements of review by BDC and ZAPCO under various sign categories	To align with new proposed process (See #s 6 & 7 below)

	Section & Page #	***Proposed Amendment***	***Reason for Amendment***
4)	Sec. 32.01.001 – Definitions, p. 6	Added new definition for Uniform Sign Agreement.	Currently undefined though this is an existing category.
5)	Sec. 32.01.016 – Prohibited Signs, p. 11	Added Item 15 – Roof Signs and Item 16 – Changeable electronic variable message signs	To align more closely with Scenic City standards (West Lake Hills is a Silver Scenic City). While these types of signs are not permitted already, they are not expressly listed under the Prohibited Signs section.
6)	Sec. 32.02.001 – Permits, certificates and approval required, p. 11	Amend sign application process to remove BDC & ZAPCO from process for signs that do not need variances	Streamlining and expediting sign approval process for signs that comply with the Sign Ordinance. Part of a larger effort under new City Administrator to shorten permitting timeframes.
7)	Sec. 32.02.002 – Application procedure for signs requiring permits, pgs. 11-12	Amend sign application process to remove BDC & ZAPCO from process for signs that do not need variances	Streamlining and expediting sign approval process for signs that comply with the Sign Ordinance. Part of a larger effort under new City Administrator to shorten permitting timeframes.
8)	Sec. 32.03.003 – Signs in non-residential districts not requiring a permit, p. 15	New section clarifying temporary signs in non-residential districts not requiring a permit	Clarification for types of temporary signs allowed without permits
9)	Sec. 32.03.012 – Banners, p. 21	Amended section header to "Banners over public streets" and removed other temporary sign regulations from section (created new section – see below)	Clarification and separation of the different types of temporary signs
10)	Sec. 32.03.013 – Temporary Signs in non-residential districts requiring a permit	New section to separate other temporary signs requiring permits from banner sign section as described above	Clarification and separation of the different types of temporary signs. Added new language for duration of these types of signs
11)	Sec. 32.04.003 – Fees, pgs. 23-24	Removed after-the-fact fees for variance applications; references Fee Schedule	Signs constructed prior to approval of necessary variances will be subject to penalties/fines already established in the Code
12)	Sec. 32.04.007 – City council action, pgs. 24-25	Removal of after-the-fact variance process	Signs constructed prior to approval of necessary variances will be subject to penalties/fines already established in the Code

Zoning & Planning Commission Recommendation

During the June 17, 2020 ZAPCO meeting, the Commissioners unanimously recommended approval of the proposed amendments by a vote of 4 – 0.

Staff Recommendation

Staff recommends approval of the proposed Code amendments.

CITY OF WEST LAKE HILLS

ORDINANCE No._____

SIGNS

AN ORDINANCE AMENDING CHAPTER 32: SIGNS OF THE WEST LAKE HILLS CODE OF ORDINANCES; UPDATING DEFINITIONS AND REGULATIONS; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of West Lake Hills ("City Council") seeks to provide for the public health, safety, and welfare of its citizens; and

WHEREAS, the City Council seeks to promote orderly and safe use of property within the City of West Lake Hills, Texas ("City"); and

WHEREAS, the City Council desires to update its sign regulations to meet the changing conditions in the City as well as the changed statutory and legal requirements related to sign regulation; and

WHEREAS, signs are often placed in close proximity to public rights-of-way, and such placement creates visual obstruction of oncoming pedestrian and vehicular traffic creating a safety issue; and

WHEREAS, uncontrolled placement of portable, banner, and temporary signs could have a negative impact on the health, safety, and welfare of local residents; and

WHEREAS, regulation of signs in the City will substantially promote the City's interest in preserving the aesthetic beauty of the City; and

WHEREAS, the City is a Silver certified Scenic City recognized by the Scenic City Certification Program of Scenic Texas; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an Ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 216 of the Texas Local Government Code, the City has the authority to regulate signs within the City Limits and the extraterritorial jurisdiction (ETJ)**;** and

WHEREAS, the Zoning and Planning Commission held discussion and a public hearing held on June 17, 2020; and

WHEREAS, the City Council held discussion and a public hearing held on _____, 2020; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of West Lake Hills.

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Lake Hills, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. AMENDMENT

Chapter 32: Signs, of the Code of Ordinances, City of West Lake Hills, Texas, is hereby amended to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately after passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the _____day of _____2020, by a vote of ____(*ayes*) to ____ (*nays*) to _____ (*abstentions*) of the City Council of West Lake Hills, Texas.

CITY OF WEST LAKE HILLS:

by: _____

Linda Anthony, Mayor

ATTEST:

_____

Stephanie Mills, City Secretary

ATTACHMENT "A"

CITY OF WEST LAKE HILLS CODE OF ORDINANCES

TITLE II: BUILDING AND DEVELOPMENT REGULATIONS

CHAPTER 32

SIGNS

ARTICLE 32.01 GENERAL PROVISIONS[*]

Sec. 32.01.001 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator. A member of the city staff appointed by the city administrator, designated to administer and enforce this chapter.

Average grade. The grade of the finished ground level at the midpoint of each exterior surface of a sign, or a structure, if the sign is attached to the structure.

Billboard. Any sign that is freestanding or attached to or part of a building and is an off-premises sign.

Building design committee (BDC). A subcommittee of the zoning and planning commission consisting of three members.

City. The City of West Lake Hills, Travis County, Texas, and its area of extraterritorial jurisdiction as defined by V.T.C.A., Local Government Code chapter 42.

Commercial sign. A sign which directs the attention of the general public to a place of business that sells goods or services, or other contains commercial or business activity.

Commission or zoning and planning commission. The zoning and planning commission (ZAPCO) of the city.

Compensable cost. Those costs for which the owner of a nonconforming sign required to be relocated, reconstructed or removed by this chapter is entitled to be compensated pursuant to V.T.C.A., Local Government Code chapter 216, which costs, if required to be paid by the statute, shall be calculated in accordance with the formula set forth in the statute.

Erect. To build, construct, alter, reconstruct, pour, lay, move upon, attach, hang, place, suspend or affix, and also includes the painting of wall signs, murals or super graphics, or any physical operation on the premises which is required for the construction of a sign, including excavation, site clearance, landfill, and the like.

Freestanding sign. Any sign which is not attached to or on the walls, face, or exterior of a building.

Government sign. A government sign is a sign that is constructed, placed, or maintained by the federal, state, or local government or a sign that is required to be constructed, placed, or maintained by a property owner as mandated by the federal, state, or local government either directly or to

enforce a property owner's rights.

Handheld sign. Any sign held by a person.

Indirect lighting. A light source from a shielded and hooded fixture mounted to the top of the sign, pointed towards the ground and that is diffused to provide an even illumination without glare. This type of lighting must conform with the lighting requirements in article 24.03.

Landscaping. To change the natural features by adding trees, bushes, flowers, etc.

Manual on Uniform Traffic-Control Devices (MUTCD). The state publication for streets and highways.

Notice. Actual notice or written notice sent by registered or certified mail.

Office complex. Two or more offices and/or office establishments, sharing customer parking area, regardless of whether said offices or office establishments occupy separate structures or are under separate ownership, or on separate tracts or lots of land.

Official sign. Any sign erected by or at the direction of any governmental body.

Off-premises sign. Any sign other than an on-premises sign.

