



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, October 14, 2020 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a REMOTE Regular Meeting on the 14th day of October 2020 at 7:00 p.m., at which time the following items will be discussed, to-wit:

REMOTE ACCESS ONLY:

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

The public may participate in this meeting by dialing in to the following toll free number: **(346) 248-7799**, Meeting ID **815 3729 8039**, Password: **387042**

If you wish to speak during the meeting, please provide your name, phone number and the item number you wish to speak on to citysec@westlakehills.org by 1:00 P.M. on October 14, 2020

Members of the public who wish to submit their written comments in lieu of speaking shall submit their comments by emailing citysec@westlakehills.org. Comments must be received by 1:00 P.M. on October 14, 2020

1. Call to Order
2. Citizen Communications The City Council Welcomes Public Comments at this Point on any Issue. If the Issue is Listed on the Agenda, the Speaker May Choose to Comment During the Public Comment Period or When the Specific Agenda item is Taken Up by the Council Later in the Meeting. The Council Cannot Respond to Matters Not Listed on the Agenda Until a Future Meeting. Speakers Shall Limit Their Comments to Five (5) Minutes Each
3. Consent Agenda All Consent Agenda Items Listed are Considered to be Routine by the City Council and Will be Enacted by One (1) Motion. No Separate Discussion or Action on any of the Items is Necessary Unless Desired by a Council Member or Citizen

- a. Approval of the September 23, 2020 Regular Meeting Minutes
 - b. Interlocal Agreement with Austin Regional Intelligence Center (ARIC)
4. Land Use 402 Camp Craft Road: Discuss and Consider Action on a variance application for six (6) variances in order to remodel the existing non-conforming home and accessory structures:
- 1) Refurbish and allow an existing non-conforming main structure to remain in a side setback;
 - 2) Refurbish and allow an existing non-conforming accessory structure to remain in a rear setback;
 - 3) Enclose/refurbish an existing non-conforming structure (sport court) in a rear and side setback;
 - 4) Allow an existing driveway to be rehabilitated and remain in a side setback;
 - 5) Removal of a 27" Crepe Myrtle Tree;
 - 6) Removal of a 15" Oak Tree
- (West Lake Hills Code Sections 22.03.281, 22.03.175, 22.03.304(4)). Owners Robert and Tanja Lee/Applicant CleanTag Permits - Linda Sullivan.
- Dual item requiring BOA and City Council action: Variances 1 – 4 require BOA action and Variances 5 & 6 require City Council action**

- a. Public Hearing: All persons wishing to speak for or against shall be heard.
5. Administration Discuss and Consider Action to Disband and Dissolve the Wastewater Commission
- a. Citizens Communications: All persons wishing to speak on this matter shall be heard
6. Administration Discuss and Consider Action to Disband and Dissolve the Building Design Committee
- a. Citizens Communications: All persons wishing to speak on this matter shall be heard
7. Executive Session An Executive Session may be held in accordance with the authority contained in Texas Government Code, Section 551 for:
- a. Consultation with City Attorney Regarding Pending Litigation in Cause No. 2019032801; City of West Lake Hills, Plaintiff, v. Jaffe Ventures, LLC; Douglas Jaffe III, and 1405 Wild Cat Hollow, West Lake Hills, Texas, Defendants and Cause No. D1GN19007546: City of West Lake Hills, Plaintiff v. Jaffe Ventures, LLC and Douglas Jaffe III (Texas Government Code Section 551.071)
 - b. Consultation with City Attorney Regarding City Property Located at 110 Westlake Drive

8. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the October 14, 2020 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on October 9, 2020 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Stephanie Mills, City Secretary

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

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

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Wednesday, September 23, 2020 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 7:31 p.m. Members in attendance were Mayor Linda Anthony, Mayor Pro Tem Jim O'Connor, Councilmembers Rhonda McCollough, Brian Plunkett, and Beth South.

2. Citizen Communications The City Council Welcomes Public Comments at this Point on any Issue. If the Issue is Listed on the Agenda, the Speaker May Choose to Comment During the Public Comment Period or When the Specific Agenda item is Taken Up by the Council Later in the Meeting. The Council Cannot Respond to Matters Not Listed on the Agenda Until a Future Meeting. Speakers Shall Limit Their Comments to Five (5) Minutes Each

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

3. Consent Agenda All Consent Agenda Items Listed are Considered to be Routine by the City Council and Will be Enacted by One (1) Motion. No Separate Discussion or Action on any of the Items is Necessary Unless Desired by a Council Member or Citizen
- a. Approval of the September 9, 2020 Regular Meeting Minutes
 - b. Approval of the Proposed FY 2020-2021 Holiday Schedule
 - c. Authorize the City Secretary to Post on the City Website Requesting Applications for ZAPCO and other Volunteer Positions

Motion for Approval made by Mayor Pro Tem O'Connor with a second by Councilmember Plunkett

Motion for Approval carried unanimously by a vote of 4 ayes to 0 nays, with Councilmember Walker absent

4. Land Use Discussion Regarding Possible Drainage Improvement Options in the 100 Block of Reveille Road
- a. Citizens Communications: All persons wishing to speak on this matter shall be heard

No action was taken on this item

5. Ordinance Discuss and Consider Action on the Adoption of an Ordinance Amending City of West Lake Hills Code of Ordinances Chapter 20, Article 20.02, Section 002; to Update the Composition of the Zoning and Planning Commission (ZAPCO) to Mirror that of the City Council to Consist of a Chairperson and Five (5) Members for a Total of Six (6) Members

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

Motion for the Adoption of an Ordinance made by Mayor Pro Tem O'Connor with a second by Councilmember Plunkett

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

6. Ordinance Discuss and Consider Action on the Adoption of an Ordinance of the Final Budget Amendment for Fiscal Year 2019-2020

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

Motion for the Adoption of an Ordinance made by Mayor Pro Tem O'Connor with a second by Councilmember McCollough

Motion for Adoption carried unanimously by a vote of 4 ayes to 0 nays, with Councilmember Walker absent

7. Executive Session An Executive Session may be held in accordance with the authority contained in Texas Government Code, Section 551 for:

- a. Consultation with City Attorney Regarding Pending Litigation in Cause No. 2019032801; City of West Lake Hills, Plaintiff, v. Jaffe Ventures, LLC; Douglas Jaffe III, and 1405 Wild Cat Hollow, West Lake Hills, Texas, Defendants and Cause No. D1GN19007546: City of West Lake Hills, Plaintiff v. Jaffe Ventures, LLC and Douglas Jaffe III (Texas Government Code Section 551.071)

Council went into Executive Session at 7:37 p.m. and reconvened in Open Session at 7:55 p.m.

8. Adjournment

Motion to adjourn the meeting was made by Councilmember South with a second by Mayor Pro Tem O'Connor

Motion carried unanimously by a vote of 4 ayes to 0 nays, with Councilmember Walker absent

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Stephanie Mills, City Secretary

These minutes were approved on _____, 2020.

West Lake Hills Police Department

911 Westlake Drive West Lake Hills, TX 78746



Memorandum

DATE: September 28, 2020
TO: City Administrator Travis Askey
FROM: Chief Gerdes
SUBJECT: Interlocal Agreement with Austin Regional Intelligence Center (ARIC)

The Austin Regional Intelligence Center (ARIC) was set up to provide a centralized, comprehensive, multiagency criminal information and intelligence sharing network to enhance the operational effectiveness and efficiency of the law enforcement agencies involved in order to better protect the public. I became aware of ARIC in early 2015 and asked them how the West Lake Hills Police Department could become a partner agency. I was told it may take a while to add any new agencies and, due to the complexity of the required modifications to the original agreement, it has taken over 5 years to get us to the point where we can become a part of the system.

This new interlocal agreement adds the following law enforcement agencies to the ARIC system:

- Lakeway Police Department
- West Lake Hills Police Department
- Bee Cave Police Department
- Elgin Police Department
- Hutto ISD Police Department

Current ARIC partner agencies include:

- Austin Police Department
- Austin ISD Police Department
- Georgetown Police Department
- Hays County Sheriff's Office
- Pflugerville Police Department
- Round Rock Police Department
- San Marcos Police Department
- Travis County Sheriff's Office
- University of Texas Police Department
- Williamson County Sheriff's Office
- Austin Community College Police Department
- Texas State University Police Department
- Cedar Park Police Department
- Pflugerville ISD Police Department
- Kyle Police Department
- Buda Police Department
- Sunset Valley Police Department

- Manor Police Department
- Bastrop Police Department

The ARIC center is a one stop shop to disseminate intelligence and receive information on crimes that have occurred in any of the member agencies' jurisdiction. Since most criminals don't work in only one jurisdiction, this gives us a much better way to reach all the surrounding jurisdictions to have them look for our criminals and vice versa. ARIC also passes out bulletins on a daily basis regarding people who are wanted in connection to offenses that have occurred in any of the member jurisdictions as well as statewide and nationwide BOLO's (Be On the Look Out for) to include those that are terrorism related.

Our cost to be a part of this organization is \$117 per officer per year, or \$1872 per year. We have been preparing for this for the last couple of years, and there is money in the Police Department budget that will be used to cover this expense. There will be no additional money requested from the General Fund for this. This agreement can be voided by either party with 60 days' notice or if funding is not approved by the governing authority of the member agency.

The Interlocal Cooperation Act requires that the governing body of each agency approve the Interlocal Agreement. I am requesting the West Lake Hills City Council approve this Interlocal Agreement and allow us to become a member agency of the Austin Regional Intelligence Center (ARIC). I believe it will help the West Lake Hills Police Department provide even better service to the residents of West Lake Hills.

Sincerely,



Scott Gerdes
Chief of Police



AUSTIN REGIONAL INTELLIGENCE CENTER

www.arictexas.org | Phone (512)974-2742 |

aric@austintexas.gov

July 23, 2020

Chief Scott Gerdes
City of West Lake Hills Police Department
911 Westlake Drive
West Lake Hills, TX 78746

Re: Amendments to original interlocal agreement and sustainment funding interlocal agreement to add new partners to the Austin Regional Intelligence Center

Dear Chief Gerdes:

Please find enclosed two original copies each of amendments to the Original Interlocal Agreement and Sustainment Funding Interlocal Agreement to add new partners to the Austin Regional Intelligence Center (ARIC).

On April 9, 2020, Austin City Council unanimously approved these amendments to the two interlocal agreements that govern the operations and funding of ARIC. Assistant City Manager Rey Arellano then signed two copies of each amendment for each current partner and the three agencies that are being brought in as partners via the amendments.

Please take all steps necessary to execute the two interlocal agreements and all amendments to them. Because the Interlocal Cooperation Act requires that the governing body of each agency that is a party to an interlocal agreement approve the agreement, the City of West Lake Hills City Council must agree to adopt and be bound by the Original ARIC Agreement as amended by earlier Amendments One and Two, the Sustainment Funding Agreement as amended by earlier Amendments One and Two, and these new amendments prior to signing by the appropriate City of West Lake Hills City official. Copies of the fully executed Original ARIC and Sustainment Funding Agreements and Amendments One and Two to each are attached to the corresponding new Amendment Three, which adds your agency as a new Partner.

Once both interlocals and the corresponding amendments have all been signed, please mail all originals to the Travis County Attorney's Office, care of Assistant County Attorney Barbara Wilson. An envelope addressed to Ms. Wilson is also enclosed for your convenience. Once Ms. Wilson has received signed amendments from all current and soon-to-be partners, the Travis County Commissioners Court will consider and approve Amendment Three to each of the two interlocals, thereby finalizing the addition of the police departments of the City of Lakeway, the City of Westlake, the City of Bee Cave, the City of Elgin, and the Hutto Independent School District as ARIC partners. After the Travis County Judge has also signed all of the amendments, my office will mail one original of each document back to you.

If you have any questions, feel free to contact me at 512-974-8653.

Regards,

Lt. Michael Earley
ARIC Center Director
Austin Police Department

**INTERLOCAL COOPERATION AGREEMENT
FOR SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between the following parties: the City of Austin, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, and Williamson County through its Sheriff's Office (collectively referred to as the "Partner Agencies") for the purpose of establishing sustainment funding for the Austin Regional Intelligence Center (ARIC or Center).

RECITALS

The Austin Regional Intelligence Center (ARIC) is a collaborative effort of ten public safety agencies in Hays, Travis and Williamson Counties. ARIC Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the ARIC Partner Agencies' governing bodies approved an Interlocal Cooperation Agreement that established and outlined the intent of the Partner Agencies to centralize efforts and co-locate (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area.

The Original ARIC Agreement assigns the primary responsibility for the operation of the ARIC to the City of Austin through its Police Department (APD). Further, the Original ARIC

Agreement assigns the City of Austin as the Fiscal Agent for grants provided in support of ARIC, and requires that it provide office space, equipment, and supplies in order to carry out the administrative operation of ARIC. This Agreement recognizes and continues those assignments of duties.

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

A G R E E M E N T

1. Definitions.

A. Annual Assessment means the proportionate share of the Operating Costs stated in the Budget by all Partner Agencies determined in accordance with that Partner Agency's participation level determined as described in 2.A. and as detailed on Exhibit A of that Fiscal Year's approved Budget.

B. City means the City of Austin.

C. Operating Costs are all costs associated with direct purchase of goods and services, including but not limited to computer hardware, computer software, and hardware and software maintenance and replacement. Operating Costs also include technology enhancements necessary to improve the efficiency and effectiveness of ARIC.

D. Fiscal Year means the fiscal year adopted by the City. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.

E. Original ARIC Agreement means the Interlocal Agreement that established the ARIC in calendar year 2010.

F. Partner Agencies means the entities that are parties to the Original ARIC Agreement and that are parties to this Agreement.

G. All terms and definitions described in the Original ARIC Agreement have the same meaning in this Agreement and are fully incorporated in it.

2. **Budget.**

A. **Proportional Cost Allocation.** The annual Operating Costs shall be shared based on the participation levels of each Partner Agency. The Partner Agencies have identified the number of sworn personnel in each Partner Agency that are in positions that will use the services provided by this Agreement, as shown in Exhibit A ("Identified Positions"). The formula for the participation level for each Partner Agency is the approved Budget for Operating Costs divided by the total number of Identified Positions in all Partner Agencies. This per Identified Position contribution is multiplied by the number of Identified Positions in a Partner Agency. The Partner Agencies may modify the number of Identified Positions as needed each Fiscal Year. Each Partner Agency's Annual Assessment includes amounts that may be held in reserve in anticipation of future hardware replacements. Costs that are incurred to benefit only one individual Partner Agency shall be paid only by the Partner Agency benefiting from such ARIC enhancements.

B. **Annual Budget.** The Director of ARIC shall prepare an annual budget on a Fiscal Year basis and submit this budget to the Operational Management Team. The Operational Management Team shall review and adjust the Budget, as needed, and then submit the Budget to the Executive Board. The Executive Board shall, no later than March 1st of each year, recommend that each Partner Agency approve the Budget and appropriate its Annual Assessment in its budget for its next fiscal year.

C. **Budgeted Expenditures.** After the Budget has been approved and funded by the Partner Agencies, the City is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Budget require additional budget approval and funding by all of the Partner Agencies, or re-allocation of existing funds by the Executive Board.

D. **Funding Transfers to City.** Once each Partner Agency appropriates its Annual Assessment in its annual budgetary process, the City shall provide timely and accurate invoices as described in this 2. D. under subsection a) to facilitate the transfer of funds by each Partner Agency to City. The City and the Partner Agencies shall each comply with the following procedures to facilitate payment by City to the ARIC vendors and contractors:

- a). Invoice for Annual Assessment. At least 30 days prior to the beginning of each Fiscal Year, the City shall send each Partner Agency an invoice for its Annual Assessment.
- b). Approval of Invoice Amount. Each Partner Agency must notify City in writing within 15 business days after receipt of the invoice for the Annual Assessment if its invoice does not correctly state its Annual Assessment.
- c). Payment Instructions. City must provide payment instructions to each Partner Agency for the transfer of Partner Agency funds to the City.
- d). Partner Agency Funds. Each Partner Agency must pay its Annual Assessment to the City no later than 60 calendar days after receipt of the invoice.

3. ARIC Fund.

- A. The City shall establish a separate fund for ARIC in its accounting records ("ARIC Fund") that is dedicated to the administration of the ARIC. All funds received from Partner Agencies and other ARIC revenues, including income earned from investment of the ARIC Fund, shall be credited to the ARIC Fund. All ARIC obligations shall be debited from the ARIC Fund. The records for the ARIC Fund shall be maintained in compliance with generally accepted accounting principles.
- B. Investment Income. The ARIC Fund is invested by City in the same manner as City invests its excess funds. Any income earned on the funds invested from the ARIC Fund is credited to the ARIC Fund for the benefit of the ARIC, unless otherwise required by law. Any income earned in the current year will be retained and used to fund anticipated and unanticipated costs in subsequent years, as approved by the Operational Management Team and the Executive Board.
- C. Quarterly Statements. Within 30 days after the end of each quarter, City must provide quarterly statements showing the credits to and debits from the ARIC Fund, including any income earned, to each Partner Agency. The quarterly statements must include beginning and ending ARIC Fund balances. Statements for 'year-end' fund status must be provided as soon after year-end closeout as possible but in no event more than 45 days after the end of the Fiscal Year.

D. **Payments.** Subject to the availability of sufficient funds in the ARIC Fund, the City shall pay ARIC contractors and vendors in compliance with the Texas Prompt Payment Act.

E. **Reports.** The City shall provide each Partner Agency with a monthly report comparing the Budget with the actual expenses incurred in that month and in the current Fiscal Year to date. This report will be provided during the monthly Operational Management Team meeting.

4. **Funding.** The Partner Agencies specifically acknowledge that funding for each Partner Agency's Annual Assessment must go through that Partner Agency's normal budgeting process; and after approval by its governing body, is payable from current revenue available to each funding Partner Agency in compliance with 2. D.

5. **Failure to Appropriate or Partial Funding.** If any Partner Agency fails to appropriate its Annual Assessment by the first day of the Fiscal Year for which the Operating Budget is applicable ("Unfunded Party") or appropriates less than its Annual Assessment for any year, or if any Partner Agency fails to pay all of its Annual Assessment, ("Underfunding Party"), the other Partner Agencies, acting through the Executive Board, may take one or more of the following actions:

A. **Suspension of Representation.** Remove the Unfunded Party from the Operational Management Team and Executive Board, if applicable, and suspend the voting rights for the Unfunded Party.

B. **Notice of Unfunding.** Send the Unfunded Party a notice re-stating the amount due. Each Partner Agency acknowledges that its future right to participate in ARIC is dependent upon fully paying its Annual Assessment each year.

C. **Budget Revision.** Amend the Operating Budget by reducing costs and/or increasing the amounts paid by the other Partner Agencies if the Unfunded Party opts not to continue to participate.

6. **Relationship of Parties and Liability.** Nothing in this Agreement shall be deemed to create an employment relationship between any of the Partner Agencies. The Partner Agencies

do not waive and do intend to assert any available defenses and/or limitations on liability. No Partner Agency shall be considered to be an agent of any other Partner Agency. The Partner Agencies acknowledge that none of the parties has waived its sovereign immunity by entering into this Agreement.

7. Amendments.

A. This Agreement may be modified only by a writing properly executed by each of the Partner Agencies. Any representation or promise made after the execution of this Agreement and any modification or amendment of this Agreement shall NOT be binding on the Partner Agencies unless made in writing and properly executed by each of the Partner Agencies.

B. This Agreement may be amended to include one or more additional parties as Partner Agencies. A new Partner Agency must first be agreed upon by a majority of the Executive Board, with final approval by the Chair before an amendment is written. The governing body of the new Partner Agency and the governing body of each current Partner Agency governing body must sign the amendment to this agreement that adds the new Partner Agency and binds the new Partner Agency to all of the terms and conditions contained in this Agreement.

8. Term of Agreement.

A. Effective Date. This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement. Once effective, the initial term of this Agreement shall terminate on the same date as the then current term of the Original ARIC Agreement.

