



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, November 13, 2024 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a Regular Meeting on the 13th day of November 2024 at 7:00 p.m., in the Council Chambers, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

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

If you wish to speak during the meeting or provide written comments, please email your name, phone number, comments, and the item number you wish to speak/comment on to citysec@westlakehills.gov by 1:00 P.M. on November 13, 2024.

1. Call to Order
2. Citizen Communications The City Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters not listed on the agenda. The Council may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.
3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.
 - a. Approval of the October 23, 2024 Regular Meeting Minutes.
 - b. Approval of the October 30, 2024 Retreat Minutes.
 - c. Approval of the November 6, 2024 Workshop Minutes.
4. Administration Discuss and consider action on a resolution casting votes for individuals to the Board of Directors for the Travis Central Appraisal District.
5. Administration Discuss and consider action on second floor space allocation for the new municipal complex.

6. Administration Discuss and consider approval of a 3-year action plan in support of community-level Firewise efforts.
7. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess into Executive Session (closed meeting) to discuss the following:
 - a. Section 551.071 - Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:
 1. Jaffe - 1405 Wildcat Hollow; and
 2. Alvarez - 1505 Wildcat Hollow.
 - b. Section 551.071 - Consultation with the attorney concerning legal rights and obligations of the City with regard to petitions to release property from the City's extraterritorial jurisdiction areas.
8. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney.
9. Administration Discussion and possible action to approve and authorize the execution of a Trust Agreement in Lieu of Performance Bond between Jaff Ventures, LLC, International Bank of Commerce, and the City of West Lake Hills.
10. Adjournment

Approved by: James Vaughan, Mayor

Certificate

I certify that the above Notice of the November 13, 2024 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, November 8, 2024 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Terry Blanchard, City Secretary

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

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

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Wednesday, October 23, 2024 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Vaughan called the meeting to order at 7:00 p.m.

CITY COUNCIL PRESENT:

Mayor James Vaughan
Mayor Pro Tem Gordon Bowman
Dana Harmon
Beth South
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Finance Director Vonda Ragsdale
Director of BDS Jennifer Bills
City Attorney Josh Brockman-Weber

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

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

3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.
- a. Approval of the October 9, 2024 Regular Meeting Minutes.
 - b. Approval of the FY 24 Q4 Building and Development Services Department Report
 - c. Approval of the FY 24 Q4 Investment Report.
 - d. Approval of the FY 24 Q4 Municipal Court Report.
 - e. Approval of the FY 24 Q4 Public Safety Report.
 - f. Approval of agreement for Flock License Plate Reader Cameras.
 - g. Approval of Resolution 2024-10-01 adopting the Covered Applications and Prohibited Technology Policy.
 - h. Approval of agreement with Records Consultants, Inc. for document imaging.
 - i. Approval to change the following City Council Meetings:
 - 1. Reschedule the November 27, 2024 meeting to Tuesday, November 26, 2024;
 - 2. Cancel the December 25, 2024 meeting; and
 - 3. Cancel the January 1, 2025 workshop.

Mayor removed Item 3c from the Consent Agenda.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember Harmon, the Council voted four (4) for and none (0) opposed to approve the revised Consent Agenda. Motion carried.

3c. Approval of the FY 24 Q4 Investment Report.

Finance Director Ragsdale gave a summary of the changes to the revised Investment Report.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember Harmon, the Council voted four (4) for and none (0) opposed to approve the revised Investment Report as presented. Motion carried.

4. Public Hearing Discuss and consider action on Ordinance 2024-017 of the City of West Lake Hills, Texas amending the Code of Ordinances, Section 22.03.001 Definitions, Section 22.03.137 Expiration, Section 22.03.142 Required Inspections and Section 22.03.331 Definitions, as attached in Exhibit A, providing for findings of fact, repealer, severability, codification, effective date, and proper notice and meeting.

Director Bills gave a summary of the proposed changes. Areas discussed included the following:

- Definitions
 - Certificate of Completion
 - Start of Construction
 - Substantially Ceased Construction
- Expiration
- Required Inspections
- Definition for improperly maintained building

Mayor opened the Public Hearing at 7:17 p.m. Hearing no comments, the Public Hearing was closed at 7:18 p.m.

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember South, the Council voted four (4) for and none (0) opposed to approve the ordinance as presented. Motion carried.

5. Finance Discuss and consider action on an ordinance amending the budget for fiscal year 2023-24.

Finance Director Ragsdale gave a detailed summary of the amended budget for Fiscal Year 2023-24.

MOTION: Upon a motion made by Councilmember Harmon and a second by Councilmember Walker, the Council voted four (4) for and none (0) opposed to adopt the amended budget for FY 2023-24 as presented. Motion carried.

6. Administration Discussion and possible action regarding "enterprise events" in which citizens rent out areas of their property (such as swimming pools, etc.) for group events.

Director Bills gave a brief summary. The Council discussed options, and the consensus was to take no action at this time. There is no allowance for these types of rentals within the City code. If there is an issue in the future, staff will research and propose possible solutions for Council consideration.

7. Administration Receive an update regarding the Scenic City Gold Award to the City of West Lake Hills for 2024-2029.

City Administrator Fletcher presented the award certificate to the Council.

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

Proposition A - Stephen Karp gave a presentation to the Council. Reviewed progress of the building and site as well as contingencies of the owner and construction manager.

Proposition B - Jay Kennedy gave a presentation to the Council. Reviewed progress and timelines for Yaupon Valley Road, Eanes School Road, and Redbud Trail. Upcoming activities include pavement milling, roadway paving, roadway striping, and micro-milling. The Council suggested reflectors for the road edges around curves, if possible. Council was reminded of a Town Hall in early January.

9. Administration Discuss and consider action regarding a change order with Smith Contracting LLC to install waterline sleeves in the right-of-way of Westlake Drive and consideration of an agreement with Doyle and Colleen Moore for 803 Westlake Drive and authorize the city administrator to execute the same.

City Administrator Fletcher and Jay Kennedy presented information to the Council regarding the proposed agreement. The six-lot subdivision requires utility extensions which would include two (2) sleeves under the roadway. The roadway bond project provides an opportunity to install the sleeves via an open cut. Approval of an agreement with the property owner would allow the work to proceed prior to the overlay of Westlake Drive. A change order with Smith Contracting LLC will be prepared for approval by the City Administrator.

MOTION: Upon a motion made by Councilmember Harmon and a second by Councilmember Walker, the Council voted four (4) for and none (0) opposed to approve the agreement as presented. Motion carried.

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

- a. Section 551.071 - Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of

West Lake Hills v. the following:

1. Jaffe - 1405 Wildcat Hollow; and
2. Reed - 1502 Harbor View Drive.

Council convened into Executive Session at 8:16 p.m.

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

Council reconvened in Open Session at 8:21 p.m.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember Harmon, the Council voted four (4) for and none (0) opposed to authorize the settlement agreement for 1502 Harbor View Drive. Motion carried.

12. Adjournment

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember South, the Council voted four (4) for and none (0) opposed to adjourn the meeting at 8:23 p.m. Motion carried.

Respectfully submitted,

JAMES VAUGHAN, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on November 13, 2024.

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL RETREAT
Wednesday, October 30, 2024 at 9:00 AM

1. Call to Order

With a quorum present, Mayor Vaughan called the meeting to order at 9:07 a.m.

CITY COUNCIL PRESENT:

Mayor James Vaughan
Mayor Pro Tem Gordon Bowman
Dana Harmon
Brian Plunkett
Beth South (arrived at 9:40 a.m.)
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Finance Director Vonda Ragsdale
Director of BDS Jennifer Bills
Lieutenant Robert Mills

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

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

3. Administration Strategic Planning and City Council Goal Setting facilitated by Hilary Shine with SGR:
- a. Governance
 - b. Vision, Mission, Values
 - c. SWOT Assessment
 - d. Strategic Goals
 - e. Expectations

Hilary Shine (with SGR) led the presentation for Council and staff on Strategic Planning and Goal Setting. The SWOT analysis was reviewed and updated. The group worked to identify Vision, Mission, and Values. Once completed, Ms. Shine will provide a summary to the City Administrator for distribution and review.

4. Adjournment

Mayor Vaughan adjourned the meeting at 3:50 p.m.

Respectfully submitted,

JAMES VAUGHAN, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on November 13, 2024.

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL WORKSHOP
Wednesday, November 6, 2024 at 12:00 PM

1. Call to Order

With a quorum present, Mayor Vaughan called the meeting to order at 12:01 p.m.

CITY COUNCIL PRESENT:

Mayor James Vaughan
Dana Harmon
Beth South
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Finance Director Vonda Ragsdale
Director of BDS Jennifer Bills
Chief of Police Scott Gerdes

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

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

3. Administration Discuss community engagement strategies and informed consent methods presented by Rifeline.

City Council received the Bleiker Informed Consent Building Methodology presentation by Rifeline. Discussion items included:

- Informed consent
- "Implementation Problem"
- Public Involvement Role
- The Agreement/Disagreement Scale
- Seeing the project through the stakeholder's eyes
- Situational example of the process

4. Administration Discuss second floor space allocation for new municipal complex.

Mayor Vaughan gave a brief summary. Discussion included square footage of the space, costs, future uses, etc. Council directed staff to add an item to the next City Council meeting agenda for more discussion.

5. Adjournment

Mayor Vaughan adjourned the workshop at 1:30 p.m.

Respectfully submitted,

JAMES VAUGHAN, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on November 13, 2024.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>November 13, 2024</u>	Item Number:	<u>4</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Terry Blanchard</u>	Cost / Budget:	<u></u>
Exhibits:	<u>Resolution and TCAD letter</u>	Source of Funds:	<u></u>

Subject

Discuss and consider action on a resolution casting votes for individuals to the Board of Directors for the Travis Central Appraisal District.

Recommendation

Select one or more nominees to receive the five (5) votes allocated to the City of West Lake Hills.

Discussion

Sixteen (16) nominations were received from Travis County jurisdictions for the Travis Central Appraisal District Board of Directors. Ballots with voting allotments must be submitted to the Chief Appraiser of the appraisal district by resolution no later than December 14, 2024. The City of West Lake Hills is entitled to five (5) votes.

The nominees who receive the three highest number of votes will be appointed to 3-year terms (January 1, 2025 to December 31, 2027). The nominees who receive the next two highest number of votes will be appointed to one-year terms (January 1, 2025 to December 31, 2025). Nominees are as follows:

Ken Bautsch	Deborah Cartwright	Nicole Conley	Dr. Osezua Ehiyamen
Nathan Folse, Jr.	Jim Gray	John Havenstrite	Thomas Kilgore
Heidi Langan	Jie Li	Elizabeth Montoya	Aaron Moreno
Matt Sherman	James Valadez	Gretchen Vance	Blanca Zamora-Garcia

Nominee biographies are included in the letter from TCAD.

RESOLUTION NO. 2024-11-01

A RESOLUTION OF THE CITY OF WEST LAKE HILLS, TEXAS, APPROVING VOTES FOR CANDIDATE(S) NOMINATED TO THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE PERIODS ENDING DECEMBER 31, 2025 AND DECEMBER 31, 2027; AUTHORIZING THE MAYOR TO SIGN THE RESOLUTION; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, members of the present Travis Central Appraisal District Board of Directors' terms expire December 31, 2024; and

WHEREAS, each voting unit may cast its votes by resolution adopted by its governing body for one or more candidates listed on the official ballot to the Board;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of West Lake Hills, Texas desires to cast their five (5) votes for the Travis Central Appraisal District Board of Directors as follows:

_____ Ken Bautsch	_____ Heidi Langan
_____ Deborah Cartwright	_____ Jie Li
_____ Nicole Conley	_____ Elizabeth Montoya
_____ Dr. Osezua Ehiyamen	_____ Aaron Moreno
_____ Nathan Folse, Jr.	_____ Matt Sherman
_____ Jim Gray	_____ James Valadez
_____ John Havenstrite	_____ Gretchen Vance
_____ Thomas Kilgore	_____ Blanca Zamora-Garcia

Passed, read and approved this 13th day of November, 2024.

CITY OF WEST LAKE HILLS, TEXAS

James Vaughan, Mayor

ATTEST:

Terry Blanchard, TRMC
City Secretary

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS

JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER



LEANA MANN
CHIEF APPRAISER

BOARD MEMBERS

TOM BUCKLE
DR. OSEZUA EHIYAMEN
BRUCE ELFANT
JETT HANNA
VIVEK KULKARNI
DICK LAVINE
JIE LI
ELIZABETH MONTOYA
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

October 17, 2024

CITY OF WEST LAKE HILLS – Juris No. 09
ATTN: THE HONORABLE JAMES VAUGHAN, MAYOR
911 WESTLAKE DRIVE
WEST LAKE HILLS, TX 78746

The deadline has passed for jurisdictions to make nominations for the Board of Directors of the Travis Central Appraisal District. The following are the nominations, in alphabetical order by last name, and sponsoring jurisdiction:

Ken Bautsch	City of Lakeway
Deborah Cartwright	Austin ISD, City of Elgin
Nicole Conley	City of Austin
Dr. Osezua Ehiyamen	Austin ISD
Nathan Folse, Jr.	Austin ISD
Jim Gray	City of Lakeway
John Havenstrite	Eanes ISD, Leander ISD
Thomas Kilgore	City of Lakeway
Heidi Langan	Austin ISD
Jie Li	Austin ISD
Elizabeth Montoya	City of Pflugerville, Pflugerville ISD
Aaron Moreno	City of Manor
Matt Sherman	City of Lakeway
James Valadez	Travis County
Gretchen Vance	City of Lakeway
Blanca Zamora-Garcia	Del Valle ISD

This letter serves as a ballot and is being sent to the presiding officer of each taxing unit entitled to vote in the Travis Central Appraisal District Board of Directors' appointment. Enclosed you will also find biographies for any individual where one was provided with their nomination. Your entity is entitled to **5** votes that can be split among any of the nominees on the ballot. Votes must be formalized by resolution of the taxing unit's governing body. Please include the name and number of votes allotted to each nominee in your resolution. The resolution with voting allotment must be returned to the Chief Appraiser of the appraisal district by **December 14, 2024**, at the following mailing address or email address:

Travis Central Appraisal District
ATTN: Leana Mann
PO Box 149012
Austin, TX 78714-9012
Lmann@tcadcentral.org

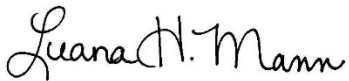
The nominees who receive the three highest number of votes will be appointed to 3-year terms. The nominees who receive the next two highest number of votes will be appointed to 1-year terms.

	Term Length	Term Beginning	Term ending
Board of Directors, Appointed Place 1	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 2	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 3	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 4	1 Year	January 1, 2025	December 31, 2025
Board of Directors, Appointed Place 5	1 Year	January 1, 2025	December 31, 2025

Before December 31, 2024, the Chief Appraiser will count the votes submitted by each entity, declare the results, and submit the results to both the governing bodies of each entity and each of the nominated candidates. According to the Property Tax Code, any ties will be resolved by a method of chance by the Chief Appraiser.

Should you have any questions, please do not hesitate to contact me by phone at (512) 834-9317 Ext. 405 or by email at Lmann@tcadcentral.org.

Sincerely,



Leana Mann, RPA, CCA, CGFO
Chief Appraiser
Travis Central Appraisal District

Taxing Entity Voting Entitlement

Taxing Unit ID	Taxing Unit Code	Type	Taxing Unit	Levy	% of Levy	Voting Entitlement
1001	01	School	AUSTIN ISD	\$ 1,592,442,300.75	30.54%	1,525
1002	02	City	CITY OF AUSTIN	\$ 990,998,728.29	19.00%	950
1003	03	County	TRAVIS COUNTY	\$ 959,172,382.00	18.39%	920
1097	68	Junior College	AUSTIN COMM COLL DIST	\$ 274,197,394.72	5.26%	265
1026	19	School	PFLUGERVILLE ISD	\$ 272,657,626.58	5.23%	260
1006	07	School	LAKE TRAVIS ISD	\$ 197,345,130.11	3.78%	190
1007	08	School	EANES ISD	\$ 185,094,356.43	3.55%	175
1005	06	School	DEL VALLE ISD	\$ 161,896,596.08	3.10%	155
1098	69	School	LEANDER ISD	\$ 161,391,498.81	3.10%	155
1053	34	School	MANOR ISD	\$ 118,963,096.64	2.28%	115
1072	5A	School	ROUND ROCK ISD	\$ 107,608,571.04	2.06%	105
1035	20	City	CITY OF PFLUGERVILLE	\$ 60,084,543.62	1.15%	60
1023	16	School	LAGO VISTA ISD	\$ 36,000,563.68	0.69%	35
1004	05	City	CITY OF MANOR	\$ 14,709,464.00	0.28%	15
1090	6F	City	CITY OF LEANDER	\$ 12,234,446.61	0.23%	10
1036	21	City	CITY OF LAKEWAY	\$ 11,297,713.97	0.22%	10
1071	49	City	CITY OF LAGO VISTA	\$ 9,895,763.60	0.19%	10
1027	2A	School	ELGIN ISD	\$ 9,655,171.37	0.19%	10
1042	3A	School	MARBLE FALLS ISD	\$ 8,762,100.14	0.17%	10
1046	3F	City	CITY OF CEDAR PARK	\$ 5,981,118.86	0.11%	5
1008	09	City	CITY OF WEST LAKE HILLS	\$ 5,832,892.50	0.11%	5
1078	50	City	CITY OF JONESTOWN	\$ 4,250,354.87	0.08%	5
1018	11	City	CITY OF ROLLINGWOOD	\$ 2,994,707.73	0.06%	5

Nominees Biographies

Ken Bautsch (City of Lakeway)

Mr. Ken Bautsch is a Lakeway resident. He and his wife have lived in Lakeway for 15 years.

Ken has a BBA-Mktg degree from University of Houston. He served in the US Army and is a Vietnam Veteran.

Mr. Bautsch had a long corporate career. His 36 years in sales and sales management in the IT industry spanned electronic accounting systems, mainframe computer systems, minicomputer systems, corporate PC-based LANs and WLANs. As a Burroughs Corporation salesman/trainee I sold and installed electronic accounting systems (programmable posting machines) and later mainframe computer systems. As an OEM for Hewlett Packard, we developed and customized operational software, installed hardware and software, and supported one-source integrated business systems. As an HP/Intel/Novell/Microsoft partner, we designed, sold, implemented, and supported corporate PC-based local area networks and multi-location wide area networks. I retired in 2010.

Ken Bautsch developed many skills throughout his career, including: accounting, estimating, work plan development, proposal development, project management, profit responsibility, training and communication skills.

Deborah Cartwright (Austin ISD, City of Elgin)

Debbie received her law degree from the University of Houston and a master's degree from the LBJ School of Public Affairs at The University of Texas at Austin. Her undergraduate degree in secondary education music and history is from Howard Payne University in Brownwood, Texas.

Debbie enjoyed a lengthy career as an attorney and administrator in the field of property taxation. She worked for three property tax law firms representing appraisal districts in litigation and providing advice on public law and property tax administration. She received professional awards from the Texas Association of Appraisal Districts and the Texas Rural Chief Appraisers Association. She was the recipient of the Wayne Peveto Award from the Texas A&M Real Estate Center in 2013 for her work and professionalism in the field of property taxation.

In addition to work in private law practice, Debbie served the State of Texas as assistant general counsel for Comptroller Carol Keeton Strayhorn from 2001 to 2006 and then the director of the Property Tax Assistance Division for Comptroller Susan Combs from 2009 to 2014. She then worked with the Texas Taxpayers and Research Association, providing legal and legislative counsel from 2016 to 2019. In the 2021 legislative session, Debbie consulted with the law firm of Low Swinney Evans & James on legislative matters.

During much of this time, Debbie was involved in charitable endeavors. A native of Elgin, Texas, Debbie worked with the Elgin Historical Association in the late-1990's to raise money to restore the Union Depot, which had fallen into disrepair. She was responsible for a monetary grant from the Texas Historical Foundation to place a new floor in the building, which became the Elgin Depot Museum. Debbie became more involved with the Association and served as an officer from 2017 to 2019. During that time, she worked to organize the historical archives held by the Association and assist with public access to the Museum and its exhibits. She also contributed stories to two books published by the Association.

Debbie was a member of the Texas Historical Foundation from 2020 to 2022 and served as co-chair of the Elgin Sesquicentennial Committee in 2022. She was actively involved in the activities of the city's celebration of its 150th birthday and assisted in the preparation of an updated history book entitled "Milestones: History of Elgin, Texas."

Debbie is a member of the State Bar of Texas and the International Association of Assessing Officers. She is a member of First Baptist Church of Austin and served as a trustee for her alma mater Howard Payne University from 2015 through 2023. Debbie currently serves on the board of directors for the Travis Central Appraisal District and is a member of the Bastrop County Historical Society. She is an officer of the Elgin Oral History Project, a non-profit organization created in 2021, to record audio stories from residents and former residents of Elgin.

Nicole Conley (City of Austin)

Nicole Conley joined Siebert Williams Shank & Co. LLC. as Managing Director in 2020 to expand and support issuer clients in the Austin-area MSA; and, to closely serve the K-12 school district market. Previously, she served as both the Chief Financial Officer and Chief of Business & Operations for the Austin Independent School District, where she was responsible for managing a nearly \$3.5 billion budget and capital program, which included 129 school communities serving more than 80,000 students. Nicole has more than 25 years of financial management experience, amassing a breadth of knowledge from serving large, complex, urban systems, including: the City Council of New York, New York City Department of Education, District of Columbia Public Schools, Fairfax County Public Schools and Atlanta Public Schools. Ms. Conley developed and secured voter approval for the school district and Austin-area's first ever billion-dollar bond program; and, has issued nearly \$4 billion in tax-exempt and taxable bonds. Under her leadership, AISD earned its highest financial ratings and national accolades for budget presentation, financial reporting and transparency. In 2018, Nicole was appointed by the Speaker of the House to serve on the Texas Commission on Public School Finance, whose work culminated in a historic \$11.6 billion investment into public education and property tax relief. In 2018, Conley lobbied the state of Texas to better fund public education on this influential committee which helped shape marquee legislation the following year that made sweeping changes to the Texas school finance system, which emerged as a national model for funding equity. She previously served on several investment boards including, TexStar, an \$8 billion investment pool for the state's local governments and INVESTQ, a Retirement Plan cooperative for employees across the State of Texas. She is a recipient of the Council of Great City School's Bill Wise CFO Award for Innovation and Excellence, the Texas Association of Business Officials Champion for Education Award; and, the Austin Business Journal named her among its "Profiles in Power," CFO of the year in 2013 and she recently won a Legacy Award in 2022 for her decades of work in Education Finance. As she continues to pay it forward, in 2023, Ms. Conley was recognized by colleagues as an industry pioneer and received the Bond Buyer's Freda Johnson award which honors trailblazing, women leaders in public finance. Ms. Conley has a bachelor's degree from the University of Colorado at Boulder, a master's degree from the Robert J. Milano Graduate School of Management, and a Certificate of Public Finance from Georgetown University. Ms. Conley holds SIE, Series 52, 53, 63 and 7 licenses. She serves on the Boards of the Greater Austin Chamber as Vice Chair of Finance; Travis Central Appraisal District; LINQ Technologies; and, Mindpop.

Dr. Osezua Ehiyamen (Austin ISD)

Dr. Osezua Ehiyamen is a distinguished academic and researcher with over two decades of experience in public administration, conflict management, and property tax. He currently serves as a Resident Researcher and Associate Professor of Public Administration with Innovations for Peace and Development at the University of Texas at Austin. Between 2018 and 2022, Dr. Osezua was a distinguished visiting research scholar in the Department of History at the University of Texas at Austin, and he continues to contribute as an Adjunct Professor of Public Administration at Austin Christian University, Georgetown, Texas.

In addition to his academic roles, Dr. Osezua actively contributes to his community, serving as the co-chair of the District Advisory Council (DAC) of the Austin Independent School District (AISD). He previously held leadership positions as University Chair (2014–2018) for the Departments of Political Science and Public Administration in Nigeria and was an elected member of the Nigerian University Senate. A Fellow of the Chartered Institute of Public Administration (CIPAN), Dr. Osezua's commitment to public administration has been recognized globally.

Dr. Osezua has received numerous accolades, including the Best Ph.D. Thesis Award in Africa (2006) from the Council for the Development of Social Science Research in Africa (CODESRIA), Senegal, and a fellowship with the Brown International Advanced Research Institutes (BIARI) at Brown University in 2017. He currently serves on the Board of Directors of the Travis Central Appraisal District (TCAD), where he focuses on increasing awareness within African immigrant communities about property tax systems, equitable appraisals, and public school funding. Dr. Osezua is also a laureate of the Texas State PTA Emerging Leaders Academy (2023).

With over 18 years of teaching experience, Dr. Osezua has taught various courses related to property tax, including Property Tax Systems and Public Revenue, Property Tax Policy and Reform Strategies, Ethics in Property Taxation, and Conflict Resolution in Property Taxation. His research explores the intersection of property tax and sustainable local government financing, urban development, and fiscal decentralization, with a focus on the role of property tax in public revenue generation. He also delves into the challenges of equitable tax systems, the impact of property tax reform, and the integration of technology in tax administration to improve efficiency and compliance.

Dr. Osezua's research has been widely published in national and international outlets, including the *Pakistan Journal of Life and Social Sciences*, *Romania Journal of Public Affairs*, *Dynamics of Public Administration*, and *Journal of Social Sciences*. He has co-edited the book *Contemporary Issues in the Management of Higher Education* (2017) and is currently the Editor-in-Chief of the *Journal of Organizational Leadership and Management* at the University of Texas at Austin. His contributions to public policy reforms and public service management, especially in property tax reform, have been recognized as influential in the field.

Beyond his academic and professional accomplishments, Dr. Osezua is an active leader in various non-profit organizations, receiving leadership awards from the United States, South Africa, Ghana, and Russia. He also serves as the Chair of the Board of Directors of Africans in the Diaspora.

Dr. Osezua earned his B.Sc. in Political Science and M.Sc. in Political Science and Public Administration from the University of Benin, and a Ph.D. in Public Administration with a focus on Conflict Management from Obafemi Awolowo University, Nigeria. All his degrees were evaluated and certified as equivalent in the United States in 2018. He also holds a Diploma in Leadership from Austin Christian University, Texas (2023).