On-premises sign. A commercial sign which advertises only goods, services, facilities, events, or attractions available on the premises where located, or identifies the owner or occupant or directs traffic on the premises.

Premises. A lot or tract within the city, and contiguous lands in the same ownership, which is not divided by any public highway, street or alley, or right-of-way therefor.

Projecting or hanging sign. Any sign attached to a building and extending in whole or in part more than nine inches beyond the building line. Allowable size does not include supporting structure.

Reflective surface. Any material or device which has the effect of intensifying reflected light, such as scotch light, day glow, glass beads and luminous paint.

Restoration. The routine maintenance and painting of existing, approved signs that do not change the approved design and color in any way.

Shopping center. Two or more retail stores and/or service establishments, or one retail store and one service establishment, sharing customer parking area, regardless of whether such stores and/or establishments occupy separate structures or are under separate ownership or on separate lots on tracts of land.

Sign. A name, identification, image, light device, figure, painting, drawing, message, plaque, poster, billboard, description, display, or illustration which is affixed to, painted or represented directly or indirectly upon a building, picture, window (attached inside or outside), or piece of land, and which directs attention to an object, product, place, activity, facility, service, event, attraction, person, institution, organization or business which is visible from any street, right-of-way, sidewalk, alley, park or other public property. Displays of merchandise customarily sold at the site without illumination or lettering which are placed behind a store window are not signs or parts of signs.

Surface area of a sign. The total surface including frame and mounting. The actual area of the sign shall be calculated using trigonometric methods when the sign is not a simple rectangle. The allowed area of the sign as stated in the ordinance equals one side of a freestanding back-to-back sign, provided the freestanding sign's sides are back to back or angled with no greater separation between sides at its widest point than four feet and provided that both sides have the identical sign. Frame and mounting shall not exceed 30 percent of the total surface area of sign.

Temporary sign. A banner, pennant, poster, or advertising display constructed of papers, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials that appears to be

intended or is determined by the ~~city planner~~director of building and development services to be displayed for a limited period of time.

Traffic-control sign. A permitted sign for the purpose of identifying parking areas and directing the flow of traffic on private property.

Uniform sign agreement. An agreement approved by the city and property owner(s) containing specific regulations for the project's or property's signs to establish uniform signage.

Wall sign. A sign attached to, painted on, or erected against the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of the wall and not projecting more than nine inches from the face of the wall at any point.

Zone. A zoning district as shown on the official zoning map of the city.

Sec. 32.01.002 Enforcement

(a) Violation; notice. If the administrator finds that any sign is maintained in violation of the provisions of this chapter within the city limits or within the extraterritorial jurisdiction, the administrator shall give written notice of the violation to the owner or person entitled to possession of the sign or the owner of the property where the sign is located.

(b) Failure to comply; city abatement. If the person fails to alter or remove the sign so as to comply with this chapter within ten days after the receipt of the notice, the administrator may cause the sign to be altered or removed at the expense of the owner or person entitled to possession of the property or sign, and shall, upon the determination of the expenses, certify them to the city.

(c) Lien. The city shall notify the owner or person entitled to possession of the sign or property of the total costs incurred for the alteration or removal and destruction of the sign, and if that person fails within 30 days after the date of notification to pay the entire costs and expenses of the repair, alteration or removal, then the costs and expenses shall become a lien against the property.

(d) Costs. The costs incurred under this section shall include the actual cost of repair or removal of the sign, plus 15 percent, and in addition thereto, shall include an amount equal to ten percent, representing penalty and interest for the cost of collection, and reasonable attorney's fees.

Sec. 32.01.003 Penalty, other remedies for violations

(a) Any person convicted of a violation of any provision of this chapter shall be fined in an amount not to exceed $500.00. Each day of violation under this chapter shall be a separate violation.

(b) Additionally, the city administrator or the administrator's designee shall have the authority, and the duty, to remove or cause to be removed and impounded any sign, poster, handbill, banner, streamer or other outdoor advertising erected, placed, altered, maintained, or neglected in violation of this chapter, if the same is located on, in, or above any public street, right-of-way or sidewalk area, or other public property.

(c) The cost of any such removal or impoundment shall be chargeable to the person or persons, jointly and severally, who were responsible for or who caused the erection or placement of the offending sign or advertising, and their sureties.

(d) Any item impounded by authority of this section shall be held for a period of 30 days and then disposed of in any manner designated by the city administrator. During the 30 days, the owner of such item upon proof of same may reclaim such item at the place of storage by paying to the city the actual cost of removal and impounding. This charge shall in any event be not less than $25.00.

Sec. 32.01.004 Liability

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person erecting or owning any sign from personal injury or property

damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person, or such person's agents, employees or workers, in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions of this chapter. Nor shall it be construed as imposing upon the city or its officers, employees, or the zoning and planning commission, any responsibility or liability by reason of the approval of any signs, materials, or devices under the provisions of this chapter.

Sec. 32.01.005 Maintenance required; enforcement

All signs and structures supporting signs in the city and extraterritorial jurisdiction shall be properly maintained at all times to the satisfaction of the administrator. The administrator shall have the authority to order the painting, repair, or removal of a sign, sign structure, or accompanying landscaping which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment. The administrator's ~~Its~~ decision shall be subject to review by the city council in accordance with the provisions of this chapter. Notification shall be by certified mail. If, within 15 days, the maintenance orders are not complied with, the administrator may order the sign removed at the owner's expense under the provisions of this chapter. A permit is not required for simple routine maintenance, adjustments, replacement of light globes, etc. on existing conforming signs.

Sec. 32.01.006 Acts prohibited

It shall be unlawful for any person to do any of the following acts:

(1) Post, paint, or otherwise exhibit any commercial advertisement, poster, bill, or other notice or sign on any property not owned or controlled by the person, without the permission of the person owning or controlling such property.

(2) Tear down, remove, or otherwise interfere with any notice, sign, advertisement, bill or poster erected by another, unless the same was placed or maintained on the property of the person removing the same, without permission previously given.

(3) Paint, mark or write on, or post or otherwise affix, any handbill or sign to or upon any sidewalk, crosswalk, curb, curbstone, streetlamp post, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or telephone or telegraph, wire pole or wire appurtenance thereof or upon any fixture of the fire alarm or police system or upon any lighting system, public bridge, or lifesaving equipment, street sign or traffic sign in the city or the extraterritorial jurisdiction. Any handbill or sign found posted, or otherwise affixed upon any public property contrary to the provisions of this section may be removed by the police department or other department or individual so designated by the city. The person responsible for any such illegal posting shall be liable for the cost incurred in the removal thereof. The city administrator is authorized to effect the collection of such cost.

(4) Place or cause to be placed anywhere in the city or in the extraterritorial jurisdiction any poster, placard, handbill, or advertising material on any vehicle, or in any location, in such a manner that the same may reasonably be expected to be blown about by the wind. It shall be presumed that the person's name that appears on such poster, placard, handbill, or advertising material has knowledge of the location and manner that such item was placed. It shall be further presumed that if a large number of such items are found scattered about and being blown about by the wind that the items were placed in such a manner that they might reasonably be expected to be blown about by the wind.

(5) Erect, maintain, or paint any sign, or other message or outdoor advertising upon a tree, rock, or other natural feature.

(6) Erect within the city limits, or the extraterritorial jurisdiction of the city, any sign or outdoor

advertising without having prior thereto obtained from the city a permit therefor, except as specifically exempted by the provisions of this chapter.

