



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, July 8, 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 8th day of July 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: (346) 248-7799, Meeting ID 821 1644 8373, 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 to citysec@westlakehills.org by 1:00 P.M. on July 8, 2020

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 July 8, 2020

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 24, 2020 Regular Meeting Minutes
 - b. Approval of the June 30, 2020 Special Called Meeting Minutes
 - c. **3736 Bee Cave Road:** Approval of a Sign Application for a Projecting/Wall Sign Located at Tiny Pies (City Code Sec. 32.03.008) Applicant: Amanda Wadsworth
4. Administration Discuss and Consider Action on Adoption of an Ordinance Calling for the Cancellation of the 2020 Special Bond Election
 - a. Citizens Communications: All persons wishing to speak on this matter shall be heard
5. Ordinance Discuss and Consider Action Regarding the Adoption of an Ordinance Amending the Fee Schedule, City Code of Ordinances, Appendix A, Article A9.00, Building and Development Fees
 - a. Public Hearing: All persons wishing to speak for or against shall be heard.
6. Administration Discuss and Consider Action Regarding the Approval of a Revised Service Agreement with Arch Technical Services, LLC, dba ATS Engineers, Inspectors & Surveyors
 - a. Citizens Communications: All persons wishing to speak on this matter shall be heard
7. Public Safety Discussion Regarding the Cancellation of the 2020 National Night Out
 - a. Citizens Communications: All persons wishing to speak on this matter shall be heard
8. Finance Discuss and Consider Action Regarding the Preparation of the Preliminary FY 2020-21 Budget
 - a. Citizens Communications: All persons wishing to speak on this matter shall be heard
9. 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

10. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the July 8, 2020 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Thursday, July 3, 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 24, 2020 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 7:01 p.m. Members in attendance were Mayor Linda Anthony, Mayor Pro Tem 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 June 10, 2020 Regular Meeting Minutes

Motion for Approval of the Consent Agenda as presented made by Mayor Pro Tem O'Connor with a second by Councilmember Plunkett
Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays

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

Motion for Approval of an Interlocal Agreement with Travis County made by Councilmember South with a second by Mayor Pro Tem O'Connor
Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays

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

Citizens Steven Johnson, Brad Dreyfus and Brian May spoke on this issue

Motion to create a subcommittee with Councilmember Walker as chair to investigate this matter further made by Councilmember Plunkett with a second by Mayor Pro Tem O'Connor

Motion carried unanimously by a vote of 5 ayes to 0 nays

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.

Applicant Clint Garwood spoke on this issue

Motion for Approval of all variances as presented made by Mayor Pro Tem O'Connor with a second by Councilmember South

Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays

7. Land Use 4609 Bee Cave Road: Discuss 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.

Citizen Philip Southwick spoke on this issue

Motion for Approval for the sign variance application with a height limit of 48' made by Mayor Pro Tem O'Connor with a second by Councilmember South

Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays

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.

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

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

No action was taken on this item

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

Council went into Executive Session at 8:13 p.m. and reconvened in Open Session at 9:25 p.m.

11. 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.

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Tuesday, June 30, 2020 at 3:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 3:04 p.m. Members in attendance were Mayor Linda Anthony, Mayor Pro Tem Jim O'Connor, Councilmembers Rhonda McCollough, Brian Plunkett, and Beth South.

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. Land Use 110 Westlake Drive: Discuss and Consider Action to Consider the Agreement for Sale of Real Property between the City of West Lake Hills and Legacy DCS, LLC, for 110 Westlake Drive that was executed May 3, 2019
- a. Executive Session in accordance with the authority contained in section 551.071 of the Texas Government Code to consult with the City Attorney regarding this matter

Council went into Executive Session at 3:10 p.m. and reconvened in Open Session at 3:27 p.m.

- b. Citizens Communications: All persons wishing to speak on this matter shall be heard

Paul Shepherd, representing Legacy DCS, LLC, spoke before Executive Session began

- c. Deliberation and Action

Motion to Authorize Mayor Anthony to Execute a Termination Letter with Legacy DCS, LLC., Regarding 110 Westlake made by Councilmember South with a second by Councilmember Plunkett

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

4. Adjournment

Mayor Anthony Adjourned the City Council Meeting at 3:30 p.m.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Stephanie Mills, City Secretary

These minutes were approved on _____, 2020.



SIGN APPLICATION STAFF REPORT

JULY 8, 2020

Agenda Item: Land Use: **3736 Bee Cave Road:** Discuss and consider action on approval of a sign application for a projecting/wall sign located at Tiny Pies (City Code Sec. 32.03.008). Applicant Amanda Wadsworth.

Requested Action: The applicant is seeking approval of a sign application for Tiny Pies (located within Blenders & Bowls and has its own entrance).

Applicant Information: Amanda Wadsworth, Applicant/Co-Founder

Location: The property is located at The Forum Shopping Center, north of Bee Cave Road and east of Reveille road.

Zoning & Site Characteristics:

The property is zoned B – 2 – Business 2 District. The entire property is approximately 2.3230 acres.

Hearing Dates:

July 8, 2020 City Council

Background/Analysis:

Tiny Pies has recently opened and is located within Blenders and Bowls at The Forum Shopping Center. Tiny pies has its own independent exterior entrance/exit. The sign will be constructed out of wood and will not include any lighting. The sign complies with the code as reviewed under the projecting, wall and hanging commercial signs categories.

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

- 1) Purpose. *To identify a business or organization which has its own separate exterior public entrance within a multitenant building.* | **Complies**
- 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 proposed sign is 48” (4’) wide by 22” (1’ 10”), and approximately 7.3 sf. Complies.**

- 3) Height. *Minimum clearance of eight feet to bottom of sign above pedestrian walkways.* | **Complies**
- 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.* | **Only one sign proposed; complies.**
- 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.* | **Location complies**
- 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.* | **Complies**
- 7) Lighting. *Indirect.* | **No lighting proposed**

Staff Recommendation

Staff recommends approval of the sign application.

Code of Ordinances:

Chapter 32 – Signs

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

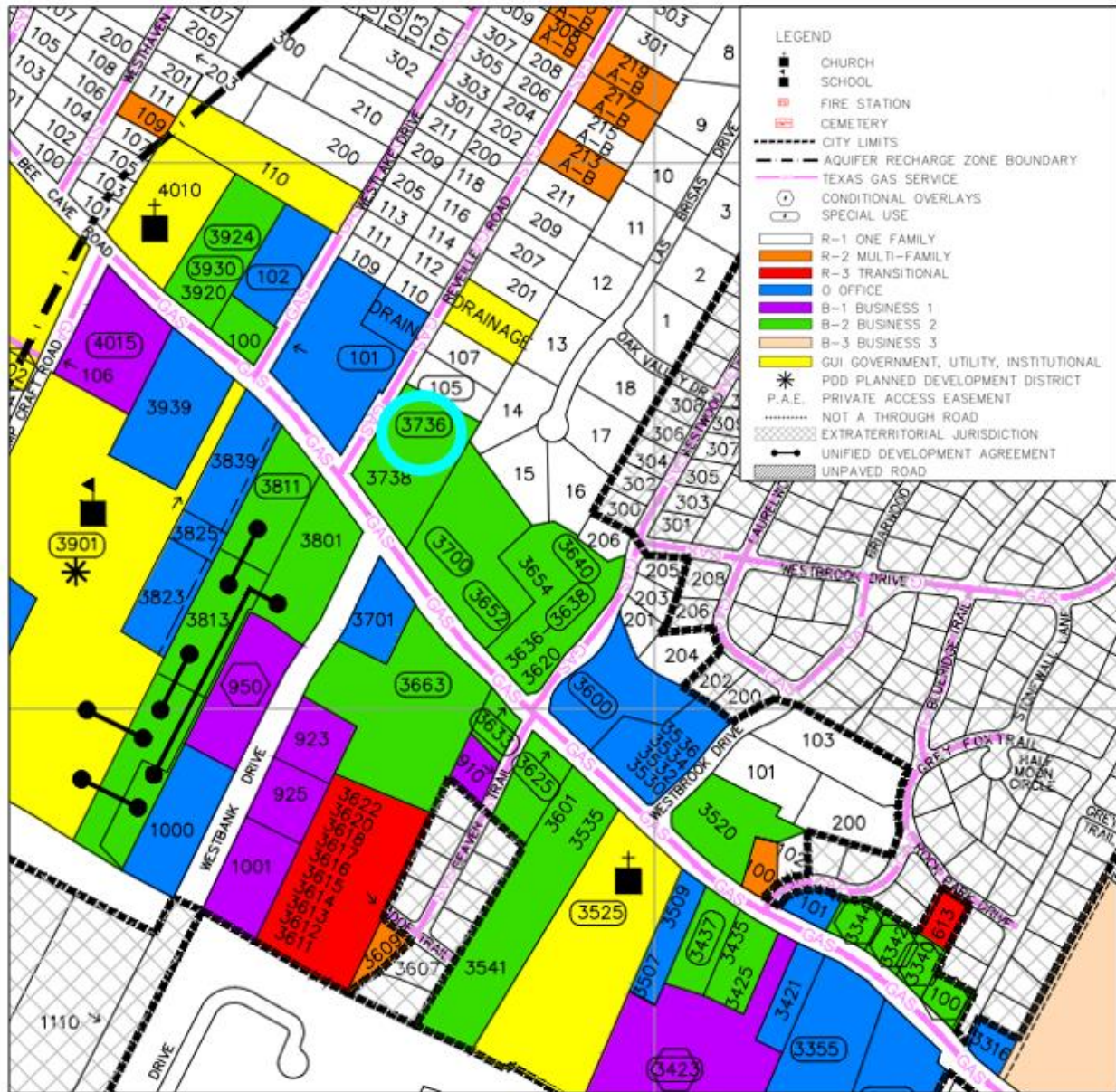
- (3) Commercial logos shall be consistent with those generally utilized by applicant on business cards, stationery, and other similar uses.

Sec. 32.03.008 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:



Aerial:





SIGN PERMIT APPLICATION

Date of Receipt: 5/28/20 Permit Fees: 75.00
Collected By: _____ Date Permit Issued: _____

APPLICANT INFORMATION

15865

Property Address: 3736 Becklums Rd #B West Lake Hills TX 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: Danly Properties Phone: 512-201-7717 Email: _____

Address: _____ City: Austin State: TX Zip: 78759

Agent (with written approval from Owner):

Name: Tiny Pres Phone: 512-468-4772 Email: amanda@tinypres.com

Address: P.O. Box 5205 City: Austin State: TX Zip: 78763

Signature: [Signature] Date: 5-28-20

Sign Contractor: Gary Martin Phone: 512-479-6160 Email: garymartin@yahoo.com

Address: _____ City: Austin State: TX Zip: _____

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: 4' x 2' Total Square Feet: 80 # of Signs Proposed: 1

Type of Material: wood Sign Colors: black/white (mint green shadow)

Method of Attachment: S hooks on chain - under overhang

Type of Sign Lighting (if applicable): N/A

Width of Storefront: 40' ? Linear Frontage of Business: 40' ?

Sign Message: TINY Pres
Small Pres Big Taste

Temporary Signs Only:



SIGN PERMIT APPLICATION

Duration – Start Date: ASAP End Date: 0600

*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

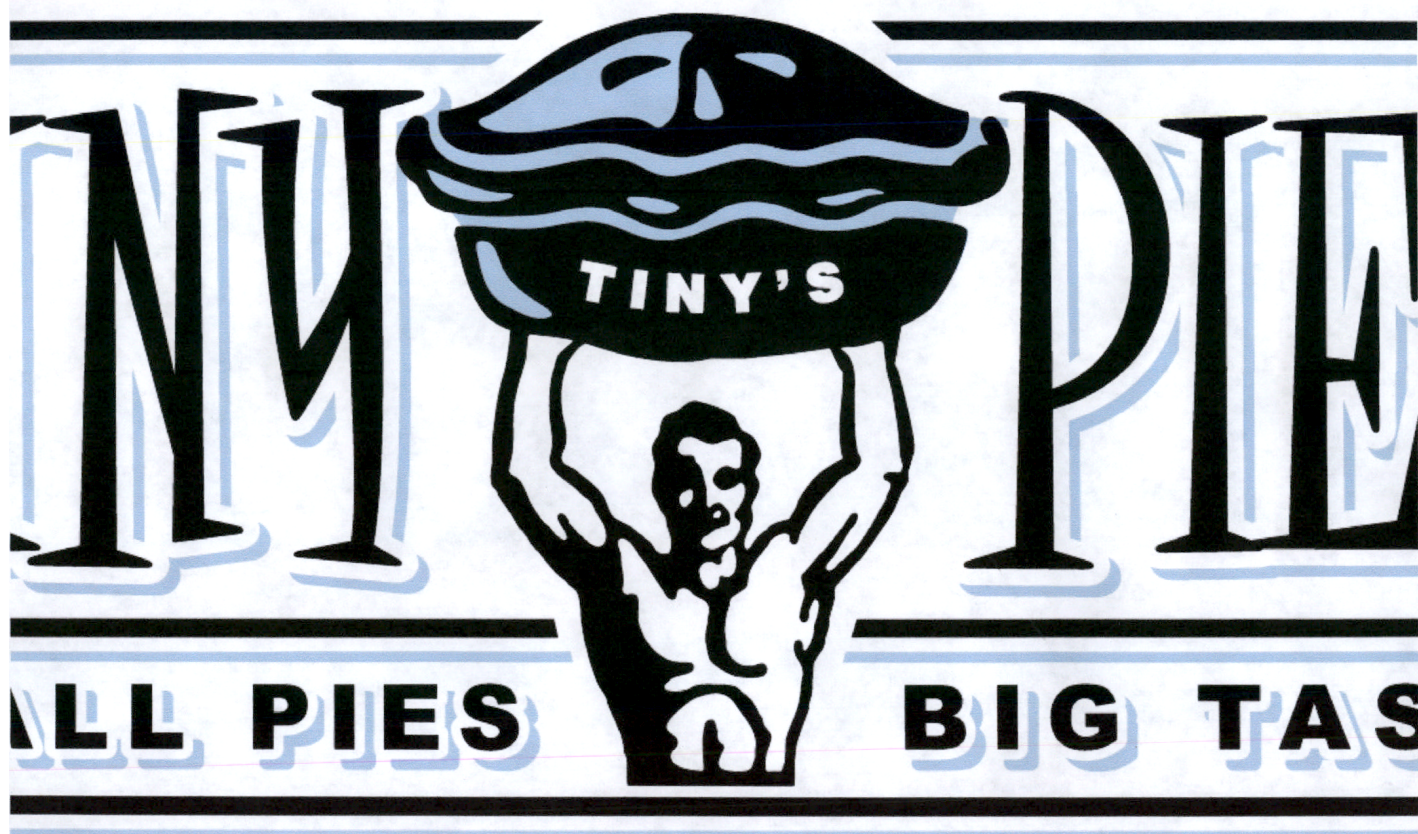
Approved by City Administrator: _____ Date: _____

City Council Approval (Non-Administrative Approval)

BDC Date and Comments: _____

ZAPCO Date & Recommendation: _____

City Council Date & Action: _____





Job Name:
Tiny Pies

Location: 3736 Bee Cave Rd #8,
West Lake Hills, TX 78746
Owner: Amanda Wadsworth
Email: Amanda@tinypies.com
Date: 6/20/20
Designer: Gary Martin Signs
File Name: Tiny Pies Westlake
Sign