Dr. Osezua is happily married to Dr. Tina Osezua, and they are blessed with two sons, Samuel and Joshua. Samuel graduated cum laude in Software Engineering from the University of Texas at Dallas and is currently pursuing postgraduate studies at the University of Texas at Austin. Joshua is a senior at the University of Texas at San Antonio.

Nathan Folse, Jr. (Austin ISD)

Mr. Folse is a certified residential appraiser and holds a law degree. He shared that "serving on an advisory board offers a unique opportunity to contribute my expertise, insights, and leadership to an organization I care about. Currently having three children in AISD schools and a fourth child starting next year, it will allow me to help shape strategic decisions, provide guidance, and influence the direction of AISD for years to come. By serving, I can deepen my understanding of the industry and make a meaningful impact while enhancing my skills and experience.

Jim Gray (City of Lakeway)

Jim Gray is a business professional and resident of Lakeway. He moved to Lakeway with his family in 2019. He is working to help attract business to the area.

Mr. Gray is a graduate of The Columbus Academy and Miami University.

In his professional life he spent 15 years with Sharp Electronics. His position culminated in running the facsimile division which was #1 in US sales. He moved to Austin in 1996 to begin working with entrepreneurs and technology firm startups. He is an experienced problem solver, whether it is in a large business or a new tech firm.

John Havenstrite (Eanes ISD, Leander ISD)

John Havenstrite is Partner Engagement Manager for We Are Blood, the nonprofit providing all blood and blood related products to every hospital, cancer clinic, and surgery center in the Greater Austin / Hill Country region. There he works to enhance knowledge of the critical role blood banks play in the lives of Texans. Specifically, John helps electeds, policy makers, business leaders, and community groups collaborate to meet the rapidly growing needs of the health care community.

However, John began his career in municipal finance. For fourteen years he served as the Tax Assessor Collector for dozens of municipalities that served hundreds of thousands of commercial and residential property owners scattered across four urban and rural Texas counties. In that capacity John became expertly familiar with the varying functions, responsibilities, and operations of the region's appraisal districts, the tax assessment and collection cycle, and the relationship each has with municipal finance and economic development.

Prior to moving to Austin in 2004, John was a partner and vice president of a Houston based urban planning firm. Here he gained experience creating and managing virtually all public/private municipal entities permitted in Texas. All of which are dependent upon a reliable, well-functioning appraisal district, and tax assessment collection team.

John spent six years on the Eanes ISD Board of Trustees, three as Board President. He was elected to the Board in 2017 and rolled off in 2023. During that time John served three years as the Secretary of the Central Texas School Board Association (CTSBA), and earned the Master Trustee designation as a graduate of the 2020 class of Leadership-TASB (L-TASB). John currently serves on Capital Area Council of Government's (CAPCOG) General Assembly as a public education delegate (Eanes ISD).

John grew up in New Orleans, and graduated from Louisiana State University (LSU) with degrees in History, Political Science, and Journalism. He volunteers regularly at his church, and in his community whenever he can. But more important than any of the foregoing, John is the proud father of two Westlake High School graduates, one of whom is now at Savannah College of Art and Design (SCAD), while the other is attending California Polytechnic State University (Cal Poly). John is also the slightly addled owner of one dog, two cats, and three chickens.

Thomas Kilgore (City of Lakeway)

Thomas Kilgore is the Mayor for the City of Lakeway. He was elected in 2021. His focus is on Public Safety, Transparency, Accountability and Conservative Management.

Mr. Kilgore is a retired US Army Officer. Following his public service, he worked for 20 years in the Energy Industry. He retired in 2016 from the private equity firm where he was the Chief Risk Officer, and Chief Compliance Officer.

Mr. Kilgore is a graduate of the United States Military Academy at West Point, commissioned in 1980. He holds a Bachelor of Science in Engineering. He also earned a Master of Business Administration from Duke University's Fuqua School of Business. While on active duty he served as an Assistant Professor of Economics at West Point.

Tom strongly believes in service, to our nation and our community. He and his wife purchased their Lakeway home in early 2016. They moved to Lakeway to be closer to children and grandchildren.

Heidi Langan (Austin ISD)

Heidi Langan is a recently retired teacher with over 25 years of experience. She has served as the area President of the Association of Texas Professional Educators. She has also been involved in advocacy for school funding and public schools at the local and state levels. Ms. Lanan shared that "I want to make sure that the funding for schools is stable and I believe that fair property values is a way to achieve that."

Jie Li (Austin ISD)

Jie Li is an investor and advisor to startups, passionate about mentoring entrepreneurs and helping them achieve their goals. She has served as a mentor and judge for Techstars and the Harvard Innovation Lab. Beyond her involvement in Austin's innovation ecosystem, she is committed to the education sector. Jie has been a member of the Kealing Middle School Campus Advisory Council since 2022, serving as co-chair since 2023, and also contributed to the AISD District Calendar Taskforce. Additionally, she mentors first-generation Harvard students and was appointed to the Board of the Travis Central Appraisal District by AISD in January 2024. Jie holds a BA in Economics with honors from Cornell University and an MBA from Harvard Business School.

Elizabeth Montoya (City of Pflugerville, Pflugerville ISD)

Elizabeth J Montoya, Certified Public Accountant

1002 Rocky Creek Drive Pflugerville, Texas 78660
Cell: (512) 296-1081 – elizabeth@montovamonzingocpas.com

Executive Profile

A results-driven, hands-on Certified Public Accountant with wide industry experience and proven success in tax, budget development, accounting and finance operations, strategic and operational planning, process improvement, integrated system design and implementation, and organizational alignment with demonstrated team building and problem solving skills that have consistently led to highly motivated and efficient teams.

Government Board Experience

Travis Central Appraisal District Board of Directors, currently serving
City of Pflugerville TIRZ Board of Directors, currently serving
Travis County Citizens Bond Advisory Committee, 2023
Past service for the City of Pflugerville: Equity Commission, Finance and Budget Committee and various task specific commissions

Non-Profit Board Experience

The House of Songs, Treasurer, currently serving
Senior Access, Treasurer, currently serving
100 Women of Pflugerville, Treasurer, currently serving
John Brotherton's Pitmaster Foundation, Treasurer, currently serving

Skill Highlights

- | | |
|--|----------------------------------|
| • Executive and Investor Presentations | • Demand Planning |
| • Diverse Industry Experience | • Financial Modeling |
| • Collaborative Team building | • Cross-functional Team Building |
| • Accounting and Finance Operations | • Supply Chain Management |
| • Business Expansion | • Organizational Alignment |
| • Financial and Strategic Planning | • Infrastructure Design |
| • New Business Modeling | • Budgeting and Benchmarking |
| • Contract Negotiation | |

Professional Experience

Managing Partner
April 2015 to present
Montoya & Monzingo, LLP Certified Public Accountants

Manage the daily operations of a local firm focused on helping small to mid-sized businesses and individuals with their goals.

Elizabeth J Montoya, Certified Public Accountant

1002 Rocky Creek Drive Pflugerville, Texas 78660
Cell: (512) 296-1081 – elizabeth@montoyamonzingocpas.com

Chief Financial Officer

October 2001 to April 2015

Texas Electric Cooperatives, Inc. — Austin, Texas

Responsible for the integrity of the organization's systems, policies, processes and transactions to ensure the successful implementation of a rapid growth plan. Texas Electric Cooperatives is the statewide association of electric cooperatives in Texas with multiple business lines and 22 locations that provides a diverse offering of products and services including manufacturing, distribution services, logistics, consulting, education and training, and publications.

- Developed and executed strategic initiatives and programs designed to enhance the strength and competitiveness of the cooperative and its members
- Manage strategic and tactical corporate financial operations and cash flow, including responsibility for purchasing, process development, human resources, accounting and information technology
- Design and implement a fully integrated infrastructure for a multi-business line company, including an end-to-end supply chain solution that supported a revenue growth from \$30 million to \$200 million in 10 years and a training and education solution that supported 300% growth in class participation
- Executed multiple strategic business transactions including the formation of alliance partnerships, real estate sales, oil and gas leases and timberland transactions

Military Experience

Accounting and Finance Career Field

January 1986 to January 1995

United States Air Force

Education

MS: Human Relations

University of Oklahoma

BBA: Accounting

Park University

Skills

accounting, acquisitions, administrative, balance sheet, benefit design, budgeting, cash flow, consulting, CPA, demand planning, distribution, due diligence, education and training, ERP, equity planning, facilities management, financial management, GAAP, Great Plains Dynamics, human resources, information technology, logistics, management reporting, manufacturing, media production, oil and gas, operations, policies, process development, publications, purchasing, radio production, real estate, reporting, sales, SEC reporting, software implementation, strategic planning, supply chain, system integration, telecommunications, television production, tax, tax planning, leadership, strategic planning

**AARON MORENO
CITY OF MANOR
COUNCIL MEMBER PLACE 5**



Councilman Aaron Moreno was born in Austin and raised in Manor, Texas. He has deep roots in the community since graduating from Manor ISD in 2014. His upbringing was filled with hands-on experiences that shaped who he is today. Growing up, Aaron learned the value of hard work and determination through ranching alongside his brothers and grandfather. While managing backstage operations for the Manor High School Theater Department, he further developed his skills in coordination and problem-solving. These early experiences paved the way for Aaron to connect with the community in various roles, including as an after-school counselor at the YMCA and as "Farmer Aaron" at Crowes Nest Farm.

Professionally, Aaron built a solid foundation at Applied Materials, where he spent four years gaining industry knowledge. He then transitioned to the Austin Transportation Department, which allowed him to contribute to the city's infrastructure and growth.

At 24, Aaron began his formal journey into local governance as a City's Board of Adjustments member. In 2021, he was elected to Place 5 on the Manor City Council, becoming one of the youngest individuals in the city's history to serve in this capacity. Aaron's dedication to public service is evident through his active participation in several key committees, including Parks and Trees, Health, Budget, and Emergency Management. Over the past three years, he has been committed to understanding the needs of his constituents and advocating for their interests.

Outside of work and public service, Aaron enjoys life's super pleasures—spending time with family, hiking, riding his Harley, and fishing. His love for film, music, and the arts fills his creativity and inspires him to embrace every experience.

Matt Sherman (City of Lakeway)

Matt Sherman is a Lakeway City Council Member, elected in 2024. He and his family have been proud residents of Lakeway since 2019.

Professionally, he works in advertising, where he helps clients maximize their revenue through effective ad sales strategies.

Mr. Sherman commitment to community service began with his role on the Aviation Zoning Committee. Before being elected to the city council, he served as a Commissioner on the Lakeway Zoning and Planning Commission (ZAPCO) and chaired the Lakeway 2024 Comprehensive Plan Committee.

Matt is a commercially rated pilot. His dedication to the community extends to his involvement with various local organizations. Matt is a member of the Lake Travis Trail Coalition and Lakeway Friends of the Parks. Additionally, he has combined his interest in flying with his love for animals by serving as a pilot for Pilots N Paws, an organization that relocates dogs from high-kill shelters to specialized rescue organizations. He also serves on the board of the Lakeway View HOA.

James Valadez (Travis County)

A native Austinite, James Valadez owns and operates Sequoia Real Estate, LLC, a full-service real estate brokerage focused on residential and commercial sales and leasing in the Austin area. He is a member of the Austin Board of Realtors, Texas Real Estate Commission, and Credit Union National Association and serves on the Board of Directors for the Travis Central Appraisal District, A+ Federal Credit Union, and Dell Seton Medical Center at The University of Texas. Valadez has previously served as a member of the City of Austin's Board of Adjustment, the City of Austin's Community Development Commission, and the 2023 Travis County Citizens Bond Advisory Committee.

He is a graduate of The University of Texas at Austin and McCallum High School.

Gretchen Vance (City of Lakeway)

Gretchen Vance is a Lakeway City Council Member, and the Mayor Pro tem. She was first elected in 2019. She and her family have lived in Lakeway since 2011.

Mrs. Vance attended the University of Georgia. She began her career in the hospitality industry with Ritz Carlton. In 2009, Gretchen became a TCEQ Licensed Irrigator (LI18220). This knowledge puts her in a unique position to understand water supply and safety, back flow and irrigation planning and requirements.

She and her family are entrepreneurs. Her family businesses have included one of the largest irrigation companies in south central Texas, and a water acrobatics and jet boarding business. Currently she owns and operates Electric Avenue Athletics (EAA).

Electric Avenue Athletics (EAA) is the only dedicated Junior Olympics Acrobatics & Tumbling (A&T) gym in the nation. This facility is home to the 2018 & 2019 USA Gymnastics National Champions in both the Senior and Junior Division. As well as the 2021 & 2022 NYATA National Champions.

Blanca Zamora-Garcia (Del Valle ISD)

24 years ago, Blanca started Casa Blanca Realty. Blanca is known for integrity, diplomacy and sincerity in all her dealings. In her tenure in the real estate business, she has strived to be someone her clients and other real estate professionals can trust. A former educator with the Austin Independent School District and consultant with the Texas Education Agency, Blanca applies her unique teaching and listening skills to her business. Being a long-time Central Texas resident, she offers a seasoned knowledge of Austin and surrounding suburbs, counties and communities. Blanca's motto is, "Relationships over Transactions." Much of her business comes from repeat clients or referrals. Whether it is a starter home, investment property or second home, Blanca provides the same level of service for all her buyers, sellers and renters.

Blanca is committed to serving the Austin community by volunteering her time and expertise and serving on boards that she feels help improve the lives of the communities she cares for.

She currently serves on the Board of Directors of the Travis Central Appraisal District where her real estate expertise, desire to increase avenues for the Hispanic community to learn more about how the property tax system, and dedication to ensuring funding for local public schools have led to her being a strong advocate for the District's outreach to underserved communities, increased transparency with Travis County property owners, and accurate and equitable appraisals.

Blanca has served on the Board of Directors of the Greater Austin Hispanic Chamber of Commerce (GAHCC), where she was the Chair of the Education Committee and partnered with Wal-Mart to mentor students in grades 9 through 12 to help them prepare for postsecondary education. During her tenure as Board Chair, the GAHCC grew to over 800 members. She was named the GAHCC Business Woman of the Year 2012 and received the GAHCC Lifetime Achievement Award in 2018.

Blanca served on the Foundation of the GAHCC, the non-profit arm of the GAHCC. In her role as Co-Chair of the "Let's Win The Future", endowments were established at the University of Texas School of Education, Texas State University, School of Business, Austin Community College, St. Edward's University and Houston Tillotson University, raising more than \$400,000 for Central Texas students.

She is also a long-time member of the Settlement Club, the fundraising arm for the Settlement Home for Girls who have experienced emotional trauma, abuse or neglect. As Chair of the Education Committee, she began the Annual Quince Celebration. It has become so popular that all girls look forward to participating in the annual celebration.

Blanca previously served on the Avance Austin Board, a national non-profit organization working to transform the lives of underserved, under-resourced families.

Blanca was voted the Best Real Estate Agent for 2021 by the *Austin Chronicle*.

Blanca received a BS from Texas A&I University and a Master's in Education/Curriculum & Instruction at the University of Texas. She has resided in Austin since 1975. She is married to longtime attorney Alberto Garcia and her daughter, Bianca Garcia, also resides in Austin.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	November 13, 2024	Item Number:	5
Department:	Administration Trey Fletcher		
Prepared By:	City Administrator	Cost / Budget:	TBD
Exhibits:	Floor Plans	Source of Funds:	TBD

Subject

Discuss and consider action on second floor space allocation for the new municipal complex.

D

Recommendation

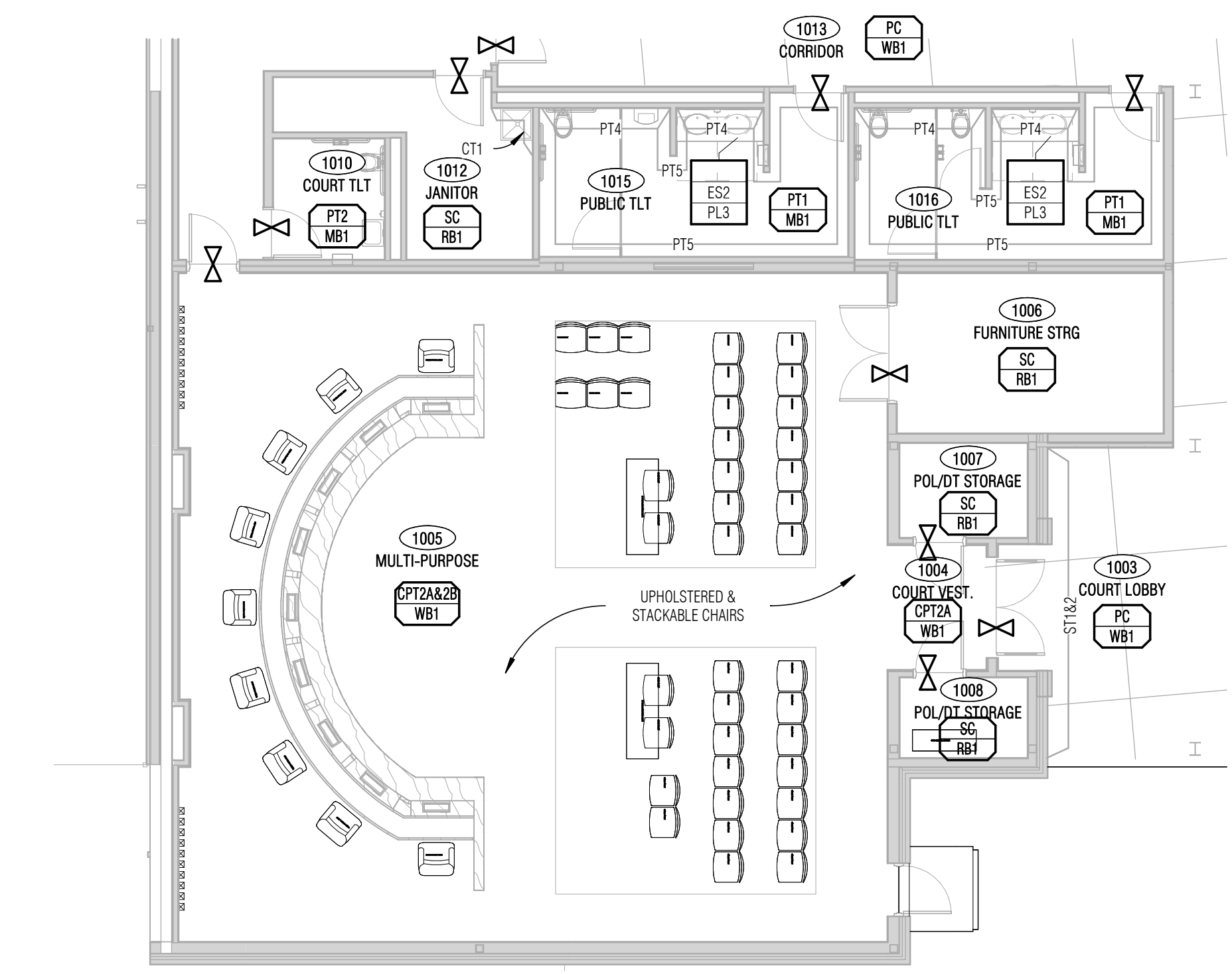
Discuss and provide direction to staff.

Discussion

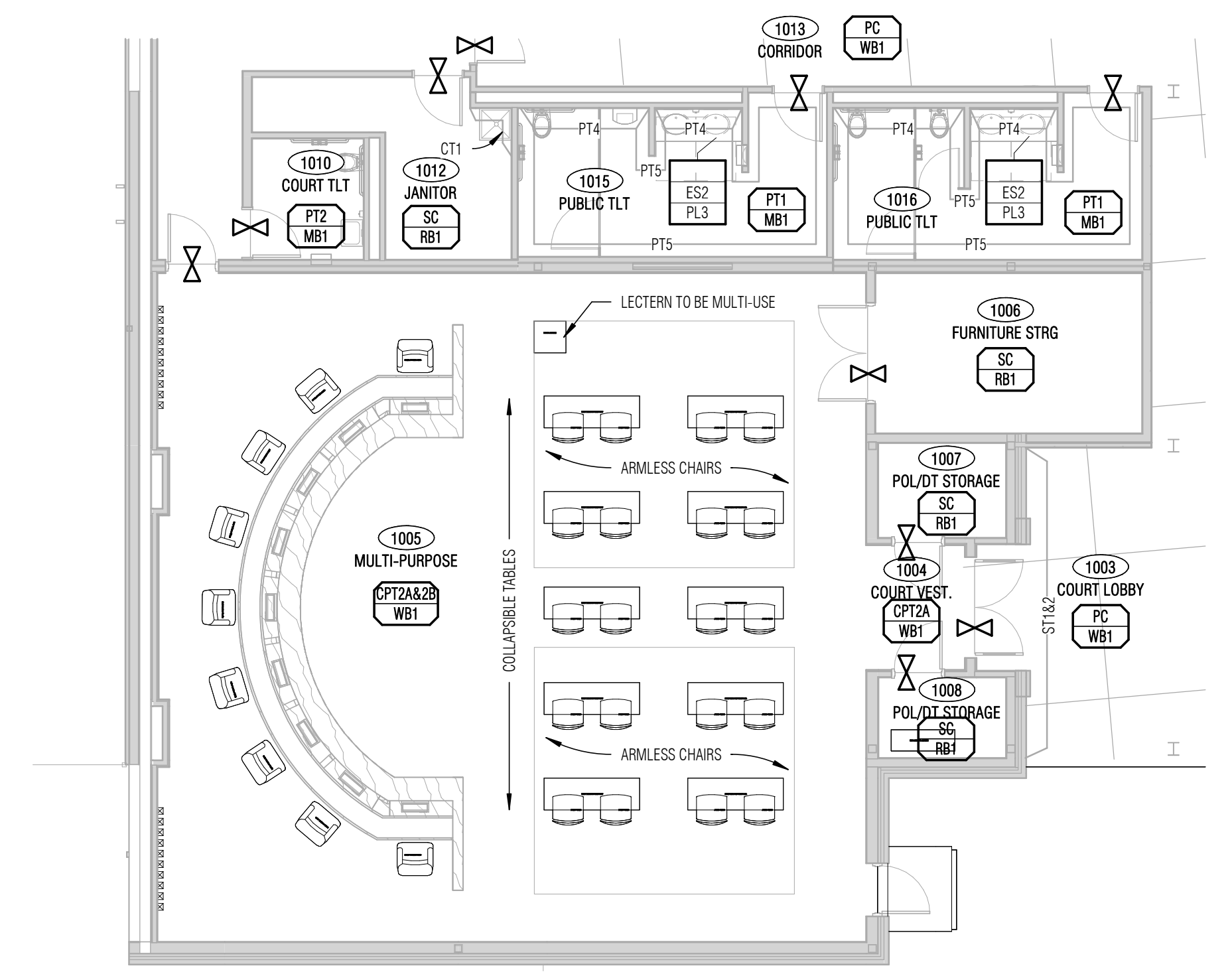
This item was introduced on the November 6 City Council workshop and this agenda item is to follow-up on that discussion and confirm direction.

The City's new municipal complex is under construction at 4010 Bee Cave Road. The construction manager at risk project delivery method has a gross maximum price (GMP) of \$16.9 million plus alternate a which is for the asset building for a total cost of \$17.2 million. The project is funded using a mix of bond funds, ARPA funds, tree fund, and reserve funds. The GMP includes various contingency funds as well.

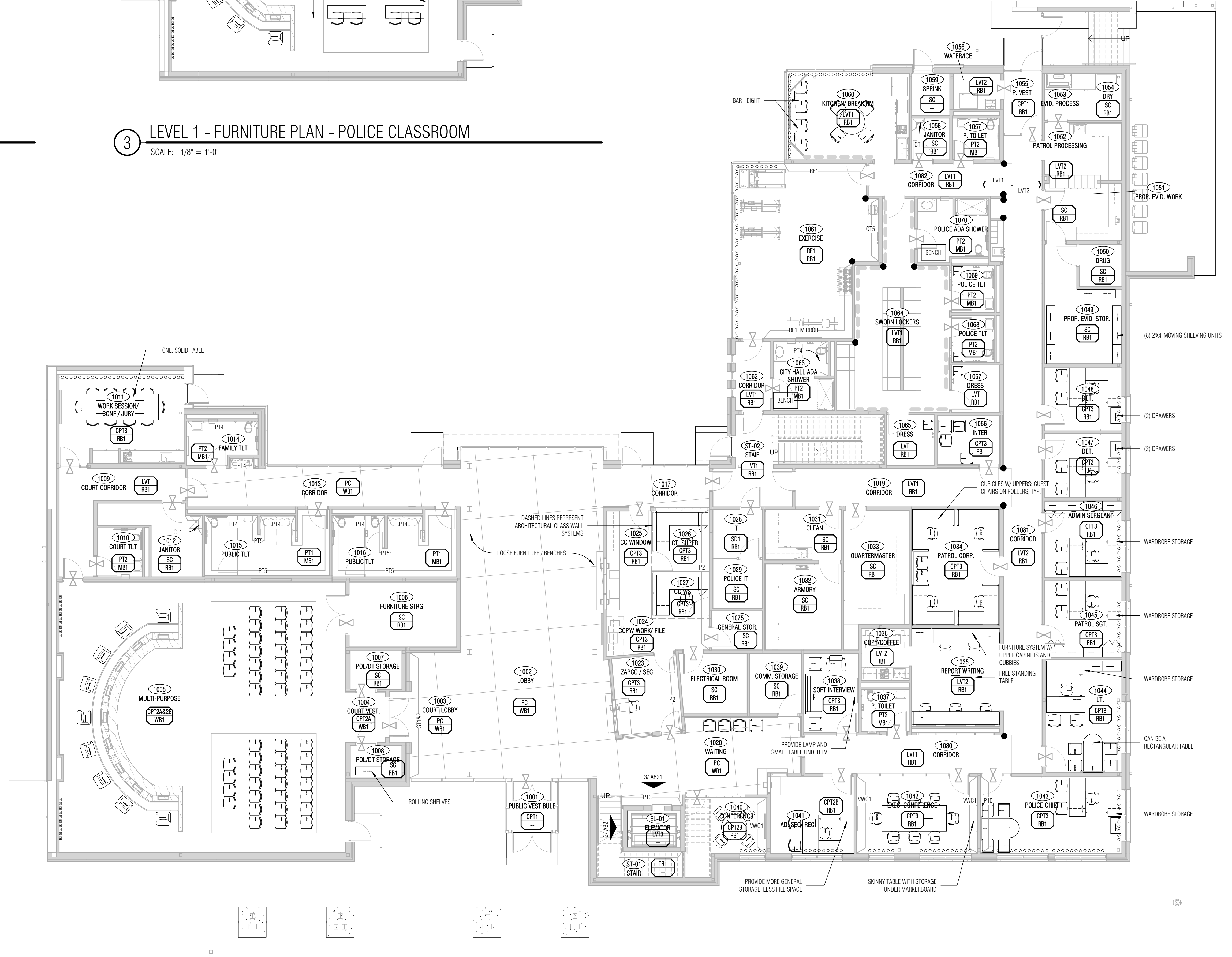
The building program considered for the building design did not account for built space to support future growth other than a portion of the second story. Currently, this 1,700 square foot area is not enclosed but the floor area has been extended to support future expansion. While the timing of the considered expansion is unknown, an approach may be to prepare construction plans for a future expansion in which the scope is defined as the only opportunity expand the building square footage.