(7) Remove, alter, change, or obscure, without authorization of the city administrator, any official tag or identification which was placed on any outdoor advertising or sign material.

(8) Violate any provision contained in this chapter within the corporate limits of the city and its extraterritorial jurisdiction.

Sec. 32.01.007 Permitted signs restricted

The only signs permitted in the city are those which meet the requirements of this chapter, and amendments thereto, and which have received the necessary approval.

Sec. 32.01.008 Exempted signs designated

The provisions of this chapter shall not apply to the following signs:

(1) Memorial signs or tablets, when cut into any masonry surface or when constructed of bronze or other metal up to six square feet as part of a building;

(2) Official governmental notices and notices posted by governmental officers in the performance of their duties, governmental signs to control traffic or for other regulatory purposes such as neighborhood crime watch areas, or to identify streets, or to warn of danger;

(3) Temporary or permanent signs erected by public utility companies or construction companies on property where dangerous or hazardous conditions are present including, but not limited to, excavation, or the presence of underground cables, gas lines and similar devices;

(4) Commercial signs displayed on trucks, buses, trailers or other vehicles which are being operated in the normal course of a business, indicating the name of the owner, business and location (e.g., moving vans, delivery trucks, rental trucks and trailers and the like); provided, that the primary purpose of the vehicles is not for display of signs, and provided that they are parked in areas appropriate to their use as vehicles normally used in the course of business and are in operable condition, carry a current and valid license plate and state inspection tag; and

(5) Any sign required to be erected by a property owner through a mandate of the federal, state, or political subdivision or a department or agency of the federal, state, or political subdivision; or

(6) On a lot zoned residential, one permanent sign for each dwelling on a lot, not to exceed two square feet per lot, that is less than six feet from average grade in height, located on the lot between the right-of-way and the building setback lines as provided in chapter 38 and that meets the design criteria in section 32.01.013 with indirect or no lighting.

(7) Flags are authorized to be placed on any property without a permit, including two flags with noncommercial messages and one flagpole per premises shall be allowed on each property. Each flag must be a maximum of fifteen (15) square feet in area. The flagpole must be a maximum of (25) feet in height or no higher than the highest point of the principal building's roof, whichever is lower. Flagpoles must meet the minimum yard setback requirements for a principal building.

(8) Changing a commercial message to a noncommercial message on any legal sign surface does not require a permit. Any legal sign surface on which a commercial message is displayed may have a noncommercial message in its place.

Sec. 32.01.009 Obstructions to passageways

No sign shall be erected, relocated or maintained so as to prevent free ingress to or egress from any door, window or fire escape. No sign of any kind shall be attached to a standpipe or fire escape.

Sec. 32.01.010 Traffic hazards

No sign or sign structure shall:

(1) Obstruct free and clear vision at any street intersection.

(2) Interfere with, obstruct the view of, or cause confusion with any authorized traffic sign, signal or device because of its position, shape or color.

(3) Use illumination resembling an emergency signal.

(4) Be the cause of a recurring traffic slow down, whether because of its positioning, visual impact, or a combination of these or other factors.

Sec. 32.01.011 Street right-of-way protected

(a) A person may not place a sign on the right-of-way of a street or highway within the city or extraterritorial jurisdiction unless explicitly authorized by this chapter.

(b) Signs placed in violation of this chapter are hereby declared a public nuisance, and may be removed and disposed of by the city without notice and without compensation to the sign owner.

Sec. 32.01.012 Utility right-of-way protected

Any sign authorized by the city to be placed in the right-of-way, if any, may not inhibit access to or interfere with a utilities or drainage easement.

Sec. 32.01.013 Design review guidelines

(a) Harmonious with city scale. Sign location, configuration, design, materials, and colors should be harmonious with the Hill Country setting and the rural scale of the city.

(b) Materials. Sign materials shall be predominantly natural, such as native stone, rough cedar, pine or other types of wood. Other materials may be substituted when in the opinion of the building design committee they meet the design criteria of the city.

(c) Architectural harmony. The sign and its supporting structure shall be in architectural harmony with the surrounding structures.

(d) Colors. Black and earth tones shall be favored and bright colors shall be used only as accent colors. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in dirt, moss, trees, and rocks. Many earth tones originate from clay earth pigments such as umber, ochre, and sienna.

(e) Landscaping. Landscaping is required and shall be designed to harmonize with the building and surrounding natural landforms and native plants, as reflected in specific requirements contained herein.

(f) Reflective surfaces. Glare-producing surfaces on signs are not allowed.

(g) Lighting. All lighting of signs shall be indirect lighting as defined herein and all floodlights shall be shielded. No sign shall be illuminated, in whole or in part, where the illumination is intermittent or varies in color or intensity from time to time. The use of searchlights is prohibited. Changeable electronic variable message signs (CEVMS), digital signs, and light emitting diode (LED) signs are prohibited.

(h) Moving parts. No sign shall contain any moving parts.

(i) Commercial logo/logograms. Graphic symbols, used to represent or identify a business entity or organizations, are permitted to be displayed on signs only under the following conditions:

(1) The design and materials comprising the logo shall be consistent with the guidelines in this section;

(2) Commercial logos shall be permitted only on sign categories set forth in section

32.03.001(b)(4), (6), (7), and (9); and

(3) Commercial logos shall be consistent with those generally utilized by applicant on business cards, stationery, and other similar uses.

Sec. 32.01.014 Wind pressure and dead load requirements

Any sign that requires a permit shall be designed and constructed to withstand wind pressures and receive dead loads as required in the International Building Code (IBC) as adopted by the city.

Sec. 32.01.015 Nonconforming signs

(a) Determination. A nonconforming sign shall be, on the effective date of the ordinance from which this section was derived, any sign which:

(1) Was erected prior to October 7, 1969 [sic] February 28, 2018;

(2) Was a nonconforming sign under the provisions of Ordinance 358, dated February 28, 2018, or becomes nonconforming due to amendments to the ordinance;

(3) Was erected while not under the jurisdiction of the local ordinances, laws or regulations applicable at the time of its erection and area was later annexed by the city; and

(4) Was in compliance prior to adoption of Ordinance 358, dated February 28, 2018, as amended, but due to the provisions of this chapter is determined to be nonconforming.

(b) Removal. Nonconforming signs shall be terminated immediately upon the occurrence of the following event specified:

(1) A sign that, having been permitted to remain in place as a nonconforming use, is required to be removed because the sign, or a substantial part of it, is blown down or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols or other matter on the sign; for purpose of this subsection, a sign or substantial part of it is considered to have been destroyed only if the cost of repairing the sign is more than 60 percent of the cost of erecting a new sign of the type at the same location;

(2) A nonconforming sign that has been abandoned;

(3) A nonconforming sign that has been discontinued for a continuous period of 90 days; and

(4) A nonconforming sign that has become obsolete or substandard under any applicable ordinance of the city to the extent that the sign becomes a hazard or danger.

Sec. 32.01.016 Prohibited signs

Any sign not expressly authorized by this chapter, or specifically authorized from the provisions hereof, is prohibited. Examples of prohibited signs include, but are not limited to:

(1) Portable signs, except those used for temporary purposes as otherwise provided for in this chapter.

(2) Cloth, canvas, paper, soft plastic, balloons, flags, or similar advertising signs or devices except as provided for in this chapter.

(3) Molded plastic, plastic sheet or flex-face signs.