B. Renewal Term(s). Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein. Each additional renewal term shall terminate on the same date as the renewal term of the Original ARIC Agreement that begins on the date of the renewal term of this Agreement.

C. Termination. A party to this Agreement may terminate its involvement in this Agreement upon 60 days written notice to the other parties.

9. **Assignment.** A party to this Agreement may not assign or transfer its interests or obligations under this Agreement.

10. **Complete Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This agreement does not supersede or otherwise change the terms of the Original ARIC Agreement.

11. **Severability.** If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

12. **Third Party Beneficiaries.** This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

13. **Miscellaneous.**

A. This Agreement is subject to the provisions of any agreement made between the parties to this Agreement and the United States Government relative to the expenditure of federal funds for the development of the ARIC.

B. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14. **Notice.**

A. All notices sent pursuant to this Interlocal Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

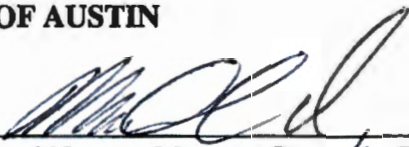
B. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

C. Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

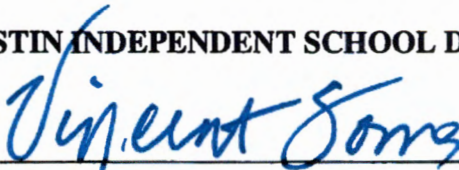
D. Notices sent to the parties pursuant to this Interlocal Agreement shall be delivered or sent to the addresses for notice stated in the Original ARIC Agreement unless that address has been changed in compliance with XX. C. of the Original ARIC Agreement and 14. C. of this Agreement

15. **Duplicate Originals.** This document may be executed in duplicate originals.

CITY OF AUSTIN

By:  Date: 10/5/12
Printed Name: Marc A. Ott
Title: City Manager

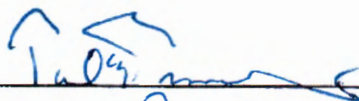
AUSTIN INDEPENDENT SCHOOL DISTRICT

By:  Date: 3/21/13
Printed Name: Vincent M. Torres
Title: Board President

APPROVED AS TO LEGAL FORM

10/5/2013

CITY OF GEORGETOWN

By:  Date: 1/22/13
Printed Name: Paul E. Brandenburg
Title: City Manager

HAYS COUNTY

By: Bent Cobb Date: 3/22/2013
Printed Name: BENT COBB, M.D.
Title: HAYS COUNTY JUDGE

CITY OF ROUND ROCK

By: Alan McGraw Date: 2.14.13
Printed Name: Alan McGraw
Title: MAYOR

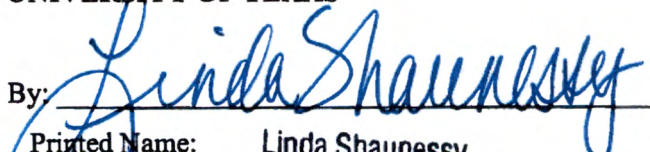
CITY OF SAN MARCOS

By: James R. Nuse Date: 4/22/2013
Printed Name: James R. Nuse, P.E.
Title: City Manager

TRAVIS COUNTY

By: Samuel T. Biscoe Date: 10.30.12
Printed Name: SAMUEL T. BISCOE
Title: COUNTY JUDGE

UNIVERSITY OF TEXAS

By:  Date: Dec. 19, 2012
Printed Name: Linda Shaunessy
Title: Business Contracts Administrator

WILLIAMSON COUNTY

By: _____ Date: _____
Printed Name: _____
Title: _____

CITY OF PFLUGERVILLE

By:  Date: 2/11/13
Printed Name: BRANDON WADE
Title: CITY MANAGER

Austin Regional Intelligence Proportional Cost for Partner Agencies

Fiscal Year 2012-2013

Exhibit A

DEPARTMENT	NUMBER of SWORN	FY2013 CONTRIBUTION
Austin PD	1,718	201,006
Travis County SO	850	99,450
Williamson County SO	222	25,974
Hays County SO	140	16,380
Round Rock PD	152	17,784
San Marcos PD	94	10,998
Pflugerville PD	80	9,360
Georgetown PD	78	9,126
Austin I.S.D. PD	67	7,839
University of Texas PD	66	7,722
AFD - Investigations	14	1,638
TOTAL	3,481	407,277
Contribution per Officer		117

AMENDMENT ONE TO INTERLOCAL COOPERATION AGREEMENT
for the
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)

This Amendment One to the Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin through its Police Department,
Austin Independent School District through its Police Department,
City of Georgetown through its Police Department,
Hays County through its Sheriff's Office,
City of Pflugerville through its Police Department,
City of Round Rock through its Police Department,
City of San Marcos through its Police Department,
Travis County through its Sheriff's Office,
University of Texas through its Police Department, and
Williamson County through its Sheriff's Office
(collectively referred to as the "Original Partner Agencies" in this Amendment).

And

Austin Community College through its Police Department,
Texas State University through its Police Department,
City of Cedar Park through its Police Department,
Pflugerville Independent School District through its Police Department,
City of Kyle through its Police Department, and
City of Buda through its Police Department.
(collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Original Partner Agencies and the New Partner Agencies are referred to as "Partner Agencies."

RECITALS

ARIC is a collaborative effort of public safety agencies in Hays, Travis and Williamson Counties. Partner Agencies work together to provide resources, expertise, and information to the

ARIC. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the Original Partner Agencies' governing bodies approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies' governing bodies approved a second Interlocal Cooperation Agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit these agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies' governing bodies, each New Partner Agency must execute a Counterpart Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment One to the Original ARIC Agreement is to add the New Partner Agencies to the Original ARIC Agreement.

Legal authority for amending and entering into these Agreements by the Original Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Original Partner Agencies agree to amend the Original ARIC Agreement, and the New Partner Agencies each agree to execute Counterpart Original ARIC Agreements and amend that agreement, as follows:

AMENDMENT TO ORIGINAL ARIC AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the Original ARIC Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, and the City of Buda through its Police Department.

2.0 XX NOTICE

Section XX (Notice) of the Original ARIC Agreement is amended by adding subsection E to read as follows:

E. Notices pursuant to this Interlocal Agreement after this amendment becomes effective, shall also be delivered or sent to:

Austin Community College

City of Cedar Park

Texas State University

City of Buda

Pflugerville I.S.D

City of Kyle

3.0 XXII EXECUTION OF THIS AGREEMENT.

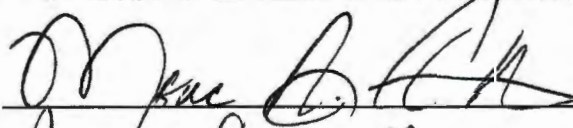
Section XXII, titled "EXECUTION OF THIS AGREEMENT" is added to the Original ARIC Agreement as follows:

This Agreement and any amendments to this Agreement may be executed by the Original Partner Agencies and the New Partner Agencies in multiple counterparts, each of which shall be considered one and the same agreement.

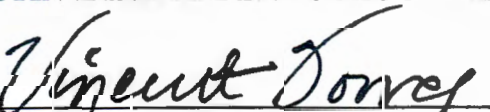
4.0 EFFECTIVE DATE OF THIS AMENDMENT.

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By:  Date: 5.7.14
AUSTIN CITY MANAGER

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By:  Date: 6/4/14
Board President

APPROVED AS TO LEGAL FORM
msw 6.6.14

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

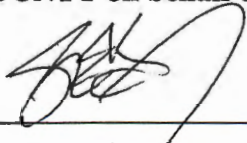
CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By:  _____ Date: **JUN 21 2016**
Sarah Eckhardt, County Judge

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL D DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

**AMENDMENT TWO TO INTERLOCAL COOPERATION
AGREEMENT FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amendment Two to the Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County through Hays County Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County through Travis County Sheriff's Office,
University of Texas Austin Community College on behalf of its Police Department,
Williamson County through Williamson County Sheriff's Office,
Austin Community College on behalf of its Police Department
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle through its Police Department, and
City of Buda on behalf of its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment).

And

City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Bastrop on behalf of its Police Department.
(Collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as "Partner Agencies."

RECITALS

ARIC is a collaborative effort of public safety agencies in Hays, Travis and Williamson Counties. Current Partner Agencies work together to provide resources, expertise, and information to the ARIC. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies' governing bodies ("Original Partner Agencies") approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies' governing bodies approved a second Interlocal Cooperation Agreement that established a funding mechanism to sustain the operations of the ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit these agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies' governing bodies, each New Partner Agency must execute a Counterpart Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The two purposes of this Amendment Two to the Original ARIC Agreement are to add the New Partner Agencies to the Original ARIC Agreement and to authorize the City of Austin to enter into separate collateral agreements with non-governmental entities, as necessary, to provide these non-governmental entities with obligations and benefits equivalent to Partner Agencies.

Legal authority for amending and entering into these Agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the New Partner Agencies agree to adopt and be bound by the Original ARIC Agreement as amended by Amendment One. A copy of the fully executed Original ARIC Agreement is attached to this Amendment, and a single executed counterpart copy of Amendment One, which was executed in multiple counterparts, is also attached to this Amendment.

The Partner Agencies all agree to amend the Original ARIC Agreement as amended by Amendment One as follows:

AMENDMENT TO ORIGINAL ARIC AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the Original ARIC Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin on behalf of its Police Department, Austin Independent School District on behalf of its Police Department, City of Georgetown on behalf of its Police Department, Hays County through Hays County Sheriff's Office, City of Pflugerville on behalf of its Police Department, City of Round Rock on behalf of its Police Department, City of San Marcos on behalf of its Police Department, Travis County through Travis County Sheriff's Office, University of Texas on behalf of its Police Department, Williamson County through Williamson County Sheriff's Office, Austin Community College on behalf of its Police Department, Texas State University on behalf of its Police Department, City of Cedar Park on behalf of its Police Department, Pflugerville Independent School District on behalf of its Police Department, City of Kyle on behalf of its Police Department, City of Buda on behalf of its Police Department, City of Sunset Valley on behalf of its Police Department, City of Manor on behalf of its Police Department, and the City of Bastrop on behalf of its Police Department.

2.0 XIII AMENDMENTS

Section XIII (Amendments) of the Original ARIC Agreement is amended by adding subsection C to read as follows:

C. The City of Austin is authorized to enter into separate collateral agreements, as necessary, to allow agencies that are not state agencies, local governments, or other agencies that are authorized to contract with each other under Chapters 771 and 791 of the Government Code (non-governmental agencies) to assume obligations and receive benefits equivalent to Partner Agencies (Partner Equivalent Agencies). To qualify for consideration to become a Partner Equivalent Agency, a nongovernmental agency must utilize a full-service law enforcement component that employs police officers licensed by the State of Texas and vested with full law enforcement powers and responsibilities. Before any non-governmental agency becomes a Partner Equivalent Agency, that non-governmental agency must first be agreed upon by a majority of the Executive Board, with approval by the Chair. Upon approval by the Executive Board and Chair, the approved non-governmental agency is recommended to the City of Austin City Council which must approve each agreement to create a Partner Equivalent Agency before any approved non-governmental agency seeking to become a Partner Equivalent Agency may be offered that agreement. Such an agreement must include the same terms of understanding contained in the Original ARIC Agreement in substantially the same format as the Original ARIC Agreement. (Partner Equivalent Agency Agreement). To complete the transaction, the approved nongovernmental agency and the City of Austin must execute the Partner Equivalent Agency Agreement.

3.0 XX NOTICE

Section XX (Notice) of the Original ARIC Agreement is amended by adding subsection F to read as follows:

F. Notices pursuant to this Interlocal Agreement after this amendment becomes effective, shall also be delivered or sent to:

City of Sunset Valley

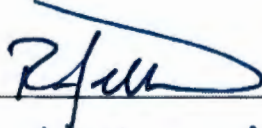
City of Manor

City of Bastrop

4.0 EFFECTIVE DATE OF THIS AMENDMENT

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By:  Date: 2/21/17
Rey Arellano, Assistant City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY through the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

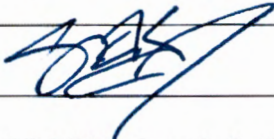
CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY through the TRAVIS COUNTY SHERIFF'S OFFICE

By: SARAH ECKHARDT Date: MAR 14 2019
 _____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY through the WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: Jeff Barnett Date: 5-12-17
Jeff Barnett, Chief of Police 5-17-17 JB

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

**AMENDMENT TWO TO INTERLOCAL COOPERATION AGREEMENT FOR
SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amendment Two to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County through Hays County Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County through Travis County Sheriff's Office,
University of Texas on behalf of its Police Department,
Williamson County through Williamson County Sheriff's Office,
Austin Community College on behalf of its Police Department,
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle on behalf of its Police Department, and
City of Buda on behalf of its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment)

And

City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Bastrop on behalf of its Police Department.
(Collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as "Partner Agencies."

RECITALS

The ARIC is a collaborative effort of public safety agencies in Hays, Travis and Williamson Counties. Current Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies' governing bodies ("Original Partner Agencies") approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies' governing bodies approved a second interlocal cooperation agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit those agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies' governing bodies, each New Partner Agency must execute a Counterpart Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The two purposes of this Amendment Two to the ARIC Sustainment Funding Agreement are to add the New Partner Agencies to the ARIC Sustainment Funding Agreement and to authorize the City of Austin to enter into separate collateral agreements with non-governmental entities, as necessary, to provide these non-governmental entities with obligations and benefits equivalent to Partner Agencies.

Legal authority for amending and entering into these agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the New Partner Agencies agree to adopt and be bound by the ARIC Sustainment Funding Agreement as amended by Amendment One. A copy of the fully executed ARIC Sustainment Funding Agreement is attached to this Amendment, and a single executed counterpart copy of Amendment One, which was executed in multiple counterparts, is also attached to this Amendment.

The Partner Agencies all agree to amend the ARIC Sustainment Funding Agreement as amended by Amendment One as follows:

AMENDMENT TO ARIC SUSTAINMENT FUNDING AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the ARIC Sustainment Funding Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin on behalf of its Police Department, Austin Independent School District on behalf of its Police Department, City of Georgetown on behalf of its Police Department, Hays County through Hays County Sheriff's Office, City of Pflugerville on behalf of its Police Department, City of Round Rock on behalf of its Police Department, City of San Marcos on behalf of its Police Department, Travis County through Travis County Sheriff's Office, University of Texas on behalf of its Police Department, Williamson County through Williamson County Sheriff's Office, Austin Community College on behalf of its Police Department, Texas State University

on behalf of its Police Department, City of Cedar Park on behalf of its Police Department, Pflugerville Independent School District on behalf of its Police Department, City of Kyle on behalf of its Police Department, City of Buda on behalf of its Police Department, City of Sunset Valley on behalf of its Police Department, City of Manor on behalf of its Police Department, and the City of Bastrop on behalf of its Police Department.

2.0 AMENDMENT TO SECTION 7

Section 7 of the ARIC Sustainment Funding Agreement is amended by adding subsection C to read as follows:

C. The City of Austin is authorized to enter into separate collateral agreements, as necessary, to allow agencies that are not state agencies, local governments, or other agencies that are authorized to contract with each other under Chapters 771 and 791 of the Government Code (non-governmental agencies) to assume obligations and receive benefits equivalent to Partner Agencies (Partner Equivalent Agencies). To qualify for consideration to become a Partner Equivalent Agency, a non-governmental agency must utilize a full-service law enforcement component that employs police officers licensed by the State of Texas and vested with full law enforcement powers and responsibilities. Before any non-governmental agency becomes a Partner Equivalent Agency, that non-governmental agency must first be agreed upon by a majority of the Executive Board, with approval by the Chair. Upon approval by the Executive Board and Chair, the approved non-governmental agency is recommended to the City of Austin City Council which must approve each agreement before any approved non-governmental agency seeking to become a Partner Equivalent Agency may be offered an agreement to become a Partner Equivalent Agency. Such an agreement must include the same terms of understanding contained in the ARIC Sustainment Funding Agreement in substantially the same format as the ARIC Sustainment Funding Agreement. (Partner Equivalent Agency Funding Agreement). To complete the transaction, the approved non-governmental agency and the City of Austin must execute the Partner Equivalent Agency Funding Agreement.

3.0 EFFECTIVE DATE OF THIS AMENDMENT.

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By: _____

R. Full

Date: _____

4/23/2018

Assistant City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY through the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY through the TRAVIS COUNTY SHERIFF'S OFFICE

By: SARAH ECKHARDT Date: MAR 14 2019

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY through the WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: Rose Cardina Date: 11-06-18

Rose Cardina, Mayor

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

**AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT FOR
SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amendment Three to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County on behalf of its Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County on behalf of its Sheriff's Office,
University of Texas on behalf of its Police Department, and
Williamson County on behalf of its Sheriff's Office.
Austin Community College on behalf of its Police Department,
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle on behalf of its Police Department, and
City of Buda on behalf of its Police Department.
City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Bastrop on behalf of its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment)

And

City of Lakeway on behalf of its Police Department,
City of West Lake Hills on behalf of its Police Department,

City of Bee Cave on behalf of its Police Department,
Hutto Independent School District on behalf of its Police Department,
City of Elgin on behalf of its Police Department.
(Collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as "Partner Agencies."

RECITALS

The ARIC is a collaborative effort of public safety agencies in Hays, Travis and Williamson Counties. Current Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies' governing bodies ("Original Partner Agencies") approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin- Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies' governing bodies approved a second interlocal cooperation agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit those agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies' governing bodies, each New Partner Agency must execute a Counterpart

Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment Three to the ARIC Sustainment Funding Agreement is to add the New Partner Agencies to the ARIC Sustainment Funding Agreement.

Legal authority for amending and entering into these agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Current Partner Agencies agree to amend the ARIC Sustainment Funding Agreement, and the New Partner Agencies each agree to execute Counterpart ARIC Sustainment Funding Agreements and amend that agreement as follows:

AMENDMENT TO ARIC SUSTAINMENT FUNDING AGREEMENT

1.0 LIST OF PARTIES

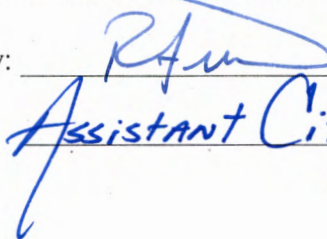
The list of parties at the beginning of the ARIC Sustainment Funding Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, City of Buda through its Police Department, City of Sunset Valley through its Police Department, City of Manor through its Police Department, City of Bastrop through its Police Department, City of Lakeway through its Police Department, City of West Lake Hills through its Police Department, City of Bee Cave through its Police Department, Hutto Independent School District through its Police Department, and the City of Elgin through its Police Department.

2.0 EFFECTIVE DATE OF THIS AMENDMENT.

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By:  Date: 06/03/2020
Assistant City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF WEST LAKE HILLS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

**AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT FOR
SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amendment Three to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County on behalf of its Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
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University of Texas on behalf of its Police Department, and
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Austin Community College on behalf of its Police Department,
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City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle on behalf of its Police Department, and
City of Buda on behalf of its Police Department.
City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Bastrop on behalf of its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment)

And

City of Lakeway on behalf of its Police Department,
City of West Lake Hills on behalf of its Police Department,

City of Bee Cave on behalf of its Police Department,
Hutto Independent School District on behalf of its Police Department,
City of Elgin on behalf of its Police Department.
(Collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as "Partner Agencies."

RECITALS

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Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit those agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies' governing bodies, each New Partner Agency must execute a Counterpart

Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

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Legal authority for amending and entering into these agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

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AMENDMENT TO ARIC SUSTAINMENT FUNDING AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the ARIC Sustainment Funding Agreement is deleted and the following is substituted in its place:

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2.0 EFFECTIVE DATE OF THIS AMENDMENT.