2 LEVEL 1 - FURNITURE PLAN - COURT
SCALE: 1/8" = 1'-0"



3 LEVEL 1 - FURNITURE PLAN - POLICE CLASSROOM
SCALE: 1/8" = 1'-0"



1 LEVEL 1 - FURNITURE PLAN
SCALE: 1/8" = 1'-0"

City of West Lake Hills Municipal Complex

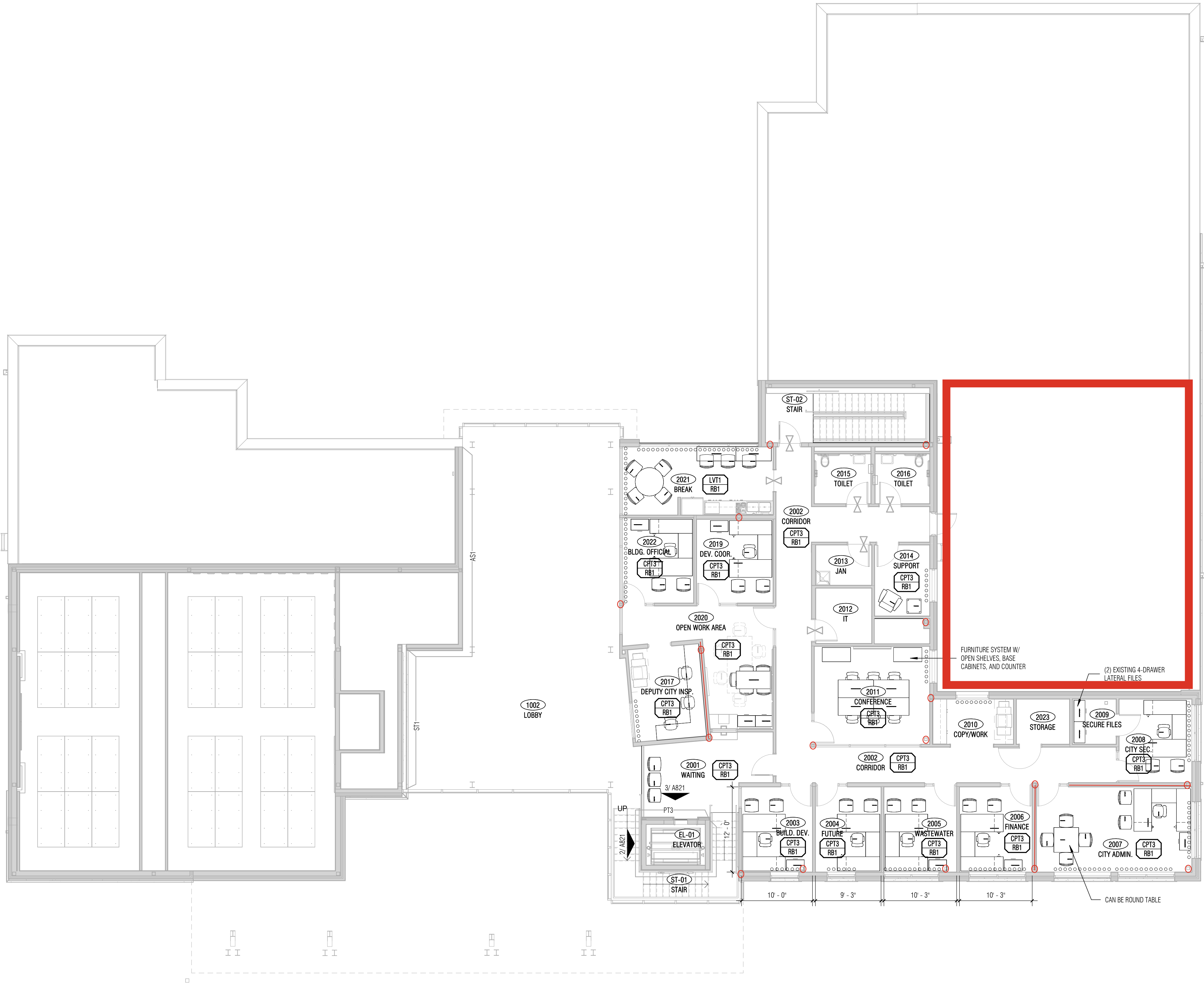
4010 Bee Cave Rd., West Lake Hills, TX 78746

HISTORY		
#	DATE	DESCRIPTION
1	04-23-2024	ADDENDUM #2

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UNDER AUTHORITY OF:
DENNY D. BOLES, AIA
TEXAS LIC. #18334
04-23-2024

LEVEL 1 - FURNITURE
PLAN

Architect: Brinkley Sargent Wiginton Architects 972.960.9970
Landscape: Coleman & Associates (512) 776-2090
Structural: Datum Engineers (512) 469-9490
MEP: ME Engineers, Inc. (713) 621-8690
Civil: Molane / Wheeler Inc. (512) 899-0601
Technology: ME Engineers, Inc. (713) 621-8690



1 LEVEL 2 - FURNITURE PLAN
SCALE: 1/8" = 1'-0"

City of West Lake Hills Municipal Complex

4010 Bee Cave Rd., West Lake Hills, TX 78746

HISTORY		
#	DATE	DESCRIPTION

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UNDER AUTHORITY OF:
DENNY D'BOLES, AIA
TEXAS LIC. #18334

LEVEL 2 - FURNITURE
PLAN

22217.00
07/28/2024

A814

Architect: Brinkley Sargent Wiginton Architects (972) 960-9970
Landscape: Coleman & Associates (512) 476-2090
Structural: Datum Engineers (512) 469-9490
MEP: ME Engineers, Inc. (713) 621-8690
Civil: Malone / Wheeler Inc. (512) 899-0601
Technology: M-E Engineers, Inc. (713) 621-8690

BRINKLEY SARGENT WIGINTONARCHITECTS

ASI #3



Owner: City of West Lake Hills

Project: City Hall - 2nd Level Buildout

Design Milestone: Rough-Order of Magnitude / Concept

Submittal Date: November 5, 2024

ITEMIZED COST DETAIL - (CONTRACTOR CONSTRUCTION & OWNER SOFT COST)

SECTION / ACTIVITY ITEMS AND/OR ASSEMBLIES	QUANTITY	UNIT	UNIT COST	SUBTOTAL OR PERCENT OF TOTAL	SECTION & ACTIVITY TOTAL
1. NEW WORK	1,700	SF	\$226.45		\$384,960
a. Stone Veneer	1,170	SF	\$40.00		\$46,800
b. Composite Concrete	17	CY	\$350.00		\$6,060
c. Structural Steel	9	TON	\$8,000.00		\$68,000
d. Metal Decking	1,700	SF	\$10.00		\$17,000
e. Wood Blocking, Sheathing, etc... Allowance	1,700	SF	\$2.00		\$3,400
f. TPO Roof	1,700	SF	\$25.00		\$42,500
g. Insulation at Roof	1,700	SF	\$10.00		\$17,000
h. Batt Insulation at Exterior Walls	1,170	SF	\$5.00		\$5,850
i. Miscellaneous Caulking and Sealants	1,700	SF	\$1.50		\$2,550
j. Hollow Metal Door	1	SF	\$2,500.00		\$2,500
k. Hollow Metal Frame	1	SF	\$1,500.00		\$1,500
l. Door Hardware	1	SF	\$1,500.00		\$1,500
m. Windows	150	SF	\$90.00		\$13,500
n. 5/8" Gypsum Board	1,800	SF	\$5.00		\$9,000
o. 6' Metal Stud , 5/8" Partition at New Exterior Wall	100	LF	\$250.00		\$25,000
p. ACT Ceiling	1,700	SF	\$10.00		\$17,000
q. Carpet Flooring	189	SY	\$45.00		\$8,500
r. Rubber Base	200	LF	\$3.00		\$600
s. Paint at Walls and Ceiling	3,500	SF	\$5.00		\$17,500
t. Fire Suppression System, Sprinkler	1,700	SF	\$6.00		\$10,200
u. HVAC - Allowance	1	EA	\$25,000.00		\$25,000
v. Switches	2	EA	\$500.00		\$1,000
w. Outlets	6	EA	\$500.00		\$3,000
x. 2x4 Light Fixtures	16	EA	\$2,500.00		\$40,000
Subtotal Construction Cost	1,700	SF	\$226.45	38.4%	\$384,960
2. Estimating / Design Contingency - 40% Applied to Subtotal	1,700	SF	\$90.58	15.4%	\$153,984
3. Contractors Contingency - 10% Applied to Subtotal	1,700	SF	\$31.70	5.4%	\$53,894
4. Bonds & Insurance - 5% Applied to Subtotal	1,700	SF	\$17.44	3.0%	\$29,642
5. General Conditions & Requirements - 15% Applied to Subtotal	1,700	SF	\$54.92	9.3%	\$93,372
6. General Contractors Fee / Profit - 10% Applied to Subtotal	1,700	SF	\$42.11	7.1%	\$71,585
7. Escalation - 6% Applied to Subtotal	1,700	SF	\$27.79	4.7%	\$47,246
8. Owner Soft Cost - 20% Applied to Subtotal	1,700	SF	\$98.20	16.7%	\$166,937
Total Project Cost	1,700	SF	\$589.19	100.0%	\$1,001,621



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>November 13, 2024</u>	Item Number:	<u>6</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u></u>
Exhibits:	<u>Proposed 3-year action plan</u>	Source of Funds:	<u></u>

Subject

Discuss and consider approval of a 3-year action plan in support of community level Firewise efforts.

Recommendation

Staff recommend approval.

Discussion

Fire Prevention is among the City Council Focus Areas identified in May 2024.

The City of West Lake Hills participates in the Firewise USA program. Progress reports to sustain our participation are submitted annually via a portal. Last year, a community wildfire risk assessment was performed. Participants from the Texas A&M Forest Service, Westlake Fire Department, and the City of West Lake Hills conducted the assessment. A copy is attached to this agenda item.

The Firewise Action Plan must be updated at least every three years. The current (2021) plan is attached to this agenda item. The priorities and components of the proposed 2024 action plan for the next three years will be discussed and the proposed 3-year plan is also attached.

Firewise renewal applications are due November 22, 2024.



FIREWISE USA®
RESIDENTS REDUCING WILDFIRE RISKS

2024



Firewise 3-Year Action Plan

CITY OF WEST LAKE HILLS

The **City of West Lake Hills, Texas (approximately 1100 households)** is located within the wildland urban interface (WUI) in Travis County. The city is served by Travis County Emergency Services District No. 9 (Westlake Fire Department). This proposed Firewise USA™ Site Community Wildfire Action Plan is consistent with the goals and recommendations of the Firewise Risk Assessment performed in 2023 by the Texas A&M Forest Service. The goal of the Plan is to continue to outreach, educate, and implement efforts to make West Lake Hills more fire resilient.

Timeline	Program	Description/Mitigation
Year 1 (2025)	Education & Outreach	1. Continue to expand and update our contact list of neighbors and increase participation in mass notification system platform 2. Implement city's participation in the State of Texas Emergency Assistance Registry (STEAR) program 3. Leverage community newsletter for appropriate Firewise messaging 4. Identify or develop on-line training, videos, and other resources to educate our residents about home hardening and fire smart landscaping 5. Establish resident leadership for each evacuation area (Chair and Vice Chair) 6. Conduct an annual neighborhood walk to assess wildfire safety progress in one-two evacuation zones. 7. Encourage residents to attend annual public safety day with emphasis on Firewise education and resources
	Home Hardening	1. Taking a home outward approach, reinforce with residents to reduce wildfire hazards found in Zone 0, the first 5 ft. around the house – establish appropriate graphics and literature to communicate these efforts. Firewise Landscaping, Firewise Plant List, Firewise Landscaping in Texas. 2. Continue to provide site assessment utilizing fire department fire prevention resources 3. Update life safety codes to 2021 and review applicable zoning and site development codes
	Fuel Reduction	1. Align vegetative debris management communications to property owners to better consider seasonal issues and oak wilt season. 2. Promote the annual supplemental green waste curbside pickup by TDS to reduce flammable vegetation 3. Continue to maintain tree canopy of public streets and city owned properties
	Evacuation Planning & Wildfire Preparedness	1. Hold an evacuation drill or simulation led by the Westlake Fire Department. 2. Review and evaluate unopened streets for supplemental emergency evacuation routes, staging equipment, and fuel reduction.

Timeline	Program	Description/Mitigation
Year 2 (2026)	Education & Outreach	1. Continue to expand and update our contact list of neighbors and increase participation in mass notification system platform 2. Maintain city's participation in the State of Texas Emergency Assistance Registry (STEAR) program 3. Convene identified community leadership in each evacuation area at least 1 meeting per year 4. Continue to leverage community newsletter for appropriate Firewise messaging 5. Update on-line training, videos, and other resources to educate our residents about home hardening and fire smart landscaping as needed 6. Conduct an annual neighborhood walk to assess wildfire safety progress in one-two evacuation zones. 7. Encourage residents to attend annual public safety day with emphasis on Firewise education and resources
	Home Hardening	1. Taking a home outward approach, reinforce with residents to reduce wildfire hazards found in Zone 0, the first 5 ft. around the house. 2. Continue to provide site assessment utilizing fire department fire prevention resources
	Fuel Reduction	1. Continue to hold and promote the annual supplemental green waste curbside pickup in our neighborhood to reduce flammable vegetation 2. Continue to maintain tree canopy of public streets and city owned properties
	Evacuation Planning & Wildfire Preparedness	1. Hold an evacuation drill or simulation led by the Westlake Fire Department. 2. Implement recommendations regarding unopened streets.

Timeline	Program	Description/Mitigation
Year 3 (2027)	Education & Outreach	1. Expand and update our contact list of neighbors and increase participation at least 2. Establish resident leadership for each evacuation area (Chair and Vice Chair) 3. Identify or develop on-line training, videos, and other resources to educate our residents about home hardening and fire smart landscaping 4. Conduct an annual neighborhood walk to assess wildfire safety progress in one-two evacuation zones. 5. Encourage residents to attend annual public safety day with emphasis on Firewise education and resources
	Home Hardening	1. Taking a home outward approach, work with residents to reduce wildfire hazards found in Zone 0, the first 5 ft. around the house – establish appropriate graphics and literature to communicate these efforts. 2. Continue to provide site assessment utilizing fire department fire prevention resources
	Fuel Reduction	1. Continue to hold and promote the annual supplemental green waste curbside pickup in our neighborhood to reduce flammable vegetation 2. Continue to maintain tree canopy of public streets and city owned properties
	Evacuation Planning & Wildfire Preparedness	1. Hold an evacuation drill or simulation led by the Westlake Fire Department. 2. Continue implementation of recommendations regarding unopened streets as needed.

Appendix:

West Lake Hills

Firewise Risk Assessment

Travis County



April 2023



Introduction

The Firewise USA[®] program is designed to provide an effective management approach for preserving wildland living aesthetics while preparing communities for wildland fire. The program can be tailored for adoption by any community or neighborhood association that is committed to ensuring its citizens maximum protection from wildland fire. The following community assessment is intended as a resource to be used by West Lake Hills leadership for creating a wildfire safety action plan. The plan developed from the information in this assessment should be implemented in a collaborative manner, and updated and modified as needed, no less than every three years.

The Firewise USA[®] program acknowledges that there are many reasons and values that lead a person to live in the wildland urban interface (WUI) and that there may be a desire for certain flammable components to exist on their property. It is important for homeowners to understand the implications of the choices they are making as they directly relate to the ignitability of their home ignition zones during a wildfire.

One of the main goals of the Firewise USA[®] program is for residents to focus on those items that they know they can control. Becoming aware of the threat wildland fire presents is the first and most important step any landowner can take. After that, making an effort to work on the items that the residents do have control over, whether big or small, will reduce the chance of home and structure loss in a wildland fire.

Assessment Process

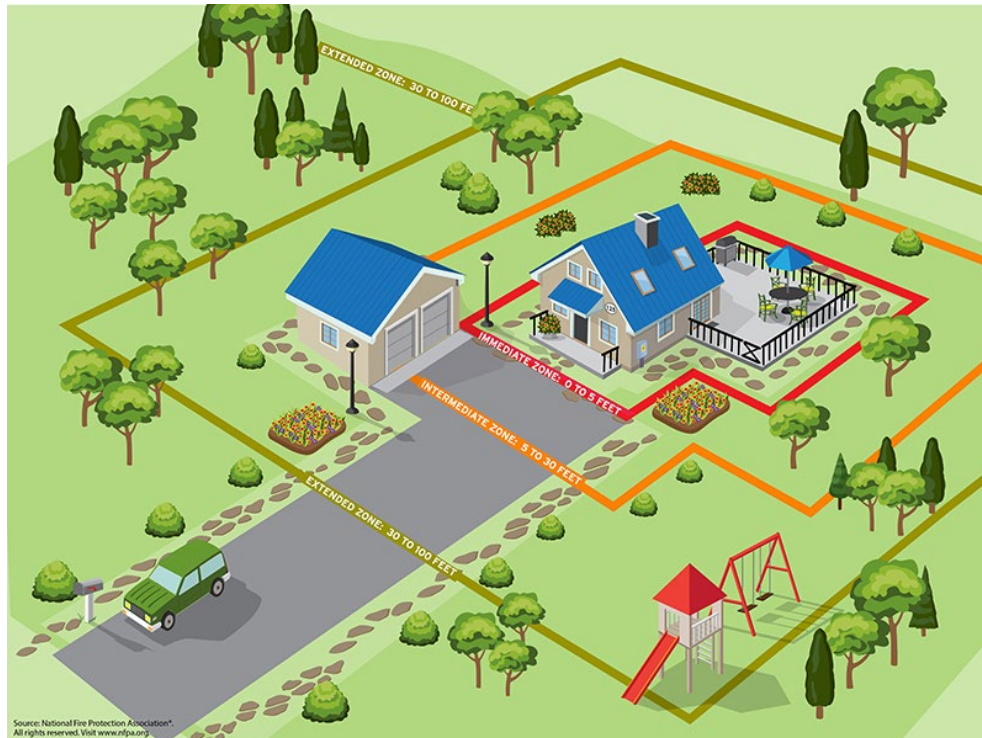
The site assessment was completed by Walter Flocke, Wildland Urban Interface Coordinator with the Texas A&M Forest Service on April 14th, 2023. Chief Michael Lacey of Westlake Fire Department and City of West Lake Hills City Administrator Trey Fletcher accompanied Walter. The site assessment included discussing local conditions, ongoing and future mitigation projects, and a drive through the city to assess structure vulnerability and broader ecological conditions.

Included in this written assessment are observations made while visiting West Lake Hills. The assessment examines the ease with which structure ignitions could occur under severe wildfire conditions and how these ignitions might be avoided within the home ignition zones of affected residences. The assessment does not focus on specific homes but examines the residential community in West Lake Hills as a whole.

West Lake Hills is in the wildland urban interface, defined as urbanized areas that abut directly with canyonlands of natural vegetation where ignitions could occur and threaten structures on those perimeters. Wildfires will happen--exclusion is not a choice. The variables in a wildfire scenario are when and where the fire will occur. The good news is that by addressing community vulnerabilities, residents will be able to substantially reduce their exposure to loss. Relatively small investments of time and effort can reap great rewards in wildfire safety.

Definition of the Home Ignition Zone

A structure burns because of its interrelationship with its immediate surroundings. To avoid a home ignition, a homeowner must prepare their structure to withstand ember attacks and minimize the likelihood of flames or surface fire touching the home or any attachments. The landscaping and construction choices made in the home ignition zone (HIZ) determines the potential for home ignition during a wildland fire. The HIZ includes a house and its immediate surroundings up to 100 to 200 feet from the foundation. The HIZ often includes other structures, highlighting the need for action to take place on a community scale, instead of through piecemeal actions.



Diverting fire's path through modification of material in the HIZ is an ongoing task that can result in avoiding home loss or damage. To accomplish this, flammable or vulnerable structural items must be modified or removed to prevent flames or embers from contacting or entering a structure. Reducing the volume of combustible material such as live and dead vegetation, and ladder fuels will affect the intensity of the wildfire as it enters the home ignition zone. The goal is to reduce the intensity of wildfire as it approaches our built environment.

Residents of West Lake Hills can reduce the risk of destruction during a wildfire by taking proactive actions within their home ignition zones. The Firewise USA[®] program offers risk reduction efforts of all complexity for homeowners to choose from when looking to reduce their chance of loss.

Description of Severe Case Wildland Fire Characteristics that Threaten the Area

Fire intensity and spread rate depend on the fuel type and condition (live or dead, moisture content, etc.), the weather conditions prior to and during ignition, and the topography. Generally, the following relationships hold between wildfire behavior and the fuel, weather and topography.

- Fine fuels, defined as fuel with a diameter less than 1/4in (ex. grasses, needles, twigs), ignite more easily and spread faster with higher intensities than coarser fuels, generally fuels greater than 1/4in in diameter (ex. large branches, logs, shrubs). For a given fuel, the more there is and the more continuous it is, the faster the fire spreads and the higher the intensities. Fine fuels take a shorter time to burn out than coarser fuels.
- The weather conditions affect the moisture content of the dead and live vegetative fuels. Dead fine fuel moisture content is highly dependent on the relative humidity and the degree of sun exposure. The lower the relative humidity and the greater the sun exposure, the lower will be the fuel moisture content. Lower fuel moisture produces higher spread rates and fire intensities.
- Wind speed significantly influences the rate of fire spread and fire intensity. The higher the wind speed, the greater the spread rate and intensity.
- Topography influences fire behavior principally by the steepness of the slope. However, the configuration of the terrain such as narrow draws, saddles and so forth can influence fire spread and intensity. In general, the steeper the slope, the higher the uphill fire spread and intensity.

Anticipated wildfires in the Hill Country region of Texas are expected to be driven by the combination of high wind speeds, low relative humidity, and long periods of time with elevated temperatures. The combination of these weather characteristics with dry fuels such as grasses, shrubs, and trees, especially those in close proximity to a house, can often lead to structure loss. Due to the rugged terrain common in this area, access for structural and wildland firefighters is often an issue. Fire in the hill country can be expected to move quickly uphill in vegetated canyons and will often have unpredictable movement due to shifting wind patterns manipulated by changing topography.

Embers are another characteristic of a wildfire that are not often considered by homeowners. Embers are small burning pieces of vegetation or wood that are carried by the wind ahead of a wildfire. An ember shower can be carried over a mile away from a wildfire and creates spot fires, which ignite vegetation on the roof, gutters, garden beds, and enter vents. Ember showers lead to structure loss even if the wildfire is not within the boundaries of the neighborhood. Wildfire researchers know that embers are the leading cause of home loss in a wildfire based on postfire assessments.

Site Description

The City of West Lake Hills, Texas is an incorporated community to the west of Downtown Austin in Central Travis County. The enclave city is surrounded by the jurisdictional limits of the city of Austin as well as the city of Rollingwood.

According to the 2020 U.S. Census, the population of West Lake Hills is 3,444 residents in 1,193 households. Development is primarily single-family residential and vary from modern architecture to mid-century ranch style homes. Most homes sit on lots between a half-acre, to up

[illegible]

Roadways are all paved surfaced, clearly marked and accessible. Many driveways are too steep or too narrow for large fire truck access or turn around, and in the case of an

Initial Observations and Recommendations

Most of the structures observed are built with fire-resistant roofing materials, including metal, composite shingle, and clay tile. Most roofs do have mature tree canopy partially covering them. In Texas, leaves drop twice a year depending on the species. Live oaks drop leaves in the spring while deciduous trees drop leaves in the fall. This means for most areas that cleaning gutters and eaves should be done at least twice a year depending on the species around a home. Leaf cast accumulation in gutters, roofline valleys, and on porches are common ignition points for a embers, where enough fuel is available to potentially ignite a structure.

Page 47 of 121

There are also many characteristics of the site that residents are unable to change:

- Topographical features such as slopes, canyons, and chimneys that can increase rate of spread and flame length.
- Predominate vegetation characteristics across the city as a whole.
- Infrastructure such as roadways and utility line rights-of-way.

The Immediate Zone of the HIZ includes the structure itself and the area within 5 feet surrounding it. This is the most important area in which to take immediate action as it is the most vulnerable to embers and where even small flames can come into direct contact with the structure. Both research and firefighters' first-hand accounts tell us that a well-prepared Immediate Zone makes the biggest difference in home survivability and first responder safety.

Home ignition zones in West Lake Hills vary from native shade tolerant plants to turf grass lawns, or xeriscape landscaping. In the photo below, maintenance of overgrowth of vegetation has not been done for at least a few growing seasons and fuel has accumulated around the structure, creating a continuous pathway for surface fire from natural vegetation to the structure. A low-cost mitigation strategy to reduce risk of this home would be to remove all leaves of debris in the first 5 feet and prune up the yaupon into single stemmed trees in the 5–30-foot zone.



Many homes in West Lake hills have wooden porches or balconies. These areas are of high importance for maintenance. It is recommended to keep porches and the area below them clean of leaf debris that can harbor an ember fire. Firewood should be kept 30 feet from a structure when not actively being used, and potted vegetation should be kept live and healthy. Patio furniture and other appliances on porch areas should also be treated as a possible fuel in a wildfire. Store patio furniture pillows inside when not in use, and during times of high fire danger move flammable items such as gardening, and home improvement supplies to a garage. Remember that porches are a part of the structure, and the home ignition zone begins at the boundary of these attachments, not just the home.