(4) Signs that have the appearance of traffic safety signs and lights, or municipal vehicle warnings, from a distance.

(5) Boxes stored in view of the street, etc. which have large product identification that serves as a sign.

(6) Signs or advertising materials that are worn, held, or attached to a person's body advertising the sale of goods or services.

(7) Signs that contain moving parts. Apparent motion of the visual message, caused by, but not limited to the illusion of moving objects, moving letters, moving patterns or boards of light, expanding, contracting or rotating shapes, or similar effects such as “scrolling” or “running” messages are prohibited except as otherwise provided for in this chapter.

(8) Signage, advertising or messages of any type affixed to or painted upon natural features such as trees or rocks.

(9) New billboards (off-premises signs) with commercial advertising are prohibited.

(10) Signs that violate the city’s lighting or any other code requirements.

(11) Signs that are attached to any utility pole or wire, traffic sign, or city easement or are placed on city-owned property unless placed by permission of the city.

(12) Feather banners.

(13) Balloon signs.

(14) Inflatable signs.

(15) Roof signs (including signs that are otherwise permitted but are placed on the roof of a building)

(16) Changeable electronic variable message signs (CEVMS), digital signs, and light emitting diode (LED) signs

ARTICLE 32.02 PERMITS AND INSPECTIONS

Sec. 32.02.001 Permits, certificates and approval required

(a) It is an offense for any person to erect, alter, or relocate any sign within the city and its area of extraterritorial jurisdiction, without complying with the following requirements:

(1) Completion of a sign application permit;

(2) Review by the director of building and development services or ~~city planner~~designee for permits;

~~(3) Review and comments by building design committee;~~

(~~4~~3) Review and a~~Review and a~~pproval by ~~the zoning and planning commission; and, as applicable, forwarding to the city council for a variance or appeal action~~the city council; and

(~~4~~5) Completion of certificate of sign inspection after final inspection by the city inspector~~.~~.

(b) Variance requests shall follow the process described by Article 32.04 of this chapter.

(~~b~~c) This section does not apply to the placement of a sign if this chapter exempts a sign from requiring a permit or a sign is being placed pursuant to a uniform sign agreement.

Sec. 32.02.002 Application procedure for signs requiring permits

The procedures to be followed in fulfilling the intent of this chapter are as follows:

(1) The applicant shall submit a sign permit application any application for variances to the ~~administrative~~ planning and zoning secretary and pay the applicable permit and variance fees. The ~~administrative~~ planning and zoning secretary shall forward the applications to the ~~city planner~~director of building and development services.

(2) The ~~city planner~~director of building and development services or ~~the planner’s~~his/her designee

shall confer with the applicant and explain the provisions of this chapter. After reviewing the sign application(s) for completeness and code compliance, the planner director of building and development services shall promptly set a date for city council schedule a conference with the building design committee (BDC) to consider the application(s) based on the meeting schedule of the BDCcity council. After the BDC has met with the applicant and offered comments to develop the most effective and appropriate design, the sign permit application and variance applications, if any, shall be forwarded to the zoning and planning commission with amendments, if needed. The city council shall consider the sign permit application and variance applications, if any, at its next regularly scheduled meeting or as promptly as practicable at a subsequent regular meeting of which the applicant is given written notice.

(3) The commission shall consider the sign permit application and variance applications, if any, at its next regularly scheduled meeting or as promptly as practicable at a subsequent regular meeting of which the applicant is given written notice.

(4) The commission shall review the sign application permit in the presence of the applicant or the applicant's representative at one of its regularly scheduled meetings.

(5) The commission shall either:

(A) Make a recommendation of approval or denial to city council at the meeting; or

(B) Postpone its recommendation on the request of the applicant; or

(C) Postpone its recommendation to its next regular meeting for good cause based on need for further review by the commission. Upon request of applicant, the commission may allow one postponement of the variance request(s) to the following regular meeting of the commission, at which meeting the commission must either make a recommendation or forward the variance request(s) to the board of adjustment/city council without a recommendation.

(6) The commission will recommend approval, rejection, or approval upon condition the sign permit application and variance applications, if any, based upon its conformance with the provisions of this chapter and its aesthetic value.

(7) Once the commission approves a recommendation to city council, it shall forward its recommendation to city council for review at the council's next regular meeting or as soon as practicable. The applicant shall be notified when its applications will be considered by city council.

(38) The city council shall either:

(A) Approve, reject, or approve upon condition the sign permit application and variance application, if any, at its meeting;

(B) Approve, reject, or approve upon condition the sign permit application and variance application, if any, at its meeting;

(BC) Postpone its decision on the request of the applicant; or

(CD) Postpone its decision to its next regular meeting for good cause based on need for further review by the city council.

(94) Upon approval by the council of, the sign permit application and variances, if any, the permit shall be issued by the city administrator or the administrator's designee.

(105) Upon the conclusion of the construction and erection of the approved sign, the applicant will apply for a certificate of sign inspection from the city inspector.

(116) The inspector will inspect the sign in its proper location and will, if the sign is found to be in compliance with the approval, issue the certificate of inspection completing the sign application procedures.

~~(12) If the after-the-fact variance application(s) are denied or withdrawn prior to approval, the applicant has fourteen (14) days to bring the property into compliance or make an agreement, in writing, with the city administrator regarding a timeframe for bringing the property into compliance. If the deviation(s) are not corrected within the fourteen (14) days or timeframe agreed to, in writing, by the city administrator, immediate enforcement action described by section 2.02.041 of this Code may be taken to bring the property into compliance.~~

Sec. 32.02.003 Sign permit application procedure for uniform signage agreements

If an applicant desires to apply for a sign permit or permits under a uniform signage agreement, the applicant shall:

(1) Submit a sign permit application and permit fees to the ~~administrative~~ planning and zoning secretary;

(2) Any sign permit application under a uniform signage agreement shall contain the written consent of the property owner;

(3) The ~~city planner~~director of building and development services shall promptly review the sign permit application for completeness and compliance with the uniform signage agreement;

(4) If the sign conforms to the agreement, the sign permit may be approved administratively by the city administrator;

(5) If the city administrator finds that the sign permit application does not conform to the uniform signage agreement, the city administrator shall forward the application to the ~~city planner~~director of building and development services to follow the procedure under section 32.02.002.

Sec. 32.02.004 Sign permit application, information required

An application for a sign permit shall contain the following information:

(1) Name, address, telephone number of the applicant and date of application;

(2) Numerical location of building structure upon its lot; block and plat designation; and street address upon which the sign is to be located;

(3) Section number and paragraph of the title under which the application is being made;

(4) Position of the sign on the building or on the ground in both plain view, drawn to scale, and elevation views, drawn to scale;

(5) Fifteen sets of scale drawings of the plans and specifications, including size and color of the sign and its various parts, the style of lettering, the message, lighting, type of material of which it is fabricated and the method of attachment to the building or to the ground and associated landscaping;

(6) A color sketch, color photograph, or similar presentation of the sign and building, and copies of the PMS color samples proposed, as well as any contiguous street or building in order to display how they would appear in relation to one another;

(7) Name of person constructing or erecting the sign;

(8) Written consent of the owner of the building, structure, or land to which or on which the sign is to be erected;

(9) Signature of administrator or the administrator's designee stating that sign meets the general requirements of this chapter other than requested variances;

(10) For sign applications requiring variance(s), the report from the zoning and planning commission. Minutes of the zoning and planning commission shall constitute the report from the zoning and planning commission;

(10~~1~~) If required by the city administrator or ~~city planner~~director of building and development services, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressures in any direction in the amount required by this chapter and all other laws and ordinances of the city;

(11~~2~~) Linear feet of frontage; and

(12~~3~~) Any sign permit application shall contain the signature of the applicant and the property owner if not the same individual.