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By: R. J. [Signature] Date: 06/03/2020
ASSISTANT CITY MANAGER

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

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CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

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AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)

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Hays County through Hays County Sheriff's Office,
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And

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RECITALS

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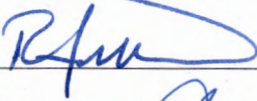
Hutto ISD

City of Elgin

3.0 EFFECTIVE DATE OF THIS AMENDMENT

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CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By:  Date: 06/03/2020
Assistant City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

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By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

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WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

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By: _____ Date: _____

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By: _____ Date: _____

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PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

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By: _____ Date: _____

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Hutto ISD

City of Elgin

3.0 EFFECTIVE DATE OF THIS AMENDMENT

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CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By: _____

R. Full
Assistant City Manager

Date _____

06/03/2020

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

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HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

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UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

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WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

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TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

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CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

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PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

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HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____



**SETBACKS, DRIVEWAY,
& TREE VARIANCES
STAFF REPORT**

OCTOBER 14, 2020

Project Address: 402 Camp Craft Road

Project Number: 16033

Agenda Item: Land Use: 402 Camp Craft Road: Discussion/Recommendation on a variance application for six (6) variances in order to remodel the existing non-conforming home and accessory structures: 1) Refurbish and allow an existing non-conforming main structure to remain in a side setback; 2) Refurbish and allow an existing non-conforming accessory structure to remain in a rear setback; 3) Enclose/refurbish an existing non-conforming structure (sport court) in a rear and side setback; 4) Allow an existing driveway to remain in a side setback; 5) Removal of a 27" Crepe Myrtle Tree; and 6) Removal of a 15" Oak Tree (West Lake Hills Code Sections 22.03.281, 22.03.175, 22.03.304(4)). Owners Robert and Tanja Lee/Applicant CleanTag Permits - Linda Sullivan.

Applicant Information: Owners Robert and Tanja Lee/Applicant Clean Tag Permits – Linda Sullivan

Hearing Dates:

September 16, 2020 ZAPCO

October 14, 2020 Board of Adjustment/City Council

Location: The subject property is located north of Westbank Drive, south of Bee Cave Road, between Eanes School Road and Konstanty Circle.

Zoning & Site Characteristics:

The subject property is zoned R-1 – One-Family Residential. The adjacent neighbor on the north is zoned GUI – Government, Utility, Institutional; the rear of the property is adjacent to a property located in the City’s ETJ; and the adjacent neighbor to the south is zoned O – Office. The property is approximately 2.65 acres and includes an existing house and accessory structures. The property contains a drainage easement that runs the entire length of the south side of the property.

Background & Analysis:

This property is the former site of Camp Craft, a children’s summer camp for which Camp Craft Road is named. The homeowners, Tanja and Robert Lee, are requesting several variances in order to rehabilitate and remodel the existing buildings and convert them into their family

home and home office. The variances include refurbishing/remodeling existing structures that encroach building setbacks; enclosing a sport court that encroaches a setback; maintain an existing driveway that encroaches into the setback; and the removal of two trees (Tree # 75 – 27” Crepe Myrtle and Tree # 94 – 15” Oak).

Setback Variances – Main Residence and Stone Cottage:

The larger main building will be utilized as the primary residence, and is partially located in the setback. The small stone building in the rear is entirely located in the rear setback, and the homeowners would like to rehabilitate it to utilize it as a home office. No additions are proposed to these structures but the homeowners wish to preserve and rehabilitate them. These two variances were previously approved by the City in 1994 to allow the structures to remain in the setbacks. The previous variance application material is included in the packet.

Setback Variance – Sport Court:

There is an existing sports court the homeowners wish to rehabilitate and re-enclose. The existing sports court encroaches the setback and at some point in the past used to be covered, with a roof which was previously removed.

Driveway Variance:

The homeowners would like to keep the existing driveway that partially encroaches the 10ft side driveway setback.

Tree Variances

Two tree variances are requested. One is a 27” Crepe Myrtle (Tree # 75) and the second is a 15” Live Oak (Tree # 94). The Crepe Myrtle is located in the footprint of the planned extension/addition of the main structure, and the Live Oak is growing directly against and overhanging the stone accessory building the homeowners wish to preserve.

Variance Criteria Review:

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

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

Regarding the main structure, “The approximately 132 sf encroachment is a portion of an existing uninhabitable historic stone structure. In order to follow code literally the portion of the structure encroaching into the setback would need to be removed.” The detached stone structure in the setback is completely encroaching the setback and would have to be demolished since it cannot be moved.

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

The application states – “There are 246 trees on the lot, 236 of which are proposed to remain. Considering the number of trees on the lot we believe the removal of these two trees is not an unreasonable disruption to the flora considering the scope

of the proposed work. We are happy to provide mitigation for these trees as needed.”

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

For the main house and detached structure variances, the applicants believe their only alternatives are to abandon the project/remove/demolish the existing structures. The existing driveway encroaches the side setback and might be able “...to be relocated outside of the setback in order to follow the code literally but that design would be far more disruptive to the surrounding flora.” Regarding the sport court, there are not “...any reasonable alternatives.”

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

Regarding the main structure, the applicants explain that they are “asking only what is needed to save the structure. We are not seeking an addition in the setback.” Regarding the detached structure in the setback, the applicants explain that the entire building is located in the setback, “...therefore we can restore/repurpose/remodel the building with a variance and permits, or it must be demolished.” Regarding the tree variances, the project was “...carefully designed to maintain the wooded lot of which 236 trees are proposed to remain.”

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

The application states – “Granting this variance is not in violation of the goals in that the highest priorities of the West Lake Hills’ master plan is the preservation of flora, fauna, and natural terrain while respecting and protecting individuals’ privacy in all building projects and land use. Granting these variances is in keeping with these goals.”

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

For the main house setback encroachment, the application states that the “neighboring structures are approximately 180’ apart (including the neighbor’s parking lot). There is a substantial natural buffer, with ample tree growth creating a screen between the two properties along the southern property line.”

For the detached structure in the setback, the applicant states “The neighbor most affected by this encroachment is to the northwest. That property is a residential use property but is not yet fully developed.”

Regarding the tree variances, the applicant states that their removal “...will not affect any neighboring properties as the lot is heavily wooded and the trees in question are both in the interior of the lot.”

Traffic/Transportation

There may be an impact on traffic in that area during construction process.

Lighting

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

Building Code

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

Subdivision

This request will not change the subdivision.

Comprehensive Planning Analysis

The existing and future land use comply with the Master Plan.

Zoning & Planning Commission Recommendation

During the September 16, 2020 regular ZAPCO meeting, the Commissioners unanimously recommended approval of all of the requested variances by a vote of 4 – 0.

Staff Recommendation

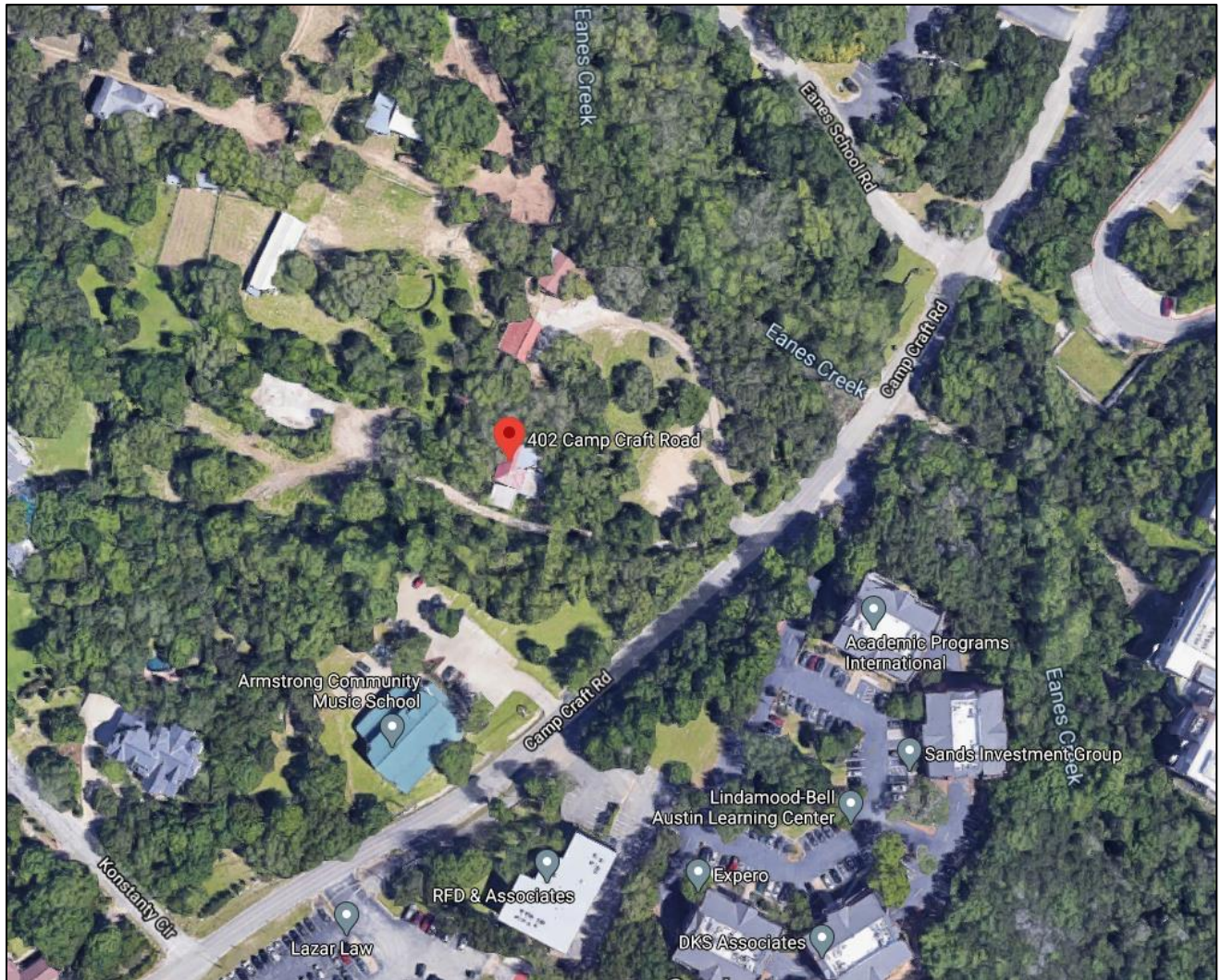
The staff recommendation is approval due to the unique characteristics of this property. The homeowners wish to rehabilitate the existing structure and are not proposing any further encroachment into setbacks.

Links to Relevant Code:

- [Sec. 22.03.175 Off-street parking and parking pad requirements in residential areas](#)
- [Sec. 22.03.281 Schedule of regulations](#)
- [Sec. 22.03.304 Tree and vegetation removal and replacement](#)
- [Sec. 22.03.514 Criteria and process required for granting variance](#)

(Maps to follow)

Aerial:



DRAFT

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, September 16, 2020 at 6:30 PM



1. Call to Order. Chairman Robert Meisel.

With a quorum present, Chairman Meisel called the meeting to order at 6:30 p.m. Members in attendance were Chairman Robert Meisel, Vice-Chairman Jim Pledger, Commissioners Laurie Maccini, Bill Vandersteel and James Vaughan. Bill Harwell was absent.

2. Consent Agenda The following items are considered to be self-explanatory by the Commission and will be enacted with one motion. There will be no separate discussion of these item/s unless a Commission Member or citizen so requests.
 - a. Approval of the August 19, 2020 Regular Meeting Minutes.

COMMISSIONER VANDERSTEEL MOVES TO APPROVE THE AUGUST 19, 2020 MINUTES. COMMISSIONER PLEDGER SECONDS. UNANIMOUS (4-0) APPROVAL.

3. Land Use **402 Camp Craft Road:** Discussion/Recommendation on a variance application for six (6) variances in order to remodel the existing non-conforming home and accessory structures: 1) Refurbish and allow an existing non-conforming main structure to remain in a side setback; 2) Refurbish and allow an existing non-conforming accessory structure to remain in a rear setback; 3) Enclose/refurbish an existing non-conforming structure (sport court) in a rear and side setback; 4) Allow an existing driveway to be rehabilitated and remain in a side setback; 5) Removal of a 27" Crepe Myrtle Tree; and 6) Removal of a 15" Oak Tree (West Lake Hills Code Sections 22.03.281, 22.03.175, 22.03.304(4)). Owners Robert and Tanja Lee/Applicant CleanTag Permits - Linda Sullivan.
 - a. Staff Briefing

City Planner Naini: Staff Report is given.

Staff Recommendation: Approval due to the characteristics of the property. No further encroachments.

Commissioner Vandersteel: I'm confused about 1994 approved variances.

Commissioner Maccini: The new plans they are showing a stone patio there.

Commissioner Vaughan: There is a drainage easement by the main house. On the bond committee, Camp Craft is one of our priorities. Any information on how the city plans to use the easement?

Planner Naini: We don't have anything in the plans.

b. Presentation by applicant

Robert and Tanja Lee are present. We fell in love with it. We like the historical value. We're excited to make it into our dream home. We are wanting to reduce impervious cover.

The same two buildings had previous variances. With regard to the Tree #94, it is growing against the house and is a hazard. It is rubbing against the house. The other is a crape myrtle.

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

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

d. Deliberation and Action

Commissioner Vandersteel: I'm confused about the rear setback lines. Why is it at 40'?

Robert Lee: I don't have anything to add about the setback. We want to remove the majority of the driveway.

Chairman Meisel: You may want to note on the drawings that is being removed.

COMMISSIONER VANDERSTEEL MOVES TO RECOMMEND APPROVAL OF ALL VARIANCES. COMMISSIONER VAUGHAN SECONDS.

Commissioner Maccini: The sport court, I'm concerned about the trees surrounding it and recommends caution. I'm excited it won't be commercial.

UNANIMOUS (4-0) APPROVAL.

4. Land Use 809 Canyon Creek: Discussion/consideration of several variance requests in order to rehabilitate/remodel an existing home that is non-conforming: 1)

Reduction/encroachment of the interior side setback for new steps to the deck, rehabilitate an existing overhang, and rehabilitate the existing structure; 2) Encroachment into front setback to allow the rehabilitation of the existing structure and add new rain screen overhang over the front door; 3) Encroachment into side street setback for rehabilitation of the existing structure and addition of overhang; 4) Replacement of a failing retaining wall on the right side of the house encroaching in the setback that is taller than the maximum permitted 18 inches height in a setback; 5) Cut/fill and construction of new retaining wall on left side of the house that encroaches the setbacks and is greater than 6 feet in height; 6) Grading and drainage/cut to the left of the house in a setback; 7) Remove of Tree # 182 (14 inch Chinese Tallow). (West Lake Hills Code Sections 22.03.275(3); 22.03.276; 22.03.170(g), 22.03.304(4), 22.03.281). Owner Samuel Dillard/Applicant Waterloo Permits, LLC.

a. Staff Briefing

City Planner Naini: Staff Briefing is given.

Staff Recommendation: Approval of variances 1-4. Denial for 5-7 due to the lack of minimization.

b. Presentation by applicant

Dusty Waldrop is the General Contractor. We've been working on this for 13 months. There is a 60' grade change and two 50' front setbacks. The house is unlivable in its current state. The septic is shot and is on the back side of the property. It is a difficult challenge. How do we rehabilitate this house without the variances?

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

Chairman Meisel opened the meeting for public comments.

Michelle Bassett lives at 804 Canyon Creek: I welcome the Dillards to the neighborhood. I need to know where the water is going. I've hired an engineer to help me. thank you for your time.

Chairman Meisel closes the public comment section.

d. Deliberation and Action

Commissioner Vandersteel had questions for the neighbor.

Michelle Bassette: It's challenging.

Commissioner Vandersteel speaks about access to the new septic system and the need for the removal of the tree.

Michelle: I'm to the northeast.

Dusty: There is an area between you and the Dillard's that is like a drainage and rolls through the cul-de-sac, is that correct?

Michelle: It rushes down to my driveway.

Dusty: What changes will effect the neighbors discussing with engineers? We're thinking about the people around us.

Commissioner Vaughan: Anjali, I brought up city code and they will have to submit a drainage plan along with the approved variances? It can be disapproved?

Planner Naini: A building plan has been submitted but has been on hold because of the variance application. Drainage issues need to be addressed. Drainage waivers are handled at the staff level.

Commissioner Vaughan: Staff could disapprove it?

Planner Naini: We can do something to get it resolved.

Commissioner Pledger: Discusses staff recommendation for denial due to no minimization. That retaining wall is important from a drainage point. We need to be sure we're not creating a bigger problem.

Commissioner Maccini addresses safety issues. Can we recommend 1-4 and a non-vote on the others?

Commissioner Vaughan: I like the idea from the Chairman.

COMMISSIONER VAUGHAN MOVES TO RECOMMEND APPROVAL FOR VARIANCES 1-4 AND NO RECOMMENDATION ON THE REST FOR LACK FROM CITY ENGINEERING REGARDING DRAINAGE AND GRADING. COMMISSIONER VANDERSTEEL SECONDS. UNANIMOUS (4-0) APPROVAL.

5. Adjournment. Chairman Robert Meisel.

Motion to adjourn the meeting AT 7:35 P.M.

Respectfully submitted,

ROBERT MEISEL, CHAIRMAN

DRAFT

ATTEST:

ZAPCO Secretary Mark Litrell

These minutes were approved on _____, 2020.

DRAFT

APPLICATION COVER SHEET

Property Address: 402 Camp Craft Rd. 78746

Applicant Name: Robert and Tanja Lee

Designated Agent (if any, Power of Attorney Required): _____

Applicant Phone Number: 312-479-5026 Email Address: _____

Date Application was Submitted: 7/31/2020

Variance(s) Requested: (1) to allow for an existing structure to remain in the setback, (2) to allow for an existing secondary structure to remain in the setback, (3) to allow for an existing structure to remain in the setback and to allow for improvements to made in the setback, (4) to allow for an existing driveway to remain in the setback, (5) allow for the removal of a 27" crepe myrtle, and (6) to allow for the removal of a 15" oak.

Applicant completes above section, City Staff completes the section below.

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

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

DRAFT APPLICATION PACKET MATERIALS

Draft Application Packet Received on _____ by _____

☐ Letter to ZAPCO Chairperson ☐ Variance Approval Criteria Answers

☐ Site Plan Coversheet ☐ Site Plan Drawings

☐ Elevation Views and Floor Plans (new structures only)

☐ Septic Assessment (new structures only)

☐ Additional Support Materials (if any): _____

☐ Power of Attorney (if any) – Designated Representative: _____

Staff Analysis completed on _____ by _____

Staff Analysis sent to Applicant on _____ by _____

FINAL APPLICATION PACKET

Final Application Packet Reviewed and Approved on _____ by _____

Notice to Proceed Letter sent to Applicant on _____ by _____

• Notification Letter must be postmarked by _____ ☐ Confirmed by _____

• Sign must be posted by _____ ☐ Confirmed by _____

15 Copies of Final Packet received on _____ ☐ Confirmed by _____

ZAPCO

Scheduled for ZAPCO Hearing on: _____

ZAPCO Action Letter sent on _____ by _____

ZAPCO Recommendation: _____

Conditions/Comments (if any): _____

Modified application and materials (if any) received on _____ by _____

BOA/CITY COUNCIL

Scheduled for BOA/Council Hearing on: _____

BOA/Council Action: _____

Conditions/Comments (if any): _____

BOA/Council Action Letter sent on _____ by _____

FOLLOW-UP

Follow-up dates (vegetative screening installed, survival verification, etc.): _____

• Notifications added to Incode on _____ by _____

Postponement History (if any): _____

Notes: _____

Tanja and Robert Lee
402 Camp Craft Rd
West Lake Hills, Texas 78746

July 26, 2020

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

RE: REQUEST FOR VARIANCE – 402 CAMP CRAFT RD

Dear ZAPCO Chairman,

We are the excited new owners of 402 Camp Craft Road, the old Camp Craft itself. This beautiful property with its historic buildings will hopefully become our quirky family home! Because of the peculiarities of the property and the historic buildings, which we intend to preserve, we are applying for several variances that we believe are necessary to accomplish this preservation and transformation. Notably, two (2) of these variances have been previously approved and are included here for re-approval.