It is important to pay attention to bushes planted around a structure's foundation. If these shrubs are not maintained by annual pruning to remove dead growth and keep growth from touching the structure, they can act as ladder fuel. It is recommended to have all shrubs or trees at least 5 feet from a structure to provide the best chance of structure survival. Ladder fuels function as a stepping on point where a low-intensity surface fire can climb vertically in a receptive fuel bed. The higher off the ground a fire is, the more risk to the structure and first responders. Ladder fuels include anything flammable growing or stored under another flammable objects. Spare

lumber and firewood often act as ladder fuels when stored under wooden porches or near sheds much like how shrubs and small trees do the same when under or near mature canopies and near eaves, wooden fences, etc. When choosing a new ornamental shrub consider something with less dense branching patterns. Keep shrubs healthy, pruned, and away from vulnerable spots in structures like windows and vents that could fail under high heat or allow embers into a structure.

“Limbing up” vegetative ladder fuel around a house is a great way to keep the yard attractive and also reduce the risk of a surface fire being able to climb into the canopy. Note in the photo to the right, the property owner has taken positive action by keeping mature native trees in place, but also maintained the understory to reduce ladder fuels. Keeping vegetation healthy, properly pruned, and removing dead vegetation and old leaves on or near a house, is a great way to keep your yard “lean, clean, and green.” Decreasing the competition for space and resources such as water and nutrients helps the remaining vegetation in the long run.



Most all residential structures observed have a mature shaded tree overstory. National recommendations for tree spacing require that no tree limbs are within 10-feet of a house, and while that is a great way of decreasing the potential for a crown fire to spread to the structure, this is usually not a desirable course of action for owners and is often not necessary with no flammable ladder materials to carry fire into the crown of trees in maintained yards. As



mentioned above, flammable material under the mature crown should be reduced in height or removed, the debris the mature tree creates should be cleared from the roof and not allowed to gather around the base of the structure and it's wooden attachments (especially during high fire

danger), and the crowns of mature trees should be isolated from other stands of mature trees. In the example to the right, the home is near multiple mature oak trees that are valuable additions, ecologically, to the landscape. From a wildfire perspective, the main risk presents itself in the debris dropped which gathers on the roofline or the landscaped beds along the structure. The potential for the crown to become involved if the vegetation below ignites is highly unlikely due to absence of ladder fuels.

For more information on ways residents in West Lake Hills can reduce risk of fires with proper tree care, visit the Austin Energy website: <https://austinenergy.com/residential/residential-services/tree-trimming>

Using non-combustible material around structures and access roads provides a buffer where a surface fire cannot continue horizontally. Substituting mulch with rock landscaping in the immediate zone reduces continuity of surface fuels and keeps embers from igniting fuels adjacent to a structure's foundation. The wooden fence shown here could carry fire from the natural surroundings toward structures, however it becomes a fire-resistant metal fence before reaching the structure, mitigating this risk.



The highest risk of WUI fire impacting the community lies along its boundary with the Wild Basin Preserve. Homes along this area should take highest priority for further assessment and for ensuring home hardening techniques to withstand the rare possibility of a wildfire moving from Wild Basin into West Lake Hills. While Firewise USA outlines actionable items to the individual homeowner, identifying collaborative efforts with outside neighboring properties is encouraged.

These examples are not intended to cover all potential considerations leadership should be aware of when moving forward with the Firewise USA™ program. The immediate zone, vegetation management, fire resistant landscaping, and evacuation routes are simply items that were noted during the onsite assessment.

Successful Wildfire Resilience Modifications

The Firewise USA™ program seeks to create a sustainable balance that will allow communities to live safely while maintaining environmental harmony in a WUI setting. Homeowners already balance their decisions about fire protection measures against their desire for certain flammable components on their properties. It is important for them to understand the implications of the choices they are making. These choices directly relate to the ignitability of the home ignition zones during a wildfire.

When adequately prepared, a house can likely withstand a wildfire without the intervention of the fire service. Further, a house and its surrounding community can be both wildfire resilient and compatible with the area's ecosystem. The Firewise USA® program is designed to enable communities to achieve a high level of protection against WUI fire loss even as a sustainable ecosystem balance is maintained.

Communities must focus attention on the home ignition zone and eliminate a step in the fire's potential relationship with the house. This can be accomplished by disconnecting the house from high and/or low-intensity fire that could occur around it. Combining fire-resistant construction with fire-resistant landscaping will increase the probability of surviving a wildfire. Solutions to "harden a home" from a wildfire include:

- Using noncombustible roofing, siding, fencing, and decking materials.
- Installing metal screens over vents and underneath decks to reduce the chance of embers entering the structure or finding receptive beds of material to slowly build up heat.
- Installing double-paned or tempered glass windows with metal frames when replacing older windows.
- Boxing in eaves with non-combustible material.
- Installing metal gutters and gutter guards to reduce the build-up of flammable material.

Next, residents should work to follow fire resistant landscaping principles. This means cleaning out plant beds near their homes, removing flammable materials such as mulch, dead leaves, and needles. In addition, plants within the immediate zone are recommended to be pruned back, especially beneath windows and other higher risk points, such as near wooden structures or when touching the house directly. Ladder fuels should be removed or trimmed so that fire cannot reach the crowns of trees. It is recommended that trees be pruned up six to ten feet from the ground; shorter trees should not exceed 1/3 of the overall tree height. Visit <https://agrillife.org/treecarekit/planting-tree-maintenance/how-to-prune-a-tree/> for more details on tree pruning.

For more examples of proper principles, please visit [Firewise.org](https://www.firewise.org).

Next Steps & Final Thoughts

For more information on the HIZ topic visit <https://tfsweb.tamu.edu/ProtectYourHome/>

For an interactive, virtual course, register at <https://www.nfpa.org/wildfirepreparedness> for "Reducing Wildfire Risk to Property: Protecting Your Home or Business" a free, 1-hour session.

After reviewing the contents of this assessment and its recommendations, the West Lake Hills Firewise Board will determine whether it wishes to continue seeking Firewise USA® recognition.

If the site assessment and recommendations are accepted and recognition will be sought, the West Lake Hills Firewise Board will continue to create agreed-upon, area-specific solutions to the recommendations and update their written action plan every three years-

Assuming the assessment area seeks to achieve national Firewise USA® recognition status, it will integrate the following standards into its continued plan of action:

1. Maintain a local Firewise board comprised of residents and other applicable stakeholders. This group will collaborate on developing the site's risk reduction priorities, develop a multi-year action plan based on the risk assessment, and oversee the completion of the annual renewal requirements needed to retain an "in good standing" status. Action plans are a prioritized list of risk reduction projects/investments for the participating site, along with suggested homeowner actions and education activities that participants will strive to complete annually or over a period of multiple years. Action plans are developed by the board and need updating at least every three years.
2. At a minimum, each site is required to invest the equivalent of one volunteer hour (currently \$29.95) per dwelling unit in wildfire risk reduction actions annually (the rate is based on the 2023 annual National Hourly Volunteer Rate, which is updated every year in April when the new amount is published). Qualifying expenditures include contractor costs, rental equipment, volunteer hours, etc. Residents completing select home modifications, along with any qualifying work performed at their home and in the adjacent home ignition zones can contribute related hours and/or costs towards meeting the site's collective investment amount.
3. Each participating site is required to have a minimum of one wildfire risk reduction educational outreach event or related activity annually.
4. Every year participating sites must submit an annual renewal to maintain their "In Good Standing" status. The annual renewal application can be accessed through the Firewise USA™ online management portal (<http://portal.firewise.org/>).

West Lake Hills Firewise Action Plan

November 13, 2024



Firewise USA

- Organize it
- Plan it
- Do it
- Tell us about it
- *Repeat the cycle*



2021 Action Plan

- Hazardous Fuels Reduction Project(s)
- Semi-Annual Brush Pickup
- Right of Way Cleanup
- Treatment of Structural Ignitability – Public Education and Outreach
 - Mailings, community messages, social media utilization
 - Proclamations
 - NNO and July 4th Community Events
 - Open house at fire station
 - Home Assessments



2021 Action Plan

- Emergency Facilities / Equipment Enhancement
- Emergency Response, Evacuation and Wildfire Response Plan
- Enhancement of Utilities and Infrastructure
 - Underground Utilities
 - Water Improvements
 - Planning Commitments by the City of West Lake Hills
 - Biomass / Utilization
- Timetable
 - Media Releases
 - Tracking of Progress / Fire Planning Checklist
 - Firewise Days



2024 Action Plan

- Requirements – Organization
 - Create a volunteer board or committee to represent your community with a designated resident leader as the point of contact. This can be easily done with access to a Homeowners Association (HOA) or similar local group.



2023 Risk Assessment

- Requirement – Plan It
- Risk Assessment required at least every 5 years
- Basis for three-year action plan

West Lake Hills

Firewise Risk Assessment

Travis County



April 2023



2023 Risk Assessment

- Initial Observations and Recommendations
 - Fire resiliency based on overall age and upkeep
 - Most structures have fire-resistant roofing materials
 - Most roofs have mature tree canopy overhanging
 - Leaf drop 2x / year (gutters, eaves, ground)

West Lake Hills

Firewise Risk Assessment

Travis County



April 2023



2023 Risk Assessment

- Initial Observations and Recommendations
 - The immediate zone of the home ignition zone (HIZ) is building and within 5'
 - HIZs vary in WLH, home survivability and first responder safety
 - Homeowner education:
 - A low-cost mitigation strategy to reduce risk of this home would be to remove all leaves of debris in the first 5 feet and prune up the yaupon into single stemmed trees in the 5–30-foot zone.
 - Keep porches and area below them free of debris
 - Firewood kept 30' from structure
 - Reduce plantings within 5 feet of structure

West Lake Hills

Firewise Risk Assessment

Travis County



April 2023



2023 Risk Assessment

- Initial Observations and Recommendations
 - Homeowner Education
 - Limbing up vegetative ladder fuel
 - Keeping vegetation healthy, properly pruned, and removing dead vegetation
 - National recommendations for tree spacing require that no tree limbs are within 10-feet of a house
 - focus attention on the home ignition zone and eliminate a step in the fire's potential relationship with the house
 - residents should work to follow fire resistant landscaping principles.

West Lake Hills

Firewise Risk Assessment

Travis County



April 2023



2024 Action Plan

- Action plans are:
 - a prioritized list of risk reduction projects/investments for the participating site,
 - along with suggested homeowner actions and
 - education activities that participants will strive to complete annually or over a period of multiple years.
- Action plans are developed by the *board* and need updating at least every three years



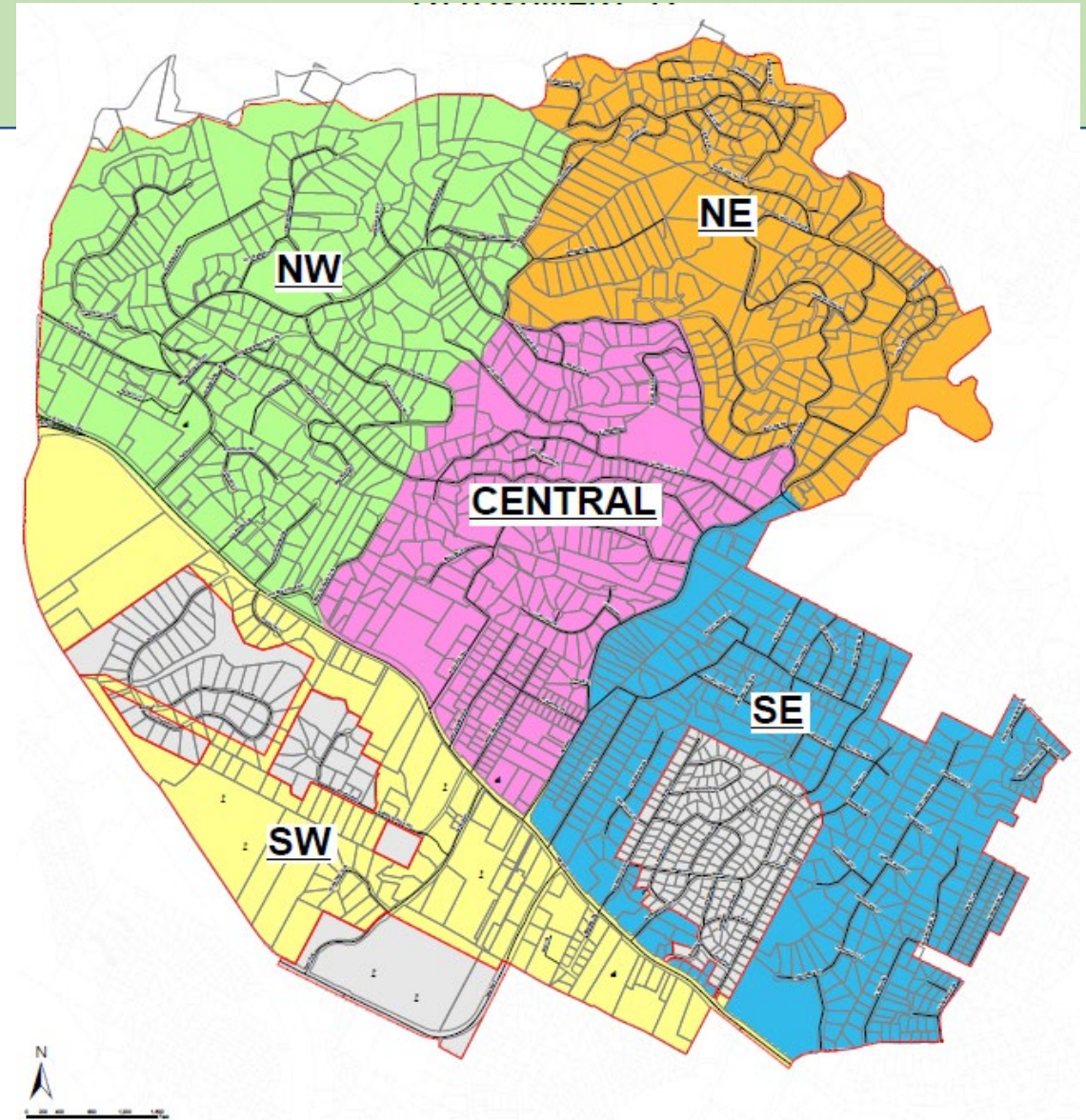
2024 Action Plan

- Each site required to invest the equivalent of one volunteer hours per dwelling unit in wildfire risk reduction actions annually
- Each participating site is required to have a minimum of one wildfire risk reduction educational outreach event or related activity annually
- Annually submit annual renewal to maintain “in good standing” status



2024 Action Plan

- Action plans are broken down by year:
 - a prioritized list of risk reduction projects/investments for the participating site,
 - along with suggested homeowner actions and
 - education activities that participants will strive to complete annually or over a period of multiple years.
- Action plans are developed by the *board* and need updating at least every three years



2024 Action Plan

- Years 1 – 3 (2025-2027)
 - Education & Outreach
 - Home Hardening
 - Fuel Reduction
 - Evacuation Planning & Wildfire Preparedness



2024 Action Plan

- Years 1 (2025)
 - Education & Outreach
 - Mass notification and STEAR rollout
 - Leverage communication channels
 - Establish community leaders per evacuation zone
 - Annual walks with leaders in 1-2 areas
 - Public Safety to expand Firewise education and resources
 - Home Hardening
 - Fuel Reduction
 - Evacuation Planning & Wildfire Preparedness



2024 Action Plan

- Years 1 (2025)
 - Education & Outreach
 - Home Hardening
 - Home outward approach, 0-5'
 - Appropriate landscape materials
 - Site assessments by ESD 9
 - Update life safety codes to 2021
 - Fuel Reduction
 - Evacuation Planning & Wildfire Preparedness



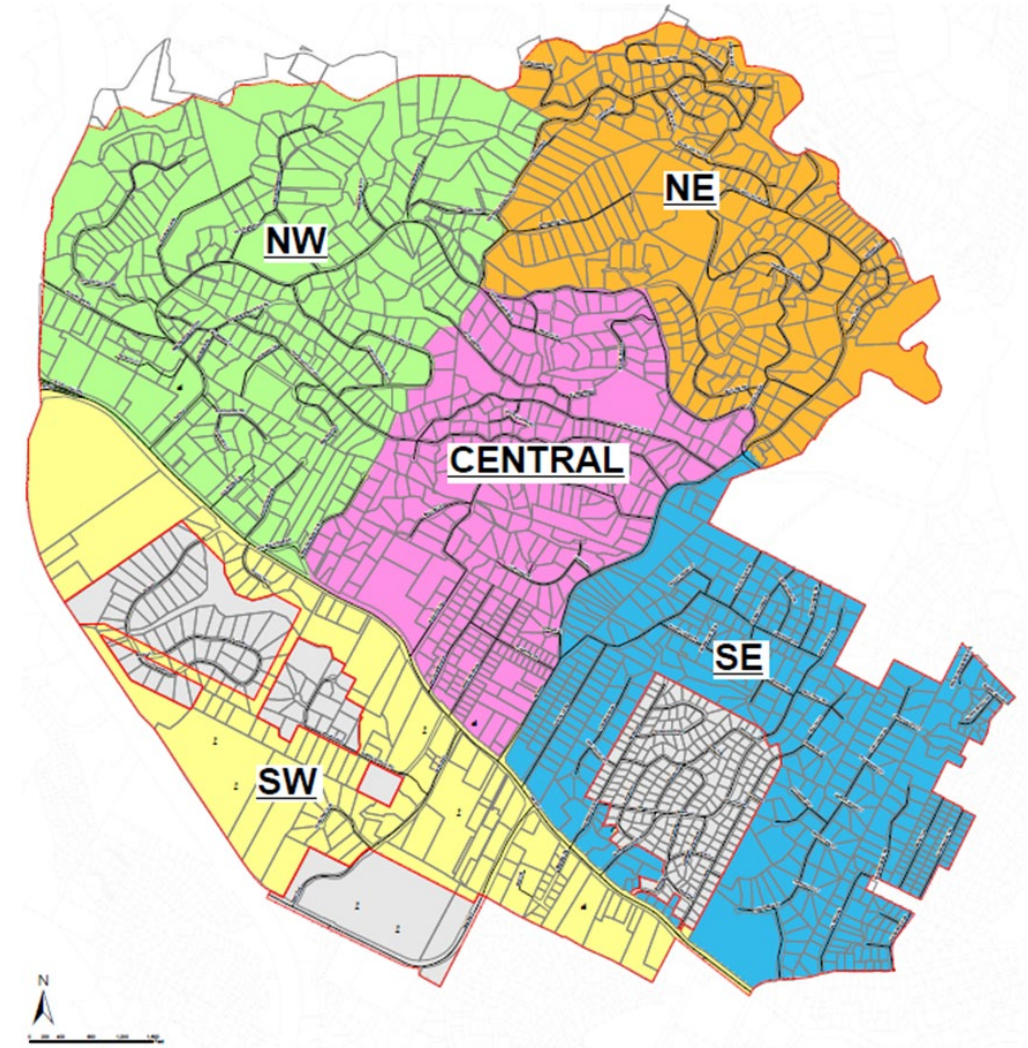
2024 Action Plan

- Years 1 (2025)
 - Education & Outreach
 - Home Hardening
 - Fuel Reduction
 - Restructure vegetative debris notification / expectations
 - Annual supplemental green waste collection
 - Tree canopy maintenance in ROW
 - Management of city owned properties (limbing up, removal of debris)
 - Evacuation Planning & Wildfire Preparedness



2024 Action Plan

- Years 1 (2025)
 - Education & Outreach
 - Home Hardening
 - Fuel Reduction
 - Evacuation Planning & Wildfire Preparedness
 - Evacuation drill or simulation
 - Review / evaluate unopened streets for supplemental emergency evacuation routes, staging equipment, and fuel reduction.



West Lake Hills Firewise Action Plan

November 13, 2024





City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>November 13, 2024</u>	Item Number:	<u>9</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u>n/a</u>
Exhibits:	<u>Agreement</u>	Source of Funds:	<u>n/a</u>

Subject

Discussion and possible action to approve and authorize the execution of a Trust Agreement in Lieu of Performance Bond between Jaff Ventures, LLC, International Bank of Commerce, and the City of West Lake Hills.

Recommendation

Approval.

Discussion

The proposed trust agreement is consistent with the obligations of the Agreed Order (September 16, 2024), specifically item 76 in which Jaffe agrees...to provide for security to the City in the amount of \$2.5 million dollars. The agreement has been reviewed and approved to form by the City Attorney and counsel representing the City in this matter.

TRUST AGREEMENT
IN LIEU OF PERFORMANCE BOND

This agreement is between Jaff Ventures, LLC ("Jaffe"), International Bank of Commerce, "Trustee", and the City of West Lake Hills, Texas (the "City"). Jaffe has deposited (or herewith deposits) with the International Bank of Commerce - 130 E. Travis, San Antonio, Texas 78205, the sum of \$2,500,000.00 for the purpose of complying with the Agreed Order on Amendment and Extension of Temporary Injunction signed September 16, 2024 (the "Agreed Order") attached hereto as EXHIBIT A, more particularly described as follows:

1. This Agreement incorporates by reference all definitions and provisions in the Agreed Order. Paragraph 76 of the Agreed Order requires Jaffe to provide security in the amount of 2.5 million dollars (\$2,500,000) in one of the following forms (the "Security"):
 - a. A bond from a bonding company rated A++ by A.M. Best Company providing that in the event Jaffe fails to comply with any requirement of this Order, the bond is payable to the City.
 - b. Cash payment to the City to be deposited and held by the City in an interest bearing account of the City's choosing.
2. The City agrees to accept this Trust Agreement as substitute Security under the Agreed Order.
3. Any of the following events, either singularly or in combination, shall constitute a "Material Breach" of the Agreed Order: a) Jaffe fails timely submit a Concept Site Plan; b) Jaffe fails to timely submit a Site Plan for Completeness Check; c) Jaffe fails to satisfy the City Engineer's comments on the Site Plan within three cycles of submittal and review; d) the Final Site Plan is not approved following review by the City Engineer and the City Council as provided in this order; or e) the City Engineer determines that Jaffe's performance of Construction Activities according to the Construction Schedules is delayed by 25% or more and the City Engineer and Jaffe's Contractors are unable to agree on a revised Construction Schedule. In the event a Material Breach occurs as determined by the City Engineer and following written notice to Jaffe identifying the specific failures of Jaffe to meet the requirements of the Agreed Order, Jaffe agrees that the City shall be entitled to any and all of the following remedies: (a) order that Jaffe stop all work; (b) cancel Jaffe's certificate of occupancy for the Property and evict all residents of the Property if the City Engineer determines there is a risk to the health and safety of the occupants of the Property; (c) receive 100% of the Security (d) retain contractors to enter the Property to complete any and all construction activities that the City Engineer deems appropriate; (e) use the Security

to pay for all such contractors and other expenses; and (f) recover all additional costs incurred for retaining such contractors to perform any construction activities. In the event the City decides to proceed with any of the foregoing actions and remedies set forth in this paragraph, all professional work product prepared for the Project to date shall be assigned to and provided to the City and all materials onsite will become property of the City. The City Engineer has complete discretion to determine reasonable and necessary Construction Activities to be performed as well as distributions of the Security. In the exercise of any remedies under this Agreement, the City and the City Engineer owe no duties to Jaffe with regard to the Property. The City agrees to return to Jaffe any remaining Security, including accrued interest, if any, after all construction activities are completed.

4. In the event the City notifies the Trustee that a Material Breach has occurred, the Trustee agrees to pay 100% of the Security, up to 2.5 million dollars (\$2,500,000.00), to the City as directed solely by the City Engineer. Upon payment of the entire Security to the City, Trustee will have discharged its obligations under this Agreement.

5. In the event that the City Engineer certifies to Trustee that Jaffe has completed all Construction Activities required by the Agreed Order and the Final Site Plan, then Trustee may pay 2.5 million dollars (\$2,500,000) to Jaffe and be discharged of its obligations under this Agreement.

DJ Jaff
Jaff Ventures, LLC
By: Douglas Jaff
Title: _____

Date of Execution: 10/22/24

[Signature]
Trustee – International Bank of
Commerce
By: Bernardo de la Garza
Title: EVp.

Date of Execution: 10/18/24

City of West Lake Hills
By: _____
Title: _____

Date of Execution: _____

Exhibit A

CAUSE NO. D-1-GN-23-002088

CITY OF WEST LAKE HILLS, TEXAS	§	IN THE DISTRICT COURT OF
<i>Plaintiff</i>	§	
	§	
v.	§	261 st JUDICIAL DISTRICT
	§	
JAFF VENTURES, LLC and	§	
DOUGLASS JAFFE, III,	§	
<i>Defendants</i>	§	TRAVIS COUNTY, TEXAS

**AGREED ORDER ON AMENDMENT AND EXTENSION OF TEMPORARY
INJUNCTION**

Came on for consideration Agreed Order on Amendment and Extension of Temporary Injunction submitted by the parties. Having considered the evidence presented, contents of the file, and the agreement of the parties the Court concludes that the order should be granted as set forth in this agreed order. It is therefore ordered, adjudged, and decreed as follows:

Definitions: The following are defined terms to be used in this Order.

“City” means the City of West Lake Hills.

“City Code” means the City of West Lake Hills Code of Ordinances. Authenticated excerpts of the City Code are attached as Exhibit 6 to the Plaintiff’s Original Petition, Request for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction, which the Court accepts and takes judicial notice of pursuant to Local Government Code § 53.006.

“Property” means the real property owned and/or occupied by Jaffe with the street address of 1405 Wildcat Hollow, West Lake Hills, Texas, with a real property description of Lot 1, K&J P Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 91, Page 389, of the Plat Records of Travis County, Texas.

“Project” means structural erection, construction, earthwork, landscaping, and all other alterations or improvements performed on the Property by Jaffe.

“Construction Activities” include permitting, structural erection, construction, earthwork, retaining walls, drainage diversion, landscaping, and all other forms of real property alteration or improvement.

“Jaffe” refers collectively to Defendants Jaff Ventures, LLC and Douglass Jaffe, III.