Sec. 32.02.005 Representations by applicant

All representations, whether oral or written, made by the applicant or the applicant's agent on behalf of the application for a sign permit under this chapter become conditions upon which a permit is issued. It shall be unlawful for the permittee to vary from such representation unless the permittee first makes application, as required by the provisions of this chapter, to amend the permit and such amendment is approved by the proper authority.

Sec. 32.02.006 Certificate of sign inspection

A certificate of sign inspection shall contain the following information:

(1) Name, address, and telephone number of the applicant;

(2) Numerical location of building structure upon its lot; block and plat filing designation; and the street address upon which the sign is to be attached; and

(3) Signature and date of approval by the city inspector.

Sec. 32.02.007 Permit fees

At the time the ~~administrative~~ planning and zoning secretary accepts the sign application permit, the applicant shall pay the required fee per sign permit application, per sign, and for any variance requests. An application may include all the signs for a single lot or tract.

Sec. 32.02.008 Review by commission and city council

The zoning and planning commission shall consider variance requests under this chapter. The ~~zoning and planning commission and~~ city council shall review the appearance, lighting, form, color, character, dimensions, and materials of all signs required under this chapter to obtain approval; determine that all signs requiring approval under this chapter are in conformance with this chapter; and consider variance requests, if any. ~~The commission and city council shall determine that all signs requiring approval under this chapter are in conformance with this chapter and consider variance requests if any.~~

ARTICLE 32.03 SIGN CATEGORIES

Sec. 32.03.001 Generally

(a) This article concerns those types of permanent and temporary signs to which this chapter applies. This article further includes the purpose of each sign type, size, height, number, location, design and landscaping requirements, and special provisions for each type of sign.

(b) The following is a listing of sign categories permitted under the provisions of this chapter:

(1) Temporary signs;

(2) Freestanding commercial signs, multitenant shopping center or office complex, option I and option II;

(3) Bee Cave Road and Loop 360 Corridor Street Number;

(4) Freestanding commercial signs, single-business use;

(5) Projecting, wall and hanging commercial signs, individual business within a multitenant shopping center or office complex;

(6) Joint directory commercial signs for a multitenant shopping center or office complex;

(7) Commercial signs in/on windows/doors;

(8) Public information signs (temporary); and

(9) Driveway entrance sign for a B-3 district multitenant center.

Sec. 32.03.002 Signs in residential districts not requiring permit

(a) No sign shall be allowed in residential districts except the following categories of signs which comply with the provisions of this chapter and have received approval when necessary:

(1) One sign on any property zoned residential (R-1, R-2 or R-3) not to exceed two (2) square feet as described in section 32.01.008(6);

(2) One temporary sign not to exceed six square feet in size per lot may be located on the owner's property for a period of ninety (90) days prior and seventy-two (72) hours after an election involving candidates for a federal, state, or local office that represents the area in which the property is located or an election that involves a measure on the ballot of an election within the area;

(3) One temporary sign on a lot where the owner consents and the property is being offered for sale or lease while for sale or lease and up to seventy-two (72) hours after the property is sold or leased; and

(4) A property owner may place a temporary sign on the lot that is not larger than four square feet so long as the sign contains a noncommercial message.

(b) Signs in this section do not need a permit if they meet the requirements of this section and all other applicable provisions of the sign code.

(c) No sign under this section shall have lighting or moving parts.

(d) This section does not limit the noncommercial content of the sign allowed under this subsection.

Sec. 32.03.003 Signs in non-residential districts not requiring permit

(a) The following signs in non-residential districts do not require a permit:

(1) One temporary sign per lot or unit where the owner consents and the property is being offered for sale or lease while for sale or lease and up to seventy-two (72) hours after the property is sold or leased and shall not exceed six (6) square feet.

(2) One temporary sign not to exceed six square feet per lot on the owner's property for a period not to exceed ninety (90) days.

(b) Signs in this section do not need a permit if they meet the requirements of this section and all other applicable provisions of the sign code.

(c) No sign under this section shall have lighting or moving parts.

(d) This section does not limit the noncommercial content of the sign allowed under this subsection.

Sec. 32.03.~~003~~ 004 Traffic-control signs upon private commercial property

Traffic-control signs other than uniform traffic-control devices (see definition of MUTCD in section

32.01.001) upon private commercial property shall be regulated as follows:

(1) Purpose. To relieve vehicular and pedestrian traffic congestion and promote the safe and expedient flow and parking of traffic on private commercial property.

(2) Size. All vehicular traffic-control signs shall not exceed two square feet.

(3) Height. No part of the sign shall extend above six feet from average grade.

(4) Number. Not to exceed 12 signs for districts O, B-1, and B-2, and not to exceed 24 signs for B-3 district.

(5) Location. Shall be submitted for approval by the ~~city planner~~director of building and development services, with a letter of approval from the chief of police for any sign placed adjacent to a public street or right-of-way.

(6) Design. In accordance with criteria in section 32.01.013.

(7) Lighting. Indirect.

(8) Landscaping. At the discretion of the council.

(9) Special provisions. Shall be as follows:

(A) May be either freestanding or wall mounted, with same size requirements;

(B) All traffic-control signs shall be of a uniform design approved by the ~~zoning and planning commission~~city council. No individual sign shall be approved unless it conforms to an overall sign program for the entire site, submitted by the applicant; and

(C) No sign shall contain any advertising, but may identify the owner by name.

Sec. 32.03.~~004~~ 005 Traffic-control signs upon private residential property

Traffic-control signs other than uniform traffic-control devices (see definition of MUTCD in section 32.01.001) upon private residential property shall be required if needed for directional or public safety purposes as determined by the police chief and city administrator and:

(1) Size. All vehicular traffic-control signs shall not exceed two square feet.

(2) Height. No part of the sign shall extend above six feet from average grade.

(3) Number. Not to exceed number of signs necessary for public safety or directional purposes as determined by the city administrator and police chief.

(4) Location. Shall be determined by the city administrator and chief of police for any sign placed adjacent to a public street or way.

(5) Design. In accordance with criteria in section 32.01.013.

(6) Lighting. Indirect.

Sec. 32.03.~~005~~ 006 Freestanding commercial signs, multitenant shopping center or office complex; option I, option II, and option III

Multitenant shopping centers or office complexes zoned O, B-1, B-2 or B-3 may have the option of using freestanding commercial signs (option I), a monument-type sign (option II), or a single-business use sign (option III). Such signs shall be regulated as follows:

(1) Option I: Freestanding commercial signs.

(A) Purpose. To identify the multitenant shopping center or office complex (subject to the limitations contained in subsection (F) below).

(B) Size. A maximum area of 36 square feet, with a horizontal dimension of no greater than 9 feet.

(C) Height. No part of the sign shall extend above 8 feet from average natural grade, including a base no greater than 18 inches tall.

(D) Number. One sign on the major traffic street or main entrance. If a multitenant shopping center has two or more public entrances, a separate sign is permitted on the subordinate driveway, which shall be limited in area to 12 square feet, and no part of this sign shall extend above 5 feet from average natural grade.