Building Setbacks (2). Both the main stone building (3451 sqft) and the small stone building (605 sq. ft.) intrude into the 20-foot setbacks of the property line. Both buildings predate the current property subdivision. The larger main stone building is partially within the setback, a small corner of the lowest level of the original stone structure. The small stone building, also predating the current property configuration, is wholly within the setback. **We are requesting two variances to refurbish and repurpose these two historic stone buildings**, preserving and bringing each to code as much as possible. The larger building is intended as our main residence, and the smaller building is intended as a home office. Each of these variances were previously approved by West Lake Hills city council after recommendation by ZAPCO (March 23rd, 1994). Those improvements were started but not finished. The variance approvals, and subsequent permit issuance, show support by the city boards for the project and acknowledges the variance requests are in keeping with the West Lake Hill Comprehensive Plan.

Sports Court (1). The concrete sports court at Camp Craft was a covered structure (pictures included, no date). We do not know when the roof to the court was removed, but the concrete pylons which supported the original trusses remain—the roof and trusses are gone. The sports court, which also predates the current configuration of the property lines, lies partially within the 40-foot setback on the west, and ~1 foot within the 20-foot setback to its north. The concrete foundation of the sports court is substantial, several feet thick on the eastern face. Removal of the current foundation in order to construct a similarly sized structure ~20 feet east-southeast would require significant excavation,

additional impervious cover, and of course a significant cost. **We are requesting a variance to re-cover and enclose the existing sports court**, to be used as a residential workshop and antique automobile storage.

Drive Setback (1). Directly adjacent to the lower level of the main home is an asphalt drive which extends from the road to the sports court. The lower drive intrudes on the setback at the same pinch-point creating the setback issue for the main house. The lower drive is one of two drives on the property, both of which are partially located within the 10' driveway setbacks of different property lines. The lower drive is a direct connection to the sports court. The higher drive, also located within a different setback and a much longer route, will be removed to create a usable backyard for our home and to reduce impervious cover. **We are requesting a variance to keep and maintain the current lower drive** as no other route to the sports court is viable.

Tree Removal (2). Lastly, **we are requesting variances for the removal of two trees**. The first is a 27" crepe myrtle which lies within the footprint of the planned extension to the main stone structure. The second is a safety and structural hazard, a 15" oak which has been allowed to grow directly against and overhang the same stone structure we intend to preserve. There are 246 trees on the lot, out of which a total of 10 trees are proposed for removal. Minimal impact on trees is a design requirement we have imposed on our architects, Furman & Keil Architects. Indeed, we do not believe any other reasonable design could achieve a lower impact on the trees. Nonetheless, removal of any tree is not something we ask for lightly. To mitigate this impact, we have identified multiple areas on the property where we intend to plant native replacement trees.

It is not for simplicity that we are committed to keeping as much of the beautiful historic buildings as possible, to keeping as many trees as possible, and to utilizing the existing improvements as efficiently as possible. We sincerely hope and request that you are aligned with us in preserving and improving this unique property.

Thank you,

Two handwritten signatures in black ink. The signature on the left is 'Tanja' followed by a stylized 'da'. The signature on the right is more complex, starting with three vertical lines and ending with a long horizontal stroke.

Tanja and Robert Lee

ANSWERS TO VARIANCE APPROVAL CRITERIA QUESTIONS

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

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

Please see separate document for answers.

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

Please see separate document for answers.

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

Please see separate document for answers.

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

Please see separate document for answers.

- (5) Why do you believe your variance does not violate the intent of the Zoning Ordinance or the goals of the City's Comprehensive Plan?

Please see separate document for answers.

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

Please see separate document for answers.

Property Address: 402 Camp Craft Rd.

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

Main House Setback Encroachment

The approximately 132 sf encroachment is a portion of an existing uninhabitable historic stone structure. In order to follow code literally the portion of the structure encroaching into the setback would need to be removed. Removing only the 132 sf of encroachment is not a viable option as a partial demolition would cause repercussions to the structural system of the house and create significant site disruption and degradation. Saving the structure would require a permit to remodel the entire building which is only possible with an approved variance.

Detached Structure in Setback

This structure is entirely in the setback and due to the nature of the load-bearing stone structure, it cannot be relocated. In order to save this structure and for it to be inhabitable we must request a variance to remodel and bring this structure up to code. Following the setback rules literally would require this historic structure be demolished.

Driveway Encroachment

This existing drive accesses the far west quadrant of the lot. It is the shortest and most direct route. The unique geometry of the site does not allow convenient access to this portion of the site other than what exists. Relocating the drive outside the setback in order to follow the code literally would be far more disruptive to the surrounding flora.

Sport Court Remodel

The existing sport court foundation is more than 40 years old and could easily be returned to its original condition with the addition of a roof. The foundation is a substantial concrete slab and can not be relocated outside the setback. Following the code literally would render the existing structure unusable and require its demolition which would be far more disruptive to the surrounding flora than a repair/remodel.

**Removal of 27" Crepe Myrtle - Tree #75
Removal of 15" Oak - Tree #94**

The two trees in question are proposed for removal in order to allow for an addition to the Main House. There are 246 trees on the lot, 10 of which are proposed for removal. Considering the number of trees on the lot we believe the design of the addition does well to accommodate a vast majority of the established trees and requiring these two trees to remain would create a difficult design challenge. We are happy to provide mitigation for any trees approved for removal as needed.

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

Main House Setback Encroachment

The building footprint and load bearing stone walls will be left “as is”. Adding to and renovating the existing structure will be the least disruptive approach to preservation.

Detached Structure in Setback

The entire structure is preexisting and no additions are being proposed. It sits on relatively flat terrain and is easily accessible. The natural terrain and existing flora would experience little to no disruption with the proposed plan.

Driveway Encroachment

The drive exists in the proposed location. Little to no grading would be required in order to create and maintain an otherwise legal drive. Moving the drive out of the setback would cause much disruption to the flora of the site.

Sport Court Remodel

The foundation is a substantial concrete slab and can not be relocated outside the setback. Leaving the structure “as is” would render it unusable and a safety hazard. The existing remains of the structure would require demolition. A demolition of this scale would create substantial disruption to the natural terrain and surrounding flora.

**Removal of 27” Crepe Myrtle - Tree #75
Removal of 15” Oak - Tree #94**

There are 246 trees on the lot, 236 of which are proposed to remain. Considering the number of trees on the lot we believe the removal of these two trees is not an unreasonable disruption to the flora considering the scope of the proposed work. We are happy to provide mitigation for these trees as needed.

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

Main House Setback Encroachment

The only alternative to requesting a variance that we can conceive of, is to abandon this portion of the project, which would entail its removal. The implications of this are far-reaching in terms of site degradation and structural issues.

Detached Structure in Setback

We do not know of any reasonable alternatives. We cannot relocate the building and we cannot leave it in its current unusable state of disrepair. The only other option is to demolish.

Driveway Encroachment

This existing drive accesses the far west quadrant of the lot. It is the shortest and most direct route. The unique geometry of the site does not allow convenient access to this portion of the site other than what exists. The drive may be able to be relocated outside of the setback in order to follow the code literally but that design would be far more disruptive to the surrounding flora.

Sport Court Remodel

We do not know of any reasonable alternatives. We cannot relocate the structure or partially demolish. The structure cannot remain in its current unusable state of disrepair. The only other option is to demolish. The foundation is a substantial concrete slab and a demolition of this scale would create substantial disruption to the natural terrain and surrounding flora.

Removal of 27" Crepe Myrtle - Tree #75 Removal of 15" Oak - Tree #94

The proposed addition and renovations were carefully designed to maintain the wooded lot of which 236 trees are proposed to remain. One of the trees (15" oak) is too close to the existing main structure and should have been removed as a maintenance measure before it reached the size of 15" in diameter. The large crepe myrtle is the only tree over 14" that is proposed to be removed to allow for the addition of conditioned square footage. The addition was designed with all tree species and size being taken into consideration and the removal of the crepe myrtle is the least disruptive option in order to accommodate an addition.

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

Main House Setback Encroachment

We are asking only for what is needed to save the structure. We are not seeking an addition within the setback. We plan to preserve the original wall assembly in the setback in order to maintain this unique and historic structure.

Detached Structure in Setback

The entire building exists within the setback therefore we can restore/repurpose/remodel the building with a variance and permits, or it must be demolished.

Driveway Encroachment

In order to have an efficient route to this area of the site the drive must travel to the south of the existing structure. Encroaching into the 10' drive setback for a short length of the proposed driveway is unavoidable considering the location of the existing building.

Sport Court Remodel

The building encroaches into the setback and is not able to partially demolished in order to be out of the setback, therefore we can restore/repurpose/remodel the building with a variance and permits, or it must be demolished.

Removal of 27" Crepe Myrtle - Tree #75 Removal of 15" Oak - Tree #94

The proposed addition and renovations were carefully designed to maintain the wooded lot of which 236 trees are proposed to remain. Removing two trees, one for existing foundation maintenance and the other to allow for the proposed addition, is the least disruption that could managed while also providing a workable addition for the existing structure.

(5) Why do you believe your variance does not violate the intent of the Zoning Ordinance or the goals of the City's Comprehensive Plan?

Main House Setback Encroachment Detached Structure in Setback Driveway Encroachment Sport Court Remodel Removal of 27" Crepe Myrtle - Tree #75 Removal of 15" Oak - Tree #94

Granting this variance is not in violation of the goals in that the highest priorities of the West Lake Hills' master plan is the preservation of flora, fauna, and natural terrain while respecting and protecting individuals' privacy in all building projects and land use. Granting these variances is in keeping with those goals.

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

Main House Setback Encroachment

The neighbor most affected by this encroachment is to the south. That property is a non-residential use. The neighboring structures are approximately 180' apart (including the neighbors parking lot). There is a substantial natural buffer, with ample tree growth creating a screen between the two properties along the southern property line.

Detached Structure in Setback

The neighbor most affected by this encroachment is to the northwest. That property is a residential use property but is not yet fully developed.

Driveway Encroachment

The neighbor most affected by this encroachment is to the south. That property is a non-residential use. The neighbor's parking lot is on the north side of their building, therefore placing compatible activities (cars) across from one another.

Sport Court Remodel

The neighbor most affected by this encroachment is to the northwest. That property is a residential use property but is not yet fully developed.

Removal of 27" Crepe Myrtle - Tree #75

Removal of 15" Oak - Tree #94

Removing the two trees listed above will not affect any neighboring properties as the lot is heavily wooded and the trees in question are both in the interior of the lot.



see 2/A1.3
matchline

2 site plan proposed
SCALE: 1" = 20'
see 1/A1.3
matchline

1 site plan proposed
SCALE: 1" = 20'



revisions	
date	description
1	
2	
3	
4	
5	
6	

design development

7/31/20

site plan proposed

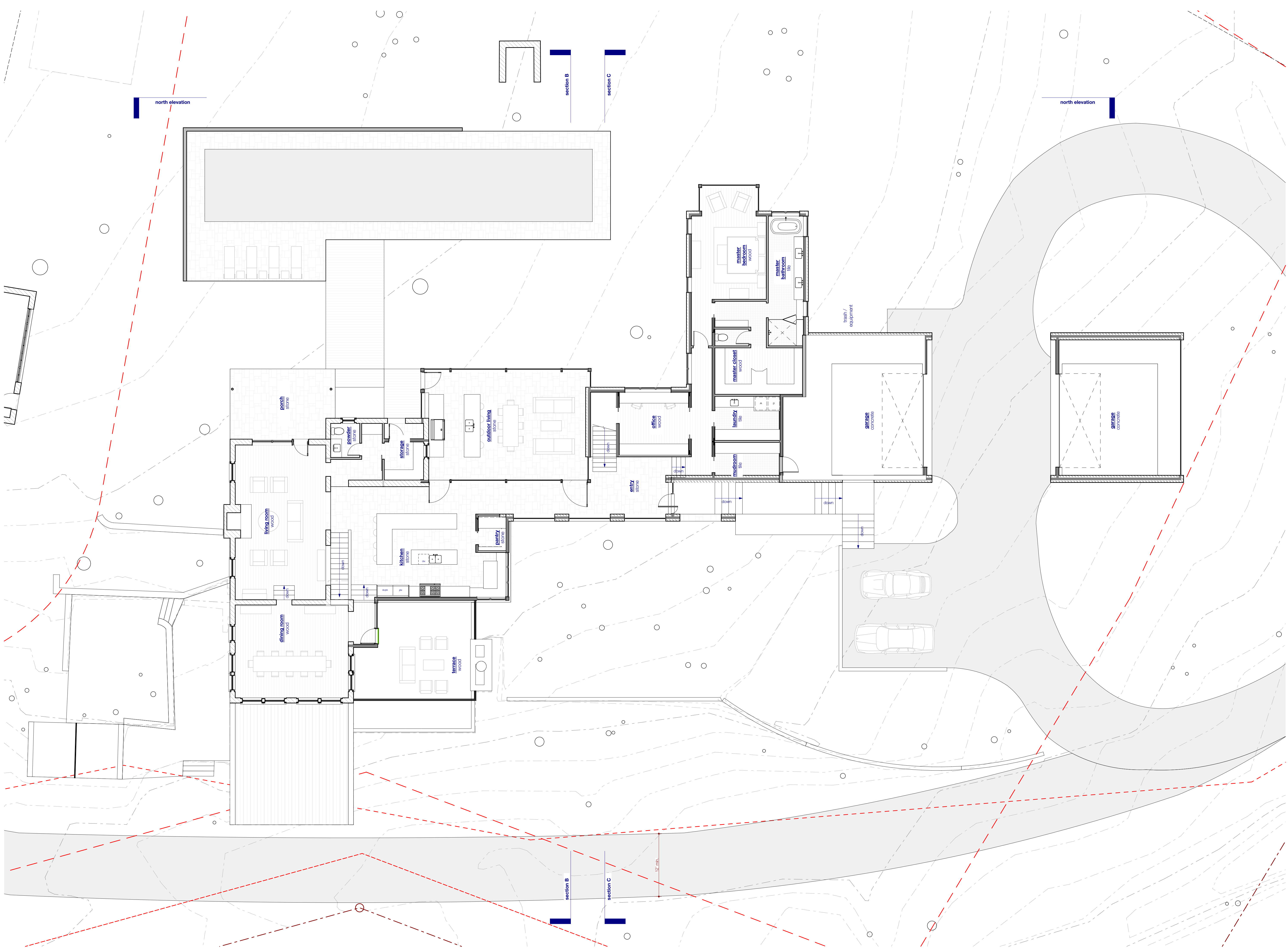
A1.3

Lee Residence
402 Camp Craft Road
West Lake Hills, Texas 78746



1211 E. 11th Street, #200
Austin, Texas 78702
512.479.4100
www.FKArchitects.net

FOR VARIANCE
APPROVAL ONLY,
NOT FOR CONSTRUCTION



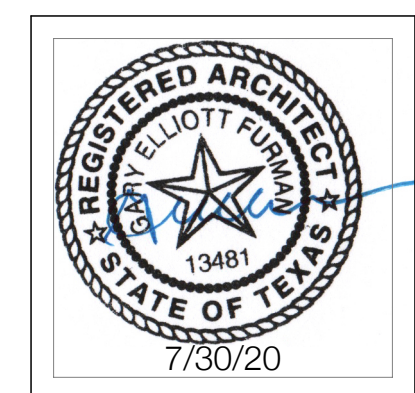
1 main level overall
SCALE: 1/8" = 1'-0"

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Lee Residence
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West Lake Hills, Texas 78746



revisions	
date	description
1	7/30/20
2	7/30/20
3	7/30/20
4	7/30/20
5	7/30/20
6	7/30/20

design development

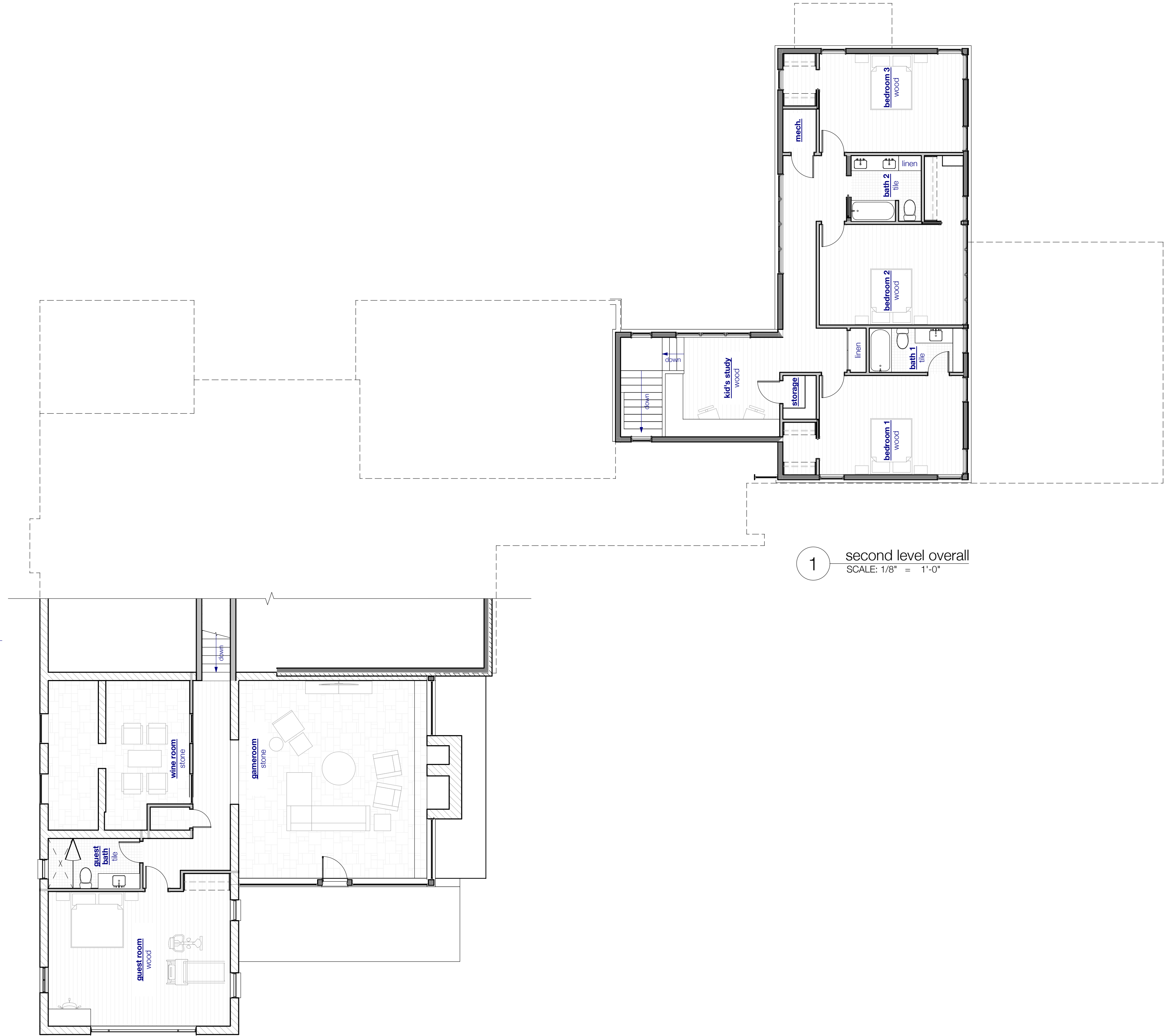
7/30/20

overall floor plan

A1.4

north elevation

section A



1 second level overall
SCALE: 1/8" = 1'-0"