“Jaffe’s Contractors” refers to Dick Clark + Associates, Malone & Wheeler, Structures, TBG Partners, Square One Consultants, or any other contractor engaged by Jaffe to advise on Construction Activities.

“Temporary Injunction” means the ORDER GRANTING PLAINTIFF’S APPLICATION FOR TEMPORARY INJUNCTION signed by the Honorable Jessica Mangrum on January 23, 2024.

“Retaining Wall” refers to the steel retaining wall on the Property on the south side of the house. Plaintiff’s Exhibit 35 from the Temporary Injunction hearing is a photograph of the Retaining Wall. A copy of Exhibit 35 is attached hereto as **Attachment A** for reference.

“Retaining Wall Permit” refers to the permit issued by the City to Jaffe on or about May 29, 2024 to modify the existing Retaining Wall on the Property.

“Phase II Building” means the structure adjacent to the house on Property that is visible in the photographs in Plaintiff’s Exhibits 39 and 40 from the Temporary Injunction hearing. The Phase II Building is shown on Page A0.3 of Plaintiff’s Exhibit 45 from the Temporary Injunction hearing and is marked on that page with the words “PHASE II 2759 SQ FT IMPERVIOUS COVER.” A copy of Page A0.3 from Exhibit 45 is attached hereto as **Attachment B** and incorporated by reference.

“Agreed TI” means the Agreed Temporary Injunction file marked April 30, 2021 in *City of West Lake Hills v. Jaff Ventures, LLC, Douglass Jaffe III, and 1405 Wild Cat Hollow, West Lake Hills, Texas, in rem*, Cause No. 2019-03-28-01 in the Municipal Court of Record NO. 1 of the City of West Lake Hills. Plaintiff’s Exhibit 55 from the Temporary Injunction hearing is copy of the Agreed TI. The Agreed TI is attached hereto as **Attachment C** and incorporated by reference.

“Settlement Agreement” means the settlement agreement between Jaffe and the City signed on November 11, 2020. A copy of the Settlement Agreement is attached as Exhibit 1 to the Agreed TI.

“Master Plan” means the drawings and plans labeled “2020 Litigation Settlement Plan” dated January 6, 2021 submitted by Jaffe to the City pursuant to the Settlement Agreement. Plaintiff’s Exhibit 66 is a copy of the Master Plan. The Master Plan is attached hereto as **Attachment D** and incorporated by reference.

“December 2018 Grade” means the gradient of the Property as shown in the survey attached to the Agreed TI and bearing Bates Label CITY_007834 and as modified in the Master Plan. The survey is also in the hearing record at Plaintiff’s Exhibit 83, bearing Bates Label CITY_004926. The December 2018 Grade may also be modified upon the express approval of the City Engineer.

“City Engineer” means Matthew Heringer and the firm of Walter P. Moore and Associates, Inc.

General Findings and Conclusions. Based on the evidence and the agreement of the parties, the Court finds and concludes as follows:

1. For several years, Jaffe has engaged in various Construction Activities on the Property.

2. Although Jaffe has applied for and received some permits for Construction Activities for the Project on the Property, Jaffe has frequently engaged in Construction Activities on the Property without applying for or receiving permits required by the City Code.
3. Although Jaffe has obtained and followed architectural and/or engineering plans for some Construction Activities for the Project, Jaffe has frequently engaged in Construction Activities on the Property without obtaining architectural or engineering plans or submitting such plans to the City as required by the City Code.
4. The City has repeatedly notified Jaffe that engaging in Construction Activities without submitting plans, without submitting a permit application, and without obtaining a building permit is a violation of City Code.
5. Such notices include but are not limited to: a) repeatedly issuing citations and stop work orders; b) repeatedly filing lawsuits against Jaffe; c) repeatedly obtaining temporary restraining orders and temporary injunctions against Jaffe; and d) oral and written notifications.
6. Jaffe has agreed to more than one agreed court order restricting Construction Activities on the Property and then proceeded to engage in Construction Activities in violation of such agreed court order.
7. Jaffe is bound by the Settlement Agreement which he signed on November 11, 2020.
8. Jaffe submitted the Master Plan as provided for in the Settlement Agreement, which was approved by the City in March of 2021.
9. Jaffe is bound by the Agreed TI, which incorporates the provisions of the Settlement Agreement and the Master Plan.
10. Jaffe is bound by the Temporary Injunction.

11. The Settlement Agreement and the Agreed TI require Jaffe to return the Property to the December 2018 Grade as reflected in the drawings and plans in the Master Plan within 10 months of approval of the Master Plan, or January of 2022.
12. Jaffe did not comply with the requirement to return the Property to the December 2018 Grade as provided by the Settlement Agreement, the Agreed TI, and the Master Plan.
13. Instead of complying with the Settlement Agreement, the Agreed TI, and the Master Plan, Jaffe has continued to engage in Construction Activities on the Property contrary to the Settlement Agreement, the Agreed TI, and the Master Plan without permits required by the City Code.
14. Jaffe failed to comply with the deadline to demolish and remove the Retaining Wall as set forth in paragraph 47 of the Temporary Injunction and the deadline to demolish and remove the Phase II Building as set forth in paragraph 48 of the Temporary Injunction.
15. Jaffe has not restored the Property to the December 2018 Grade or planted 400 caliper inches of trees as set forth in paragraphs 49 and 50 of the Temporary Injunction and the ability to realistically accomplish either obligation according to the Temporary Injunction deadline is doubtful.
16. The goal of a temporary injunction is to preserve the status quo, and the status quo in this context is the last actual, peaceable, uncontested state of affairs that preceded the pending controversy.
17. The last actual, peaceable, uncontested state of affairs that preceded the pending controversy is the approval of the Master Plan by the City as provided for in the Settlement Agreement and the Agreed TI.
18. The status quo for a Temporary Injunction cannot be a state that allows a party to continue violating the law or an agreed court order.

19. Allowing Jaffe to maintain unpermitted structures on the Property in violation of City Code, the Settlement Agreement, and the Agreed TI is not an appropriate status quo for a temporary injunction.
20. The general or common law elements for a temporary injunction do not apply to an injunction for violation of municipal ordinance or other law.
21. Where the facts definitively indicate that a party is in violation of the law, the trial court loses its discretion and must enjoin the violation.
22. Proof of a violation of an ordinance alone establishes a sufficient case for injunctive relief.
23. The Court is authorized to grant temporary injunctive relief in this proceeding by Local Government Code §§ 54.012(1), (2), (3), (4); § 54.016; § 54.018; and/or § 211.012; by City Code § 38.05.063; and/or by the Settlement Agreement and Agreed TI.
24. The evidence establishes that: a) Jaffe has repeatedly engaged in Construction Activities in violation of City Code; b) the Project and improvements on the Property currently are in violation of City Code, the Settlement Agreement, and the Agreed TI; and c) in the absence of the injunctive relief granted in this order, Jaffe will continue to engage in Construction Activities in violation of City Code, the Settlement Agreement, and the Agreed TI.
25. Neither waiver nor estoppel apply to the City's enforcement of City Code, the Settlement Agreement, or the Agreed TI because the circumstances do not clearly demand the application of waiver or estoppel to prevent manifest injustice and because applying waiver or estoppel would impair a governmental function.
26. The City is not required to post bond for this temporary injunction because the requirement of bond is statutorily waived by Tex. Civ. Prac. & Rem. Code § 6.002. *Sienna Ranch Invs., LLC*

v. Waller Indep. Sch. Dist., No. 14-20-00241-CV, 2021 Tex. App. LEXIS 6191, at *16-18 (Tex. App.—Houston [14th Dist.] Aug. 3, 2021, no pet.) (mem. op.).

27. The Court finds that the parties have been engaged in submitting and approving plans to accomplish aspects of the Temporary Injunction and engaged in design, submittal and approval of a site plan that will guide Construction Activities on the Project going forward and toward an anticipated completion deadline.

Specific Findings and Conclusions – Retaining Wall. Based on the evidence and the agreement of the parties, the Court finds and concludes as follows with regard to the Retaining Wall:

28. The Retaining Wall was constructed without engineering plans or a permit as required by City Code.

29. The Retaining Wall is not constructed in accordance with sound engineering practices and is at risk of failure, which poses a substantial danger of injury or adverse health impact on persons and property of persons other than Jaffe.

30. The Retaining Wall constitutes a nuisance under City Code.

31. The Retaining Wall must be removed to abate the nuisance and substantial danger of injury or adverse health impact on persons and property of persons other than Jaffe.

32. The Settlement Agreement and the Agreed TI required that the Retaining Wall be removed by January of 2022 to return the Property to the December 2018 Grade as shown in the Master Plan.

33. Jaffe's failure to remove the Retaining Wall constitutes a violation of City Code, the Settlement Agreement, the Agreed TI, and the Temporary Injunction.

34. The Retaining Wall must be removed to restore the status quo.

35. The Retaining Wall must be removed to comply with the Temporary Injunction.

36. Jaffe has been preparing plans and meeting with the City and the City Engineer concerning plans to remove and/or modify the Retaining Wall.

37. On March 22, 2024, Jaffe submitted an application for a permit and coordinated drawings sets of Architectural and Structural Engineering to remove and address the Retaining Wall.

38. On March 28, 2024, Jaffe retained Square One Consultants to oversee construction of the Retaining Wall modifications.

39. Jaffe, the City, and the City Engineer have met several times to review, comment on, and respond to Jaffe's application for a permit concerning the Retaining Wall .

40. On May 29, 2024, the City issued the Retaining Wall Permit to modify the existing Retaining Wall.

41. Jaffe has begun, but not completed, work on demolition, modification, and removal of the Retaining Wall in accordance with the Retaining Wall Permit.

Specific Findings and Conclusions – Phase II Building. Based on the evidence, the Court finds and concludes as follows with regard to the Phase II Building:

42. Jaffe constructed the Phase II Building in violation of City Code without a required permit.

43. The Phase II Building is not included in the Master Plan and is not allowed by the Settlement Agreement and the Master Plan.

44. The Settlement Agreement and the Agreed TI provide that all unpermitted structures must be removed within thirty days of approval of the Master Plan.

45. Jaffe's construction of the Phase II Building and Jaffe's failure to remove the Phase II Building constitute a violation of City Code, the Settlement Agreement, the Agreed TI, and the Temporary Injunction.

46. The Phase II Building must be demolished and removed to restore the status quo and comply with the Temporary Injunction.

47. The Phase II Building provides stability to the existing house upslope.

48. Jaffe provided the City with documentation showing how the Phase II building was constructed and indicating compliance with City Code structural requirements.

49. A Type III Development Plan is necessary.

50. On March 28, 2024, Jaffe retained Square One Consultants to address potential demolition of the Phase II Building.

51. On May 22, 2024, Jaffe submitted to the City a preliminary site plan, building report, and preliminary demolition plan with respect to the Phase II Building.

52. **Specific Findings and Conclusions – December 2018 Grade as shown in the Master Plan.** Based on the evidence, the Court finds and concludes as follows with regard to the December 2018 Grade as shown in the Master Plan:

53. In the Settlement Agreement and the Agreed TI, Jaffe agreed to return the Property to the December 2018 Grade as shown in the Master Plan by January of 2022 and the survey attached to the Agreed TI.

54. Jaffe failed to return the Property to the December 2018 Grade as shown in the Master Plan and the survey attached to the Agreed TI.

55. Jaffe's failure to return the Property to the December 2018 Grade as shown in the Master Plan and the survey attached to the Agreed TI constitutes a violation of the Settlement Agreement and the Agreed TI.

56. The Property must be returned to the December 2018 Grade as shown in the Master Plan and the survey attached to the Agreed TI to restore the status quo.

Specific Findings and Conclusions – 400 Caliper Inches of Trees. Based on the evidence, the Court finds and concludes as follows with regard to the 400 caliper inches of trees provided for in the Settlement Agreement and the Agreed TI:

57. In the Settlement Agreement and Agreed TI Jaffe agreed to plant 400 caliper inches of trees by March of 2022.

58. Jaffe failed to plant 400 caliper inches of trees as required by the Settlement Agreement and the Agreed TI.

59. Jaffe's failure to plant 400 caliper inches of trees constitutes a violation of the Settlement Agreement and Agreed TI.

60. 400 caliper inches of trees must be planted to restore the status quo for this temporary injunction.

Specific Findings and Conclusions – City Engineer. Based on the evidence, the Court finds and concludes as follows with regard to the City Engineer:

61. The Temporary Injunction appointed the City Engineer to oversee all Construction Activities on the Property by any persons and, among other things, required Jaffe to pay all standard fees and expenses of the City Engineer within thirty days of invoice.

62. To date, Jaffe has timely paid all City Engineer standard fees and expenses.

Relief Granted, including Injunctive Relief. The Court grants the following injunctive relief:

63. The City Engineer is appointed to oversee all Construction Activities on the Property by any persons. The City Engineer has authority to approve, modify, comment on, or reject all proposed: a) Construction Activities; and b) plans, drawings, shop drawings, sketches, and other written proposals for Construction Activities. The City Engineer has final and binding authority to determine when and if Construction Activities or the status of the Property satisfy the requirements

of this Order. All standard fees and expenses of the City Engineer, including fees and expenses incurred by the City for other personnel at Walter P. Moore and Associates, Inc. for activities provided in this Order and to oversee Construction Activities on the Property will be paid by Jaffe within thirty days of invoice.

64. All standard fees and expenses of Brian McDougal, project manager, for Construction Activities on the Property will be paid by Jaffe within thirty days of invoice. Jaffe and all those acting in concert with them are prohibited from engaging in any Construction Activities on the Property other than those expressly provided for in this order and approved by the City Engineer.

65. Not later than November 27, 2024 Jaffe and all those acting in concert with them are ordered to complete demolition, modification, and/or removal of the Retaining Wall in accordance with the Retaining Wall Permit.

66. Not later than October 25, 2024 (the "Concept Site Plan Submission Deadline") Jaffe will submit a site plan in concept (the "Concept Site Plan") in preparation for submitting the Site Plan. The Concept Site Plan will include at least the following items to be reviewed for approval in concept by the City so that Jaffe's Contractors may proceed to developing the Site Plan:

- a. Impervious Cover Interpretations or Alternative Compliance Approved
- b. Concurrent Plat Submittal Requirements
- c. Water/Wastewater Service Direction (septic or otherwise)
- d. Additional Required Easements along Property lines
- e. Drainage Channels along Property lines

If Jaffe fails to timely submit a Concept Site Plan, the City may call the bond and take over the completion of the Site Plan and all Construction Activities as set forth in paragraph 77 below.

67. The City Engineer shall review the Concept Site Plan and either reject or approve any aspect of the Concept Site Plan by November 22, 2024. In the event any aspect of the Concept Site Plan is rejected, the City Engineer and Jaffe's Contractors shall work to reach a site plan in concept that is approvable to the City Engineer and the parties shall work to reach a new deadline for submission of the Site Plan contemplated in the paragraph below.

68. No later than December 24, 2024 Jaffe will submit to the City a site plan (the "Site Plan") for Completeness Check. The City agrees to a Completeness Check review period lasting no longer than 30 days after initial submission of the Site Plan in order to review the following for completeness:

- a. the restoration of the December 2018 Grade;
- b. the planting of 400 caliper inches of trees;
- c. Compliance with all Type III site development requirements as per the Drainage and Erosion Control Design Manual Table 2-1;
- d. With the exception of previously granted variances, compliance with all provisions of City Code, including impervious cover requirements.

If Jaffe fails to timely submit a Site Plan for Completeness Check, the City may call the bond and take over the completion of the Site Plan and all Construction Activities as set forth in paragraph 77 below.

69. In the event any State of Texas governmental agencies, Counties, or MUD Districts require any approved plans or permits in order for completion of the Site Plan, then the deadline for submitting the Site Plan to the City shall be extended to a date set by the City Engineer in consultation with Jaffe's consultants, giving consideration to the amount of delay reasonably expected to comply with the governmental agencies requirement(s).

70. The parties agree to a period of up to 120 days for the initial review cycle period after submission of Site Plan (the “Initial Comment and Response Period”) for City Engineer and staff comment and Jaffe’s initial responses and modifications to the Site Plan. If required, the parties agree to a period of up to 60 days for each subsequent comment and response period required following the Initial Comment and Response Period for City Engineer and staff comment and Jaffe responses for each subsequent re-submittal to address modifications to the Site Plan, resulting in the Final Site Plan. In the event that Jaffe fails to satisfy the City Engineer’s comments and requirements within 3 rounds of submittal and review the City may call the bond and proceed with completing the Site Plan and all Construction Activities as set forth in paragraph 77 below.

71. The City Engineer will have sole and complete authority and discretion to determine if the Final Site Plan conforms, with the exception of any previously approved variances, to the requirements of City Code, the Settlement Agreement, the Agreed TI, the Temporary Injunction, or this Order (“Site Plan Compliance”). If the City Engineer finds Site Plan Compliance, then the Final Site Plan will be deemed approved by the City.

72. If the Final Site Plan provides for any deviation, of a type for which the City does not routinely grant variances, from the requirements of City Code, the Settlement Agreement, the Agreed TI, the Temporary Injunction, or this Order, the City Council may accept or reject the Final Site Plan in its sole discretion.

73. If the City Engineer or the City Council approves the Final Site Plan, the date of such approval will be the “Site Plan Approval Date.”

74. Not later than 14 days from the Site Plan Approval Date Jaffe agrees and is ordered to obtain signatures on the site plans that are recommended for approval and to submit critical path

construction schedules (“Construction Schedules”) for all work to be performed for completion of the Final Site Plan so that the permit can be finalized by the City.

75. Jaffe agrees and is ordered to complete all Construction Activities necessary for completion of the Final Site Plan in accordance with the Construction Schedules.

76. The Parties recognize the purpose of the agreements made herein are to work together to achieve reasonable deadlines for completing Construction Activities on the Property and to actually complete all Construction Activities on the Property. To address the City’s concern that Jaffe may abandon the Project and leave Construction Activities unfinished, Jaffe agrees and is ordered to provide for security to the City in the amount of 2.5 million dollars (\$2,500,000) in one of the following forms (the “Security”):

- a. A bond from a bonding company rated A++ by A.M. Best Company providing that in the event Jaffe fails to comply with any requirement of this Order, the bond is payable to the City.
- b. Cash payment to the City to be deposited and held by the City in an interest bearing account of the City’s choosing.

77. In the event that: a) Jaffe fails timely submit a Concept Site Plan; b) Jaffe fails to timely submit a Site Plan for Completeness Check; c) Fails to satisfy the City Engineer’s comments on the Site Plan within three cycles of submittal and review; d) the Final Site Plan is not approved following review by the City Engineer and the City Council as provided in this order; or e) the City Engineer determines that Jaffe’s performance of Construction Activities according to the Construction Schedules is delayed by 25% or more and the City Engineer and Jaffe’s Contractors are unable to agree on a revised Construction Schedule, the City may, following written notice to Jaffe identifying the specific failures of Jaffe to meet the requirements of this order, order that

Jaffe stop all work and the City is authorized to: a) if the City Engineer determines there is a risk to the health and safety of the occupants of the Property, cancel Jaffe's certificate of occupancy for the Property and evict all residents of the Property; b) draw 100% of the Security c) retain contractors to enter the Property to complete any and all construction activities that the City Engineer deems appropriate; d) pay for all such contractors and other expenses incurred from the Security; and e) recover all additional costs incurred for retaining such contractors to perform any construction activities. In the event of the City's decision to proceed with any of the foregoing actions set forth in this paragraph, all professional work product prepared for the Project to date shall be assigned to and provided to the City, all materials onsite will become property of the City, the City Engineer has complete discretion to determine reasonable and necessary Construction Activities to be performed and the City and the City Engineer owe no duties to Jaffe with regard to the Property. The City agrees to return to Jaffe any remaining Security, including accrued interest, if any, after all construction activities are completed.

78. Jaffe will provide the following to the City Engineer:

- a. Copies of all professional services agreements, construction contracts, and subcontracts for all design and Construction Activities.
- b. Monthly progress reports on all design and Construction Activities.
- c. Monthly payment confirmation from all design professionals and construction contractors and subcontractors.

79. In the event that Jaffe completes all Construction Activities required by this Order and the Final Site Plan, the Security will be released to Jaffe within five days and, if necessary, the City shall not oppose any motion or other documentation that may be required to release the Security to Jaffe.

80. Upon written certification from the City Engineer that all Construction Activities required under the Final Site Plan are complete and all City Engineer fees have been paid as provided in this order, the City agrees to: (i) dismiss all legal proceedings pending against defendants with prejudice; (ii) file all papers necessary to remove the lis pendens encumbering the Property and any other liens against the Property; and, (iii) waive all rights the City may have to collect any fees, fines, or civil penalties provided under City Code, State law, contract, or under any other basis. Until the foregoing written certification from the City Engineer, the City reserves all claims for all relief of any kind, including fees, fines, civil penalties, and attorney's fees.

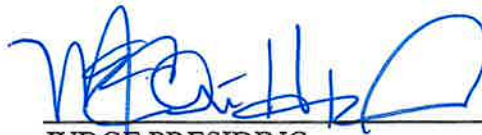
81. In partial satisfaction of attorney's fees and expenses incurred by the City to date, Jaffe agrees, and is ordered to, pay \$375,000.00 in attorney's fees and expenses to the City within 180 days of this Order. Once paid, the City agrees the Phase II Building will be incorporated into the Final Site Plan and the Parties will work together to ensure all required permits for the Phase II Building to remain as constructed on the Property are issued and obtained. The parties agree to communicate promptly and not cause or permit unnecessary delay in responding to feedback or comments on any permit application or the Site Plan, and the parties agree to work together in good faith to ensure all deadlines herein are timely met.

82. As Construction Activities continue on the Property and in the event the parties believe a deadline provided herein may not be met due to no fault of any party herein but merely as a result of weather or the normal course of construction, then the City and Jaffe's Contractors shall meet and in good faith agree upon a new deadline.

83. The City reserves all rights regarding recovery of its past and future fees and expenses.

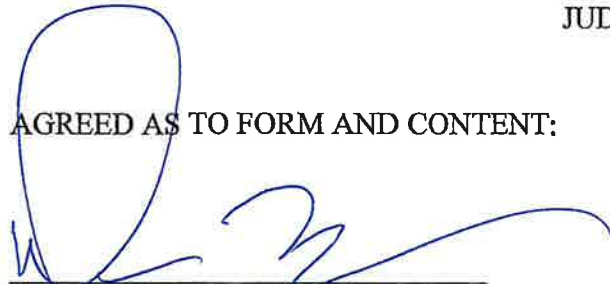
84. The current trial setting of August 19, 2024 is continued. Final trial in this lawsuit is set for September 29, 2025.