EXISTING

PROPOSED

A1

FRONT ELEVATION



Job Name:
Tiny Pies

Location: 3736 Bee Cave Rd #8,
West Lake Hills, TX 78746
Owner: Amanda Wadsworth
Email: Amanda@tinypies.com
Date: 6/20/20
Designer: Gary Martin Signs
File Name: Tiny Pies Westlake
Sign

SIGN DETAILS

A

QTY: ONE (1)

P1

P2

P3

SCOPE OF WORK:

FABRICATE AND INSTAL SIGN

1. TINY PIES LOGO
FACE TYPE: WOOD PAINTED (P1) (P2) (P3)

**ORDINANCE CANCELLING BOND ELECTION AND
PROVIDING FOR OTHER MATTERS INCIDENTAL AND
RELATED THERETO**

WHEREAS, the City of West Lake Hills, Texas (the “City”) is a political subdivision of the State of Texas (the “State”) and on February 12, 2020, the City Council of the City (the “City Council”) approved that certain Ordinance Calling a Bond Election (the “*Original Ordinance*”) ordering a bond election to be held within the boundaries of the City on May 2, 2020 (the “*Election*”); and

WHEREAS, the public health risks posed by Coronavirus Disease 2019 (“*COVID-19*”) have resulted in widespread economic and social disruption, the closure of businesses and governmental decrees restricting congregation and public gatherings statewide, and such disruption, closures and restrictions are reasonably anticipated to impact the City and its residents; and

WHEREAS, pursuant to Section 418.018, Texas Government Code, the Governor issued a proclamation on March 13, 2020 certifying that COVID-19 poses an imminent threat of disaster in the state and declaring a state of disaster for all counties in the State; and

WHEREAS, pursuant to Section 418.016, Texas Government Code, the Governor issued a proclamation on March 18, 2020 suspending certain provisions of the Texas Election Code to allow all local political subdivisions that were utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date (collectively with the proclamation issued on March 13, 2020, the “*Proclamation*”); and

WHEREAS, in response to the Proclamation, the Texas Secretary of State provided guidance to election officials advising and ultimately directing election officials to postpone all May 2, 2020 elections; and

WHEREAS, pursuant to the Proclamation and the Secretary of State’s advisories, on April 9, 2020, the City Council approved that certain Order Declaring Postponement of May 2, 2020 Elections (the “*Postponement Order*”), which postponed the Election until the November 3, 2020 uniform election date; and

WHEREAS, the City Council has determined that the adversity, economic disruption and turmoil caused by COVID-19 and the related measures implemented by national, state and local governmental authorities, business organizations and other stakeholders in response to COVID-19 may endure for many months and throughout the remainder of this year, resulting in operational and financial uncertainty in the nation, the State, and the City that may impact the manner in which the City provides services and the means, resources and facilities required by the City to discharge its governmental and public purposes, and

WHEREAS, City staff and the City Council require additional time to assess and accurately determine (i) the impact of COVID-19 on the City’s future needs for bond-financed improvements, including the projects identified for financing through the issuance of bonds

contemplated by the Election, (ii) which projects should be financed through the issuance of bonds in accordance with the City's best interest and (iii) the impact of the aforementioned adversity, economic disruption and turmoil caused by COVID-19 on the cost of projects to be financed through the issuance of bonds; and, therefore, the City is unable to proceed with such projects at this time; and

WHEREAS, in light of the foregoing and pursuant to Section 2.081, Texas Election Code, the City Council hereby finds and determines that the measures to be presented to voters in the Election (consisting of Proposition A and Proposition B) have been rendered moot, for the time being, by virtue of the material adverse conditions caused by COVID-19 and uncertainty over when conditions will improve, resulting in the inability of City staff and the City Council to reasonably determine the City's needs for bond-financed improvements at this time;

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS THAT:

Section 1. The declarations, determinations and findings set forth in the recitals of this Ordinance are hereby restated and incorporated into and made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. The measures to be submitted to voters at the Election (consisting of Proposition A and Proposition B) have been rendered moot at this time and, because such measures were the only measures to be presented to voters in the Election, the Election is hereby cancelled, and all proceedings and actions to date with respect to such Election shall be of no force or effect.

Section 3. The City Council further authorizes and directs the Mayor, the City Administrator and the City Secretary to take any and all necessary action contemplated by this Ordinance to facilitate the cancellation of the Election, including posting notice of the cancellation of the Election on the City's website, notifying the appropriate county election officer and providing any other notices required by law or deemed appropriate by the Mayor, the City Administrator or the City Secretary in connection with cancellation of the Election.

Section 4. All ordinances and resolutions, or parts thereof, which 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 resolved herein.

Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was held in compliance with the advisory issued by the Governor and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code as amended.

Section 7. This Ordinance shall be in force and effect from and after the date of its adoption.

[Signature Page Follows]

PASSED AND APPROVED this 8th day of July, 2020.

Mayor
City of West Lake Hills, Texas

Attest:

City Secretary
City of West Lake Hills, Texas

(SEAL)



FEE SCHEDULE CODE AMENDMENTS STAFF REPORT

JULY 8, 2020

Agenda Item: Ordinance: Discuss and consider action regarding the adoption of an Ordinance amending the Fee Schedule, City Code of Ordinances, Appendix A, Article A9.00, Building and Development Fees.

Hearing Dates:

July 8, 2020 City Council

Background/Analysis:

Staff proposes to amend the Building and Development Fees to more accurately reflect the cost of obtaining building permits in the City. The current fees support the Building and Development Services Department including staff time for reviewing permits, but does not cover costs passed on to the City by third-party reviewers, such as the City Engineer (drainage reviews), City's outdoor light consultant, and ATS (technical code reviewer and inspections). The City sends invoices to project applicants to collect the amounts charged by third-party reviewers. Increasing the fees to reflect these charges will improve efficiency and transparency.

Other amended fees proposed include fees for new and amended uniform sign agreements; fees for fence and mailbox applications which are currently no-fee applications; and an increase to variance application fees.

The proposed fees are detailed in the draft ordinance included in the packet.

Staff Recommendation

Staff recommends approval of the proposed Code amendments.

CITY OF WEST LAKE HILLS

ORDINANCE No. _____

AMENDMENT TO THE WEST LAKE HILLS CODE

FEE SCHEDULE

AN ORDINANCE AMENDING APPENDIX A, FEES, SECTION A9.00, BUILDING AND DEVELOPMENT FEES, OF THE WEST LAKE HILLS CODE OF ORDINANCES; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; CODIFICATION; PROPER NOTICE & HEARING.

WHEREAS, the City Council of the City of West Lake Hills (“City Council”) seeks to promote administrative efficiency and consistency among filing, processing and review of fees; and

WHEREAS, the City recognizes that review and issuance of no-fee permits utilizes staff time and resources similar to permits requiring fees; and

WHEREAS, the City has entered into an Agreement with Arch Technical Services, LLC (“ATS”) for technical plan review and inspection services which reflects increased fees; and

WHEREAS, the City recognizes that additional fees not included in the base permit fees are incurred for city engineer and outdoor lighting consultant reviews; and

WHEREAS, the City finds it necessary for building and development permit fees to accurately reflect the staff time and resources necessary to review and issue permits; 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, the City Council finds that it is necessary and proper for the good government, peace or order of the City of West Lake Hills to adopt this Fee Schedule.

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

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

Appendix A Fee Schedule, Article A9.00, of the City of West Lake Hills Code of Ordinances is hereby established so 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. If a conflict arises between fees specified in other chapters of the Code of Ordinances, the Fee Schedule herein enacted shall govern.

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 upon 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of July 2020, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of West Lake Hills, Texas.