2 second level overall
SCALE: 1/8" = 1'-0"

section B

section C

section B

section C

north elevation

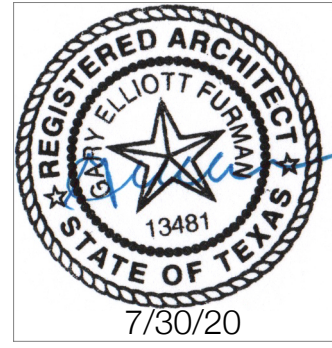
section A

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Lee Residence

402 Camp Craft Road
West Lake Hills, Texas 78746



revisions

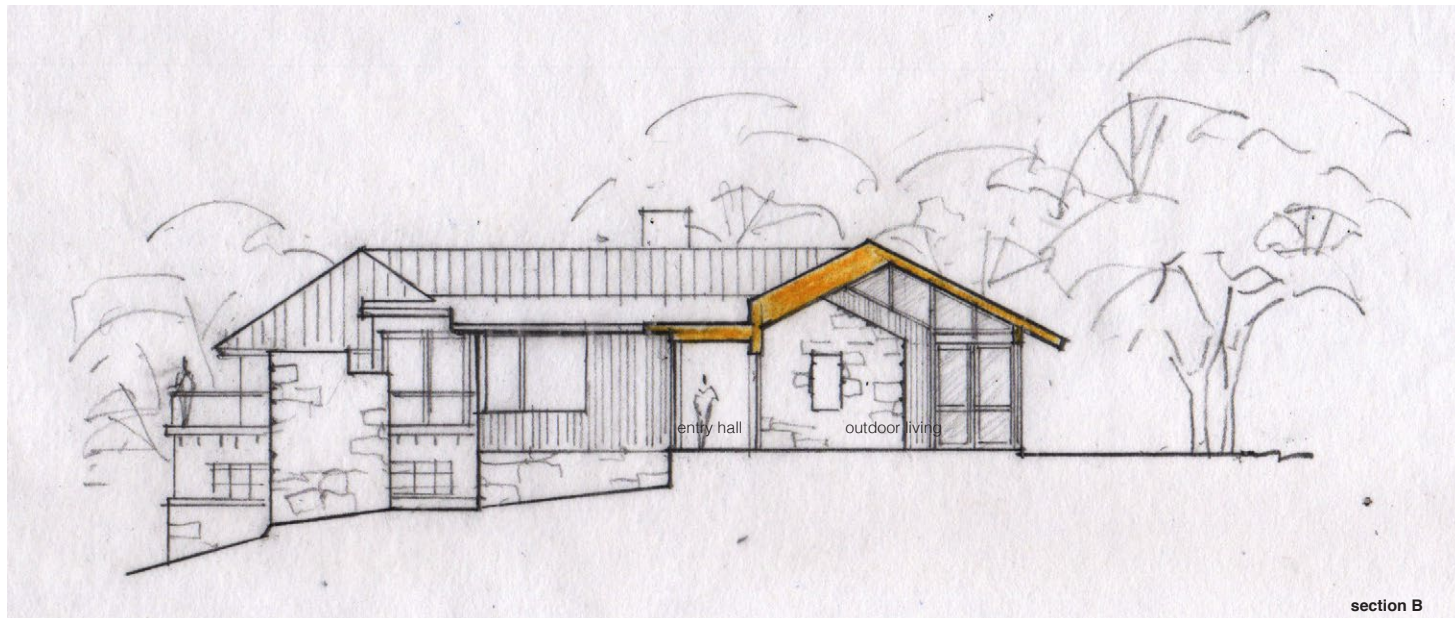
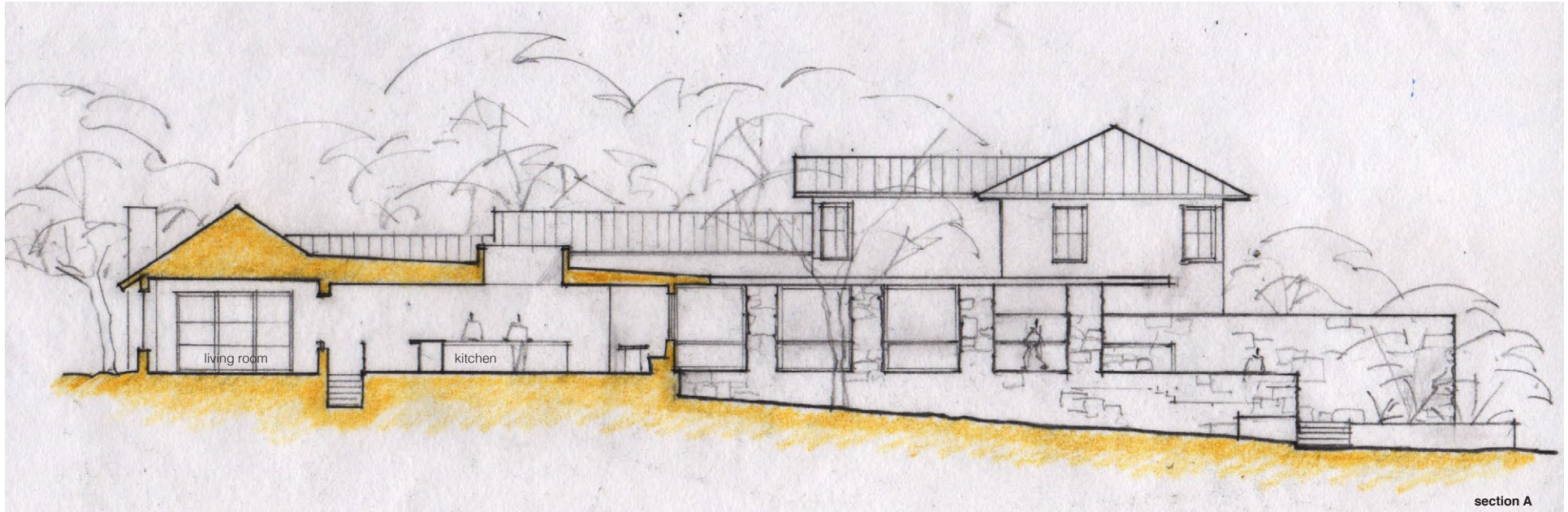
date	description
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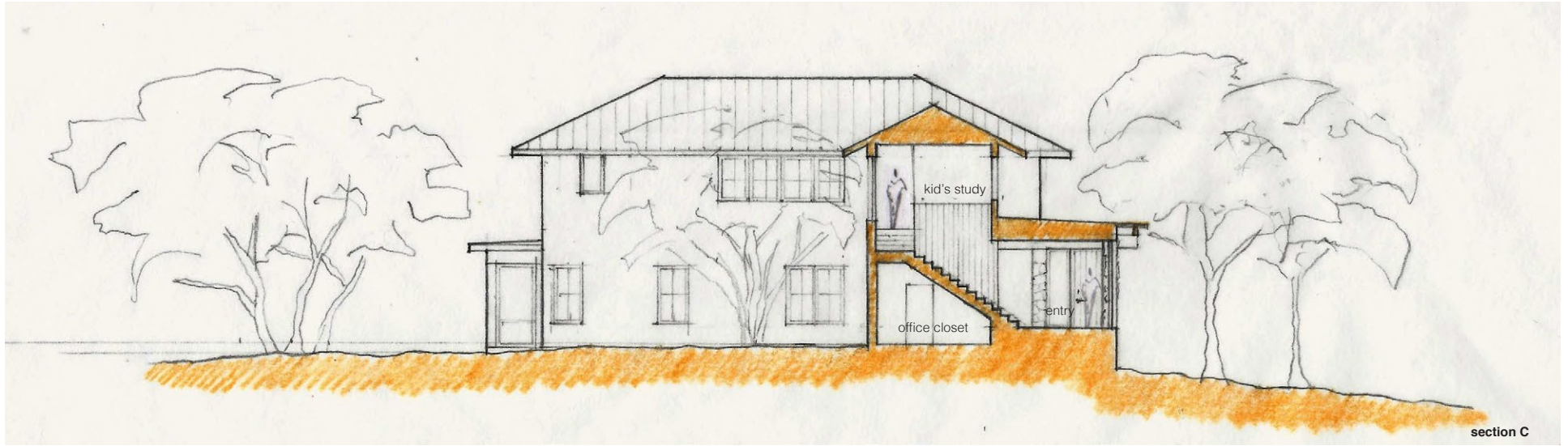
design development

7/30/20

overall floor plan

A1.5







Tree 75 - 27" crepe myrtle
Page 102 of 152





CITY COUNCIL REGULAR MEETING AND PUBLIC HEARING MINUTES

March 23, 1994

Page 2

Reconvene Meeting: Consider two variances to construct a swimming pool and deck at 904 Old Stonehedge: 1) Variance for pool and deck to encroach up to 11' into 50' setback area adjacent to Redbud Trail, and 2) Variance for deck to encroach up to 9' into 50' setback area adjacent to Old Stonehedge.

ZAPCO Chairman Richard South stated ZAPCO recommended Council approve the variance requests.

MAYOR PRO TEM HUGHES MADE A MOTION WHICH WAS SECONDED BY COUNCIL MEMBER BARKER TO APPROVE TWO VARIANCES TO CONSTRUCT A SWIMMING POOL AND DECK AT 904 OLD STONEHEDGE: 1) VARIANCE FOR POOL AND DECK TO ENCROACH UP TO 11' INTO 50' SETBACK AREA ADJACENT TO REDBUD TRAIL AND 2) VARIANCE FOR DECK TO ENCROACH UP TO 9' INTO 50' SETBACK AREA ADJACENT TO OLD STONEHEDGE. MOTION PASSED BY UNANIMOUS VOTE.

Public Hearing: Two variances to remove non-complying status of structures at 402 Camp Craft Road: 1) Variance to allow the rock cottage accessory structure to remain within the rear setback area, and 2) Variance to allow the main house to remain within the side setback area.

Owner David Coffey was present to answer questions relating to his variance requests.

Reconvene Meeting: Consider two variances to remove the non-complying status of structures at 402 Camp Craft Road: 1) Variance to allow the rock cottage accessory structure to remain within the rear setback area, and 2) Variance to allow the main house to remain within the side setback area.

ZAPCO Chairman Richard South stated ZAPCO recommended Council approve the variance requests.

COUNCIL MEMBER KUNZE MADE A MOTION, SECONDED BY COUNCIL MEMBER BARKER, TO APPROVE TWO VARIANCES TO REMOVE THE NON-COMPLYING STATUS OF STRUCTURES AT 402 CAMP CRAFT ROAD: 1) VARIANCE TO ALLOW THE ROCK COTTAGE ACCESSORY STRUCTURE TO REMAIN WITHIN THE REAR SETBACK AREA, AND 2) VARIANCE TO ALLOW THE MAIN HOUSE TO REMAIN WITHIN THE SIDE SETBACK AREA. MOTION PASSED BY UNANIMOUS VOTE.

Public Hearing: Variance to the maximum 6' height regulation for privacy fences to construct a privacy fence with a height up to 7 1/2' at 3310 Gentry Drive.

No one was present to speak for or against the variance request.

Reconvene Meeting: Consider variance to the maximum 6' height regulation for privacy fences to construct a privacy fence with a height up to 7 1/2' at 3310 Gentry Drive.

ZAPCO Chairman Richard South stated ZAPCO recommended Council approve the variance requests. After-the-fact variance requests and fees were discussed.

MAYOR PRO TEM HUGHES MADE A MOTION TO APPROVE A VARIANCE TO THE MAXIMUM 6' HEIGHT REGULATION FOR PRIVACY FENCES TO CONSTRUCT A PRIVACY FENCE WITH A HEIGHT UP TO 7 1/2' AT 3310 GENTRY DRIVE. COUNCIL MEMBER KUNZE SECONDED THE MOTION AND IT PASSED BY UNANIMOUS VOTE.

City Copy

CITY OF WEST LAKE HILLS

VARIANCE REQUEST FORM

DATE: Feb. 17, 1994 SUBMISSION DEADLINE DATE: Feb. 21, 1994
NAME: David Coffey & Eire Enterprises, Inc. PHONE: 858-7587 (512) (Home) 474-6556 (512) (Office)
ADDRESS: _____ CITY: _____ ZIP: _____
BUSINESS NAME AND ADDRESS: 400 W. 15th Street, Suite 619, Austin, Tx. 78701-1647
VARIANCE ADDRESS: 402 Camp Craft Rd., Westlake Hills, Tx.
VARIANCE REQUESTED: (1) Rear setback variance Rock Cottage - building to remain for use as storage; (2) Side setback variance, main house to continue as residence.

☒ SITE/BLDG. PLAN ATTACHED

☒ ATTACH LIST OF NAMES AND ADDRESSES OF ADJACENT LANDOWNERS WITHIN 200 FEET, WHO HAVE BEEN NOTIFIED OF THE PUBLIC HEARING, 14 DAYS PRIOR TO DATE OF PUBLIC HEARING.

CHECK ORDINANCE TO WHICH VARIANCE RELATES:

TIME AND DATE OF PUBLIC HEARING:

☒ ZONING ORD. 155-I AS AMENDED

ZAPCO March 16, 7:00 p.m.

☐ SEPTIC ORD. 108 AS AMENDED

COUNCIL March 23, 7:00 p.m.

AFFIDAVIT OF PROOF OF NOTIFICATION: Yes MASTER PLAN CONFORMITY: Yes

FEES PAID: \$150⁰⁰ 2/17/94 RECEIVED BY: [Signature]

CITY ADMINISTRATOR/INSPECTOR'S FINDINGS: No objections from adjacent neighbors as of 3-11-94 - GRANTING VARIANCES will remove non-compliance of structures

RECOMMENDATIONS OF ZAPCO (SEC. 1203 C/W): 3-16-94 Approved as requested

ACTION TAKEN BY COUNCIL (SEC. 1203 C/W): 3-23-94 APPROVED
5-0 vote

COMMENTS FOR THE RECORD: LOT SIZE IS 2.65 AC - Non-compliance to be accomplished by 2003

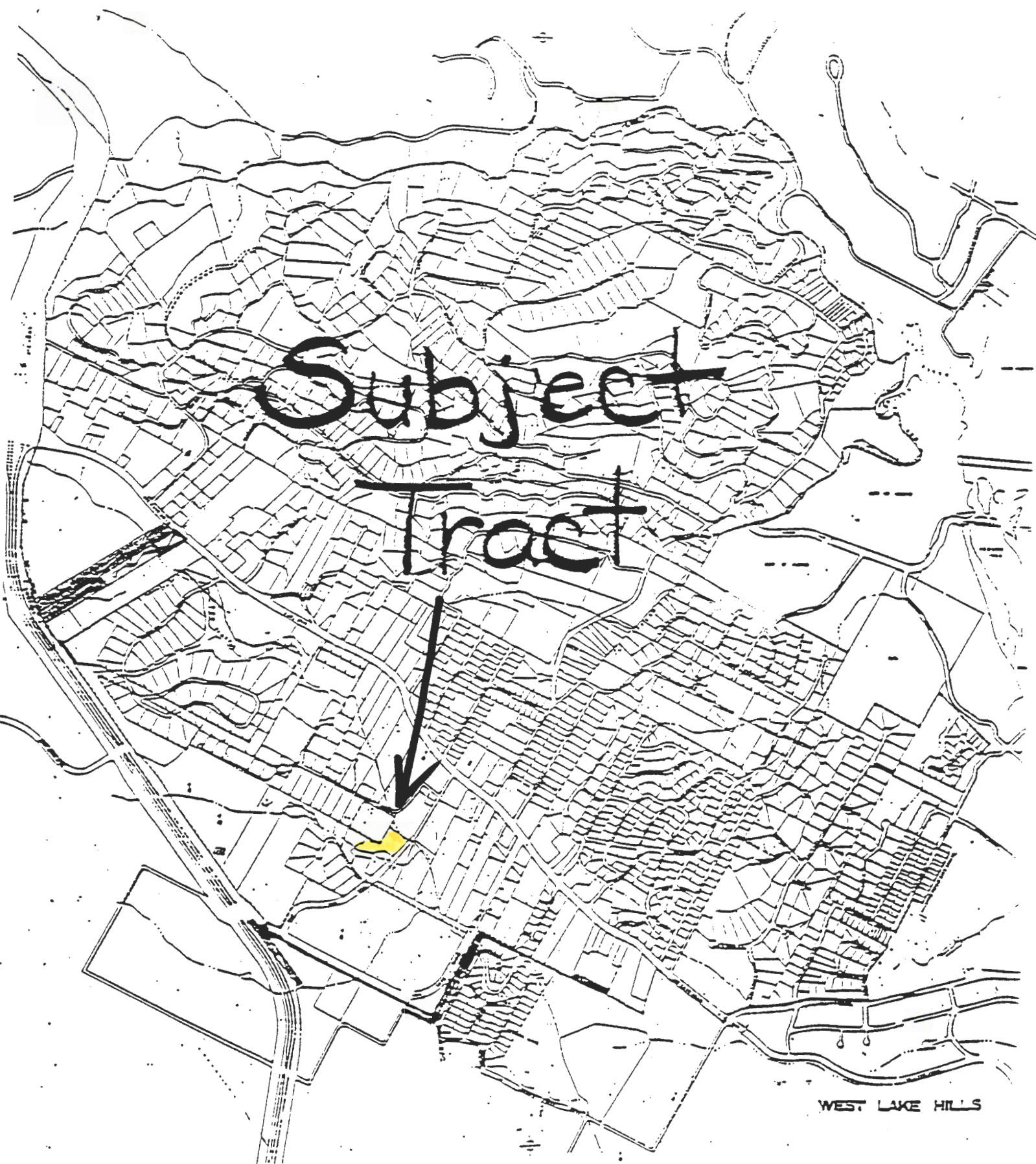


EXHIBIT "A"

402 Camp Craft Road



WM. DAVID COFFEY, III

ATTORNEY AT LAW

400 WEST 15TH STREET, SUITE 619

AUSTIN, TEXAS 78701-1647

BOARD CERTIFIED ADMINISTRATIVE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

TELEPHONE: (512) 474-6556
FACSIMILE: (512) 469-0123

March 9, 1994

VIA HAND DELIVERY

Mr. Richard South
Chairman of the Zoning
and Planning Commission
City of Westlake
911 Westlake Drive
West Lake Hills, Texas 78746

RE: Variance Application, 402 Camp Craft Rd.; Our File No. 1038-01.

Dear Mr. South:

Ms. Janet Rogers requested a letter to you to supplement the file on the referenced variance requests. Ms. Rogers requested the exact variance distances involved on the two variances requested.

While I do not claim to be an expert on computing distances from a survey, I have taken the original of the most recent survey to the property to avoid shrinkage errors and, according to the scale thereon of 1" equals 30 ft., it would appear that one corner of the main house is within 16.875 ft. of the side property line (i.e., the South property line) or approximately 8.125 ft. within the 25 ft. side set back. Another corner of the main house is depicted on the plat as being 22.9 ft. from the side property line or 2.1 ft. within the 25 ft. setback. As I understand it, one variance is enough for this dwelling so I assume I am applying for a variance on the shorter distance.

The rock cottage, according to the survey available to me, appears to be exactly on the back property line or the full 40 ft. inside the rear setback.

I would point out that the side or South property line results from a subdivision of a larger tract approved by the city, I believe, in 1986. The rear property line on which the rock cottage sits appears to be the result of a subdivision which I assume would have occurred prior to the rock cottage being built in the 1920's and, of course, many decades before the property was annexed into the City of Westlake.

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Mr. Richard South
March 9, 1994
Page 2

I am applying for these variances to bring all of the original architecture on the property into compliance with city ordinances so that it will be marketable as residential property.

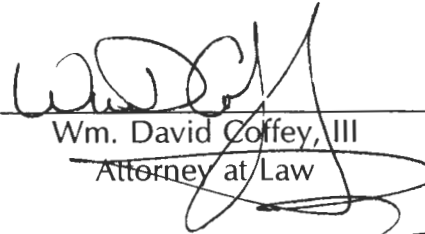
Pursuant to my letter of February 17, 1994, to Mr. Hartgarten and the ZAPCO Chairman, I have begun the rehabilitation of the original stone structures on the property. I have reroofed the three stone structures and made other improvements and am continuing to do so. I have also nearly completed the demolition of the old asbestos house inside the rear setback.