(E) Location. On premises of the center or complex and adjacent to major trafficway which the building abuts, between the right-of-way and the building setback lines so as not to create a traffic hazard.

(F) Design. The sign shall contain only the name of the multitenant shopping center or office complex along with its street address (e.g. Bee Cave Center, 3425 Bee Cave Road). Lettering designating the name of the shopping center or office complex and street address shall not exceed a maximum of 10 inches in height. Any design shall be shown not to create a traffic hazard. The name of the multitenant shopping center or office complex may not be the same or similar to any individual tenant or business located in such shopping center or office complex.

(G) Lighting. Indirect lighting.

(H) Landscaping. Shall be as follows:

(i) A landscaped area of 120 square feet at the base of the sign;

(ii) All landscaped areas shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and

(iii) A plan showing the landscaping must be submitted to the city council by the applicant at the time of application.

(2) Option II: Driveway entrance sign (monument type).

(A) Purpose. To identify the name of the multitenant shopping center or office complex (subject to the limitations contained in subsection (F) below) and the businesses located therein.

(B) Size. A maximum size of 36 square feet, with a horizontal dimension of no greater than 9 feet.

(C) Height. No part of the sign shall extend above 8 feet from average natural grade, including a base no greater than 18 inches tall.

(D) Number. One sign on the major traffic street or main entrance. If a multitenant shopping center has two or more public entrances, a separate sign is permitted on the subordinate driveway and such sign shall be limited in area to 12 square feet, no part of such sign shall extend above 5 feet from average natural grade and such sign shall only contain the name of the center (subject to the limitations contained in subsection (F) below) and the street address.

(E) Location. On premises of the center or complex and adjacent to major trafficway which the building abuts, between the right-of-way and the building setback lines so as not to create a traffic hazard.

(F) Design. The monument sign design shall contain the name of the center and the address at the top of the sign; the individual businesses may be listed under the name of the complex. Lettering designating the name of the shopping center and street address shall not exceed a maximum of 7 inches in height. Other subordinate lettering designating retail businesses shall not exceed 3 inches in height. The base of the monument sign shall have a maximum height of 18 inches in a landscaped setting, and any design shall be shown not to create a traffic hazard. The name of the multitenant shopping center or office complex may not be the same or similar to any individual tenant or business located in such shopping center or office complex.

(G) Lighting. Indirect lighting.

(H) Landscaping. Shall be as follows:

(i) A landscaped area of 120 square feet at the base of the sign;

(ii) All landscaped areas shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and

(iii) A plan showing the landscaping must be submitted to the council by the applicant at the time of application.

(3) Option III: Single-business use sign. In lieu of the sign types of option I and option II described in this section, a multitenant shopping center or office complex may elect to erect a sign under section 32.03.008~~7~~.

Sec. 32.03.~~006~~ 007 Bee Cave Road and Loop 360 corridor street number

Numerical street address for multitenant center or office complex on Bee Cave Road or Loop 360 shall be regulated as follows:

(1) Purpose. To identify the numerical street address of a multitenant shopping or office complex.

(2) Size. A maximum of four numbers, and each number with a vertical dimension of no greater than 24 inches and a horizontal dimension of no greater than 12 inches.

(3) Height. No part of the numbers shall extend above the roof line of the building.

(4) Number. One set of numbers facing the westbound lane of Bee Cave Road or Loop 360 and one set of numbers facing the east lane of Bee Cave Road or Loop 360.

(5) Location. On the building complex at the corner of the complex closest to the street.

(6) Design. The sign shall contain only the number of the street address (e.g., 3415).

(7) Lighting. None.

(8) Landscaping. None.

Sec. 32.03.~~007~~ 008 Freestanding commercial signs, single-business use

Freestanding commercial signs, single-business use, shall be regulated as follows:

(1) Purpose. To identify a business or organization being the sole business occupant of a lot or tract.

(2) Size. A maximum area of 24 square feet, with a horizontal dimension of no greater than 6 feet.

(3) Height. No part of the sign shall extend above 8 feet from the average natural grade, including a base not greater than 18 inches tall.

(4) Number. One sign on the major traffic street or main entrance. If a single-business use building has two or more public entrances, a separate sign is permitted on the subordinate driveway, such sign shall be limited to the name of the business and the street address and shall be limited in area to 12 square feet, and not part of this sign shall extend above 5 feet from average natural grade.

(5) Location. On premises of the building and adjacent to major trafficway which the building abuts, between the right-of-way and the building setback lines so as not to create a traffic hazard.

(6) Design. The sign shall contain only the name of the business, its address and logo. Lettering designating the name of the business and street address shall not exceed a maximum of 10 inches in height.

(7) Lighting. Indirect lighting.

(8) Landscaping. Shall be as follows:

(A) A landscaped area of 120 square feet at the base of the sign;

(B) All landscaped areas shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and

(C) A plan showing the landscaping must be submitted to the city council by the applicant at the time of application.

Sec. 32.03.~~008~~ 009 Projecting, wall and hanging commercial signs

Projecting, wall, and hanging commercial signs, individual business within a multitenant shopping center or office complex for tenants who have their own separate exterior entrances, shall be regulated as follows:

(1) Purpose. To identify a business or organization which has its own separate exterior public entrance within a multitenant building.

(2) Size. Four square feet for each five front linear feet of the individual business for an organization having its own exterior public entrance in a multitenant building, with a maximum length of ten feet and area of 12 square feet. A minimum area of six square feet will be allowed if a business has insufficient frontage. The size of a multipaneled sign shall be determined by dividing the maximum size allowed by the number of panels. Combined maximum area for more than one sign shall not exceed 12 square feet.

(3) Height. Minimum clearance of eight feet to bottom of sign above pedestrian walkways.

(4) Number. One sign per pedestrian way on which the building abuts, as determined by the ~~administrator~~ city administrator with a maximum of two signs.~~, subject to review by the zoning and planning commission.~~

(5) Location. Perpendicular to, hung from, or attached to a projecting structural element of the exterior wall of the individual business or organization, adjacent to the street, parking lot or major pedestrian walkway which the building abuts.

(6) Design. The sign shall contain only the name of the business, its address and logo or nature of business, and, if desired, hours of operation. Except for those in B-3 districts, no additional fee shall be required for new signs in a multitenant shopping center or office complex where the zoning and planning commission has approved a uniform design for every sign in the entire complex and the city administrator certifies that the proposed new sign meets the uniform design approved by the city.

(7) Lighting. Indirect.

(8) Landscaping. Not applicable.

(9) Special provisions. Shall be as follows:

(A) A joint directory sign is permitted subject to the provisions of this chapter;

(B) A business or organization having a projecting or hanging sign is not excluded from participating in a joint directory;

(C) Businesses or organizations not having exterior public entrances are subject to the provisions of the joint directory signs for multitenant building, in section 32.03.01~~009~~; and

(D) An individual business with a basement entrance with no calculable frontage may have one sign with a maximum area of six square feet.

(10) Increase of size, number. Notwithstanding the foregoing, the maximum size of a projecting, wall or hanging commercial internal sign for a business within a shopping center designated B-3 may be increased to 24 square feet for a retail store with less than 20,000 square feet of retail use floor area, and to 36 square feet for a retail store with more than 20,000 square feet but less than 35,000

square feet of retail use floor area, and to 48 square feet for a retail store with more than 35,000 square feet of retail use. If site conditions permit two sides of a retail store to be visible from the interior of the site, a sign may be approved for each of the two sides.