CITY OF WEST LAKE HILLS:

DRAFT

by: _____
Mayor Linda Anthony

ATTEST:

Stephanie Mills, City Secretary

CITY OF WEST LAKE HILLS CODE OF ORDINANCES

APPENDIX A – FEE SCHEDULE

ARTICLE A9.00 BUILDING AND DEVELOPMENT FEES

Sec. A9.002 Signs

- (a) Permit application (temporary, permanent or banner style): \$25.00.
- (b) Each commercial type: \$50.00.
- (c) Subdivision or monument: \$100.00.
- (d) Site development: \$100.00.
- (e) Each variance:
 - (1) Commercial: \$500.00.***
 - (2) Residential: \$250.00.***
- (f) Sign impoundment: \$25.00.
- (g) Uniform sign agreements:
 - (1) New: \$500.
 - (2) Amendment: \$250.

*** An additional fee of \$150.00 will be added for notification costs.

Sec. A9.003 Building

- (a) New commercial permit: \$6,300.00 plus:
 - (1) \$0.10 per square foot for all construction under 10,000 square feet; or
 - (2) \$0.25 per square foot for all construction of 10,000 square feet or greater.
 - (3) \$2,000.00 drainage review fee.
 - (4) \$200.00 outdoor lighting review fee, if applicable.
- (b) New residential permit (initial application)*: \$3,050.00 plus:
 - (1) \$0.10 per square foot for all construction under 7,000 square feet; or
 - (2) \$0.25 per square foot for all construction of 7,000 square feet or greater.

- (3) Drainage review fees as follows: Type I Application - \$500.00; Type II Application - \$1,000.00; Type III Application - \$1,500.00.
 - (4) \$100.00 outdoor lighting review fee, if applicable.
 - (5) \$750.00 inspections/technical code review fee.
- (c) New residential permit (first extension): \$4,575.00 plus:
 - (1) \$0.10 per square foot for all construction under 7,000 square feet; or
 - (2) \$0.25 per square foot for all construction of 7,000 square feet or greater.
- (d) New residential permit (second extension): \$7,625.00 plus:
 - (1) \$0.10 per square foot for all construction under 7,000 square feet; or
 - (2) \$0.25 per square foot for all construction of 7,000 square feet or greater.
- (e) New residential permit (third extension): \$9,150.00 plus:
 - (1) \$0.10 per square foot for all construction under 7,000 square feet; or
 - (2) \$0.25 per square foot for all construction of 7,000 square feet or greater.
- (f) Commercial remodel: \$2,180.00–\$4,740.00 (\$2,180.00 base permit fee plus \$640.00 per each \$100,000.00 of construction costs) plus \$0.10 per square foot, plus technical review and inspection fees listed below:
 - (1) \$400.00 inspections/technical review fee,
 - (2) \$1,000.00 drainage review fee, if applicable.
 - (3) \$100.00 outdoor lighting review fee, if applicable.
- (g) Commercial addition: \$2,900.00–\$5,460.00 (\$2,900.00 base permit fee plus \$640.00 per each \$100,000.00 of construction costs) plus \$0.10 per square foot, plus technical review and inspection fees listed below:
 - (1) \$1,000.00 drainage review fee.
 - (2) \$100.00 outdoor lighting review fee, if applicable.
 - (3) \$500.00 inspections/technical review fee.
- (h) Residential remodel: \$500.00 plus \$0.10 per square foot, plus technical review and inspection fees listed below:
 - (1) Drainage review fees as follows: Type I Application - \$500.00; Type II Application - \$1,000.00; Type III Application - \$1,500.00 (if applicable)
 - \$100.00 outdoor lighting review fee, if applicable.
 - \$400.00 inspections/technical code review fee.

(i) Residential addition: \$500.00 plus \$0.10 per square foot, plus technical review and inspection fees listed below:

(1) Drainage review fees as follows: Type I Application - \$500.00; Type II Application - \$1,000.00; Type III Application - \$1,500.00 (if applicable)

(2) \$100.00 outdoor lighting review fee, if applicable.

(3) \$400.00 inspections/technical code review fee.

(j) Swimming pool: \$1,440.00 + \$0.10/square foot, plus technical review and inspection fees listed below.

(1) Drainage review fees as follows: Type I Application - \$500.00; Type II Application - \$1,000.00; Type III Application - \$1,500.00 (if applicable)

(2) \$100.00 outdoor lighting review fee, if applicable.

(3) \$275.00 inspections/technical code review fee.

(k) Utility development (each mile): \$500.00.

(l) Structure movement (through): \$150.00.

(m) Structure movement (into): \$350.00.

(n) Consultant, per request: \$200.00 or cost.

(o) Consultant, per hour: \$200.00 or cost.

(p) Each variance or appeal:

(1) Commercial \$750.00.***

(2) Residential: \$500.00.***

(q) Building demolition:

(1) Residential: \$100.00.

(2) Commercial: \$500.00.

(r) Oak wilt, each permit: \$150.00 for residential, \$300.00 for commercial.

(s) Plumbing inspections: \$500.00. (See applicable inspections fees listed under individual permit types)

(t) Landscaping:

(1) Tree application: No fee.

(2) Tree removal and replacement for nondiseased trees between ten (10) inches and less than fourteen (14) inches ([section 22.03.301](#) et seq.): \$150.00 per caliper inch.

(3) Tree removal and replacement for nondiseased trees fourteen (14) inches and greater ([section 22.03.301](#) et seq.): \$200.00 per caliper inch.

(4) Unauthorized tree removal for nondiseased trees ([section 22.03.301](#) et seq.): \$500.00 per caliper inch.

(u) Unified development agreement application:

(1) Commercial: \$500.00.

(2) Residential: \$250.00.

(v) Fence permit application: \$250 for residential, \$500 for commercial

(w) Mailbox permit application: \$100.

In addition to the standard fee, professional services fees may be required depending on the nature of the request (see [section A9.007](#)).

*** An additional fee of \$150.00 will be added for notification costs.

* An initial deposit of double the initial permit fee shall be submitted upon application for a residential building permit.

Note: For all after-the-fact variance applications, building permit applications and special use applications, all application fees will be doubled.

Order Confirmation

<u>Ad Order Number</u> 0000577757	<u>Customer</u> WEST LAKE HILLS, CITY OF	<u>Payor Customer</u> WEST LAKE HILLS, CITY OF	<u>PO Number</u>
<u>Sales Rep.</u> jrocha	<u>Customer Account</u> 30404	<u>Payor Account</u> 30404	<u>Ordered By</u> Anjali Naini
<u>Order Taker</u> jrocha	<u>Customer Address</u> 911 WESTLAKE DR AUSTIN TX 787464509 USA	<u>Payor Address</u> 911 WESTLAKE DR AUSTIN TX 787464509 USA	<u>Customer Fax</u>
<u>Order Source</u>	<u>Customer Phone</u> 5123273628	<u>Payor Phone</u> 5123273628	<u>Customer EMail</u>
			<u>Special Pricing</u>

Invoice Text

Ad Order Notes

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$102.48	\$0.00	\$102.48	\$0.00	\$102.48

<u>Ad Number</u> 0000577757-01	<u>Ad Type</u> Legal	<u>Production Method</u> AdBooker	<u>Production Notes</u>
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<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u> No	<u>Pick Up</u>
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<u>Ad Size</u> 1 X 21 li	<u>Color</u>
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<u>Run Date</u>	<u>Product</u>	<u>Placement</u>	<u>Sched Cst</u>	<u>Disc/Prem</u>	<u>Color</u>	<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>
06/18/2020	S-Westlake Picyuane	Legals	\$51.24	\$0.00	\$0.00	\$0.00	\$0.00	\$51.24
06/18/2020	S-Lake Travis View	Legals	\$51.24	\$0.00	\$0.00	\$0.00	\$0.00	\$51.24
06/18/2020 - 06/18/2020	S-Web	Legals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Ad Content

PUBLIC NOTICE
AMENDMENT TO APPENDIX A – FEE
SCHEDULE OF
THE CITY OF WEST LAKE HILLS CODE
OF ORDINANCES

Public hearings will be held at the City Council meeting at 7:00 p.m. on July 8, 2020 at West Lake Hills City Hall, 911 Westlake Drive, West Lake Hills, Texas, to consider proposed amendments to Appendix A, Article A9.00 – Building & Development Fees of the City of West Lake Hills Code of Ordinances. Questions or comments regarding the proposed amendments may be emailed to planner@westlakehills.org or mailed to 911 Westlake Drive, West Lake Hills, TX 78746. For more information please call City Hall at (512) 327-3628.