Ms. Rogers also requested ten (10) copies of everything which has been turned in so far, with highlighting on the plat, demonstrating the variances requested. With this letter I am complying with those instructions.

Please let me know if there's anything further that you require.

Very Truly Yours,

By:


Wm. David Coffey, III
Attorney at Law

WDC:jlg

Enclosure: as stated.

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WM. DAVID COFFEY, III

ATTORNEY AT LAW
400 WEST 15TH STREET, SUITE 619
AUSTIN, TEXAS 78701-1647

BOARD CERTIFIED ADMINISTRATIVE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

TELEPHONE: (512) 474-6556
FACSIMILE: (512) 469-0123

February 17, 1994

VIA HAND DELIVERY

Mr. Richard A. Hargarten and ZAPCO Chairman
City Administrator
City of Westlake Hills
911 Westlake Drive
Westlake Hills, Texas 78746

RE: 402 Camp Craft Road; Our File No. 1038-01.

Dear Mr. Hargarten:

Per our discussion, enclosed are the following documents:

1. Variance Application.
2. List of Adjacent Property Owners per E.I.S.D. records.
3. Sample notice letter to property owners.
4. Building Demolition Permit Application.
5. Agenda Request Form.
6. Site Plan.
7. Check for \$150.00.

My plan is as follow:

1. Retain the original architecture on the property being the 3,000 sq. ft. house, the small stone out-building next to the house and the stone cottage along the fence line. I am applying for whatever variances are necessary for this purpose. I understand these to be one variance to side set back for main

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RECEIVED
FEB 17 1994
CITY OF WEST LAKE HILLS

house and one variance to rear setback for the Rock Cottage. As discussed, I would hope that, as to house itself, the variance for which was implicitly granted when the City approved the resubdivision of the property some years ago, perhaps the fee could be waived?

2. Secondly, I need the building demolition permit to pull down and remove one old frame building; being the gray salt box located in the set back.
3. I am planning to leave the metal shed for the time being so that the tenant has a place to park his automobiles (there being no garage on the property) and to preserve the option for a future purchaser to build a proper garage where the metal shed now stands. I will be removing the temporary metal building located adjacent to the North of the shed. It is portable and should not require a demolition permit.
4. Per our discussion I understand that you will locate the property on the city map for your purposes.
5. Finally, I would like to keep the wood frame house in the Northwest corner of the property in case a future purchaser may wish to rehab it. I am not at this time requesting a variance for it however.

My plan of action, then, is as follows:

1. Over the last several weeks I have removed some sixty cubic grounds of trash and debris from the property. this process will continue until all is removed.
2. I am taking bids on repairing the roofs of the stone buildings and will have this done over the next month or so.
3. I would like immediate authority to remove the old frame building and the temporary metal building. I am contracting with Impact Remodeling, 7101 Hwy 71 W., Austin, Texas 78735, to remove these over the next two to three weeks.
4. The variance proceeding will proceed in the ordinary course.

Please let me know if there is anything further you require. I would like to proceed with removal of the old frame building as quickly as possible. It's my understanding that

Mr. Richard A. Hargarten
February 17, 1994
Page 3

the demolition permit can be granted administratively.

Very Truly Yours,

By: 
Wm. David Coffey, III
Attorney at Law

WDC:jljg

CITY OF WEST LAKE HILLS, TEXAS

GREETINGS:

YOU ARE HEREBY ADVISED that Eire Enterprises, Inc.,
(Owner)
the record owner of Lot 2, Resubdivision of Oak Hollow Vol. 3142, Pg. 1805
real property records Travis Co. (Property Description)
more commonly known as 402 Camp Craft Rd.

(Street Address)
West Lake Hills, Texas has filed an application with the Zoning and Planning
Commission of the City of West Lake Hills, Texas for the purpose of:
Requesting two variances to city setback requirements

The following variance is requested: (1) Main house - side setback variance;
(e.g. none, minimum setback lines, etc.)
Rock cottage - rear setback variance:

The Variance Application and site plan may be inspected at
City Hall, 911 Westlake Drive, West Lake Hills, Texas between the hours of
8:00 a.m. and 5:00 p.m., Monday through Friday.

This application is scheduled to be reviewed by the Zoning and Planning
Commission on the 16th day of March, 1994, at 7:00 p.m.
and by the City Council on the 23rd day of March 1994,
at 7:00 p.m. at the City Hall located at 911 Westlake Drive, West Lake
Hills, Texas.

The City of West Lake Hills, Texas shall provide an opportunity for all
interested persons to be heard.

Issued this 24th day of Feb.,
19 94.

Applicant

"Adjacent Landowners"

Eanes ISD
% Don Fisher
P.O. Box 162410
Austin, Texas 78716

United Teacher Associates Inc
P.O. Box 160606
Austin, Texas 78731

Symmes & Betty Oliver
301 Eanes Rd.
Austin, Texas 78746-6417

La Miraj Ltd.
6314 Gato Path
Austin, Texas 78731

500 Konstanty

Stanley Putnam
309 Westwood Terrace
Austin, Texas 78746-5351

Tom & Mary Allen
502 Kostanty Circle
Austin, Texas 78746-6435

Enclave Kow Ltd.
301 Congress Ave #1010
Austin, Texas 78701

Dennis & Mary Jane Randolph
504 Konstanty Circle
Austin, Texas 78746

Peter Barlin & Manny Farahani
3724 Jefferson, Suite 306
Austin, Texas 78731

"Adjacent Landowners"

Eanes ISD
% Don Fisher
P.O. Box 162410
Austin, Texas 78716
Certified Receipt No. P 422 795 060
Mailed Feb. 24, 1994
Signed for Feb. 28, 1994

United Teacher Association
P.O. Box 160606
Austin, Texas 78731
Certified Receipt No. P 422 794 866
Mailed Feb. 24, 1994
Signed for Mar. 1, 1994

Symmes & Betty Oliver
301 Eanes Rd.
Austin, Texas 78746-6417
Certified Receipt No. P 422 794 869
Mailed Feb. 24, 1994
Signed for Feb. 26, 1994

La Miraj Ltd.
6314 Gato Path
Austin, Texas 78731
Certified Receipt No. P 422 794 867
Mailed Feb. 24, 1994
Signed for Feb. 26, 1994

Stanley Putman
309 Westwood Terrace
Austin, Texas 78746-5351
Certified Receipt No. P 422 794 870
Mailed Feb. 24, 1994
Signed for Feb. 25, 1994

Tom & Mary Allen
502 Kostanty Circle
Austin, Texas 78746-6435
Certified Receipt No. P 422 794 862
Mailed Feb. 24, 1994
Signed for _____

Enclave Kow Ltd.
301 Congress Ave. #1010
Austin, Texas 78701
Certified Receipt No. P 422 794 871
Mailed Feb. 24, 1994
Signed for Feb. 28, 1994

Dennis & Mary Jane Randolph
504 Konstanty Circle
Austin, Texas 78746
Certified Receipt No. P 422 794 868
Mailed Feb. 24, 1994
Signed for Feb. 25, 1994

Peter Barlin & Manny Farahani
3724 Jefferson
Suite 306
Austin, Texas 78731
Certified Receipt No. P 422 795 059
Mailed Feb. 24, 1994
Signed for Feb. 25, 1994

AFFIDAVIT OF WILLIAM DAVID COFFEY, III

On this 4th day of Mar., 1994, appeared Wm. David Coffey, III, President of
Eire Enterprises, Inc. and being duly sworn, deposed and said:

"My name is William David Coffey, III. I am over twenty one (21) years of age,
competent to testify and have personal knowledge of every fact stated herein, each of which
is true and correct."

I certify and affirm that the property owners shown on Exhibit A hereto, being all
property owners being within 200 ft. of the property lines of Lot 2, Resubdivision of Oak
Hollow per E.I.S.D. tax records have been notified by certified mail of the variance requests
for Lot 2, including copies of the variance request, and site plan.

FURTHER AFFIANT SAYETH NOT.

THE STATE OF TEXAS
COUNTY OF TRAVIS

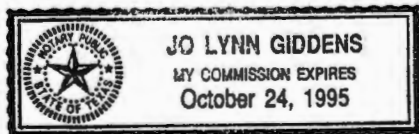
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Wm. David
Coffey, III, known to me to be the person whose name is subscribed to the foregoing
instrument and, being by me first duly sworn, upon oath declared that the statements and
capacity acted in are true and correct.

Wm. David Coffey, III
Wm. David Coffey, III

Subscribed and sworn to before me, this 4th day of March,
1994 A.D., to certify which witness my Hand and seal of office:

(SEAL)



Jo Lynn Giddens
Notary Public in and for the
State of Texas

RECEIVED

A:\AFFIWDC.DOC\March 4, 1994

MAR 04 1994

1

CITY OF WEST LAKE HILLS

CITY OF WEST LAKE HILLS

DEMOLITION PERMIT APPLICATION

AUTHORIZATION DATE _____ 19____
BY CITY INSPECTOR _____ 327-3628

AT THE FOLLOWING LOCATION:

LEGAL DESCRIPTION: Resubdivision of Oak Hollow Confirming Plat Lot 2
SUBDIVISION BLOCK LOT

SITE
ADDRESS: 402 aka 404A Camp Craft Rd.

SITE
OWNER: Eire Enterprises, Inc. PHONE (512)474-6556

CONTRACTOR: Impact Remodeling, Inc. PHONE (512)258-1720
NAME AND ADDRESS
7101 Hwy. 71 W., Austin, Texas 78775

DESCRIPTION OF WORK TO BE
PERFORMED: Remove grey asbestos house and foundation
and ~~two~~ ^{one} metal buildings.

TREE SIZE REMOVAL: None

RESTORATION
MEASURES: Restoring old stone buildings on property.

UTILITY COMPANIES CONTACTED:

ELECTRIC: X TELEPHONE: N/A SEWAGE: N/A
NATURAL GAS: N/A CABLE TV: N/A

lw\excavpmt

AGENDA REQUEST

1. ☐ BUILDING AND DESIGN
COMMITTEE

2. ☒ ZONING AND PLANNING
COMMISSION

3. ☒ CITY COUNCIL

NAME OF APPLICANT(S): David Coffey and Eire Enterprises, Inc.

MAILING ADDRESS AND TELEPHONE NUMBER:

400 West 15th Street, Suite 619, Austin, Texas 78701-1647, 474-6556

DATE REQUEST RECEIVED: 2/17/94 FOR CONSIDERATION ON AGENDAS OF (LIST ALL APPLICABLE):
ZAPCO 3/16/94, City Council 3/23/94

DESCRIPTION OF REQUEST (EX: VARIANCE(S), PUBLIC HEARING, IN ETJ, SPECIAL USE PERMIT, BUILDING PERMIT):

One variance for rear setback, one variance for side setback.

IF REQUEST INVOLVES A VARIANCE(S) TO AN ORDINANCE, LIST ALL REQUIRED: _____

Ordinance 155-I

IF REQUEST INVOLVES A SUBDIVISION, SHOW NAME AND LOCATION OF PROPOSED PLAT:

N/A

OTHER RELEVANT INFORMATION: Variances to setbacks for two stone buildings

built in the 1920's and annexed 1986. Required for continued use as residential
occupancy.

TO BE COMPLETED BY CITY STAFF:

ACTION TAKEN BY BDC: _____

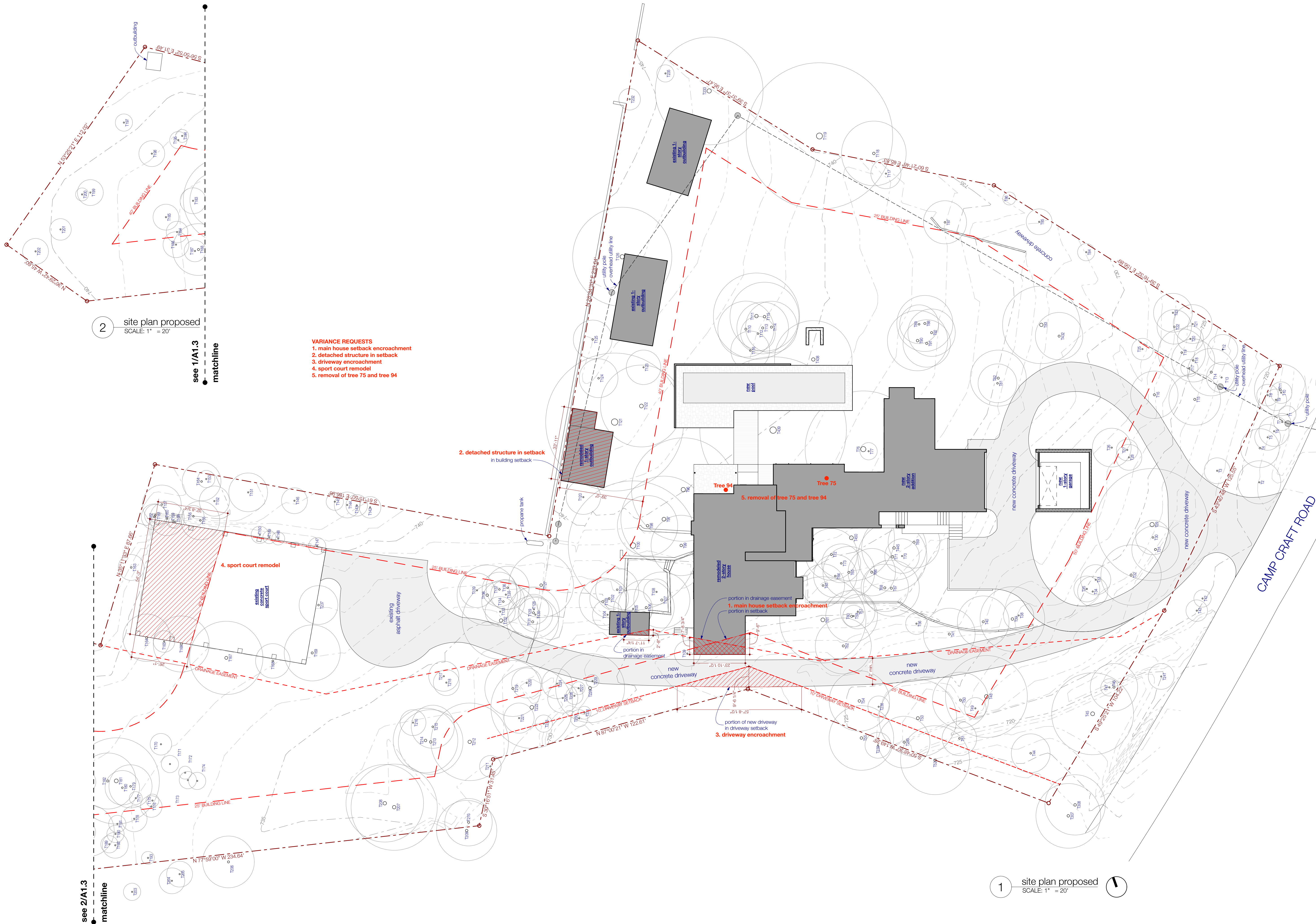
ACTION TAKEN BY ZAPCO: _____

ACTION TAKEN BY COUNCIL: _____

COMMENTS FOR THE RECORD: _____

STAFF COMMENTS: _____

FEES PAID: _____



FOR VARIANCE
APPROVAL ONLY,
NOT FOR CONSTRUCTION

1211 E. 11th Street, #200
Austin, Texas 78702
512.479.4100
www.FKArchitects.net

FK
FURMAN + KEIL ARCHITECTS

Lee Residence
402 Camp Craft Road
West Lake Hills, Texas 78746

Gary E. Furman
Texas Architect
registration #13481

this document is incomplete
and cannot be used for
regulatory approval,
permitting or construction

revisions	date	description
1	8/17/20	initial design
2	8/17/20	final design
3	8/17/20	final design
4	8/17/20	final design
5	8/17/20	final design
6	8/17/20	final design

design development

8/17/20

site plan proposed

A1.3



revisions	
date	description
1	
2	
3	
4	
5	
6	

design development

8/17/20

site plan proposed

A1.3



1211 E. 11th Street, #200
Austin, Texas 78702
512.479.4100
www.FKArchitects.net

FOR VARIANCE
APPROVAL ONLY,
NOT FOR CONSTRUCTION

EXISTING: impervious cover
402 Camp Craft Road

lot size:	115,140 sqft.
allowable impervious cover (25%):	28,785 sqft.
main house:	2977 sqft.
terrace:	1,072 sqft.
ice house:	195 sqft.
art house:	617 sqft.
carport:	802 sqft.
outbuilding:	737 sqft.
driveways:	13708 sqft.
sport court:	4376 sqft.
well + site walls:	301 sqft.
TOTAL (existing):	24,785 sqft.

PROPOSED: impervious cover
402 Camp Craft Road

lot size:	115,140 sqft.
allowable impervious cover (25%):	28,785 sqft.
main house + garage:	7,566 sqft.
pool and pool terrace:	1,933 sqft.
wood deck:	384 sqft.
terrace:	1,072 sqft.
ice house:	195 sqft.
art house:	617 sqft.
driveways:	11,290 sqft.
sport court:	4376 sqft.
well walls:	27 sqft.
TOTAL (proposed):	27,460 sqft.

ORDINANCE NO. 2020-015

AN ORDINANCE OF THE CITY OF WEST LAKE HILLS, TEXAS REPEALING ORDINANCE NO. 338 OF THE WEST LAKE HILLS MUNICIPAL CODE TO DISBAND AND DISSOLVE THE WASTEWATER COMMISSION AND TO AMEND THE MUNICIPAL CODE OF ORDINANCES TO REFLECT THIS CHANGE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; CODIFICATION; PROPER NOTICE & HEARING

WHEREAS, the City Council of the City of West Lake Hills (“City Council”) created the Wastewater Commission with the adoption of Ordinance No. 103 on June 13, 2007; and

WHEREAS, the City Council adopted amendments to the Wastewater Commission with Ordinance Amendment No. 126 on July 23, 2008; Ordinance Amendment No. 276 on May 22, 2013; and Ordinance No. 338 on January 25, 2017

WHEREAS, the City Council seeks to promote administrative efficiency and consistency among its Administrative duties; and

WHEREAS, the City Council finds it necessary and proper to disband and dissolve the Wastewater Commission to increase efficiency and amend all related sections of the Municipal Code listed below and in Attachment A to reflect this change

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

1. FINDINGS OF FACT

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

2. AMENDMENT

City of West Lake Hills Code of Ordinances Chapter 2, Article 2.02, Chapter 18, Article 18.03; is hereby established so to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any blue, underlined text shall be inserted into the Code and any red, struck-through text shall be deleted from the Code, as stated on *Attachment A*.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein. If a conflict arises between fees specified in other chapters of the Code of Ordinances, the Fee Schedule herein enacted shall govern.