Date: September 16, 2024



JUDGE PRESIDING

AGREED AS TO FORM AND CONTENT:



Daniel R. Richards
Attorney for the City of West Lake Hills

AGREED AS TO FORM AND CONTENT:



Jordan Mullins
Attorney for Jaffe

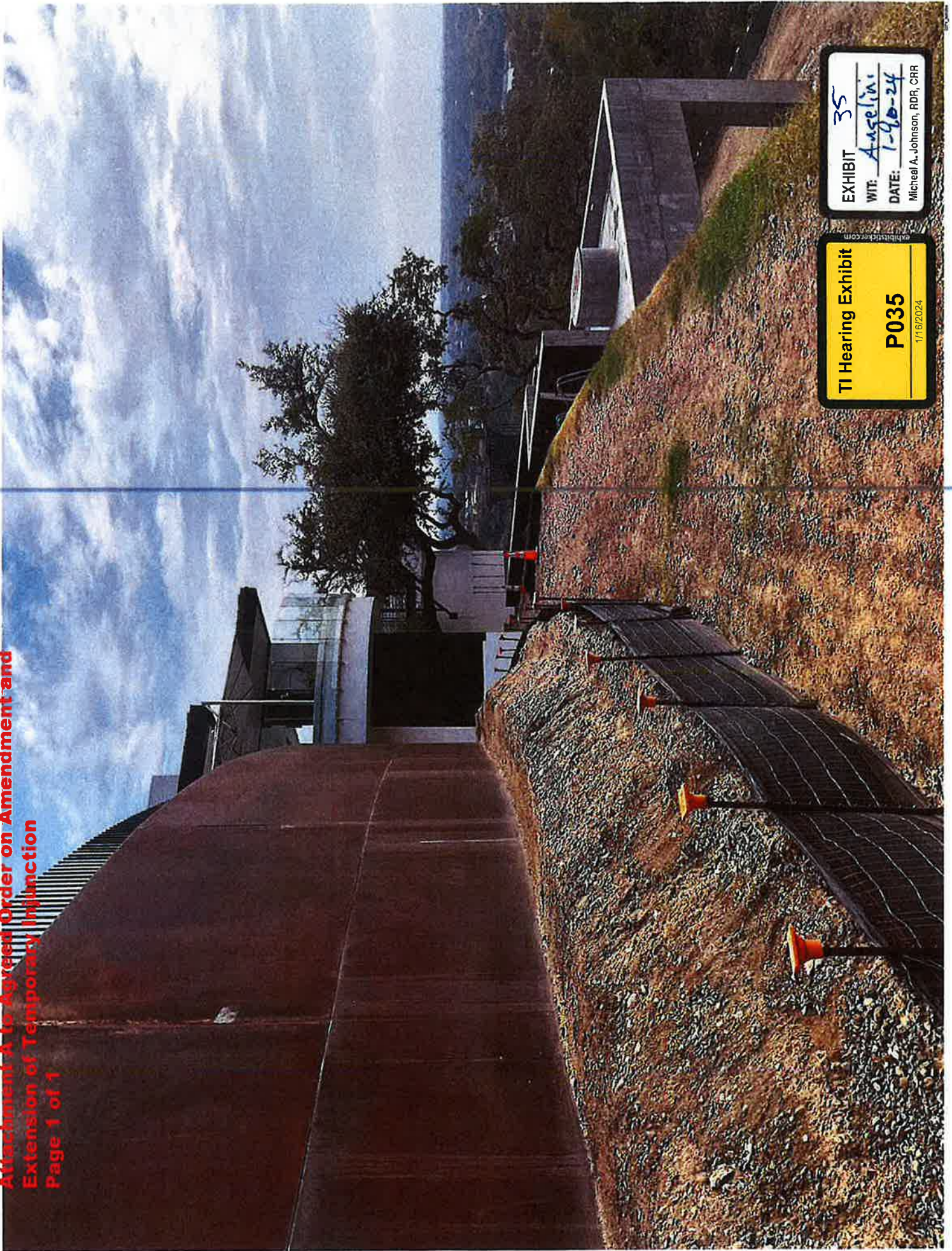
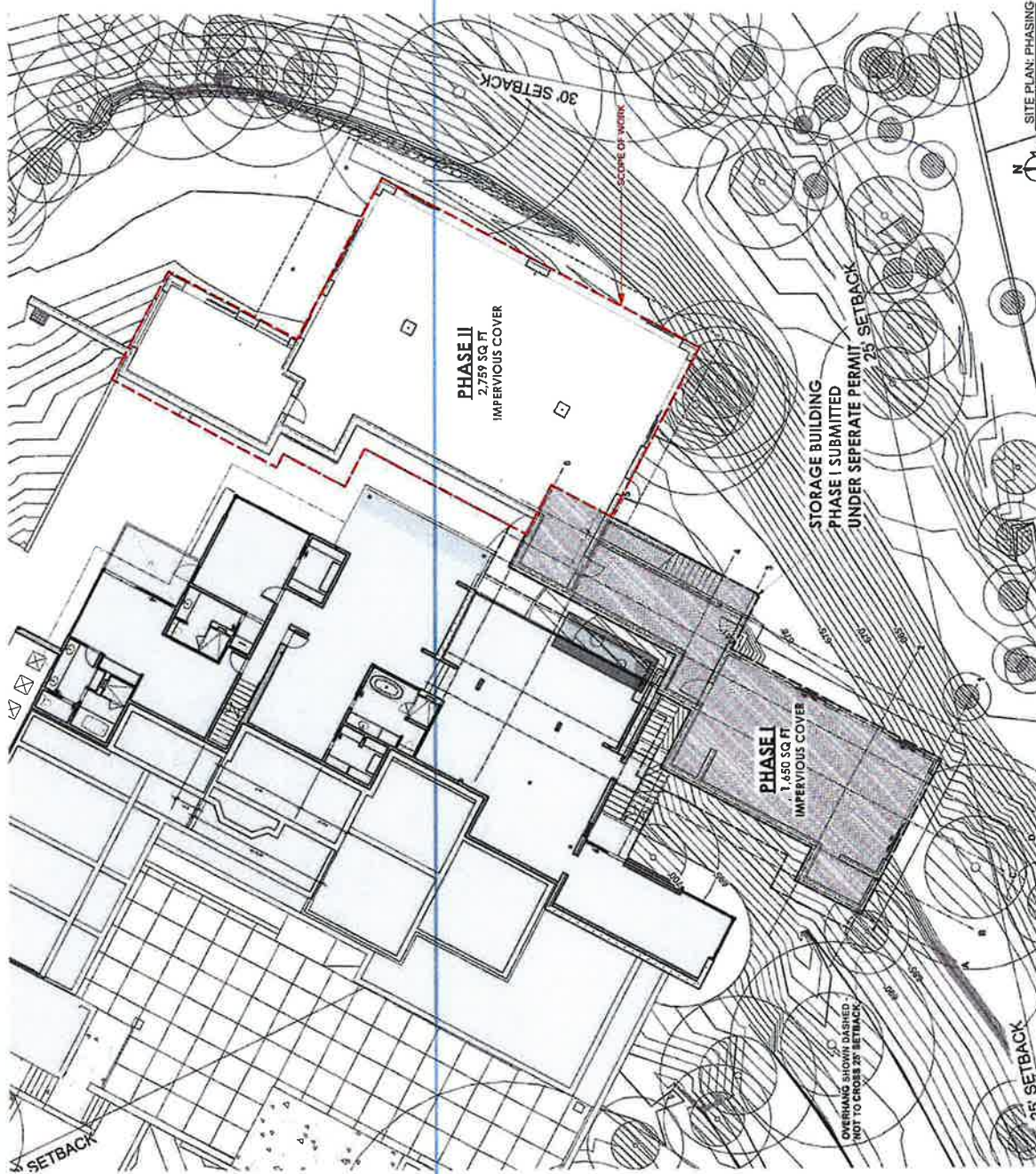


EXHIBIT 35
WIT: Angelini
DATE: 1-9-24
Michael A. Johnson, RDR, CRR

TI Hearing Exhibit
P035
1/16/2024

[illegible]

CAUSE NO. 2019-03-28-01

CITY OF WEST LAKE HILLS

Plaintiff,

V.

**JAFF VENTURES, LLC;
DOUGLAS JAFFE III, AND 1405
WILD CAT HOLLOW, WEST
LAKE HILLS, TEXAS, in rem,**

Defendant.

**IN THE MUNICIPAL COURT OF
RECORD, NO. 1**

CITY OF WEST LAKE HILLS

TRAVIS COUNTY, TEXAS

AGREED TEMPORARY INJUNCTION

CAME ON, Plaintiff, the City of West Lake Hills, Texas, (the “City”), and Defendants Jaff Ventures, LLC, and Douglas Jaffe III, (“Defendants”), (collectively, the “Parties”), and submitted this Agreed Temporary Injunction for entry by the Court. After considering the pleadings on file and the agreement of the Parties as evidenced by their signatures below, the Court finds that the following Agreed Temporary Injunction should be and is hereby granted as follows.

The Court makes the following findings of fact:

1. Plaintiff, City of West Lake Hills is a Type A General Law municipality situated in Travis County, Texas, incorporated in and operating under the laws of the State of Texas.
2. Defendant, Jaff Ventures, LLC is a Texas Limited Liability Company which owns the property that is the subject of this suit.
3. The *in rem* defendant, LOT I, K & JP SUBDIVISION, 1.8310 acres, Travis County, West Lake Hills Texas, also known as 1405 Wild Cat Hollow, West Lake Hills, Texas 78746 (the "Property"), is the real property that is the subject of this lawsuit.

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AGREED TEMPORARY INJUNCTION

TI Hearing Exhibit

P055

1/16/2024

EXHIBIT

WIT:

DATE:

Michael A. Johnson, RDR, CRR

Page 1
Municipal Court of Record, NO. 1
City of West Lake Hills

4. Defendant, Douglas Jaffe III ("Jaffe") is a Texas resident, the sole member of Jaff, LLC, and is Jaff, LLC's representative with control of the Property.

5. The City brought the underlying cause of action to obtain temporary and permanent injunctive relief and to recover civil penalties against Defendants pursuant to chapter 54 subchapter B of the Texas Local Government Code.

6. Venue is proper and this Court has jurisdiction pursuant to Section 30.00005 of the Texas Government Code and Section 54.013 of the Texas Local Government Code.

7. The Property is subject to the City's building regulations including Article 22.03, as amended (the "Construction Code") of the Code of Ordinances, City of West Lake Hills, Texas (the "City Code"). Chapter 22 of the City's Code of Ordinances, the City's building regulations, is an exercise of its police powers and provide for orderly, safe, and healthful development within the City and promotes and protects the health, safety, property, and general welfare of the residents of the City.

8. The City of West Lake Hills Construction Code adopts and includes the International Residential Code ("IRC") pursuant to West Lake Hills Code 22.03.092.

9. The City's Construction Code applies to the Property and the Defendants.

10. There are structures on the Property, including unpermitted retaining walls, and unpermitted construction of walls, floors, and electrical and plumbing fixtures under portions of the main residential structure, all or a portion of which have been erected, altered, moved, or placed at the Property in violation of the following provisions of the West Lake Hills' Construction Code:

a. Sec. 22.03.121 Permits required

(c) Building permit. No building or structure or part thereof shall be erected, altered, moved, or placed within the city unless a building permit shall have first been issued for such work.

The above violation specifically excludes the initial construction of and alterations to what is known as the north retaining wall prior to September 1, 2018.

b. IRC 404.4. - One or more retaining walls have been built on the Property in violation of IRC section 404.4 which provides that:

Retaining walls that are not laterally supported at the top and that retain in excess of 48" of unbalanced fill, or retaining walls exceeding 24" in height that resist lateral loads in addition to soil, shall be designed in accordance with accepted engineering practice to ensure stability against overturning, sliding, excessive foundation pressure and water uplift. Retaining walls shall be designed for a safety factor of 1.5 against lateral sliding and overturning.

11. Defendants also have installed horizontal drainage infrastructure at the Property without a permit or approved site plan, and in the side and rear setbacks of the Property in violation of the following:

a. Sec. 22.03.121 Permits required

(c) Building permit. No building or structure or part thereof shall be erected, altered, moved, or placed within the city unless a building permit shall have first been issued for such work.

(h) Site plan. No horizontal infrastructure or part thereof shall be improved, erected, altered, moved, or placed within the city unless a site plan has first been approved for such work.

b. Sec. 22.03.275 Building setback distances

(b) Yards are the open areas between building setback lines and lot lines. Structures shall not be permitted in yards except as otherwise provided herein.

IT IS AGREED AND THEREFORE HEREBY ORDERED that Defendants shall comply with the terms of the Parties' settlement agreement which agreement is attached to this

Agreed Temporary Injunction as Exhibit 1 (the "Agreement") and incorporated into this Order as if fully set forth herein.

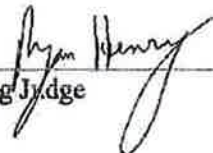
IT IS FURTHER AGREED AND THEREFORE HEREBY ORDERED that the granting of and the terms and findings of this Agreed Temporary Injunction comply with and meet the requirements of Texas Civil Practice and Remedies Code Chapter 65.

IT IS FURTHER AGREED AND THEREFORE HEREBY ORDERED that for the purposes of this Agreed Temporary Injunction, the Parties waive any further findings of fact with regard to the issuance of this Agreed Temporary Injunction and agree that this Agreed Temporary Injunction is sufficiently clear to comply with the requirements of Texas Rule of Civil Procedure 683.

IT IS FURTHER AGREED AND THEREFORE HEREBY ORDERED that the Parties waive service of this Agreed Temporary Injunction.

IT IS FURTHER AGREED AND THEREFORE HEREBY ORDERED that the Plaintiff City of West Lake Hills is not required to post bond.

IT IS FURTHER HEREBY ORDERED that the final hearing on Plaintiff's request for permanent injunction and final trial will be held on a date in 2022 which will be later set by the court. The parties may inform the court of any conflicts and are not precluded from seeking to continue the trial date, once set.



Presiding Judge

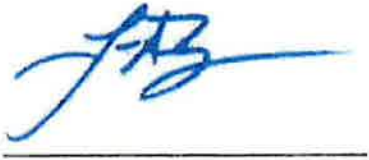
**Attachment C to Agreed Order on Amendment and
Extension of Temporary Injunction
Page 5 of 12**

Agreed as to form and substance:

//s/ Melissa A. Miles

Melissa A. Miles
Attorney for Plaintiff

Agreed as to form and substance:



Luis A. Reyes
Attorney for Defendants

Exhibit 1

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into on the signature date of the last signatory to the Agreement (the "Effective Date") by and between the City of West Lake Hills, Texas and Douglas Jaffe III ("Owner") and Jaff Ventures, LLC. The parties to this Agreement are referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Parties now desire to resolve this dispute as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Code Compliance.** Of paramount importance to this Agreement is that the property at 1405 Wild Cat Hollow, West Lake Hills, Texas (the "Property") must be brought by the Owner to a code compliant condition within the time periods set out for each item specified in this Agreement.
 - a. "Code compliant" as it is used in the above paragraph means compliance with the Code of Ordinances for the City of West Lake Hills, the relevant portions of which are found at <https://www.westlakhills.org/107/Code-of-Ordinances>. Code compliant also means operating within the scope of any permits or variances granted by the City.
2. **Submission of Master Grading and Vegetation Plan.** Within forty five (45) calendar days of the mutual execution of this Agreement, the contractor who will perform the design of a master grading and vegetation plan (the "Plan" or the "Master Plan") will submit said Plan for review and approval by the City.
 - a. The Plan will identify project phases and projected time frames for those phases.
 - b. The Plan will demonstrate that the finished grade will be at the grade shown on the 12/2018 Landmark survey (attached to this agreement as Exhibit A), or within a variation allowed by the West Lake Hills code that does not require a variance.
 - c. The Plan will also include a Vegetation and Landscape Plan, as further described in Paragraph 6(c) that includes vegetation/landscaping demonstrating that the Owner is planting vegetation predominantly native to Texas and in a sustainable manner. See Paragraph 6 for requirements of tree caliper inches and a description of the disbursement of vegetation.
 - d. Variances. Should contractor and owner determine that a variance based on need will be sought, the Plan will clearly articulate the need and a consultation with the City will be had before application for such variance.

Exhibit 1

- e. Once the Plan is submitted, the City will review it. Once the City approves the Plan, the time frames to complete the requirements of the Plan as described below will begin.
3. **Services Agreement for Development of the Master Plan.** A services agreement with a licensed landscape architectural firm (the "LAF") who will be responsible for the development and implementation of the Master Plan described above must be provided to the City within ten (10) calendar days of the mutual execution of this Agreement. A copy of this Agreement, once mutually executed, will be attached as an amendment to said Services Agreement to serve as guidance for the work. The LAF will act in accordance with the Agreement and at the direction of the Owner who is bound by the terms of the Agreement. The LAF, as an agent of the Owner, will also act as the general contractor for the project. Owner agrees that he will not terminate his contract with the LAF without good cause.
4. **Monetary Consideration.** Mr. Jaffe will pay \$100,000 to the City as consideration in this Agreement. \$75,000 will be tendered upon the mutual execution of this Agreement and \$25,000 upon completion and dissolution of both Temporary Injunctions referenced in Paragraph 8.
5. **Grade Requirements and Timeframes.** Within eight to ten months of the submission and approval of the Master Plan described in Paragraph 2, the grade at the Property must be returned to the grade shown on the 12/2018 Landmark survey within a difference that is allowed by the West Lake Code of Ordinances.
 - a. The City recognizes and acknowledges that transforming the existing condition of the Property to exactly the grade shown on the 12/2018 Landmark survey will be difficult and, in some instances, may be impossible. If in the professional opinion of the expert contractor it is determined that an after-the-fact variance is warranted on a need basis, Owner will immediately advise the City. Owner then may petition the City for such a variance.
6. **Vegetation and Timeframes.** Within ten to twelve (12) months of the submission and approval of the Master Plan described in Paragraph 2, a minimum of 400 caliper inches of trees must be planted throughout the Property which trees are among those listed as approved by the West Lake Hills Code.
 - a. Trees that exist on the Property during the planting of vegetation which trees the Owner can demonstrate were planted since April 2017 shall be credited to this total.
 - b. Until vegetation planting is complete, necessary ingress and egress points on the Property will be allowed to take larger vegetation to lower depths of the Property as necessary.
 - c. **Landscape Plan.**
 - i. A preliminary tree plan will be attached to this Agreement as Exhibit B.
 - ii. Prior to the planting of vegetation, Owner or his agent will submit a copy of a landscaping plan to the City demonstrating that Owner is planting vegetation predominantly native to Texas. The landscaping plan will

Exhibit 1

- i. A preliminary tree plan will be attached to this Agreement as Exhibit B.
 - ii. Prior to the planting of vegetation, Owner or his agent will submit a copy of a landscaping plan to the City demonstrating that Owner is planting vegetation predominantly native to Texas. The landscaping plan will include location of vegetation to be planted on level surfaces and in a manner that provides for long term sustainability of the vegetation. The Owner will endeavor to, as much as possible, cover bare earth areas on the Property and minimize the potential for erosion.
- 7. **Structures.** All existing structures built and alterations to structures made without permits, must be either removed or permitted no later than thirty (30) calendar days after the submission and approval of the Master Plan described in Paragraph 2.
 - a. "Permitted," as it is used in the above subparagraph means that a completed permit application must be submitted to the City, fees paid, and the structure/alteration must pass inspection for code compliance. Any inspection required by the City will occur within five business days after such inspection is requested.
 - b. Variances. Should contractor and Owner determine that a variance based on need will be sought, the Master Plan will clearly articulate the need and a consultation with the City will be had before application for such variance.
- 8. **Enforcement Mechanisms and Release of Claims.**
 - a. **Agreed Temporary Injunction in West Lake Hills Municipal Court Matter.** Upon the submission and approval by the City of the Plan described in Paragraph 2, the requirements of that Plan that relate to the permitting of structures and alterations to structures or removal of structures or alterations to structures, and the planting of (or credit for) 400 caliper inches of trees and other vegetation, must be entered as an Agreed Temporary Injunction.
 - i. **Dissolution of the Temporary Injunction.** Upon completion of the requirements of the Plan, or by agreement of the Parties, the temporary injunction shall be dissolved and the Municipal case shall be dismissed with prejudice.
 - b. **Agreed Temporary Injunction in Travis County Court.** Upon the submission and approval by the City of the Plan described in Paragraph 2, all terms related to grading of this Agreement must be entered as an Agreed Temporary Injunction, enforceable in the Travis County District Court case.
 - i. **Dissolution of the Temporary Injunction.** Upon completion of the requirements of the approved Plan, or by agreement of the Parties, the temporary injunction shall be dissolved and the case shall be dismissed with prejudice.

Exhibit 1

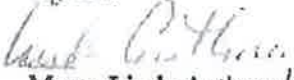
- c. **Mutual Release.** The Parties agree that, upon dismissal of the lawsuits referenced above, the Parties will execute a mutual release of all claims and counterclaims that were or could have been brought in the lawsuits.
9. **Reasonable Progress and Reports.** Reasonable progress towards meeting the terms within the time periods required in this Agreement is an additional term of this Agreement. Reasonable progress means that a task with a deadline to complete the task that is more than thirty (30) days after the mutual execution of this Agreement (other than the planting of trees and vegetation) must show visible progress by [45] calendar days into the performance period and every thirty (30) days thereafter until complete.
10. **Right to Inspect.** Following the passage of sixty (60) calendar days from the inception of this Agreement, the City shall have the right to inspect the exterior of the Property upon forty-eight (48) hours written notice for compliance with the terms of this Agreement including reasonable progress. Property Owner will consider inspections outside these parameters if requested by the City. The City acknowledges that Owner and/or his representatives have the right to be present for the inspections to observe. The above right to inspect is in addition to, and in no way limits, the City's authority to go onto the Property pursuant to local or state law.
11. **Timely Processing of Permits and Inspections for Permits.** The City understands that this Agreement requires specific deadlines from the Owner and agrees that it will cooperate in the timely processing of permit applications and the performance of inspections related to such permits. Accordingly, the City agrees that all complete permit applications submitted by Defendants pursuant to this Agreement shall be processed without unreasonable delay.
12. **Notice of Breach.** Notice of an alleged violation of this Agreement must be provided in writing, and a fifteen-day opportunity to cure provided before any motion for enforcement or contempt may be filed.
13. **Delays Caused by Unforeseeable Circumstances.** A delay in the performance of one or more terms of this Agreement which delay is the result of circumstances not caused by or within the control of the relevant party will not be considered a breach of the terms of this Agreement.
14. **No Admission of Guilt.** This Agreement does not constitute an admission of fault or liability by any party, nor does it constitute evidence of any liability or unlawful conduct on the part of any party, and the City will not represent that it does, nor will it seek to admit this Agreement as an admission of any fault or liability by Defendants in any judicial or arbitration proceeding.
15. **Purge of Contempt.** Upon execution of this Agreement, the City agrees that all previously raised contempt allegations are permanently withdrawn. Any future motions for contempt would be limited to alleged breaches of the Temporary Agreed Injunctions mutually agreed to by the Parties pursuant to this Agreement.

Exhibit 1

16. Time Frames. Parties agree that it is in the best interest of all that the requirements of this Agreement be carried out as expeditiously as possible.

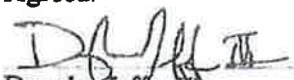
- a. The time frames associated with the tasks outlined in this agreement are based on the best information available to the parties as of the time of this agreement.
- b. Should material developments emerge that impact time frames for completion of the terms of this agreement, the Owner will promptly notify the City of such developments for consideration.

Agreed:

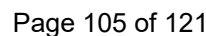

Mayor Linda Anthony
On behalf of the City Council,
City of West Lake Hills

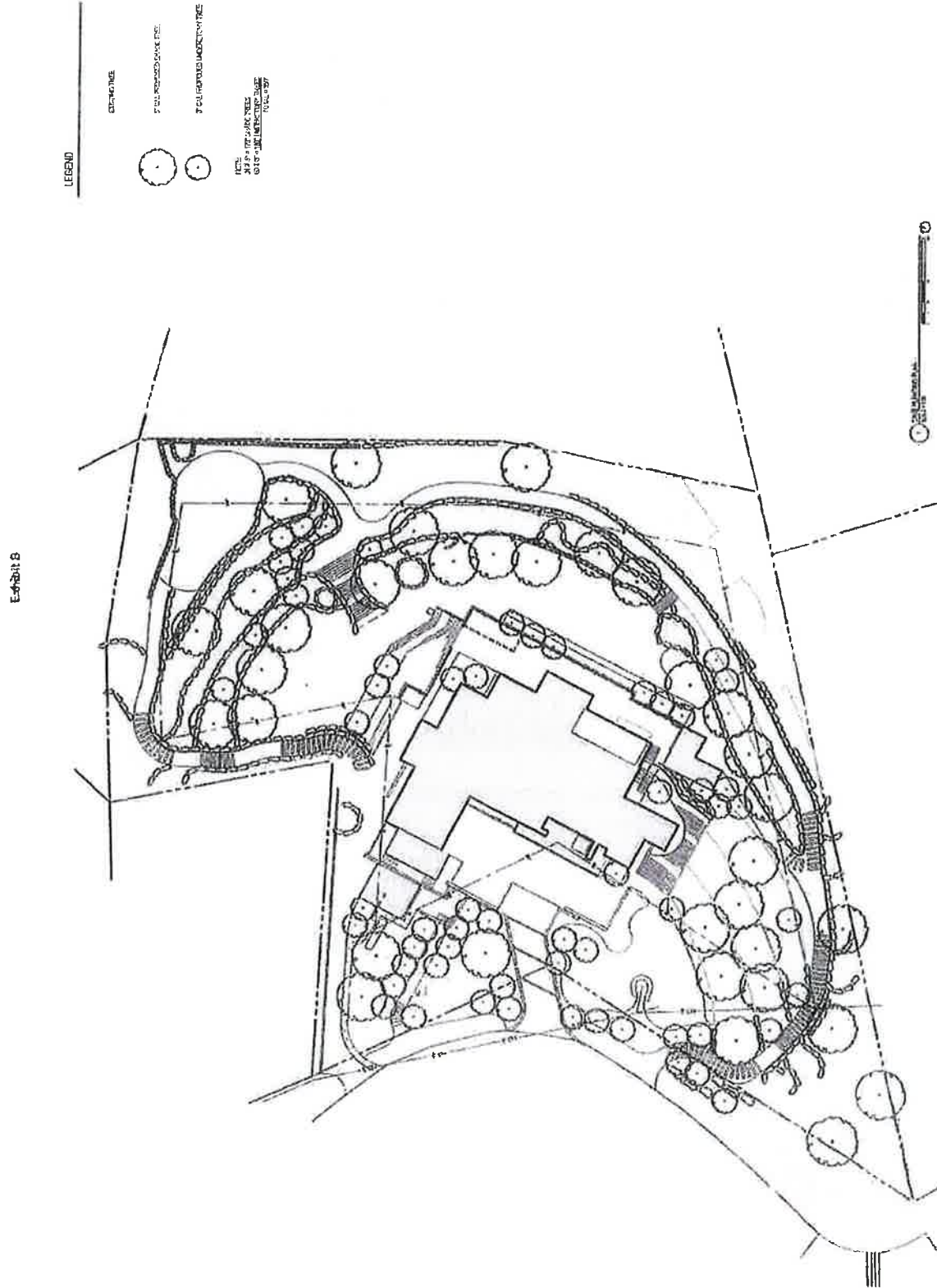
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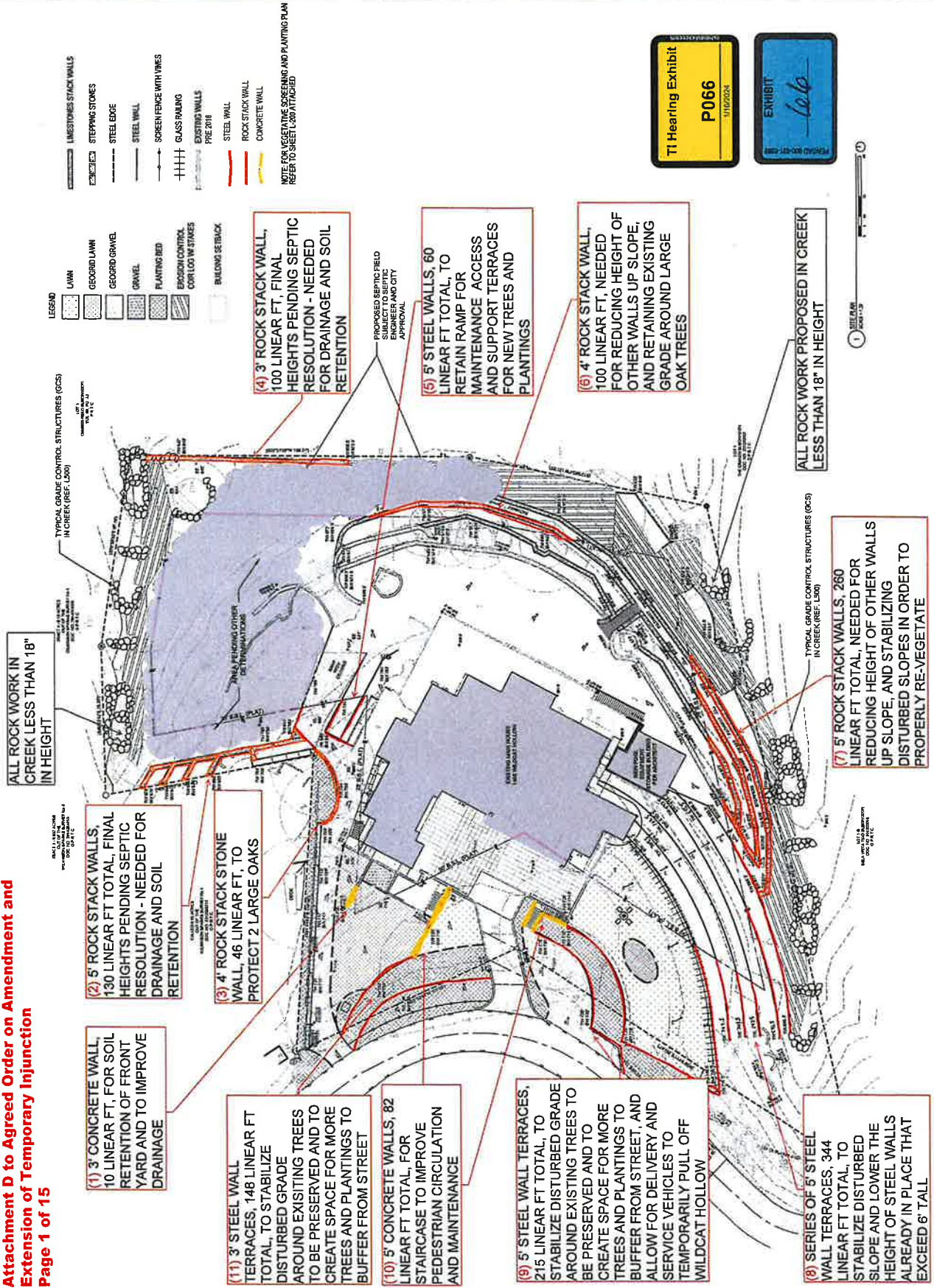
Agreed:


Douglas Jaffe, III,
Individually and on behalf of
Jaff Ventures, LLC

Date: 11/11/20







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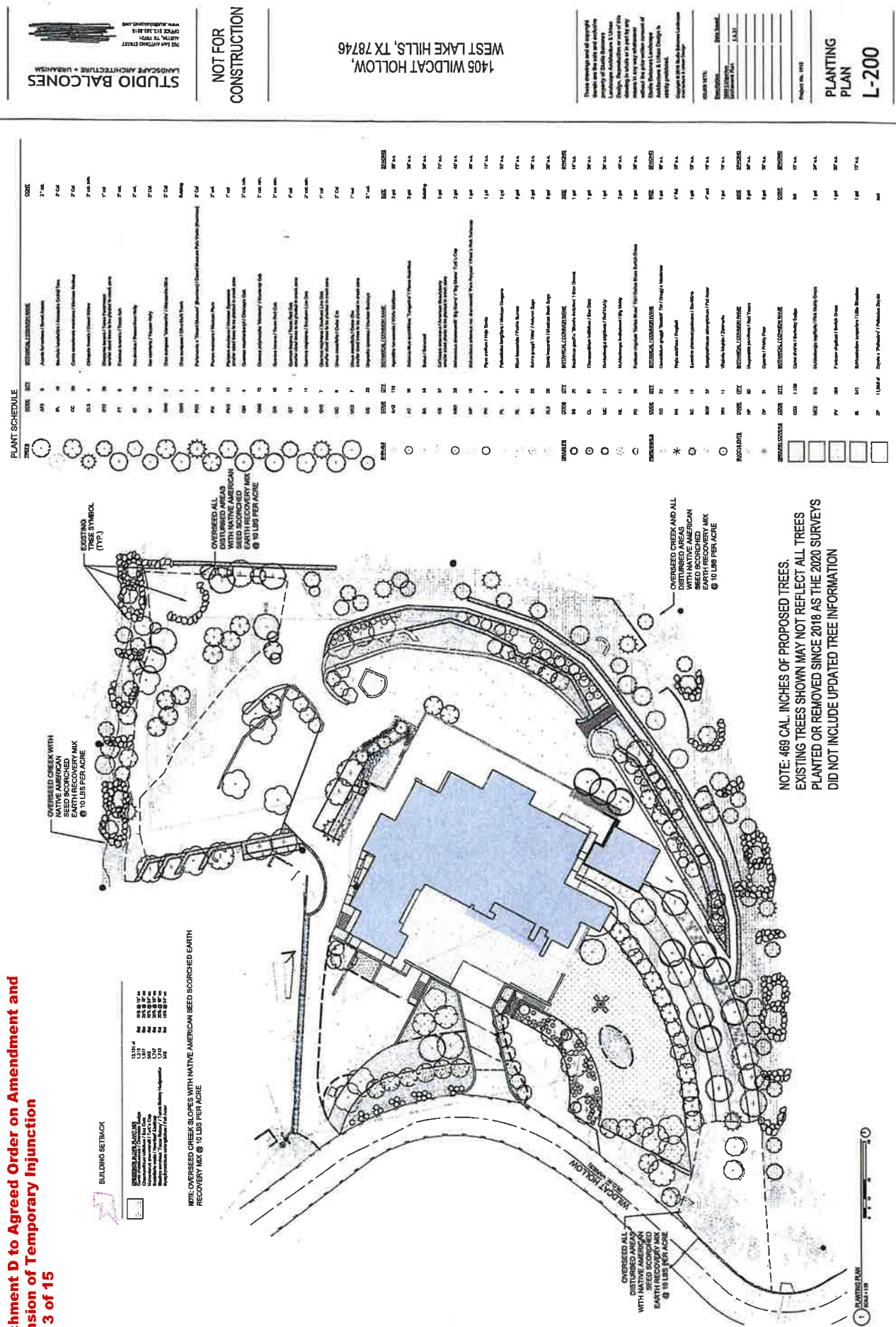
PROJECT 1405	DATE 01/15/15
DRAWING NO.	01/15/15
DATE	01/15/15
BY	J.A.B.
CHECKED BY	
DATE	
PROJECT NO.	1405

NOTES
L-002

NOTES: (REFER TO SHEET L-001 PLAN FOR LOCATION):

- (1) 3' CONCRETE WALL, 10 LINEAR FT, FOR SOIL RETENTION OF FRONT YARD AND TO IMPROVE DRAINAGE.
- (2) 5' ROCK STACK WALLS, 130 LINEAR FT TOTAL, FINAL HEIGHTS PENDING SEPTIC RESOLUTION - NEEDED FOR DRAINAGE AND SOIL RETENTION.
- (3) 4' ROCK STACK STONE WALL, 46 LINEAR FT, TO PROTECT 2 LARGE OAKS.
- (4) 3' ROCK STACK WALL, 100 LINEAR FT, FINAL HEIGHTS PENDING SEPTIC RESOLUTION - NEEDED FOR DRAINAGE AND SOIL RETENTION.
- (5) 5' STEEL WALLS, 60 LINEAR FT TOTAL, TO RETAIN RAMP FOR MAINTENANCE ACCESS AND SUPPORT TERRACES FOR NEW TREES AND PLANTINGS.
- (6) 4' ROCK STACK WALL, 100 LINEAR FT, NEEDED FOR REDUCING HEIGHT OF OTHER WALLS UP SLOPE, AND RETAINING EXISTING GRADE AROUND LARGE OAK TREES.
- (7) 5' ROCK STACK WALLS, 260 LINEAR FT TOTAL, NEEDED FOR REDUCING HEIGHT OF OTHER WALLS UP SLOPE, AND STABILIZING DISTURBED SLOPES IN ORDER TO PROPERLY RE-VEGETATE.
- (8) SERIES OF 5' STEEL WALL TERRACES, 344 LINEAR FT TOTAL, TO STABILIZE DISTURBED SLOPE AND LOWER THE HEIGHT OF STEEL WALLS ALREADY IN PLACE THAT EXCEED 8' TALL.
- (9) 5' STEEL WALL TERRACES, 215 LINEAR FT TOTAL, TO STABILIZE DISTURBED GRADE AROUND EXISTING TREES TO BE PRESERVED AND TO CREATE SPACE FOR MORE TREES AND PLANTINGS TO BUFFER FROM STREET, AND ALLOW FOR DELIVERY AND SERVICE VEHICLES TO TEMPORARILY PULL OFF WILDCAT HOLLOW.
- (10) 5' CONCRETE WALLS, 82 LINEAR FT TOTAL, FOR STAIRCASE TO IMPROVE PEDESTRIAN CIRCULATION AND MAINTENANCE.
- (11) 3' STEEL WALL TERRACES, 148 LINEAR FT TOTAL, TO STABILIZE DISTURBED GRADE AROUND EXISTING TREES TO BE PRESERVED AND TO CREATE SPACE FOR MORE TREES AND PLANTINGS TO BUFFER FROM STREET.

NOTE: ALL AREAS WITH WALLS AS LISTED ABOVE SHALL BE FULLY PLANTED AND SCREENED FROM THE NEIGHBORING PROPERTY LINE AND STREET. REF. TO SHEET L-200 ATTACHED FOR PLANTING PLAN.





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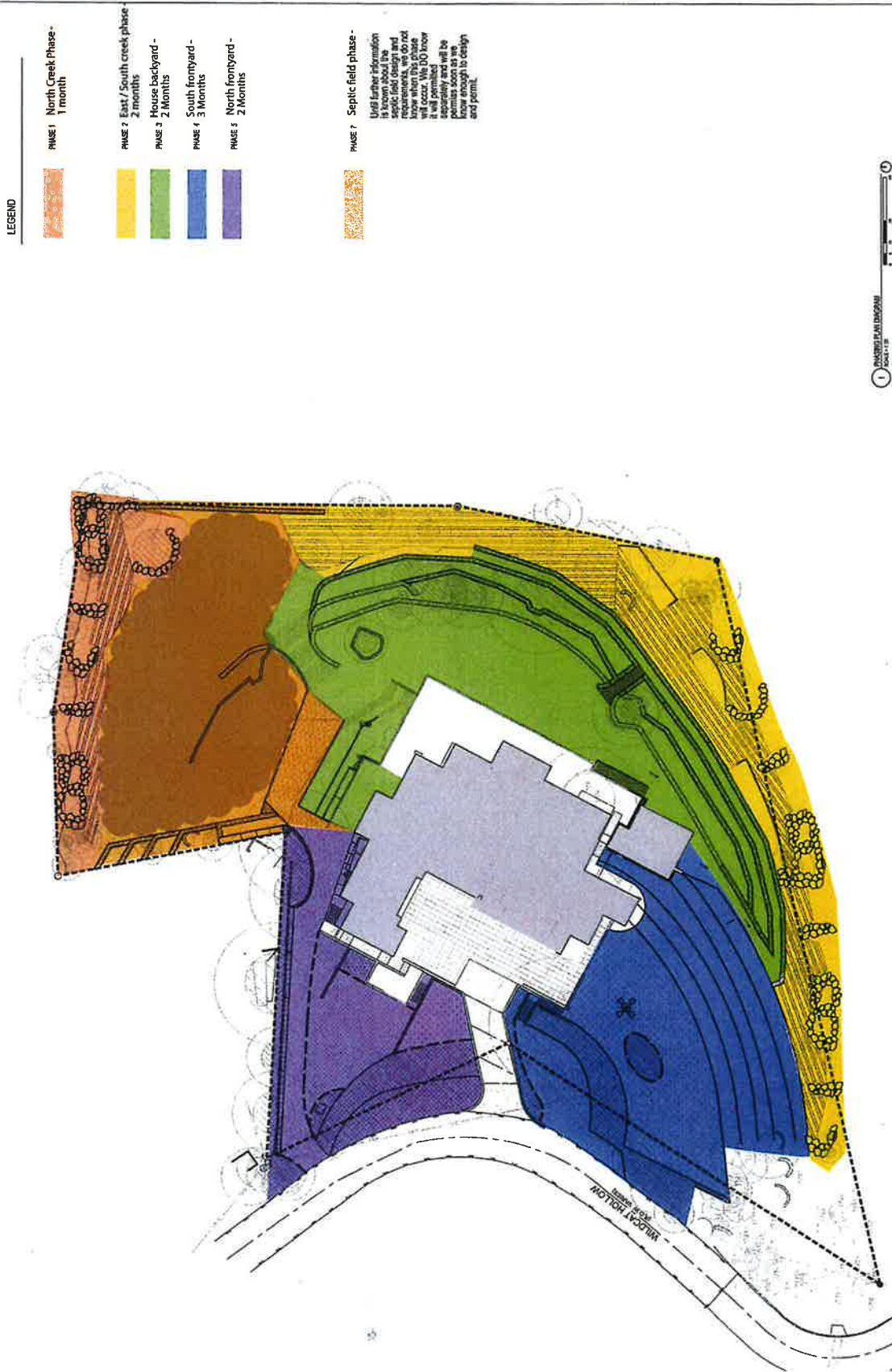
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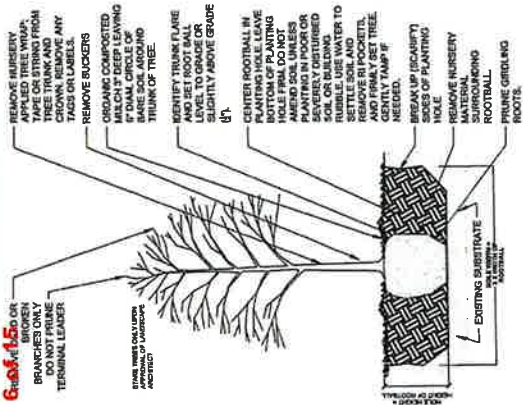
DATE: 1/15/15
DRAWN BY: J. BALCONES
CHECKED BY: J. BALCONES
PROJECT NAME: 1405 WILDCAT HOLLOW
SHEET NO.: L-400

PHASE 1: 1 month
PHASE 2: 2 months
PHASE 3: 2 months
PHASE 4: 3 months
PHASE 5: 2 months
PHASE 6: 2 months
PHASE 7: 2 months

PHASE 1: 1 month
PHASE 2: 2 months
PHASE 3: 2 months
PHASE 4: 3 months
PHASE 5: 2 months
PHASE 6: 2 months
PHASE 7: 2 months

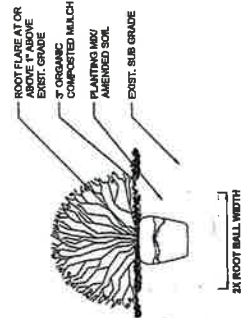
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PHASE 7: 2 months





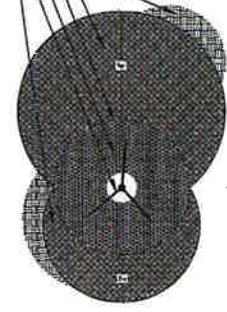
1 TYPICAL TREE PLANTING DETAIL
SCALE: 1/4" = 1'-0"

- SHRUB PLANTING NOTES**
1. ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004).
 2. CLEANLY PRUNE ALL ROOT ENDS. DO NOT ALLOW ROOTS TO DRY OUT DURING INSTALLATION PROCESS. SOAK ROOTS OVERNIGHT BEFORE PLANTING.
 3. IF B&B, REMOVE ALL TWINE, ROPE, AND BURLAP FROM TOP HALF OF ROOT BALL. REMOVE BURLAP FROM BOTTOM HALF. REMOVE BURLAP FROM PLANT FROM CONTAINER AND GENTLY COME OUT ROOTS.
 4. DO NOT HEAVILY PRUNE SHRUB AT PLANTING. ONLY PRUNE BROKEN OR DEAD BRANCHES.
 5. INSTALL SHRUBS SIMULTANEOUSLY WITH INSTALLATION OF PLANTING PIT. DO NOT CREATE PLANTING PIT.
 6. WATER THOROUGHLY FOLLOWING PLANTING.

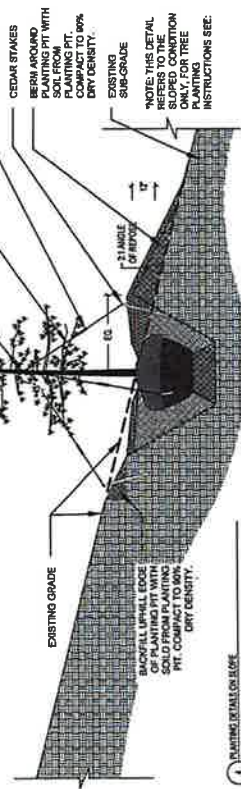


2 TYPICAL SHRUB PLANTING DETAIL
SCALE: 1/4" = 1'-0"

- TYPICAL TREE PLANTING DETAIL**
- COMPACTED BACKFILL
 - GUY WIRES
 - EXTENT OF ROOTBALL
 - EXTENT OF PLANTING PIT
 - EXISTING GRADE



3 TYPICAL TREE PLANTING DETAIL
SCALE: 1/4" = 1'-0"

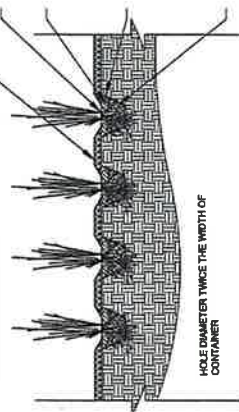


4 TYPICAL SHRUB PLANTING DETAIL
SCALE: 1/4" = 1'-0"

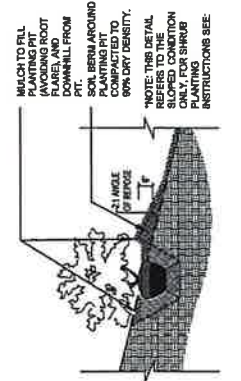
GRASS PLANTING NOTES

1. DO NOT ALLOW ROOTS TO DRY OUT DURING INSTALLATION PROCESS. SOAK ROOTS OVERNIGHT BEFORE PLANTING.
2. INSTALL PLANTS SIMULTANEOUSLY WITH INSTALLATION OF PLANTING SOIL. DO NOT CREATE PLANTING PIT.
3. WATER THOROUGHLY FOLLOWING PLANTING.

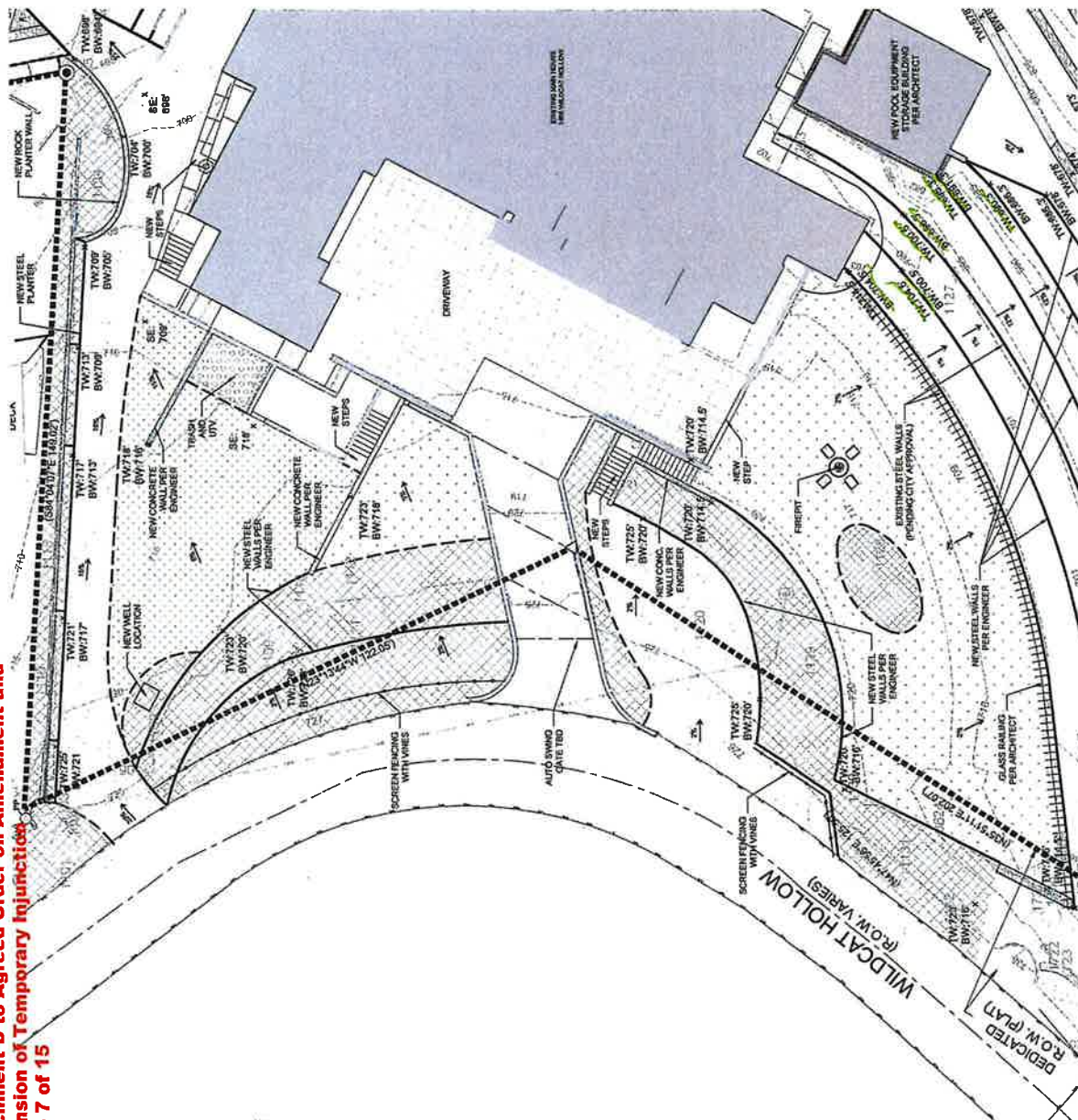
REFER TO PLAN FOR SPACING



5 TYPICAL GRASS PLANTING DETAIL
SCALE: 1/4" = 1'-0"



6 TYPICAL SHRUB PLANTING DETAIL
SCALE: 1/4" = 1'-0"



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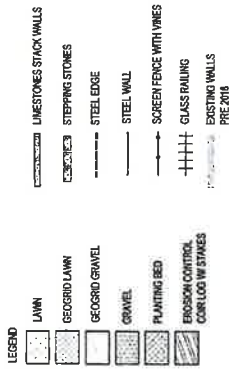
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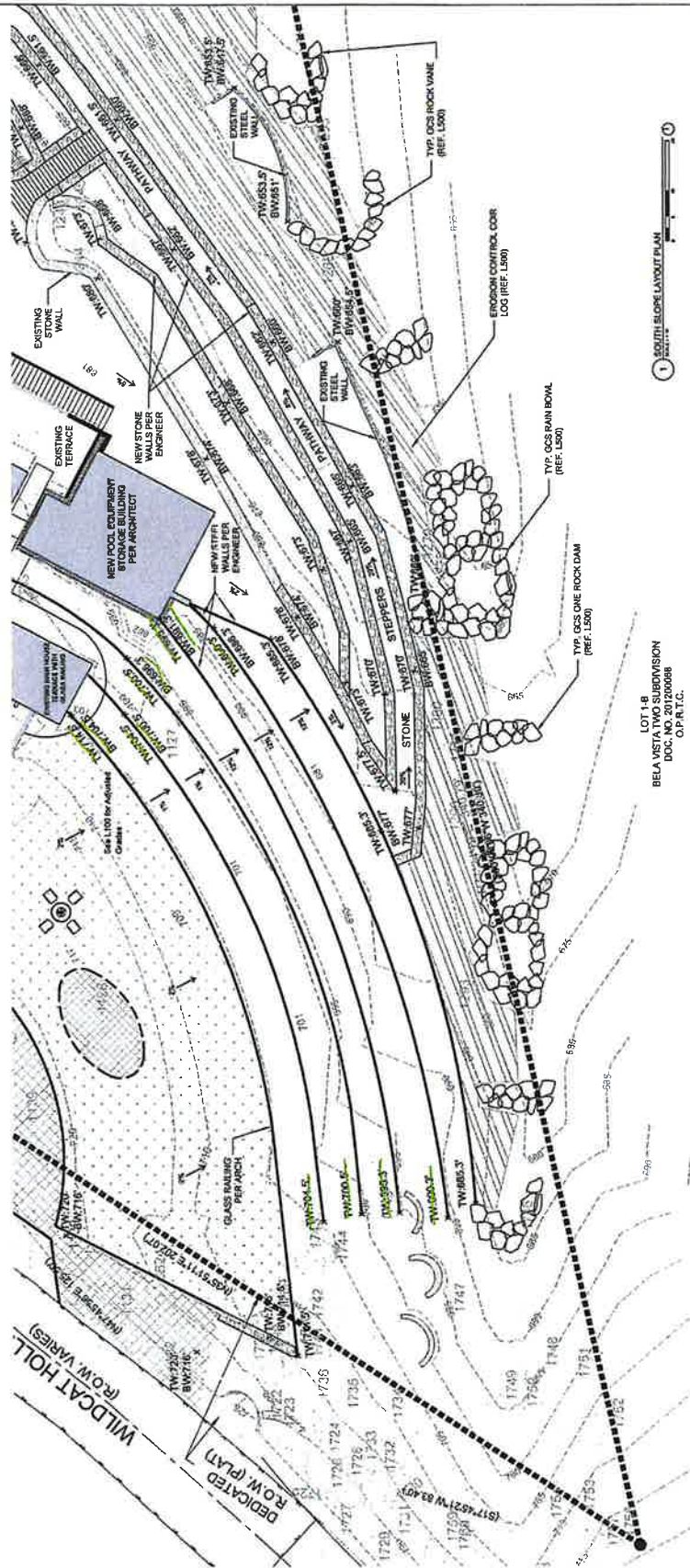
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Invoice No.	
Product No.	