6/18/20
0000577757-01



REVISED SERVICE AGREEMENT – ATS STAFF REPORT

JULY 8, 2020

Agenda Item: Administration: Discuss and consider action regarding the approval of a revised service agreement with Arch Technical Services, LLC, dba ATS Engineers, Inspectors & Surveyors.

Hearing Dates:

July 8, 2020 City Council

Background/Analysis:

Arch Technical Services, LLC (“ATS”) serves as the City’s third-party technical code reviewers and building inspectors. The City is being asked to replace the existing agreement and addendum with a new agreement. The new agreement references updated technical codes the City has adopted. Additionally, ATS was previously invoicing contractors/applicants directly for pass-through costs, but will now be directly invoicing the City. The proposed City Fee Schedule amendments includes an increase in inspection fees (per the 2018 agreement addendum) to reflect this.

The City Council packet includes the proposed new service agreement and the existing agreement and addendum for reference.

Staff Recommendation

Staff recommends approval of the service agreement.

PLAN REVIEW, INSPECTION SERVICE and JURISDICTION SERVICE AGREEMENT

This Agreement, made and entered into this day of _____, 2020, by and between the City of West Lake Hills, Texas, hereinafter referred to as the “Jurisdiction” and Arch Technical Services, LLC. (dba ATS Engineers, Inspectors & Surveyors), a Texas corporation, having its principal place of business in Travis County, Texas, hereinafter referred to as “Inspector,” supersedes all other Agreements and Addendums between the parties, and is understood and agreed to be as set forth herein:

1. Term. This Agreement remain in effect from the effective date of the Agreement unless terminated by written notice by either party, at least thirty (30) days prior to termination. Fees may be adjusted annually.
2. Description of Services. The Jurisdiction, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the Jurisdiction, as well as ensuring conformance with state laws, requires the services of a building inspector, as well as plan review services.
 - a. While performing its duties on behalf of the Jurisdiction, as described in this agreement, Inspector shall operate under the designation of “Building Official” and shall be subject to limitations and description of duties and powers as described within the codes adopted by the Jurisdiction or state law.
 - b. Inspector agrees to assist the Jurisdiction in enforcement of its ordinances as follows:
 - i. Inspector agrees to make all inspections requested by the Jurisdiction under appropriate ordinances of the Jurisdiction or state law. See Attachment “A” “Inspection Scheduling Procedures.”
 - ii. The Inspector, as the Jurisdiction’s agent, will help assure (upon request) compliance with the adopted International Energy Conservation Code (IECC).
 - iii. Upon request, Inspector will make written reports noting state law or ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the Jurisdiction office via mail, in person, facsimile, or other electronic means within two (2) business days.
 - iv. Inspector may from time to time be called upon to perform the following services:
 - Attend meeting of the Jurisdiction’s Council, when requested by a Council Member or other Jurisdictional Official; and/or
 - Attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.

- v. Inspector shall conduct him/herself as an agent of the Jurisdiction in good faith displaying professionalism and a courteous manner in dealings with the citizens of the Jurisdiction. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council (ICC). Inspector will report to the Jurisdiction, verbally or in writing, any conflicts between Inspector and any citizen while performing said duties.
 - vi. The Jurisdiction may conduct customer satisfaction surveys from time to time without notice to Inspector. The Jurisdiction will incur cost of materials to perform such surveys.
 - vii. Inspector shall maintain complete and accurate records of work performed for the Jurisdiction. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
 - viii. Inspector understands that payments made to Inspector are only for services performed. The Jurisdiction, at its sole discretion, may engage other third-party inspectors to perform some or all services described herein.
- c) Payment for Services. The Jurisdiction will employ the Inspector for the following fee structure:

Inspections:

Residential:	See Attachment B
Commercial:	See Attachment B

Plan Reviews:

Residential: new construction or additions	See Attachment B
Commercial: new construction or additions	See Attachment B
Multi-family: new construction or additions	See Attachment B

Consulting Fees: \$95/hr. to include meetings, special projects and requests.

Texas Accessibility Standards inspections: fees based on current state fees.

Reimbursable Expenses: Fees related to transmittal of plan reviews and other requested documents:

- 1.) Courier, Postage, Overnight Delivery, Etc.: Pass-thru costs
- 2.) Printing: As required for electronic transfer of plans or plan reproduction:
\$25.00 up to first 10 pages. \$3.00 per page thereafter.

Request for the inspection may be made by telephone, or email. Upon notification, Inspector will typically honor the request within one (1) business day.

Request for plan review services may be made by telephone or email. Upon notification, arrangements will be made to have plans mailed or e-mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects.

Inspector shall invoice the Jurisdiction bi-weekly for each Residential and Commercial inspection and re-inspection performed. Invoice shall include a description of the address and type of inspection performed. Re-inspection fees described in Attachment “A” shall be those fees identified above.

3. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice. Upon such notice, Inspector shall, unless otherwise mutually agreed upon in writing, cease all work on the effective date of termination. The Inspector shall submit a statement to the Jurisdiction detailing the work performed to the date of termination. The Jurisdiction agrees to compensate the Inspector for that portion of the work performed, accepted and invoiced under this Agreement.
4. Relationship of Parties. It is understood by the parties that Inspector is an independent contractor with respect to the Jurisdiction and not an employee of the Jurisdiction. The jurisdiction will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.
5. Employees. Inspector’s employees, if any, who perform services for the jurisdiction under this Agreement shall also be bound by the provisions of this Agreement. At the request of the jurisdiction, Inspector shall provide adequate evidence that such persons are Inspector’s employees. Jurisdiction agrees not to separately contract with employees of Inspector or otherwise separately employ members of the Inspector’s staff without written approval of the Inspector during the period of the Agreement and for a period of two years after the termination of this Agreement.
6. Insurance. Inspector shall purchase and/or maintain such general liability, auto liability, professional errors and omission, and other insurance, at its expense, as is appropriate or required by state law for the work being performed and as will provide protection for the Inspector and Jurisdiction from claims which may arise out of or result from Inspector’s performance and furnishing of services, whether such services are provided

by Inspector, any subcontractor or supplier or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Contractor must furnish a current Certificate of Insurance prior to performance under this Agreement and at least ten (10) days prior to the end of any existing coverage period.

7. Indemnification. Inspector agrees to indemnify and hold the Jurisdiction harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against the Jurisdiction that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents. Inspector waives the rights to recovery from the Jurisdiction for any injuries that Inspector and/or Inspector's employees, subcontractors or agents may sustain while performing services under this Agreement.
8. Assignment. Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Jurisdiction.
9. Notice. All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Jurisdiction:

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

If for Inspector:

ATS Engineers, Inspectors & Surveyors
4910 West Hwy 290
Austin, Texas 78735
Tel: (512) 328-6995
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

10. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
11. Amendment. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited; the remainder of the agreement shall be considered valid and enforceable.

13. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
14. Applicable Law. The laws of the State of Texas shall govern this Agreement.
15. Venue: Travis County shall be the venue for any disputes that arise between the Jurisdiction and Inspector under the terms of this Agreement.