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of October 2020

Linda Anthony, Mayor

ATTEST:

Stephanie Mills, City Secretary

CITY OF WEST LAKE HILLS CODE OF ORDINANCES

TITLE I: GENERAL ORDINANCES

CHAPTER 2: ADMINISTRATION AND PERSONNEL

ARTICLE 2.02: CITY COUNCIL

Sec. 2.02.034 Agendas

- (a) Open meetings. The city shall comply with all notice requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.
- (b) Preparation. The city administrator shall at the direction of the mayor be responsible for preparing the agenda for council meetings. The mayor may determine which items to include in the agenda, provided that, the mayor shall include any item requested by a council member. The city administrator shall present a draft of the agenda to the mayor, city secretary and city attorney prior to posting. The agenda shall be approved by the mayor prior to posting.
- (c) Submission of items.
- (1) Deadline. City council members and city staff seeking the inclusion of items on a regular meeting agenda shall submit requests to the city administrator before 5:00 p.m. on the Thursday prior to the meeting.
- (2) Special meetings. Requests for items for special meeting agendas shall be submitted to the city administrator as soon as possible and prior to posting of the agenda.
- (3) Late items. Any item requests submitted after the deadline shall be placed on the agenda for the next regularly scheduled meeting, unless deemed necessary by the mayor for the city to conduct its business.
- (4) Legal necessity. The deadline shall not apply to items submitted by the city attorney when deemed by the city attorney to be required by law or necessary to protect the city's legal interests.
- (5) Citizen requests. Citizens requesting items be placed on an agenda may submit the request to the mayor, a city council member, or the city administrator. Whether to include on an agenda an item requested by a citizen but not sponsored by the mayor or a city council member shall be within the discretion of the mayor (or mayor pro-tem in the mayor's absence), or city administrator.
- (6) Wastewater issues. An issue involving the wastewater system which cannot be resolved administratively may be placed on a city council agenda for consideration and final decision. ~~shall not be included on a city council agenda until the matter has first been the subject of a meeting of the city's wastewater commission. However, if the wastewater commission fails to address an item within 60 days of receipt of a written request for consideration, the item may then be placed on a city council agenda.~~ This section shall not apply to matters deemed an emergency by the mayor, city administrator, or city attorney.
- (d) Agenda format.

- (1) Identification of sponsor. Agenda items shall include the name of the requesting person for that item.
 - (2) Format. The city administrator shall arrange agenda items by topic or department. Each item shall state whether it involves consideration of an ordinance or resolution.
 - (3) Consent agenda. The city council may adopt or approve routine items by consent, without a separate vote on each item. Items may be removed from the consent agenda and considered separately upon request of one city council member.
 - (4) Discussion and action. It shall be presumed that all items listed on an agenda shall be eligible for full deliberation at the meeting, including discussion and action. However, specific agenda items may be identified as being for discussion only.
- (e) Posting.
- (1) Posting official. The city secretary or city administrator shall be responsible for posting the agenda for city council meetings.
 - (2) Posting deadline. The agenda shall be posted by 5:00 p.m. on the Friday prior to the meeting, unless the deadline is waived, in which case it shall be posted in accordance with state law.
 - (3) Website. The agenda shall be posted on the city's bulletin board and website, concurrently.
 - (4) Legal necessity. The deadline shall not apply to items submitted by the city attorney when deemed by the city attorney to be required by law or necessary to protect the city's legal interests.
- (f) Order of business. When possible, agenda items will be addressed in the following manner:
- (1) Briefing. City staff or consultants will brief the mayor and council on the item.
 - (2) Presentation. The applicant, mayor, councilmember, vendor or citizen seeking action from the city council shall speak to the mayor and council.
 - (3) Public hearing. Citizens will have the opportunity to address the mayor and council if the item is required by law, or a hearing is otherwise scheduled by the city administrator.
 - (4) Deliberation. The mayor and council may discuss the item as a group.
 - (5) Action. The council (and the mayor when authorized) shall vote to take any action deemed necessary and appropriate.

(1996 Code, sec. 2-303)

TITLE I: GENERAL ORDINANCES

CHAPTER 18: UTILITIES

ARTICLE 18.03 WASTEWATER COMMISSION

Sec. 18.03.031 Definitions

The terms listed below shall have the following meaning for purposes of this division. Any term not herein defined but defined elsewhere in this code shall have the meaning given by the code. Terms not otherwise defined by the city's code shall be given the ordinary and common meaning.

Disband. To break up the organization of.

Dissolve. To bring to an end.

~~Austin.~~ ~~The City of Austin, Texas.~~

~~City.~~ ~~The City of West Lake Hills, a Type A, general law municipality located in Travis County, Texas.~~

~~City administrator.~~ ~~The chief administrative officer of the city as appointed by the city council.~~

~~City council.~~ ~~The governing body (i.e., board of aldermen) of the city.~~

~~Commission.~~ ~~The city's wastewater commission, as created by this division.~~

~~Commissioner.~~ ~~An appointed member of the city's wastewater commission.~~

~~Mayor.~~ ~~The chief executive officer of the city.~~

~~State.~~ ~~The State of Texas.~~

~~System.~~ ~~The city's centralized, public wastewater system.~~

~~TCEQ.~~ ~~The state commission on environmental quality, or a successor agency.~~

~~(1996 Code, sec. 86-181; Ordinance 276 adopted 5/22/13)~~

Sec. 18.03.032 Commission **created**

The Wastewater Commission was disbanded and dissolved on October 14, 2020 by Ordinance No. 2020-015

~~(a) — Formation. There is hereby created within the city a wastewater commission.~~

~~(b) — Membership. The commission shall consist of and be governed by seven commissioners, those being four residents of the city, and three business owners (or designated representatives). All commissioners must be current or potential ratepayers of the system and registered voters of the state. Three of the four residential representatives on the commission must be receiving wastewater service at their residence, or be approved for connection to the system. The fourth representative must meet the same criteria or live in the original project study area. Nonresidential representatives must own or be an employee of a nonresidential entity located in the city (commercial property owner, nonprofit, or governmental) that is either connected to the system or has a signed wastewater application and nonresidential customer service agreement on file at the city. Continued~~

~~service on the commission is conditioned on donation of any required easements and execution and continued compliance with the terms of a signed residential service application and service agreement or nonresidential customer service application and service agreement.~~

~~(Ordinance 338 adopted 1/25/17)~~

~~(c) — Selection. Candidates for membership shall submit an application form to the city administrator delineating their relevant background, experience and qualifications for the position by the deadline established by the city administrator. When a position becomes open on the commission, the city administrator shall post a notice of the opening on the city website and shall receive applications for a reasonable period of time. The city administrator shall then compile all candidate submissions and forward them to the city council for review and selection.~~

~~(d) — Indemnification. The members of the commission shall be insured, indemnified, defended and held harmless from liability in the performance of their duties, to the extent allowed by law, provided such expenses shall come only from revenues of the wastewater utility and/or the city's insurance policy provided that any expenses the city incurs on behalf of the commission from the general fund shall be reimbursed by the wastewater fund. The city attorney shall advise and represent the commission, as appropriate.~~

~~(e) — Appointment and removal. Each commissioner shall be appointed by majority vote of the city council. A commissioner may be removed for cause by majority vote of the city council. A commissioner may be removed for lack of confidence by two thirds vote of the city council (four of five).~~

~~(Ordinance 126, att. A, adopted 7/23/08)~~

~~(f) — Terms of office. Each commissioner shall have a three year term of office. However, the initial appointees the first commission shall draw straws to determine which two appointees shall have a two year term, and which two appointees shall have a one year term. Thenceforth, all terms of office shall be staggered. Commissioners may be reappointed by the city council for succeeding terms. Vacancies on the commission may be filled by appointment of the city council for the unexpired term. (Ordinance 338 adopted 1/25/17)~~

~~(g) — Officers. Commissioners shall be officers of the city, and shall not assume office until after having taken the oath of office. Commissioners shall be obligated to comply with all ethical standards applied to officers of the city.~~

~~(h) — Management. The presiding officer of the commission shall be a chairperson appointed by the city council by majority vote. The commission shall annually select from among its members a vice chairperson, who shall preside over all meetings at which the chairperson is absent or abstaining. In those meetings at which the chairperson and vice chairperson are unable to preside, the remaining commissioners shall select from among its membership one commissioner to preside over that particular meeting as acting chairperson.~~

~~(i) — Voting. A quorum for all meetings of the commission shall be four. On all matters, a majority for passage shall be four. The chairperson shall have the right to vote in all matters before the commission, as~~

~~shall any other commissioner serving as presiding officer in the chairperson's absence.~~

~~(j) — Ex officio. The city council may appoint one of its members as a nonvoting, ex officio member of the commission.~~

~~(k) — Resources. The commission shall be funded through annual appropriations from the wastewater budget as deemed necessary by the city council. The commission, acting through the city administrator, may expend budgeted funds to accomplish its mission. The commission shall have the support of city staff as deemed appropriate by the city administrator. The commission may recommend that the city council secure professional services of consultants and legal advisors as necessary. The city administrator may designate one or more city employees or professional services providers to assist the commission.~~

~~(Ordinance 126, att. A, adopted 7/23/08)~~

~~Sec. 18.03.033 — Responsibilities~~

~~(a) — Meetings. The commission shall conduct meetings at least four times each fiscal year (quarterly), and as often as deemed necessary by the chairperson. Meetings shall be conducted in accordance with the Texas Open Meetings Act. Meetings shall be conducted at city hall, unless otherwise deemed appropriate by the chairperson. The commission may hold public hearings as deemed necessary and appropriate.~~

~~(b) — Policies and implementation. The commission shall advise the city council on recommended policies and application of policies for the construction, operation and maintenance of the system including but not limited to service extensions and new applications and for water conservation. This responsibility includes establishing priorities for the system. Policy review may be undertaken by the commission upon its own initiative, or at the direction of the city council.~~

~~(c) — Regulations. The commission shall review and evaluate all current municipal ordinances of the city and identify opportunities for amending, repealing or replacing ordinance provisions that relate (directly or indirectly) to the system. The commission shall analyze all proposed ordinances related to the system and advise the city council.~~

~~(d) — Information. The commission shall serve as a conduit for soliciting, compiling and submitting public input to the city council. The commission shall be subject to the Texas Public Information Act.~~

~~(e) — Rates. Rate structures and any changes to the rate structure shall be recommended by the commission to the city council for adoption.~~

~~(1996 Code, sec. 86-183)~~

~~(f) — Intergovernmental relations. The commission shall advise the city council on dealings with Austin, the TCEQ, and all other governmental agencies related to the system. The commission may monitor compliance with the City of Austin contract and may make recommendations to the council for amendments to promote the effectiveness, efficiency and impact of the wastewater project. Upon request of the mayor or city administrator, the commission shall also designate a representative to attend meetings with these agencies on~~

~~behalf of the city. (Ordinance 276 adopted 5/22/13)~~

~~(g) — Personnel. As recommended upon city council directive, the commission shall interview all qualified finalists seeking positions with the city directly related to the system, including employment applicants, consultants, and contractors. Following interviews, the commission shall make recommendations to the city council stating which (if any) candidates should be engaged by the city. (1996 Code, sec. 86-183)~~

~~**Sec. 18.03.034 18.03.060 — Reserved**~~

ORDINANCE NO. 2020-014

**AN ORDINANCE OF THE CITY OF WEST LAKE HILLS, TEXAS
REPEALING ORDINANCE NO. 212 OF THE WEST LAKE HILLS
MUNICIPAL CODE TO DISBAND AND DISSOLVE THE
BUILDING DESIGN COMMITTEE AND TO AMEND THE
MUNICIPAL CODE OF ORDINANCES TO REFLECT THIS
CHANGE; PROVIDING FOR THE FOLLOWING: FINDINGS OF
FACT; ENACTMENT; REPEALER; SEVERABILITY;
EFFECTIVE DATE; CODIFICATION; PROPER NOTICE &
HEARING**

WHEREAS, the City Council of the City of West Lake Hills (“City Council”) created the Building Design Committee with the adoption of Ordinance No. 212 on August 26, 1984; and

WHEREAS, the City Council seeks to promote administrative efficiency and consistency among filing, processing and review of permit applications; and

WHEREAS, the City Council finds it necessary and proper to disband and dissolve the Building Design Committee to increase efficiency and amend all related sections of the Municipal Code listed below and in Attachment A to reflect this change

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

1. FINDINGS OF FACT

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

2. AMENDMENT

City of West Lake Hills Code of Ordinances Chapter 2, Article 2.05, Chapter 22, Article 22.02 and Article 22.03, Chapter 24, Article 24.02, Chapter 32, Article 32.01, Chapter 36, Article 36.01, and Chapter 38, Article 38.04 and 38.06 is hereby established so to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any blue, underlined text shall be inserted into the Code and any red, struck-through text shall be deleted from the Code, as stated on *Attachment A*.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein. If a conflict arises between fees specified in other chapters of the Code of Ordinances, the Fee Schedule herein enacted shall govern.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid,

unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of October 2020

Linda Anthony, Mayor

ATTEST:

Stephanie Mills, City Secretary

CITY OF WEST LAKE HILLS CODE OF ORDINANCES

TITLE I: GENERAL ORDINANCES

CHAPTER 2: ADMINISTRATION AND PERSONNEL

ARTICLE 2.05: ETHICS

Sec. 2.05.005 Definitions

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

Association. An incorporated or unincorporated nonprofit organization, church, club, or civic group.

Benefit. Anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest (Texas Penal Code 36.01(3)).

~~BDC. The building design committee, a body comprised of citizen volunteers appointed by the city council, as defined by this code.~~

Business entity. A sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

City. The City of West Lake Hills, an incorporated municipality located in Travis County, Texas.

City administrator. The chief administrative officer appointed by the city council.

City council member. An elected or appointed member of the city's governing body, including the mayor.

City employee. A person appointed to serve full-time or part-time as an employee of the city. Employees are paid for their services to the city. The city withholds federal taxes for employees. This term excludes independent contractors and professional services providers unless otherwise expressly included.

City official. Unless otherwise expressly limited, the mayor, every member of the city council, all city employees and officers including the city administrator, the city secretary, the city attorney and assistant city attorneys, city contractors as defined herein, the chief of police, and all members of any commission, committee, or board appointed by the city council. For purposes of this article, the term city official does not include police department personnel other than the chief of police, who are subject to separate departmental policies.

Conflict of interest. When a person has, or reasonably could be perceived to have, an incentive to make a decision or a recommendation that would be inconsistent with acting solely in the public interest of the city or that would provide a financial benefit to the person. It also includes a personal or business relationship or other interest that could reasonably be expected to diminish the person's independence of judgment in the

performance of the person's responsibility to the public interest of the city.

City contractor. A professional services provider engaged by the city who receives compensation from the city. The term includes and is limited to, accountants, architects, engineers, financial advisors, landscape architects, lawyers, and city planners.

Family member. A person related to another person within the first degree by consanguinity or affinity, as described by subchapter B, chapter 573, of the Texas Government Code.

Gift. A benefit offered by a person or entity, including food and beverages, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the city official or recipient. The term does not include expenditures for food and beverages that do not exceed \$50.00 per day per recipient.

Group. A club, church, nonprofit corporation, unincorporated association, civic group, or trade association or professional association.

Matter. An action or item under consideration that can result in a vote, recommendation or other exercise of official discretion by a city official.

Nepotism. The bestowal of patronage by public officers in appointing others to positions by reason of blood or marital relations to the appointing authority.

PAC. A political committee (general or special purpose) organized under the laws of the state.

Person. A human individual, association, corporation, sole proprietorship, or agency, or the duly authorized representative thereof.

Subdivided tract. A tract of land, as a whole, that is subdivided. The term does not mean an individual lot in a subdivided tract of land.

Vendors. Persons, businesses, or corporations who sell products, equipment, or services.

Sec. 2.05.065 Prohibition on direct representation

- (a) No city official may knowingly directly represent any person, group or business entity before the city council, ~~BDC~~, ZAPCO, or municipal court, or other board, commission, department or entity of the city.
- (b) This prohibition shall not apply, following appropriate disclosure and recusal, to representation of oneself or a relative by affinity (marriage) or consanguinity (blood or adoption) related within the first degree (e.g., mother, father, son, daughter, spouse).

Sec. 2.05.151 Prohibition

The city council cannot hire, appoint, or confirm the appointment of a person if:

- (1) The person is related to a city council member or the city administrator within the 3rd degree by

consanguinity (blood or adoption) or within the 2nd degree by affinity (marriage); and

(2) The position will be directly or indirectly compensated from public funds or fees of office, or if the person will be appointed to serve on ZAPCO, ~~the BDC~~ or other such bodies as may be added by the city council.

TITLE II: BUILDING AND DEVELOPMENT

CHAPTER 22: BUILDING REGULATIONS

ARTICLE 22.02 BUILDING DESIGN COMMITTEE

Sec. 22.02.001 Definitions

Words used in this article not defined in this section or other applicable ordinances (e.g., zoning, building and sign ordinances) have their ordinarily acceptable meaning. For the purposes of this article, the following words and phrases shall have the meaning respectively ascribed to them by this section:

Disband. To break up the organization of.

Dissolve. To bring to an end.

~~Architectural feature. The exterior architectural treatment and general arrangement of the portions of an improvement and site including, but not by way of limitation, the kind, color and texture of building materials, types of windows and doors, attached or detached signs, landscaping, screens, parking lots, exterior lighting, walkways, and other fixtures appurtenant to such portions.~~

~~Buffer. Something that lessens a visual impact or creates a separation between objects.~~

~~Capital improvement. Any improvement by the city upon property owned by or under the control of the city.~~

~~Commercial. In the context of this article every structure in the city other than structures permitted in R-1 one-family residential zoning district.~~

~~Improvement. Any building, structure, or other improvement to real property. It shall include, but not by way of limitation, street improvements, street furniture, park development, private and public schools, commercial and business developments, public utility and governmental buildings and structures, religious institutions, multiple-family dwellings, hospitals, rest homes and other similar developments, and commercial and nonecommercial recreational areas. It shall not include underground wires, pipes or other similar underground utility installations.~~

~~Regulated improvements. Any improvement upon any property within the city, not owned by or under the control of the city, other than single-family residences and buildings, structures and uses accessory thereto upon land zoned R-1 one-family residential district.~~

~~Screening. Anything that shelters, protects, obscures or conceals.~~

~~Street furniture. Improvements located in streets or rights-of-way and parking lots or other similar open spaces on a site, including, but not limited to, light standards, utility poles, newspaper stands, bus shelters, planters, traffic signs, traffic signals, benches, guardrails, rockeries, retaining walls, mailboxes, litter containers, and fire hydrants.~~

~~Vegetation. Plant life or living plant cover.~~

Sec. 22.02.002 Purpose

~~The provisions of this article are deemed to be necessary to promote the health, safety, property, and general welfare of the residents of the city.~~ [The Building Design Committee \(BDC\) was disbanded and dissolved on October 14, 2020 by Ordinance No. 2020-014](#)

~~Sec. 22.02.003—Members, qualifications, and terms~~

~~(a)—The building design committee shall consist of three members appointed by the city council. One member shall be a member of the city council and serve as the chair. One member shall be a member of the zoning and planning commission. The three members serve at the pleasure of the city council. If a member is to be absent from a building design committee meeting, any council member or zoning and planning commission member can serve as a substitute. Each member is responsible for finding a substitute when not able to attend a meeting. In making appointments, the city council shall seek to appoint persons who are knowledgeable in matters of design and aesthetic judgment by virtue of training, education, knowledge of this code, city ordinances and history and/or experience, and who possesses qualities of impartiality and broad judgment. Members shall serve without compensation.~~

~~(b)—No member of the building design committee shall participate in discussions or vote on any matter involving any client he is serving or any business of which he is owner, corporate officer or employee.~~

~~(c)—The mayor, with the concurrence of a majority of the city council, shall have the authority to remove any member without cause.~~

Sec. 22.02.004 Records

~~The city administrator or his duly authorized representative shall serve as secretary of the building design committee and shall be responsible for records. Except as otherwise provided by law, all meetings of the building design committee shall be open to the public. The bBuilding dDesign eCommittee shall keep minutes of its proceedings and such [meeting](#) minutes shall be kept on file in the office of the city secretary and open to inspection by the public.~~

~~Sec. 22.02.005—Powers of the committee~~

~~(a)—No building permit or other required permit for properties with zoning classifications other than R-1 (one family residential) shall be issued by the city for any regulated improvement except upon prior review of the building design committee. In his sole discretion, the city administrator shall be responsible for referring all non-R-1 (one family residential) remodeling permits required due to significant changes in the exterior~~

~~architectural features of buildings to the building design committee for review.~~

~~(b) — The building design committee is an advisory committee intended to aid applicants in the permitting process. As such, a formal vote on an agenda item is required only at the chair's discretion. The building design committee shall complete its review and make its recommendations on a matter before it to the zoning and planning commission at the first meeting that a matter is submitted to it. Decisions of the building design committee shall be based upon the criteria set forth in section 22.02.008.~~