Sec. 32.03.~~009~~ 010 Joint directory commercial signs for a multitenant shopping center or office complex

Joint directory commercial signs for a multitenant shopping center or office complex shall be regulated as follows:

(1) Purpose. To list all tenants within a multitenant building and to guide the pedestrian to the individual tenant within the building.

(2) Size. Two square feet per tenant within the multitenant building.

(3) Height. A minimum clearance of three feet to the bottom of sign above the average grade if the sign is a wall sign or if the sign is freestanding. No part of the sign shall extend above 12 feet from average grade.

(4) Number. One sign per tenant on the major pedestrian way which the building abuts. If a building has two or more major public entrances on distinct, separate pedestrian ways, proposals for additional joint-business directories may be approved at the discretion of the zoning and planning commission; the proposal shall conform to the other provisions of this section.

(5) Location. Attached to the building at the major pedestrian entrance or if freestanding at a site within the parking area where the sign is not visible from a public street.

(6) Design. In accordance with criteria in section 32.01.013.

(7) Lighting. Indirect.

(8) Landscaping. Shall be as follows:

(A) A landscaped area of two square feet for each square foot of each side of the sign shall be required at the base of the sign, with a minimum area to be landscaped of 24 square feet;

(B) All landscaped areas shall be maintained in a neat, clean and healthy condition; and

(C) A plan showing the landscaping must be presented to the city council by the applicant at the time of application.

Sec. 32.03.~~010~~ 011 Commercial signs in/on windows/doors

Commercial signs in/on windows or doors, or window signs, may be used ~~in lieu of, but not~~ in addition to, a sign authorized under section 32.03.008~~7~~ or section 32.03.009~~8~~ and shall be regulated as follows:

(1) Purpose. To identify a business or organization as the occupant of the space on the other side of the window.

(2) Size. A maximum area of ~~24~~ 12 square feet or no more than half the area of the window, whichever is smaller. A maximum area of six square feet is allowed if the area of the window/door is less than 12 square feet. Area used for the address, hours of operation, and open or closed status is excluded from the maximum size limit. ~~The building design committee may initiate with the consent of~~ The~~the~~ applicant may request a variance of up to 15 percent of the maximum allowed dimensions to improve readability and maintain an appropriate ratio of lettering/symbols to the area of the window.

(3) Height. No part of the sign shall extend above eight feet from the average grade unless a greater height is necessary to center the sign in the window.

(4) Number. One sign per street or pedestrian way which the building faces or abuts, as

determined by the city administrator, with a maximum of two signs~~, subject to review by the zoning and planning commission~~.

(5) Location. In/on the window/door and entirely within the perimeter of the window/door.

(6) Design/message. The sign may contain only the name of the business or organization, its address, logo, nature of business, hours of operation, and open or closed status, as desired.

(7) Lighting. Indirect.

(8) Landscaping. Not applicable.

(9) Special provisions. None.

Sec. 32.03.~~011~~ 012 Banners over public streets

Banners shall only include noncommercial messages and shall be regulated as follows:

(1) Purpose. Permanent or temporary signs and noncommercial banners with the intended use of identifying community, civic, neighborhood, social activities/events, or identifying soon-to-be newly opened retail businesses. Permanent public information signs shall be an integral part of an approved commercial retail business sign. Specifications for banners over public streets as described below shall conform to the City of Austin specifications for banners.

(2) Size. Banners with a noncommercial message over public streets shall not exceed 36 feet in length nor four feet in height~~ and shall conform to the City of Austin specifications and details for banners~~. ~~Temporary signs shall not exceed 12 square feet in O, B-1, B-2, or GUI zoning districts nor 24 square feet in B-3 districts. "Neighborhood" signs (lost/found pet, garage/yard sale, etc.) shall not exceed three square feet.~~

(3) Height. Banners over a public street will be a minimum of 13 feet six inches above a city-controlled street and 19 feet above a state-controlled highway; no part of a sign shall extend above eight feet from average grade. ~~.~~

(4) Number and locations. Maximum of one sign or banner in a location approved by the city administrator for any and all uses.

(5) Duration. Banner signs over streets may be displayed for a maximum of 15 days.

(6) Lighting. Banner signs shall not be lit.

Sec. 32.03.013 Temporary signs in non-residential districts requiring a permit

Temporary signs may be permitted in addition to permanent signs, and shall be regulated as follows:

(1) Purpose. Temporary signs in non-residential districts to identify community, civic, neighborhood, social activities/events, or identifying soon-to-be newly opened retail businesses.
(2) Size. Temporary signs shall not exceed 12 square feet in O, B-1, B-2, or GUI zoning districts nor 24 square feet in B-3 districts.
(3) Number and locations. Maximum of one per property or one per individual unit in a multitenant complex no more than 3 times per year in a location approved by the city administrator.
(4) Duration. Maximum three (3) times per year for a cumulative period not to exceed ninety (90) days.
(5) Lighting. Temporary signs shall not be lit.

Sec. 32.03.~~012~~ 014 Temporary signs on lots undergoing construction or development projects

(a) Each lot undergoing construction or development may have one additional temporary sign regulated as follows:

(1) Size. The size of the temporary sign at lot undergoing construction or development shall be a maximum of six square feet.

(2) Height. No part of the sign shall extend above eight feet from average grade.

(3) Number. One sign per lot or tract of land.

(4) Location. On premises and located within the setback lines of a lot or tract subject to the approval of the city administrator.

(5) Duration. Not to be erected before a building permit is issued by the city and shall be removed when the certificate of occupancy is issued by the city, but under no circumstances to exceed more than one year.

(6) Lighting. Not applicable.

(7) Landscaping. Not applicable.

(b) Notwithstanding the provisions set forth above, the following requirements shall apply to temporary site development signs for a multitenant shopping center located in a B-3 zoning district:

(1) Size. The size of such sign shall be a maximum of 48 square feet.

(2) Height. No part of the sign shall extend above 16 feet from average grade.

(3) Number. Two signs per lot or tract of land subject to overall site plan.

Sec. 32.03.~~013~~ 015 Commercial driveway entrance signs

Driveway entrance signs for a commercial multitenant shopping center in a B-3 business 3 district shall be regulated as follows:

(1) Size. A maximum size of 54 square feet, with a horizontal dimension of no greater than 12 feet.

(2) Height. No part of the sign shall extend above 12 feet from average grade.

(3) Lettering. Lettering design subject to ~~BDC~~ recommendation the director of building and development services.

(4) Number. One sign adjacent to each driveway entrance to the shopping center intersecting with a public street.

(5) Lighting. Indirect.

(6) Design. The individual business portion of the sign shall contain only the name of the business. The name portion of the sign shall contain the name of the business and address.

(7) Landscaping. Shall be as follows:

(A) A landscaped area of 120 square feet;

(B) All landscaped areas shall be maintained in a healthy, neat and clean condition; and

(C) A plan showing the landscaping must be submitted to the city council by the applicant at the time of application.