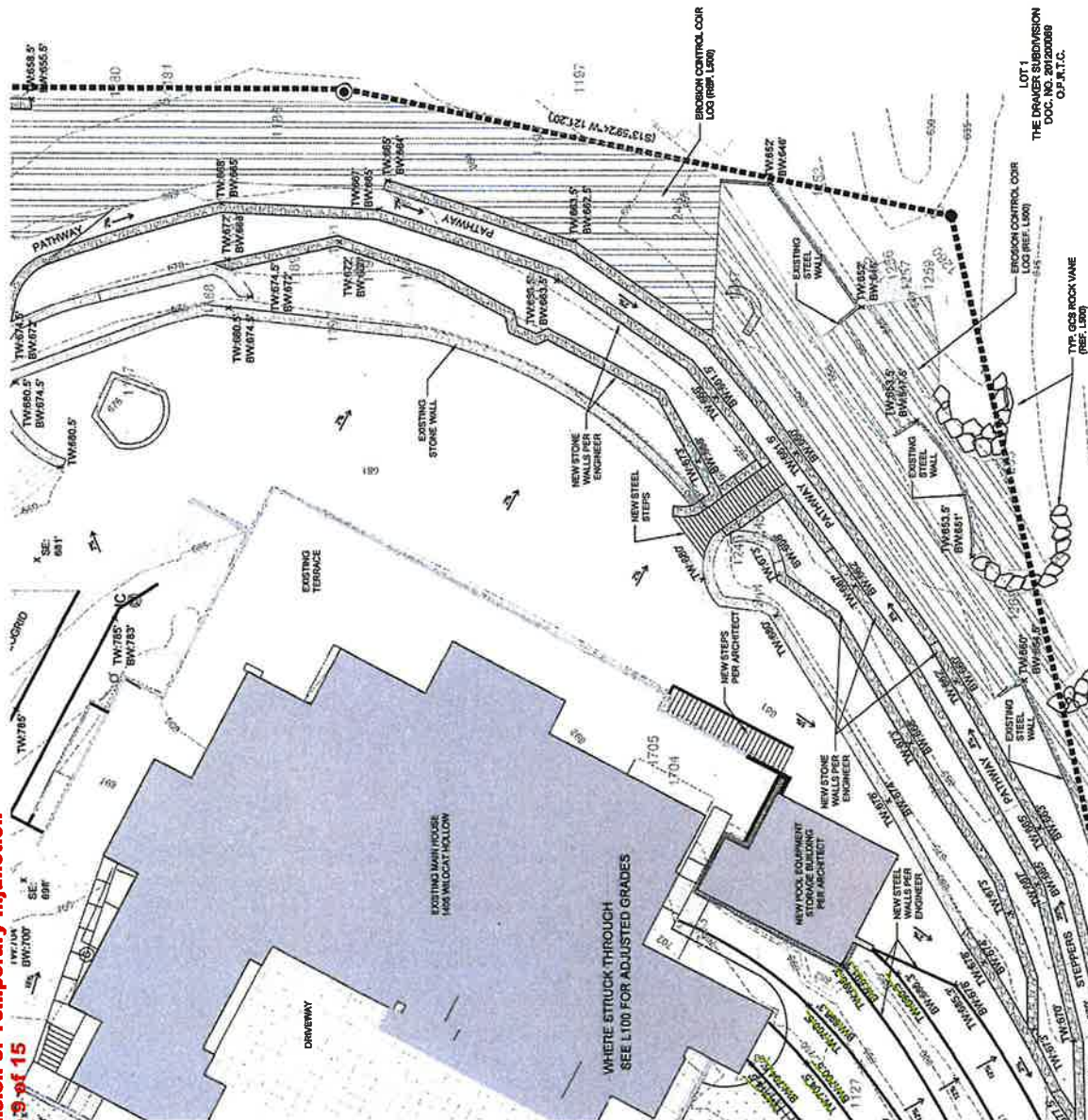
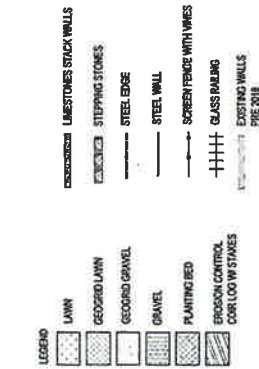
**FRONT YARD
LAYOUT PLAN
L-101**

[illegible]



WHERE STRUCK THROUGH IN GREEN, SEE L100 FOR ADJUSTED GRADES





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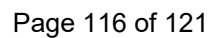
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REVISION:	DATE: 01/11/2021
DESCRIPTION:	BY: J. BALCONES
DATE: 01/11/2021	BY: J. BALCONES
DATE: 01/11/2021	BY: J. BALCONES
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DATE: 01/11/2021	BY: J. BALCONES
DATE: 01/11/2021	BY: J. BALCONES

**EAST SLOPE
LAYOUT PLAN
L-103**

CITY: 06/19/21



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CONSTRUCTION

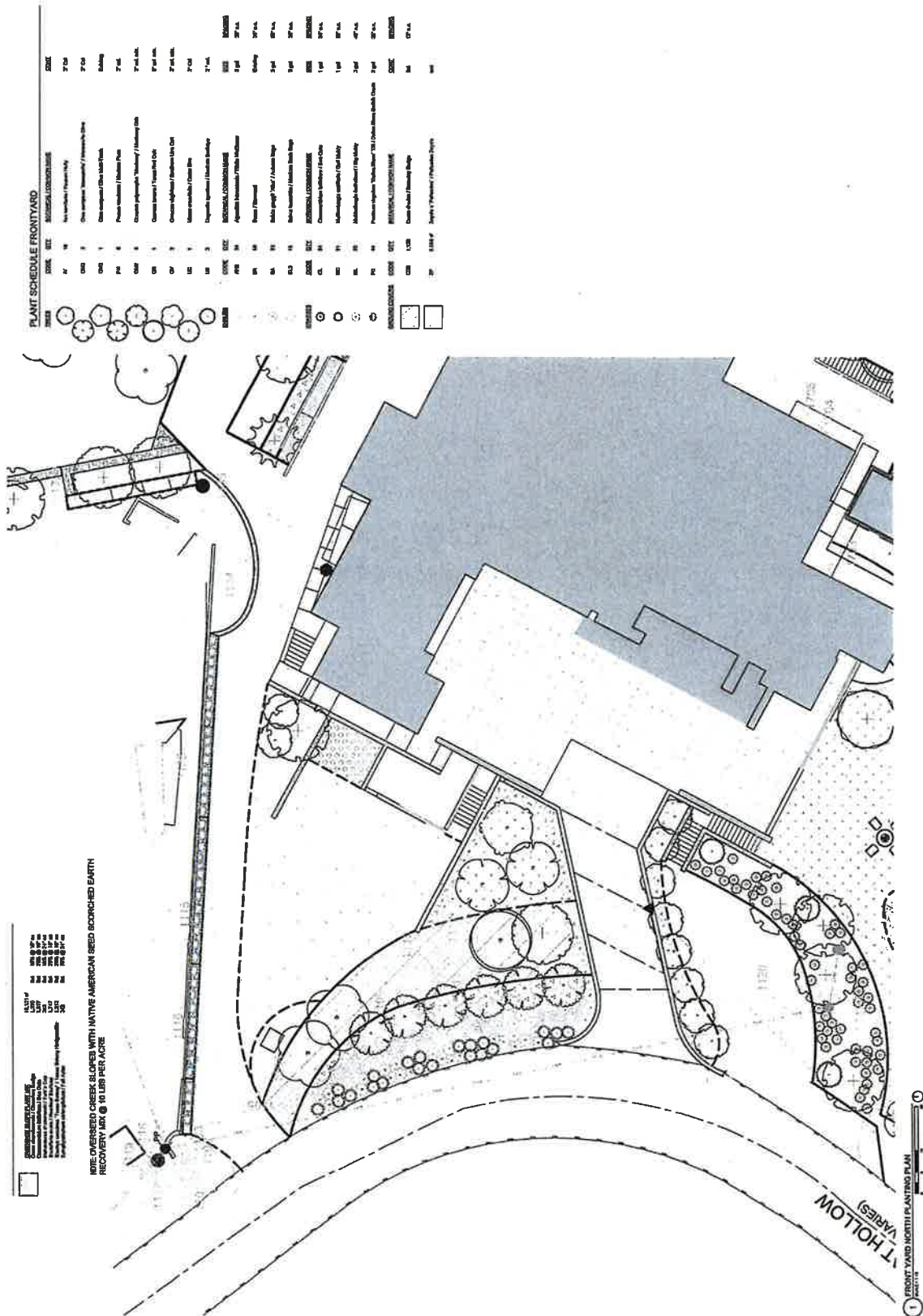
1405 WILDCAT HOLLOW,
WEST LAKE HILLS, TX 78746

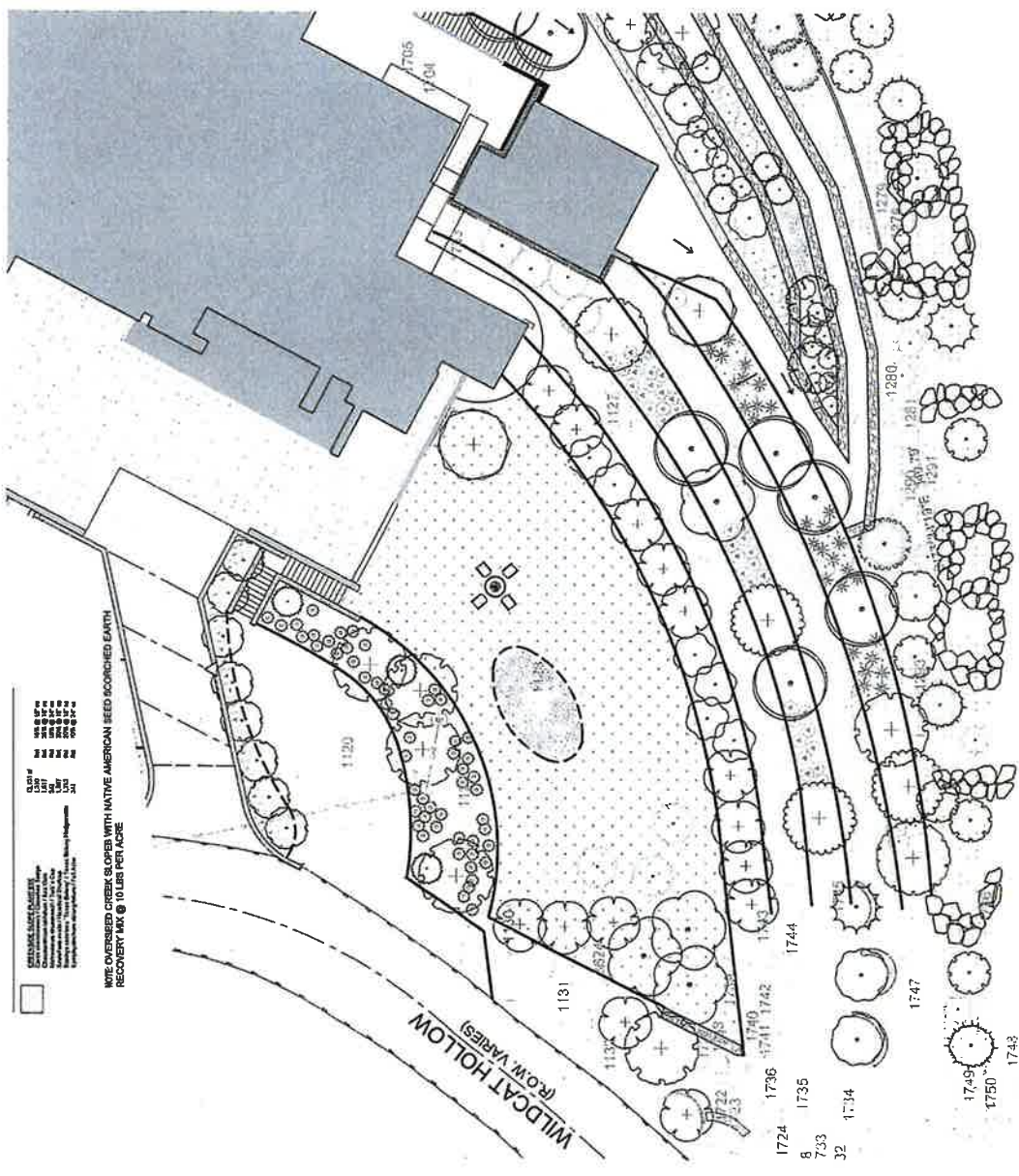
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PROJECT NO.	1405
DATE	08/14/14
DESIGNER	STUDIO BALCONES
CLIENT	1405 WILDCAT HOLLOW
LOCATION	WEST LAKE HILLS, TX
PROJECT TYPE	RESIDENTIAL
PROJECT NO.	1405

DETAILED
PLANTING PLANS
L-201

CITY / STATE





1 FRONT YARD SOUTH PLANTING PLAN

STUDIO BALCONES
LANDSCAPE ARCHITECTURE + URBANISM
10000 N. DALLAS STREET
SUITE 100, DALLAS, TX 75243
214.440.0000
www.studiobalcones.com

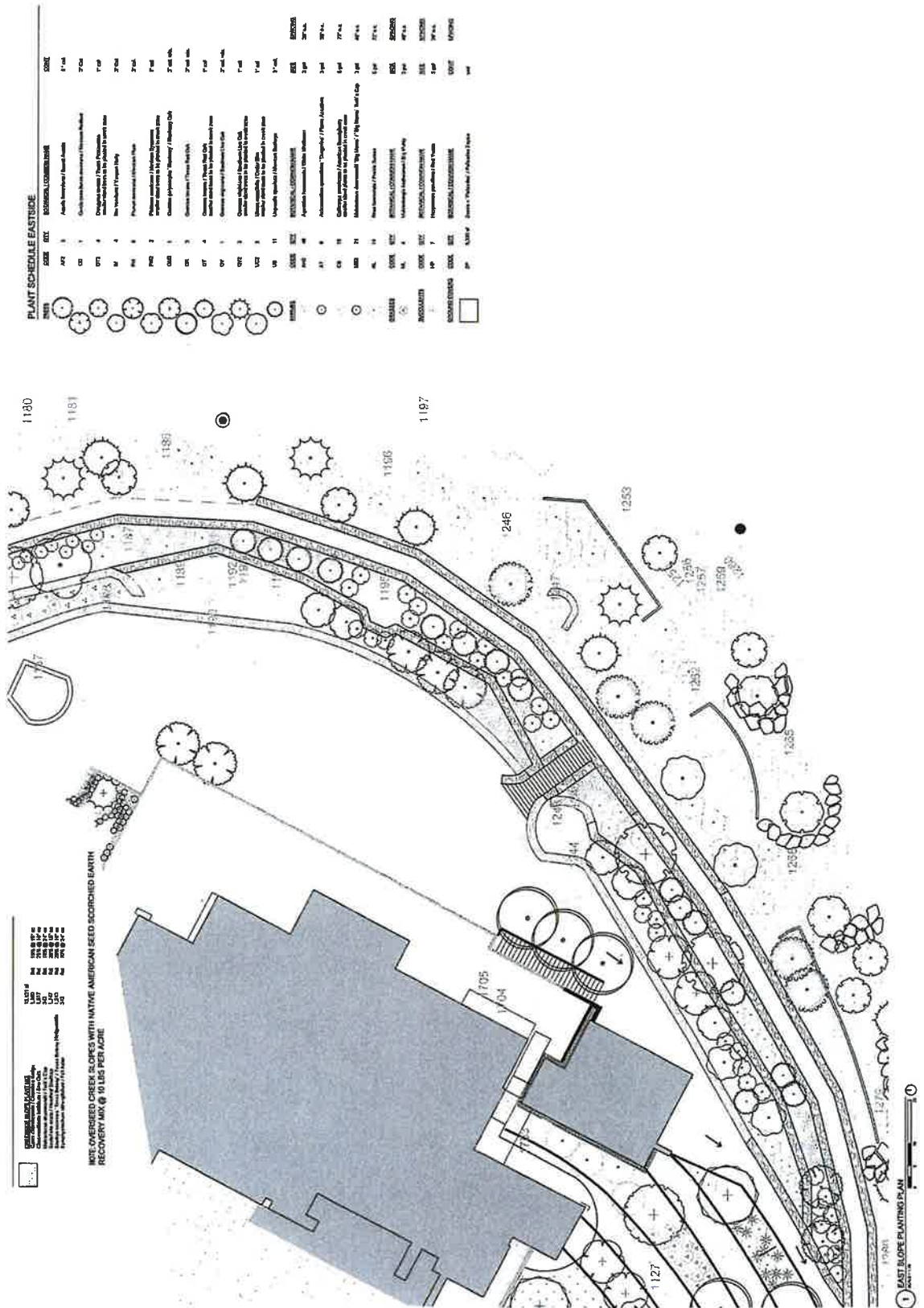
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Architectural & Landscape Design
10000 N. DALLAS STREET, SUITE 100, DALLAS, TX 75243
214.440.0000
www.studiobalcones.com

DESIGNED BY:	STUDIO BALCONES
DESIGNED FOR:	STUDIO BALCONES
DESIGNED DATE:	04.17.21
DESIGNED BY:	STUDIO BALCONES
DESIGNED FOR:	STUDIO BALCONES
DESIGNED DATE:	04.17.21
DESIGNED BY:	STUDIO BALCONES
DESIGNED FOR:	STUDIO BALCONES
DESIGNED DATE:	04.17.21
DESIGNED BY:	STUDIO BALCONES
DESIGNED FOR:	STUDIO BALCONES
DESIGNED DATE:	04.17.21

DETAILED
PLANTING PLANS
L-202



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LANDSCAPE ARCHITECTURE - URBANISM

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COUNTY NAME _____
 COUNTY VALUE _____ DATA SOURCE _____
 COUNTY 1 (Signal Ave) _____
 Samplement Price _____ 3.6-37

Product No. 1902

**DETAILED
PLANTING PLANS
L-203**

ENV_000112

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Architecture & Urban Design
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Abstract (175):

President _____ Date Recd. _____
 2008 Objective _____

Signature _____ J.A. 21

1111

11

Project No. 1913

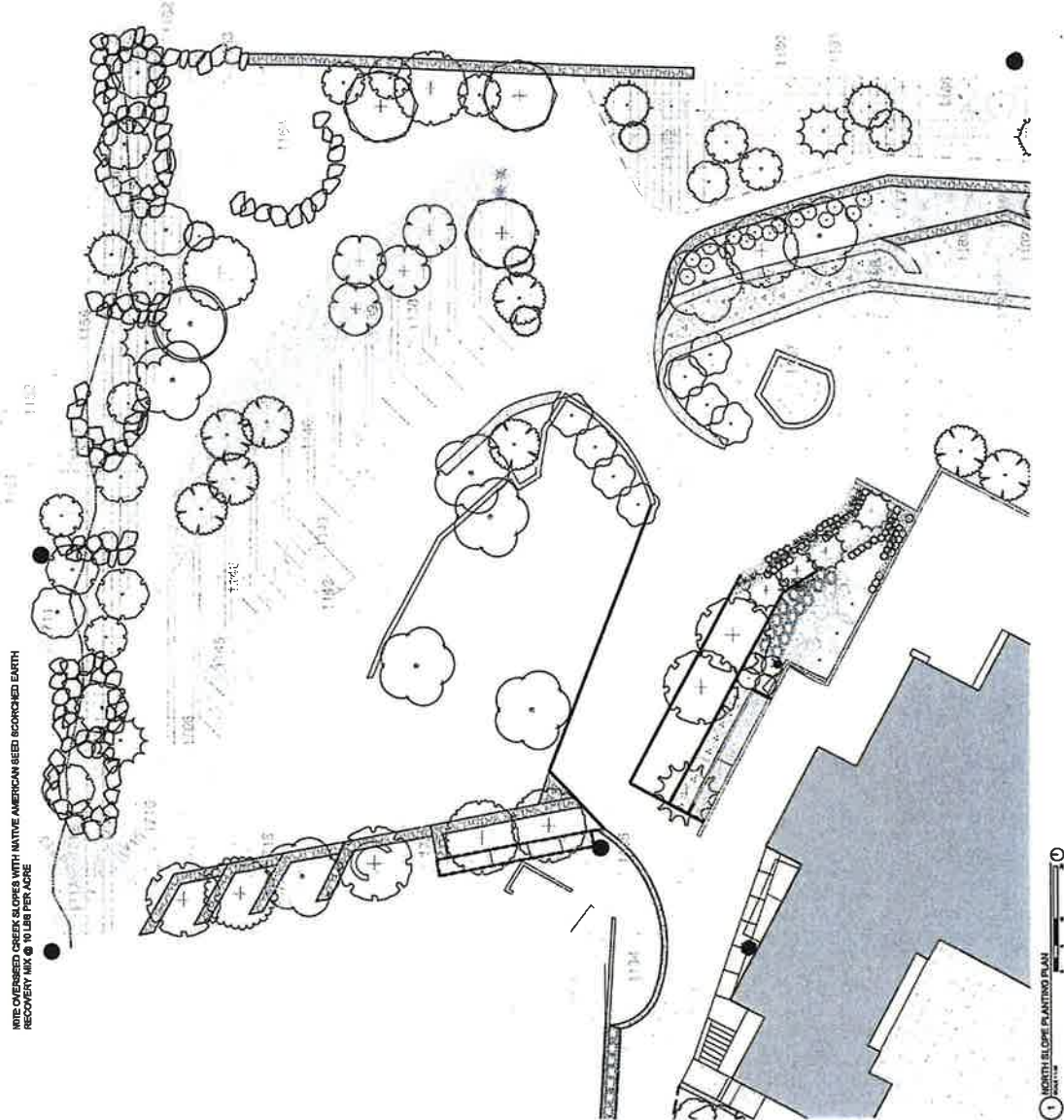
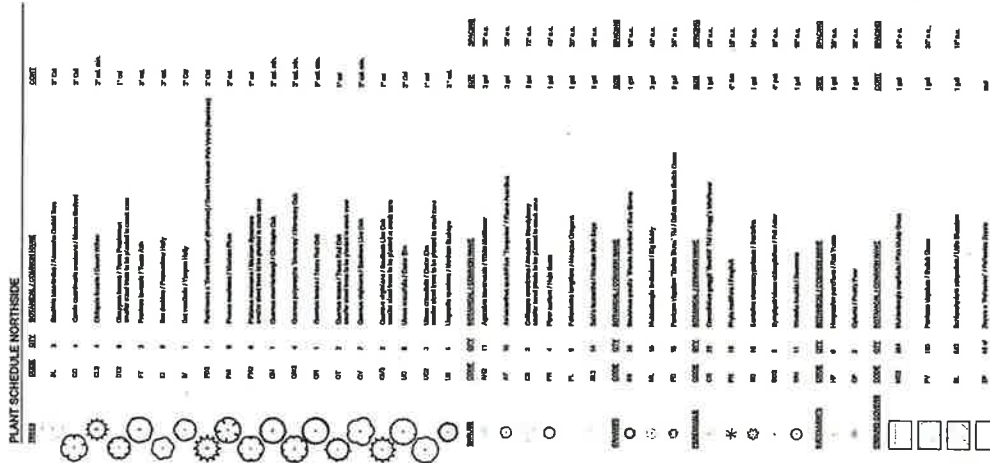
TABLE 1. *Continued*

DETAILED

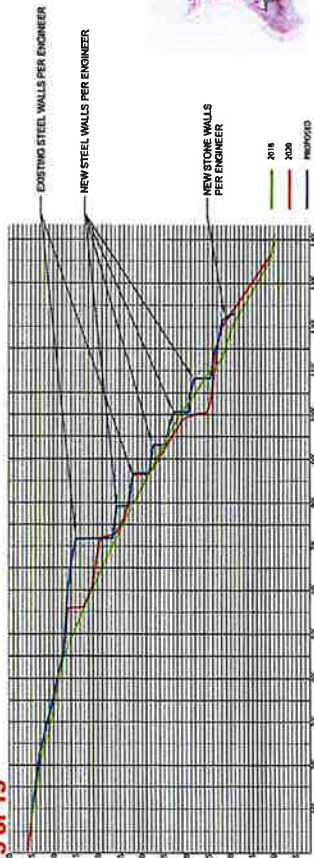
PLANTING PLANS

1-204

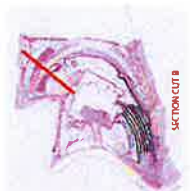
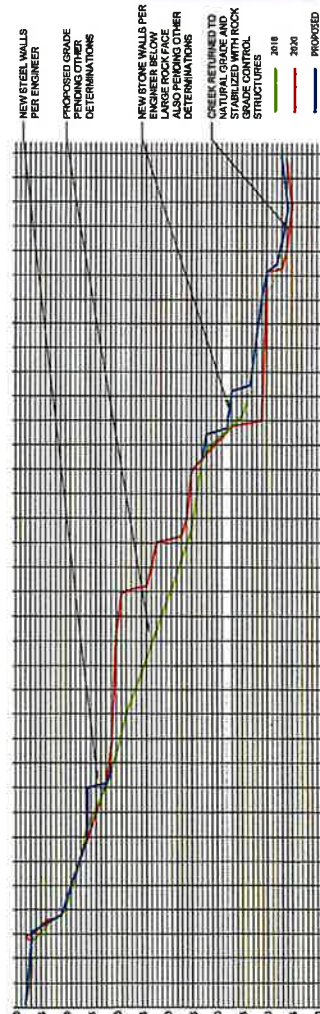
CITY 001113



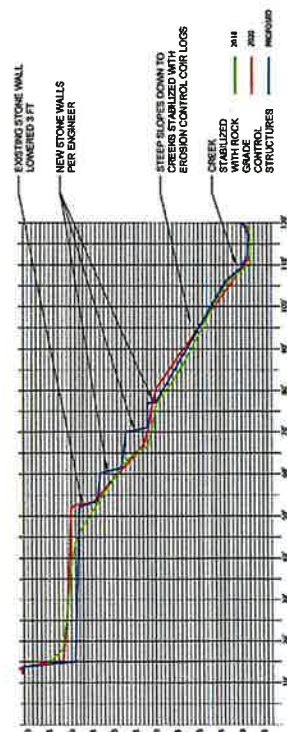
NOTE: RESTORING THE SLOPES TO 2018 IS NOT POSSIBLE IN MANY
AREAS. IN ORDER TO MAKE ROOM FOR NEW SOIL TO PLANT TREES AND
ESTABLISH NEW NATIVE VEGETATION, AND STABILIZE THE DISTURBED
SLOPES, THESE PROPOSED PROFILES HAVE BEEN TERRACED AS CLOSE
TO 2018 GRADE AS POSSIBLE USING DRY STACK LIMESTONE WALLS,
ROCK GRADE CONTROL STRUCTURES IN THE CREEK, AND
BIODEGRADABLE EROSION CONTROL COIR LOG ON EXPOSED SLOPES.
MUCH OF THE NORTH SLOPE (PROFILE B) WILL BE DEPENDENT ON THE
DESIGN AND APPROVAL OF THE SEPTIC FIELD LOCATION, TBD BY OTHERS.



1 GRADING PROFILE A



2 GRADING PROFILE B



3 GRADING PROFILE C