Parties to the Service Agreements:

Jurisdictional Representative
City of West Lake Hills

By: _____

Printed Name: _____

Title: _____

Date: _____

Inspector Service Provider
Arch Technical Services LLC. dba, ATS Engineers, Inspectors & Surveyors

By: _____

Printed Name: Brad Schubert

Title: Chief Operating Officer

Date: _____

Attachment “A”

BUILDING INSPECTION SCHEDULING PROCEDURES

Code inspections conducted by ATS Engineers, Inspectors & Surveyors can be called in or received via email to ATS prior to 4:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is scheduler@ats-engineers.com. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be notated by the person requesting the inspection.

It is the responsibility of the permit holder to call in or email inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection(s) requested. Passed inspections allow construction to proceed to the next stage. Failed inspections shall be corrected and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections for new construction. Please see the Plan Review documents for required inspections list. Reviewed, stamped Job Copy plans, Construction Documents, Energy reports, Plan Review documents, Manufacturer’s installation instructions, test reports and test certificates, and other documentation pertinent to the permitted project must be on-site and available to the Inspector upon request. The following is a list of common inspections types but is not all-inclusive and may change. It is important to check with the Jurisdiction prior to construction on the required inspections. The City of West Lake Hills has adopted the following Codes: 2015 editions of the International Building Code (IBC), International Fire Code (IFC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Residential Code (IRC), 2015 International Energy Conservation Code (IECC) and 2017 National Electric Code.

Pre-Construction Site Evaluation (if required):

- ❑ Prior to construction, ATS will conduct a site review to help identify building locations, erosion control measures, water quality protection issues and other pre-construction requirements. ATS will utilize the approved site plan as the basis for the inspection and will rely on surveying services provided by the applicant or others.
- ❑ Portable toilet facility and trash receptacle on site.

Temporary Construction Power

- ❑ Meter base and panel set per NEC with regard to under-ground or over-head electrical connection. T-pole braced on at least two (2) sides.
- ❑ Ground-fault circuit protection on all 110/ 220-volt receptacles and proper grounding means must be in place.
- ❑ Job-site address must be visible from street.

Plumbing Rough-In and Layout Inspection

- ❑ To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- ❑ A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.
- ❑ Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- ❑ All drain and waste piping installed with slope required for pipe size.
- ❑ Finished floor elevation allowing proper drainage around structure.

Sewer/Water Yard Line Inspection

- ❑ To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- ❑ All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any backwater prevention valve(s) installed on building sewer piping.
- ❑ Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- ❑ Clean out(s) installed and tap connection complete at main.

In-Slab Water Distribution Piping (Plumbing Copper)

- ❑ A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- ❑ All rough-in plumbing, in-slab electrical or other conduit in place.
- ❑ All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- ❑ Copper water lines shall be sleeved and protected from dissimilar metals.
- ❑ In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- ❑ “UFER” ground wire bonded to reinforcing steel or alternate means of ground protection installed.

Frame Inspection

- ❑ Frame Inspection
To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.
Construction plans, documents, and engineered product specifications are on-site.
- ❑ Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- ❑ Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-

stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.

- Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all HVAC rough-in equipment and components are complete, and prior to the installation of batt insulation and/or sheetrock.

Sheathing Inspection

- To be completed prior to the application of air barrier wrap, masonry ties and/ or lath. This inspection is intended to evaluate the wall bracing elements required by the adopted code.

Re-Frame, Fire-stop & Insulation (Energy 1) Inspection

- Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- To be made after all batt insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the International Energy Conservation Code are enforced.

Lath and Masonry Tie Inspection

- Lath inspections are to be completed when the lath is completed and prior to stucco application. Brick tie inspections are to be called prior to the masonry veneer installation.

Wallboard

- To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

Gas Test and/ or Electrical Service Inspection

- Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is performed on gas piping to verify tightness of system.
- Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street for all inspections.

Final Inspections

- Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.
- Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy. To include required TCEQ Customer Service Inspection.
- Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

Attachment “B”

Residential Inspections	Per Inspection and Reinspection Fee
Temporary electrical service	\$55.00
Plumbing rough-in/foundation layout	\$55.00
Water/sewer yard-lines	\$55.00
Copper rough-in	\$55.00
Combination inspections (frame & MEP rough in	\$55.00
Re-frame and Insulation inspections	\$55.00
Wallboard inspections	\$55.00
Final inspections (combination)/ Certificate of Occupancy	\$55.00
Gas test/Electrical service inspection	\$55.00
Additional inspections to include but is not limited to driveway, fence, pool, demolition	\$55.00
Remodeling/alterations to existing structure	\$55.00
Re-inspections	\$55.00
Fill In/Back up Inspections	*See Below

*Fill In/Back up Inspections: These inspections will be performed during times when the Jurisdiction’s employed inspector is unavailable and ATS is asked to “fill in”. Residential inspections \$65.00 each.

Residential Code Plan Review: \$75.00 each.

Commercial and Multi – Family Code Plan Review: \$95.00/Hour

Consultation Services: \$95.00/Hour, one hour minimum. *

*includes but not limited to; meetings, and conferences.



Engineers | Inspectors | Surveyors

Commercial and Multi Family Inspections:

Plumbing Rough	\$75.00
Foundation Pre-pour	\$75.00
Water/Sewer Line	\$75.00
Copper/PEX	\$75.00
Sheathing	\$75.00
Framing	\$75.00
Mechanical Rough	\$75.00
Electrical Rough	\$75.00
Plumbing Top Out	\$75.00
Shear Wall	\$75.00
Insulation	\$75.00
Wallboard	\$75.00
Final Building	\$75.00
Final Mechanical	\$75.00
Final Electrical	\$75.00
Final Plumbing	\$75.00
Med-Gas	\$250.00
Re-inspections	\$75.00
Fill-In/Back-up Inspections	See below

*Fill In/Back up Inspections: These inspections will be performed during times when the Jurisdiction's employed inspector is unavailable. Commercial inspections other than MedGas are \$85.00 each. MedGas inspections will be \$300.00.

City of Westlake Hills

PLAN REVIEW and INSPECTION SERVICE AGREEMENT

This Agreement, made and entered into this 22nd day of October, 2013, by and between the City of West Lake Hills, Texas, hereinafter referred to as the "City" and Eileen Merritt, Inc. (dba ATS Engineers, Inspectors & Surveyors), a Texas corporation, having its principal place of business in Travis County, Texas, hereinafter referred to as "Inspector," is understood and agreed to be as set forth herein:

1. **Description of Services.** The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the City, requires the services of a building inspector.
 - a. ATS Inspectors and plan review staff shall be retained by the City, as designees of the City Inspector and under the supervision of the City Inspector, and shall be subject to limitations and description of duties and powers as described within the code adopted by the City.
 - b. Inspector agrees to make all inspections required or requested by the City under appropriate ordinances of the City. See Attachment "A" "Inspection Scheduling Procedures".
 - c. Inspector agrees to perform all plan reviews requested by the City under appropriate ordinances of the City.
 - d. Upon City request, Inspector will make written reports noting ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the City office via mail, in person, facsimile, or other electronic means within two (2) business days.
 - e. Inspector may from time to time be called upon to perform the following services:
 - i. Attend meeting of the City Council, when requested by the Mayor, Council Member or other City Official; and/or
 - ii. attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.
 - f. Request for the inspection may be made by telephone, fax or email. Upon notification, Inspector will honor the request within one (1) business day.
 - g. Request for plan review services may be made by telephone, fax or email. Upon notification, construction document submittals will be picked up or arrangements will be made to have plans mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects.
 - h. Inspector shall conduct him/herself as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council. Inspector will report to the City, verbally or in writing, any conflicts between Inspector and any citizen in the course of performing said duties.
 - i. The City may conduct customer satisfaction surveys from time to time without notice to Inspector. The City will incur cost of materials to perform such surveys.
 - j. Inspector shall maintain complete and accurate records of work performed for the City. Inspector shall manage both public and confidential records that Inspector obtains

pursuant to this Agreement with the understanding that some records may be subject to state open government laws.