Sec. 32.03.~~014~~ 016 Uniform signage agreements

The ensuing buildings are subject to uniform signage agreements:

Property	Adoption Date

West Lake Court, 3663 Bee Cave Road	April 26, 1995
Village at Westlake, 701 South Capital of Texas Highway	April 30, 1996
The Hills Medical, 4615 Bee Cave Road	October 25, 2006
Westlake Medical, 5656 Bee Cave Road	July 28, 2004
Westbank Market, 3300 Bee Cave Road	December 12, 2007
Five Star Center, 3636 Bee Cave Road	September 20, 1995
Five Star Center, 3620 Bee Cave Road	September 16, 1998

ARTICLE 32.04 VARIANCES

Sec. 32.04.001 Purpose; limitations

(a) In order to lessen practical difficulties and prevent unnecessary physical hardships, variances from the regulations may be granted. A practical difficulty or unnecessary physical hardship may result from the size, shape, or dimensions of a structure, or the location of the structure, from topographic or physical conditions on the site or in the immediate vicinity, or from other physical limitations, street locations or traffic conditions in the immediate vicinity. Cost or inconvenience to the applicant of strict or literal compliance with a regulation shall not be a reason for granting a variance.

(b) A variance may be granted with respect to any regulation contained in this chapter.

Sec. 32.04.002 Application

Application for a variance from the provisions of this chapter shall be made upon a form provided by the administrator. The variance application shall include the application for a sign permit and shall also state the applicant's reasons for requesting variance in accordance with the criteria set forth in this chapter.

Sec. 32.04.003 Fees

(a) The city shall establish fees to defray the cost of processing requests for variances to this chapter. ~~If work requiring a variance is begun/completed before obtaining approval for such variance, the owner of the property and/or the person/entity responsible for the commencement of such work shall have the choice of~~Sign variance application fees are established in the Fee Schedule, Appendix A, Section A9.002 – Signs of the City's Code of Ordinances.~~:~~

~~(1) Requesting approval of an "after-the-fact" variance and voluntarily consenting to pay triple the established fee; or~~

~~(2) Being cited for violation of this chapter and having the citation adjudicated in municipal court while requesting approval of an after-the-fact variance at the established fee.~~

(b) ~~Acceptance of the increased fee by the city does not constitute any commitment or warranty to approve the variance requested, nor relieve any person/entity from fully complying with the requirements of this chapter. A stop-work order shall be in effect until a decision on approval/denial is taken.~~ Fees shall not be refunded if the request for variance is disapproved.

Sec. 32.04.004 Hearing

Upon receipt of a variance application under this article, the planning and zoning secretary shall set a date for hearing before ~~the building design committee,~~ the zoning and planning commission~~,~~ and the city council after the application is reviewed by the director of building and development services. Upon request of applicant, the commission may allow one postponement of the variance request(s) to the following regular meeting of the commission, at which meeting the commission must either make a recommendation or forward the variance request(s) to the board of adjustment/city council without a recommendation. The notice provisions outlined in section 38.05.036 apply.

Sec. 32.04.005 Action on application

Within 20 days of the closing of a hearing on a variance application, the zoning and planning commission shall act on the application. The commission may recommend approval of the application as submitted, or may recommend approval of the application subject to such modifications or conditions as it deems necessary to accomplish the purpose of this chapter, or the commission may recommend denial of the application. A variance may be revocable or may be granted for a limited time period. If the commission fails to act within this 20-day timeframe, the application is deemed recommended for approval without conditions.

Sec. 32.04.006 Criteria for approval

~~Where the building design committee determines that the sign dimensions need to be varied to allow an effective sign, the committee may initiate, with consent of applicant, the action and/or variance procedure.~~ The zoning and planning commission may be authorized to recommend changes ~~up to 15 percent of the sign area to accommodate longer words and names~~ while retaining appropriate scale and proportions of lettering to open space for readability and aesthetic consideration and with consideration of the hardship criteria described in section 32.04.001 of this chapter. ~~. Permitted wording may be expanded to allow addition of hours of operation, when needed, and identification or nature of business.~~

Sec. 32.04.007 City council action

The recommendation of the zoning and planning commission ~~and the building design committee~~ shall be promptly transmitted to the applicant and to the city council. At its next regularly scheduled meeting following receipt of the recommendation of the zoning and planning commission or as promptly as practicable at a subsequent regular meeting of which the applicant is given written notice, the city council shall hold a hearing to review the recommendation of the commission, and shall either approve the application as submitted, approve the application subject to such modifications or conditions as it deems necessary to accomplish the purpose of this chapter, or deny the application. If the city council deems insufficient information is adduced at the hearing to provide the basis for a sound decision, it shall continue the hearing to one or more subsequent meetings. The city council shall render a decision on the appeal within sixty (60) days after the final hearing, unless additional time is required for good cause, and serve a copy of its decision on the applicant by mail to the applicant's last known address. ~~If the after-the-fact variance application(s) are denied or~~

~~withdrawn prior to approval, the applicant has fourteen (14) days to bring the property into compliance or make an agreement, in writing, with the city administrator regarding a timeframe for bringing the property into compliance. If the deviation(s) are not corrected within the fourteen (14) days or timeframe agreed to, in writing, by the city administrator, immediate enforcement action described by section 2.02.041 of this Code may be taken to bring the property into compliance.~~

Order Confirmation

Ad Order Number	Customer	Payor Customer	PO Number
0000574234	WEST LAKE HILLS, CITY OF	WEST LAKE HILLS, CITY OF	
Sales Rep.	**Customer Account**	**Payor Account**	**Ordered By**
jrocha	30404	30404	Anjali Naini
Order Taker	**Customer Address**	**Payor Address**	**Customer Fax**
jrocha	911 WESTLAKE DR AUSTIN TX 787464509 USA	911 WESTLAKE DR AUSTIN TX 787464509 USA	**Customer EMail**
Order Source	**Customer Phone**	**Payor Phone**	**Special Pricing**
	5123273628	5123273628	

Invoice Text

Ad Order Notes

Net Amount	Tax Amount	Total Amount	Payment Amount	Amount Due
$267.57	$0.00	$267.57	$0.00	$267.57

Ad Number	Ad Type	Production Method	Production Notes
0000574234-01	Legal	AdBooker	

External Ad Number	Ad Attributes	Ad Released	Pick Up
		No	

Ad Size	Color
1 X 27 li	

Run Date	Product	Placement	Sched Cst	Disc/Prem	Color	Pickup	Tax	Subtotal
06/01/2020	S-Austin American-Statesman	Legals	$267.57	$0.00	$0.00	$0.00	$0.00	$267.57
06/01/2020 - 06/01/2020	S-Web	Legals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Ad Content

PUBLIC NOTICE
AMENDMENT TO SIGNS ORDINANCE
Title II, Chapter 32 of the City of West Lake Hills Code of Ordinances

Public hearings will be held at the City of West Lake Hills Zoning and Planning Commission meeting at 6:30 p.m. on June 17, 2020 and at the City Council meeting at 7:00 p.m. on June 24, 2020 in the Council Chambers at West Lake Hills City Hall, 911 Westlake Drive, West Lake Hills, Texas, to consider proposed amendments to Title II, Chapter 32, Article 32.04 of the City of West Lake Hills Code of Ordinances. The proposed amendments will include changes related to amending processes for sign application approvals, definitions and terms, and other related amendments. To request a copy of the amendments or to provide comments, please email planner@westlakehills.org or mail to 911 Westlake Drive, West Lake Hills, TX 78746. For more information call City Hall at (512) 327-3628.

6/1/20

0000574234-01