2. Payment for Services. The City will employ the Inspector for the following fee structure:

- a. Residential inspections: new construction or additions –
 - Temporary electrical service \$49.⁵⁰
 - Plumbing rough-in/ foundation layout \$49.⁵⁰
 - Water/ sewer yard-lines \$49.⁵⁰
 - Copper rough-in \$49.⁵⁰
 - Combination inspections (frame & MEP rough-in) \$49.⁵⁰
 - Re-frame and Insulation inspections \$49.⁵⁰
 - Wallboard inspections \$49.⁵⁰
 - Final inspections (combination)/ Certificate of Occupancy \$49.⁵⁰
 - Gas test/Electrical service inspection \$49.⁵⁰
 - Additional inspections to include but is not limited to driveway, fence, pool, demolition \$49.⁵⁰
 - Re-inspections for Residential and Special Inspections \$49.⁵⁰
 - Remodeling/alterations to existing structure \$49.⁵⁰ per inspection
\$49.⁵⁰ per re-inspection
- b. Commercial inspection: inspection types as described in “a” above.
 - New construction or additions \$65.00 per inspection
\$65.00 per re-inspection
 - Remodeling/alterations to existing structure \$65.00 per inspection
\$65.00 per re-inspection
- c. Multi-family: by proposal
- d. Plan Reviews:
 - Residential: new construction or additions \$65.00 per project
 - Commercial: new construction or additions \$65.00 per hour
 - Multi-family: new construction or additions \$65.00 per hour
 - If requested, an estimate for number of hours shall be forwarded to City and confirmation of fee given by City prior to plan review
- e. Consulting Fees: \$75/hr to include meetings, special projects and requests.
- f. Texas Accessibility Standards inspections: fees based on current state fees.
- g. Code enforcement – nuisance abatement, abandoned/ unsafe housing inspections and reports billed on an hourly rate of \$65.00 per hour.

Except for those invoices for: (i) plumbing services; and (ii) first plan review services, Inspector shall invoice the applicant for inspections directly. For both: (i) plumbing services; and (ii) first plan review services, Inspector shall invoice the City. Inspector shall invoice the City bi-weekly. Invoices shall include a description of the address and type of service(s) performed. Re-inspection fees described in Attachment “A” shall be those fees identified above.

3. Termination. Either party may terminate this Agreement by a thirty-day written notice.

4. **Relationship of Parties.** It is understood by the parties that Inspector is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.
5. **Employees.** Inspector's employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, Inspector shall provide adequate evidence that such persons are Inspector's employees.
6. **Injuries/Insurance.** Inspector acknowledges Inspector's obligation to obtain appropriate insurance coverage for the benefit of Inspector's employees, if any. Inspector waives the rights to recovery from the City for any injuries that Inspector and/or Inspector's employees may sustain while performing services under this Agreement. Inspector agrees to provide a copy of insurance coverage to the City at least 10 days prior to end of any existing coverage period. Inspector shall provide written proof of insurance to the City prior to performance under this Agreement.
7. **Indemnification.** Inspector agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against the City that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents.
8. **Assignment.** Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
9. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:

City of West Lake Hills
911 Westlake Dr.
West Lake Hills, Texas 78746
Tel: 512.327.3628 x 838

If for Inspector:

ATS Engineers, Inspectors & Surveyors
912 S Capital of Texas Hwy, Suite 450
Austin, Texas 78746
Tel: (512) 328-6995
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

10. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
11. **Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. **Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
14. **Applicable Law.** The laws of the State of Texas shall govern this Agreement.
15. **Venue:** Travis County shall be the venue for any disputes that arise between the City and Inspector under the terms of this Agreement.

Party Contract Services:

City of West Lake Hills

By: _____

Title: _____

Inspector Service Provider

Eileen Merritt, Inc. ATS Engineers, Inspectors & Surveyors

By: _____

Dondi Atwell

Title: Inspection Department Manager

Attachment "A"

BUILDING INSPECTION SCHEDULING PROCEDURES

City of West Lake Hills inspections are conducted by ATS Engineers, Inspectors & Surveyors. Inspections can be called in or received via facsimile or email to ATS prior to 5:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is inspections@ats-engineers.com. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be notated by the person requesting the inspection.

It is the responsibility of the permit holder to call in or fax inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection needed. Passed inspections allow construction to proceed to the next ordinance(s). Failed inspections shall be remedied and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections.

FIRST INSPECTION: Temporary Construction Power

- ☐ Meter base and panel set per code with regard to under-ground or over-head electrical connection.
- ☐ Ground-fault circuit protection on all 120-volt receptacles and proper grounding means must be in place.
- ☐ Job-site address must be visible from street.

SECOND INSPECTION: Plumbing Rough-In and Layout Inspection

- ☐ To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- ☐ A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.
- ☐ Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- ☐ All drain and waste piping installed with slope required for pipe size.
- ☐ Finished floor elevation allowing proper drainage around structure.
- ☐ Portable toilet facility and trash receptacle on site.

THIRD INSPECTION: Sewer/Water Yard Line Inspection

- ☐ To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- ☐ All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any back-water prevention valve(s) installed on building sewer piping.
- ☐ Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- ☐ Clean out(s) installed and tap connection complete at main.

FOURTH INSPECTION: In-Slab Water Distribution Piping (Plumbing Copper)

- ❑ A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- ❑ All rough-in plumbing, in-slab electrical or other conduit in place.
- ❑ All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- ❑ Copper water lines shall be sleeved and protected from dissimilar metals.
- ❑ In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- ❑ "UFER" ground wire bonded to reinforcing steel.

FIFTH INSPECTION:

- ❑ Frame Inspection
 - To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.
 - Construction plans, documents, and engineered product specifications are on-site.
- ❑ Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- ❑ Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.
- ❑ Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all other concealed components are complete, and prior to the installation of batt insulation and/or sheetrock.

SIXTH INSPECTION: Re-Frame & Insulation Inspection

- ❑ Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- ❑ To be made after all batted insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the 2009 International Energy Conservation Code are enforced.

SEVENTH INSPECTION: Wallboard

- ❑ To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

EIGHTH INSPECTION: Gas Test and/ or Electrical Service Inspection

- ❑ Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is conducted on gas piping to verify tightness of system.
- ❑ Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street.

NINTH INSPECTION:

- ❑ Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- ❑ Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.
- ❑ Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy.
- ❑ Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

ADDITIONAL INSPECTIONS:

- ❑ Driveway – prior to concrete placement. For approach onto State ROW, TX DOT permit is required.
- ❑ Fence – must be in compliance with City fence ordinance.
- ❑ Pool – electrical, plumbing and energy conservation in compliance with adopted codes and ordinances.
- ❑ Demolition – proof of asbestos abatement. All debris removed from site.

NOTE: *The above stages are minimum requirements and are not intended to limit the appropriate use of materials, appliances, equipment or methods of design or construction. The adopted ordinances of the municipality shall apply to all construction within the subdivision boundaries.*

AGREEMENT ADDENDUM

THIS AGREEMENT ADDENDUM dated this __1st__ day of __October, 2018__

BETWEEN:

City of West Lake Hills

- AND -

ATS Engineers, Inspectors & Surveyors

Background

- A. City of West Lake Hills and ATS Engineers, Inspectors & Surveyors (the "Parties") entered into the Services Agreement (the "Agreement") dated October 22, 2013, for the purpose of The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all building and structures with the City, requires the services of a building inspector and plan reviewer.
- B. The Parties desire to amend the Agreement on the terms and conditions set forth in this Agreement Addendum (the "Addendum").
- C. This Addendum is the first amendment to the Services Agreement.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Services Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- 1. The Services Agreement is amended as follows:
 - a. Item 2. a. is hereby amended by deleting all of the \$49.50 price per Residential inspections and re-inspections and replacing them with the new pricing for residential inspections and re-inspections of \$55.00.

- b. Item 2. b. is hereby amended by deleting the \$65.00 price per Commercial inspections, re-inspections and remodeling/alterations to existing structures and replacing those prices with \$75.00 per inspection and re-inspection.
- c. Item 2.d. is hereby amended by deleting the \$65.00 pricing for residential, commercial and multi-family plan reviews, and replacing the pricing to reflect Residential: new construction or additions at \$75.00 per project, Commercial: new construction or additions at \$95.00/HR, and Multi-family: new construction or additions at \$95.00 per hour.
- d. Item 2.e. is hereby amended by deleting \$75/hr. and replacing it with \$95/HR.

No Other Change

- 2. Except as otherwise expressly provided in this Addendum, all of the terms and conditions of the Services Agreement remain unchanged and in full force and effect.

Miscellaneous Terms

- 3. Capitalized terms not otherwise defined in this Addendum will have the meanings ascribed to them in the Services Agreement. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Addendum. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Addendum.

Governing Law

- 4. Subject to the terms of the Services Agreement, it is the intention of the Parties that this Addendum, and all suits and special proceedings under this Addendum, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

City of West Lake Hills

By: 

Title: City Administrator

Eileen Merritt Inc., dba ATS Engineers, Inspectors & Surveyors

By: 

Title: Chief Operating Officer

Budget Calendar Fiscal Year 2020-2021

July 8th - Regular City Council Meeting

Discuss and consider action regarding preparation of the preliminary FY 2020-21 budget.

July 15th & 16th – Staff Meetings

Travis and Vonda meet with Departments to discuss FY 2020-21 Draft Budget.

Travis and Vonda meet with Mayor to draft the Proposed Budget for FY 2020-21.

July 22nd - Regular City Council Meeting

Mayor presents Proposed Budget to City Council.

July 25th - Travis County Appraisal District

Deadline for Chief Appraiser to send estimated appraisal rolls to jurisdictions.

August 12th

Regular City Council Meeting

Continue FY 2020-21 Budget discussion.

Post Proposed Budget to city website. Council adopts budget calendar and sets proposed tax rate and one public hearing for August 26th.

August 13th – Publish Public Hearing Notice

Publish public hearing on proposed property tax rate and budget.

August 26th - Regular City Council Meeting

Budget/Property Tax Rate Hearing

Continue FY 2020-21 Budget discussion.

Amend FY 2019-20 Budget

September 9th

Council adopts Amended FY 2019-20 Budget.

Council adopts property tax rate and FY 2020-21 Budget.

September 23rd

Last Day to Adopt FY 2020-21 Budget, if needed.

CITY OF WEST LAKE HILLS
PROPOSED BUDGET WORKSHEET
AS OF: JULY 31ST, 2020

01 -GENERAL FUND

	2016-2017	2017-2018	2018-2019	(----- 2019-2020 -----)	(----- 2020-2021 -----)			
REVENUES	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET PB	PROPOSED BUDGET SELECTED
TAXES								
01-40100 PROPERTY TAXES	1,049,575	1,280,394	1,505,831	1,583,629	1,586,741	1,590,000	1,768,454	
01-40200 SALES TAX	3,143,128	3,070,736	3,349,533	3,000,000	2,363,146	3,000,000	2,850,000	
01-40250 MIXED BEVERAGE TAX	17,469	17,543	30,023	32,000	23,252	30,000	17,500	
TOTAL TAXES	4,210,172	4,368,673	4,885,387	4,615,629	3,973,139	4,620,000	4,635,954	
PERMITS								
01-41000 BUILDING PERMITS	159,630	135,159	162,994	150,000	157,527	160,000	150,000	
TOTAL PERMITS	159,630	135,159	162,994	150,000	157,527	160,000	150,000	
FEES								
01-42000 SUBDIVISION PLATS	6,368	12,850	5,068	3,000	2,800	3,000	3,000	
01-42010 STREET MAINT FEES	36,807	26,794	77,512	30,000	18,402	30,000	18,000	
01-42020 ZONING FEES	38,975	35,400	29,250	30,000	25,759	30,000	30,000	
01-42025 PLUMBING INSPECTION FEES	26,918	24,120	19,650	25,000	24,280	25,000	25,000	
01-42030 ADMINISTRATIVE FEES	8,463	7,089	13,347	10,000	8,798	10,000	8,000	
01-42040 TELECOM FRANCHISE/ROW FEES	178,196	153,905	152,134	150,000	88,922	150,000	155,000	
01-42043 NATURAL GAS FRANCHISE FEES	28,820	35,773	36,280	30,000	13,330	30,000	30,000	
01-42045 ELECTRIC FRANCHISE FEES	367,235	361,430	350,292	360,000	280,206	360,000	360,000	
01-42050 CABLE FRANCHISE FEES	38,200	50,205	50,267	50,000	38,733	50,000	50,000	
TOTAL FEES	729,983	707,566	733,801	688,000	501,230	688,000	679,000	
FINES & WARRANTS								
01-44000 FINES	201,255	187,913	188,306	125,000	106,977	125,000	100,000	
01-44100 WARRANT FEES	16,235	3,546	3,787	2,000	1,200	2,000	1,000	
01-44150 ADMINISTRATIVE FEES	22,099	21,901	22,496	14,000	11,872	14,000	10,000	
01-44160 BUS CAMERA CIVIL FINES	0	780	0	0	0	0	0	
TOTAL FINES & WARRANTS	239,589	214,141	214,588	141,000	120,049	141,000	111,000	
INTEREST & MISC.								
01-45000 INTEREST INCOME	34,776	76,459	145,621	80,000	65,411	80,000	35,000	
01-45005 PROPERTY TAX P & I	2,982	3,327	6,835	4,500	4,390	4,500	4,500	
01-45007 LEASES	31,659	32,174	34,226	46,800	216,191	215,000	55,204	
01-45010 MISCELLANEOUS INCOME	18,403	27,033	13,015	10,000	9,112	10,000	10,000	
01-45011 GRANT - FIRE BREAK GRANT	0	47,887	54,924	0	0	0	0	
01-45012 POLICE GRANT REVENUE	3,411	8,745	0	0	0	0	0	
01-45040 SALE OF ASSETS	0	393	0	36,197	36,282	36,282	0	
01-45060 CASH LONG-MUN COURT	0	1	1	0	0	0	0	
TOTAL INTEREST & MISC.	91,231	196,019	254,621	177,497	331,385	345,782	104,704	
TOTAL REVENUES	5,430,605	5,621,557	6,251,391	5,772,126	5,083,329	5,954,782	5,680,658	

Property Tax Calculations

2017 Net Taxable \$1,978,423,508	2018 Net Taxable \$2,159,747,675	2019 Net Taxable \$2,262,327,215	2020 Net Taxable \$2,446,839,959	Change 2019 to 2020 8.16%		
2017 Rollback Rate 0.0652	2018 Rollback Rate 0.0714	2019 Rollback Rate 0.0714	2020 Rollback Rate 0.0723	1.26%		
Appraised Values 2017 Average Residence \$1,114,342	2018 Average Residence \$1,281,233	2019 Average Residence \$1,382,544	2020 Average Residence \$1,421,514	2.82%		
Taxable Values 2017 Average Residence \$1,067,705	2018 Average Residence \$1,163,975	2019 Average Residence \$1,275,352	2020 Average Residence \$1,285,697	0.81%		
2017 Collection Rate 99.25%	2018 Collection Rate 100%	2019 Collection Rate 99%	2020 Collection Rate 99%			
Rate	Average \$ Increase (actual rate)	Average \$ Increase (effective rate)	Tax on Average Residence	Estimated Tax Levy	Increase over Last Years Tax Levy	
0.0660	-\$51.43	\$10.29	\$848.56	\$1,614,914	Effective Rate	\$0
0.0700	\$0.00	\$51.43	\$899.99	\$1,712,788	Current Rate	\$97,874
0.0723	\$29.25	\$80.68	\$929.24	\$1,768,454	Rollback Rate	\$153,539
as of 6.29.20						