~~(c) — The building design committee is not authorized to grant any variances to any ordinances of the city. However, it can recommend such variances to the zoning and planning commission, the board of adjustment or the city council when, in the opinion of the committee, those changes are consistent with the master plan of the city and its ordinances.~~

~~Sec. 22.02.006 — Additional functions~~

~~(a) — The building design committee may assist any person, group, or agency who requests design advice.~~

~~(b) — The building design committee shall consult and cooperate with the zoning and planning commission, and other governmental bodies on matters affecting the appearance of the city. The building design committee may offer recommendations to the appropriate officials on legislation to promote aesthetic and environmental values.~~

~~(c) — The building design committee may work with owners and operators of non R-1 (one family residential) properties in the city to accomplish improvements to existing structures and improvements which fail to meet the standards described herein. In circumstances where existing structures and improvements fail to conform to requirements of relevant ordinances, the building design committee may recommend to the city council that appropriate action be taken by the city to achieve compliance.~~

~~Sec. 22.02.007 — Procedure~~

~~An applicant with a matter requiring building design committee review shall submit to the city administrator a site plan and exterior elevations and other data requested by the city planner. Plans and elevations shall be drawn to scale and shall indicate the nature and extent of the work proposed and shall show in detail how they conform with the provisions of this article and other applicable laws and regulations. The city administrator shall refer appropriate applications to the building design committee at its next regular meeting.~~

~~Sec. 22.02.008 — Criteria~~

~~(a) — Relationship of building to city ordinances.~~

~~(1) — The improvements and the site shall be planned so as to accomplish the goals set out in the master plan, the subdivision ordinance, the zoning ordinance, the building ordinance and the sign ordinance. The provisions of these ordinances shall be held to be minimum requirements adopted for the promotion of public health, safety and general welfare. Whenever there is a conflict between ordinances, the most restrictive, or that imposing the higher standard, shall apply.~~

~~(2) — The provisions of this article are not intended to repeal or interfere with private restrictions placed upon property by covenant, deed, easement or other private agreement so long as they do not contravene any ordinances of the city.~~

~~(b) — Relationship of building to site.~~

~~(1) — The site shall be planned to accomplish a desirable transition with the streetscape, and to provide for adequate planting and pedestrian movement. The site shall minimize visibility from public streets and neighboring properties by means of appropriate landscaping.~~

~~(2) — Parking and service areas shall be located, designed and screened to be obscured from public view.~~

~~(3) — The height and scale of each building shall be compatible with its site and adjoining buildings.~~

~~(c) — Relationship of building and site to adjoining area.~~

~~(1) — Buildings and structures shall be made compatible with adjacent buildings of conflicting architectural styles by such means as screens, site breaks, and materials.~~

~~(2) — Harmony in texture, lines and masses shall be provided in the design of buildings.~~

~~(3) — Attractive landscape transition to adjoining properties shall be provided.~~

~~(4) — Public and quasipublic buildings and structures shall be consistent with the established neighborhood character.~~

~~(d) — Landscape and site treatment.~~

~~(1) — Where existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and developed.~~

~~(2) — Grades of walks, parking spaces, terraces, and other paved areas shall provide an inviting and stable appearance.~~

~~(3) — Landscape treatment shall be provided to enhance architectural features, strengthen vistas and provide shade.~~

~~(4) — In locations where plants will be susceptible to injury by pedestrian or motor traffic, they shall be protected by appropriate curbs, tree guards, or other devices, wherever possible.~~

~~(5) — Where building sites limit planting, the placement of trees or shrubs in parkways or paved areas is encouraged and shall be approved by the building design committee.~~

~~(6) — Screening of service yards and other places which tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combination of these. Screening shall be effective in winter and summer.~~

~~(7) — In areas where general planting will not prosper, other materials such as fences, walls, and paving of wood, brick, stone, rocks, and gravel shall be used.~~

~~(8) — Exterior lighting, when used, shall enhance the building design and the associated landscape. Lighting~~

~~standards and fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be shielded and restrained in design. Excessive brightness, flashing lights, neon and inert gas lamps, and brilliant colors are prohibited.~~

~~(e) — Building design.~~

~~(1) — Architectural style is not restricted; evaluation of a project shall be based on quality of its design and relationship to surroundings.~~

~~(2) — Buildings shall be of proportionate size to be in harmony with permanent neighboring development.~~

~~(3) — Building components such as windows, doors, eaves, walls, and parapets shall have good proportions and relationship to one another.~~

~~(4) — Colors shall be harmonious, with bright colors used only for accent.~~

~~(5) — Design attention shall be given to mechanical equipment or other utility hardware on roof, ground or buildings so as to screen it from view.~~

~~(6) — Exterior lighting plans shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design.~~

~~(7) — Monotony of design in single or multiple building projects shall be avoided. Variety of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent monotonous appearance along with the interspersal of trees and appropriate shrubbery.~~

~~(f) — Signs.~~

~~(1) — Signs shall be part of the architectural concept. Size, material, color, lettering, location, number, and arrangement shall be harmonious with the building design.~~

~~(2) — The number of signs shall be minimized in order to avoid visual clutter.~~

~~(3) — Colors shall be used harmoniously and with restraint. Excessive brightness and brilliant colors shall be avoided. Lighting shall be harmonious with design. If external spot or floodlighting is used, it shall be arranged so that light source is shielded from view.~~

~~(g) — Miscellaneous structures and street furniture.~~

~~(1) — Miscellaneous structures and street furniture located on private property, public ways and other public property shall be designed to be part of the architectural concept of design and landscape. Materials shall be compatible with buildings, scale shall be appropriate, colors shall be in harmony with buildings and surroundings, and sizes shall be in proportion to nearby buildings and improvements.~~

~~(2) — Lighting in connection with miscellaneous structures and street furniture shall meet the criteria applicable to site, landscape, buildings and signs.~~

TITLE II: BUILDING AND DEVELOPMENT
CHAPTER 22: BUILDING REGULATIONS
ARTICLE 22.03 CONSTRUCTION CODE

Sec. 22.03.008 Screening of nonresidential uses from residential district or use

- (a) Landscaped buffer strips required. All lots, or parts of lots, which are improved with a predominantly nonresidential use and whose side or rear lines are adjacent to a residential district or use, shall be screened from such residential district or use by landscaped buffer strips or other such screening in such lots and along such side or rear lines thereof as shall be approved by the city council.
- (b) Screen planting generally. Within required buffer areas, a solid and continuous landscape screen shall be planted and maintained. Such landscaping shall consist of massed evergreen and deciduous trees and shrubs of such species and size as will produce a screen at least five feet in height within two growing seasons, so as continually to restrict a clear view beyond such buffer strip.
- (c) Height of planting. The required height of the screen shall be measured from the elevation of the edge of the adjacent area to be screened. In cases where the elevation of the planting location is less than the elevation of the edge of adjacent area, the required height of the screen shall be increased in an amount equal to such difference in elevation. In cases where the elevation of the planting location is greater than that at the edge of the adjacent area, the required height of the screen may be reduced in an amount equal to such difference in elevation; provided, that in no case shall the required height be reduced more than two feet.
- (d) Width, maintenance of buffer strip. The buffer strip shall be at least ten feet in width at all points and shall be graded and furnished with appropriate ground cover and such other shrubbery or trees as may be desired by the owner. It shall be maintained and kept clean of all debris and rubbish.
- (e) Replacement of dead plantings. Required buffer plantings shall be replaced from time to time as they die and within one year after they die.
- (f) Installation of plantings or performance guarantee prerequisite for certificate of occupancy. No certificate of occupancy for premises upon which such screening is required shall be issued until such time as the landscaping requirements as set forth in this section are installed, or, if the season is not appropriate for such installation, until a performance guarantee is posted with the city in an amount equal to the estimated cost of such landscaping installation. The certificate of occupancy is subject to suspension or revocation if required landscaping is not maintained in accordance with the approved site plan or previous agreements with the city.
- (g) Substitution of fence or wall for plantings. In required buffer areas where a natural buffer strip is deemed impracticable or inappropriate, a suitable screening wall or fence may be substituted, as ~~recommended by the building design committee and~~ approved by the city council.

Sec. 22.03.176 Requirements for two-family residential structures in R-2

Notice of building permit request ~~and related building design committee hearing~~ shall be given to all neighbors within 200 feet of property.

Sec. 22.03.220 Design

- (a) Each B-3 tract shall be individually site planned. Front, side and rear side setbacks shall conform to the dimensional regulations established by ordinance, ~~but exceptions may be recommended by the building design committee in order to protect significant areas of natural beauty.~~
- (b) Setbacks between buildings may be adjusted to suit the overall design and aesthetics agreed upon with the city.

TITLE II: BUILDING AND DEVELOPMENT

CHAPTER 24: ENVIRONMENTAL PROTECTION

ARTICLE 24.02 REVIEW REQUIREMENTS

Sec. 24.02.002 Review requirements

- (a) All businesses and residences shall be subject to these requirements in the course of the building permit, special use permit and/or zoning change request processes. For the purposes of this article, “city” shall include not only the definition given in section 1.01.003, but more specifically shall refer to the person, department or commission reviewing the use. This shall include the city administrator, building inspector, ~~building design committee~~, zoning and planning commission, and the city council.
- (b) Business and residential uses, as indicated in section 38.04.031, shall comply with the special use permit approval process.
- (c) The city council shall have the power to deny any application to a business or residence which, in its opinion, constitutes a significant hazard to the community.

TITLE II: BUILDING AND DEVELOPMENT

CHAPTER 32: SIGNS

ARTICLE 32.01 GENERAL PROVISIONS

Sec. 32.01.001 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Handheld sign. Any sign held by a person.

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

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

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

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

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

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

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

On-premises sign. A commercial sign which advertises only goods, services, facilities, events, or attractions available on the premises where located, or identifies the owner or occupant or directs traffic on the premises.

Premises. A lot or tract within the city, and contiguous lands in the same ownership, which is not divided by any public highway, street or alley, or right-of-way therefor.

Projecting or hanging sign. Any sign attached to a building and extending in whole or in part more than nine inches beyond the building line. Allowable size does not include supporting structure.

Reflective surface. Any material or device which has the effect of intensifying reflected light, such as scotch light, day glow, glass beads and luminous paint.

Restoration. The routine maintenance and painting of existing, approved signs that do not change the approved design and color in any way.

Shopping center. Two or more retail stores and/or service establishments, or one retail store and one service establishment, sharing customer parking area, regardless of whether such stores and/or establishments occupy separate structures or are under separate ownership or on separate lots on tracts of land.

Sign. A name, identification, image, light device, figure, painting, drawing, message, plaque, poster, billboard, description, display, or illustration which is affixed to, painted or represented directly or indirectly upon a building, picture, window (attached inside or outside), or piece of land, and which directs attention to an object, product, place, activity, facility, service, event, attraction, person, institution, organization or business which is visible from any street, right-of-way, sidewalk, alley, park or other public property. Displays of merchandise customarily sold at the site without illumination or lettering which are placed behind a store window are not signs or parts of signs.

Surface area of a sign. The total surface including frame and mounting. The actual area of the sign shall be calculated using trigonometric methods when the sign is not a simple rectangle. The allowed area of the sign as stated in the ordinance equals one side of a freestanding back-to-back sign, provided the freestanding sign's sides are back to back or angled with no greater separation between sides at its widest point than four feet and provided that both sides have the identical sign. Frame and mounting shall not exceed 30 percent of the total surface area of sign.

Temporary sign. A banner, pennant, poster, or advertising display constructed of papers, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials that appears to be intended or is determined by the director of building and development services to be displayed for a limited period of time.

Traffic-control sign. A permitted sign for the purpose of identifying parking areas and directing the flow of traffic on private property.

Uniform sign agreement. An agreement approved by the city and property owner(s) containing specific regulations for the project's or property's signs to establish uniform signage.

Wall sign. A sign attached to, painted on, or erected against the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of the wall and not projecting more than nine inches from the face of the wall at any point.

Zone. A zoning district as shown on the official zoning map of the city.

Sec. 32.01.013 Design review guidelines

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

(b) Materials. Sign materials shall be predominantly natural, such as native stone, rough cedar, pine or other types of wood. Other materials may be substituted when in the opinion of the **building design committee**

[Zoning and Planning Commission](#) they meet the design criteria of the city.

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

TITLE II: BUILDING AND DEVELOPMENT

CHAPTER 36: SUBDIVISIONS

ARTICLE 36.01 GENERAL PROVISIONS

Sec. 36.01.003 Definitions

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

Alley. A minor public right-of-way, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular service access to the back or sides of properties otherwise abutting on a street.

Application. A written request to the city for an approval required by this chapter that contains all information required by this chapter and that has been deemed administratively complete by the city.

Application package. The letter given to the city on the date of submission, original plat, three (3) full-sized copies, and all required attachments and as deemed administratively complete by the city. These materials

shall be addressed to the zoning and planning commission or city administrator depending on review authority.

Applicant. A person or entity who submits to the city an application for an approval required by this chapter. To be qualified as an applicant under this chapter, the person or entity must have sufficient legal authority or proprietary interests in the land to commence and maintain proceedings under this chapter. The term shall be restricted to include only the property owner(s), or a duly authorized agent and representative of the property owner.

~~*BDC.* The building design commission of the city.~~

Block. A combination of two or more lots into a unit within a subdivision.

Building. Any structure, either temporary or permanent, having a roof or other covering, and designed or used for the shelter or enclosure of any person, animal or property of any kind, including tents, awnings or vehicles situated on private property and used for purposes of a building.

Certificate of completeness. Certification provided by the city to an applicant when a submission has been deemed administratively complete and the written request becomes a filed application.

City administrator. The city's chief administrative officer, as appointed by the city council. The term also includes the city administrator, or the city administrator's designee.

Commission. The Zoning and Planning Commission ("ZAPCO") of the city.

Commercial overlay district plan. The overlay plan that supplements the city's master plan and comprehensive plan and affects the city's commercial corridor along Bee Caves Road.

Comprehensive plan and master plan. The plan required by Texas Local Government Code section 211.004. The comprehensive plan is an independent, long range plan for use and development of land within the city and in the city's extraterritorial jurisdiction. The city's comprehensive plan is entitled "The Master Plan for the City of West Lake Hills, Texas," adopted in January 1979, as amended.

Condominium. A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions. Real property is a condominium only if one or more of the common elements are directly owned in undivided interests by the unit owners. Real property is not a condominium if all of the common elements are owned by a legal entity separate from the unit owners, such as a corporation, even if the separate legal entity is owned by the unit owners. Condominiums are established in accordance with the requirements of the Texas Uniform Condominium Act codified in chapter 82 of the Texas Property Code. A condominium is a form of ownership and not a specific building type or style.

Condominium association. An association, organized pursuant to section 82.101 of the Texas Property Code, whose members consist of owners of Units in a condominium, which administers and maintains the common property and common elements of a condominium.

Construction. Any clearing of land, excavation or other action that would adversely affect the natural environment of the site but does not include uses in securing survey or geological data, including necessary borings to ascertain subsurface conditions.

Control points (monuments). Those that control or are used to relocate lost or obliterated property corners. Control points (monuments) are placed where they are least likely to be destroyed and where they can be conveniently used.

Cul-de-sac. A street having but one outlet to another street and terminated on the opposite end by a vehicular turnaround.

Dead-end street. A street, other than a cul-de-sac, with only one outlet.

Density. A measure of the degree, extent, or magnitude of land development for single-family dwellings, computed by dividing the number of lots in a proposed residential subdivision by the total acreage of the tract to be subdivided, and expressed as a decimal, fraction, percentage, or ratio.

Engineer. A person duly authorized under the provisions of the Texas Engineering Practice Act, V.T.C.A., Occupations Code, chapter 1001, as amended, to practice the profession of engineering.

Erected. Built, constructed, altered, reconstructed, poured, laid, moved upon or any physical operations on the premises which are required for construction. Excavation, site clearance, landfill and the like shall be considered a part of erection.

Extraterritorial jurisdiction. That land not within the corporate limits of the city, but land over which the city has jurisdiction by virtue of V.T.C.A., Local Government Code chapter 42.

Filing. The date on which either:

- (1) An administratively complete application package for a plan, plat, or permit is submitted to the city and determined to be administratively complete by the city administrator; or
- (2) The tenth (10th) business day after a submission has been submitted to the city if the city administrator has not yet acted on the submission.

Front. The area that generally runs between the property lines facing or abutting any public or private streets, and through the point(s) on the house/structure closest to the street(s).

Impervious cover. Manmade or constructed coverage of the natural ground with any structure or surface that impedes, inhibits or does not permit the absorption or passage of water. Impervious cover includes, but is not limited to, buildings, parking areas, roads, streets, driveways, sidewalks, swimming pools, impermeable concrete, asphalt paving, compacted base material, and brick pavers on compacted base. Permeable pavement, pavers and manmade areas of compacted or uncompacted rock or stone shall be considered 100 percent impervious cover regardless of how much water they allow to pass through to natural ground. Decks that allow the passage of water to natural ground shall be considered 50 percent impervious cover. Roof

overhangs/eaves are not considered impervious cover.

Lot. An undivided tract or parcel of land having access to a public street and which is, or in the future may be, offered for sale, conveyance, transfer or improvement, which is designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed for record.

Multifamily structure. A structure containing three or more dwelling units.

Officer. Any officer referred to in this article by title means the person employed or appointed by the city in that position, or their duly authorized representative.

Organized disposal system. Any public or private system for the collection, treatment and disposal of sewage operated in accordance with the terms and conditions of a permit from the Texas Commission on Environmental Quality.

Pavement width. The portion of a street available for vehicular traffic. Where curbs are laid, it is the portion between the face of the curbs.

Person. Any individual, association, firm, corporation, governmental agency or political subdivision.

Plat. A document, prepared by a registered land surveyor or professional engineer, that depicts the subdivision of land into lots and blocks (and sometimes the combination of land) for the purpose of identifying property. For the purposes of these regulations, the following definitions are included:

Amending plat. A subdivision plat which includes a plat revision to correct errors or make minor changes to a recorded plat.

Final plat. The official and authentic map of any given subdivision of land prepared from actual field measurement and staking of all identifiable points by a surveyor or engineer, with the subdivision location referenced to a survey corner, and with all boundaries, corners, curves of the land division sufficiently described so that they can be reproduced without additional references. The final plat of any lot, tract or parcel of land shall be recorded in the land records of Travis County, Texas.

Minor plat. A subdivision resulting in four or fewer lots, provided that the plat does not require the creation of new streets or the extension of any municipal facilities to serve any lot within the subdivision. Any property to be subdivided using a minor plat shall already be served or be able to be served by all required city utilities and services, and all lots will have access from a public street that has already been improved to city standards.

Major plat. All plats not classified as a minor plat, including, but not limited to subdivisions of more than four lots, or any plat that requires the construction a new street (or portion thereof) or the extension of a municipal facility as required by these regulations or any other city ordinance. Major plat approval shall be in accordance with state law.

Preliminary plat. A subdivision plat which is the graphic expression of the proposed overall plan for subdividing, improving and developing a parcel proposed for development, showing the proposed street and lot layout, easements, dedications and other pertinent features, with such notations as are sufficient to substantially identify the general scope and detail of the parcel proposed for development.

Replat. A subdivision plat which involves the resubdivision of any part or all of a block or blocks of a previously platted subdivision, addition, lot, or tract.

Plat vacation. Plat vacation means an instrument that declares that a plat and its dedication is vacated or cancelled and that the land be converted to acreage.

Private sewage facility. Any septic system or method for the storage, treatment or disposal of sewage other than an organized disposal system operated in accordance with the terms and conditions of a permit from the city.

Right-of-way. Any travel way open to the general public for travel or land dedicated for eventual travel by the public. A dedicated right-of-way may, in addition to travel by the public, be used for installation of utilities or other public purposes.

Septic system. A private sewage facility for disposing of sewage through soil absorption and includes as components the line from the building to the septic tank, the septic tank (with one or more compartments), and the soil absorption system or evapotranspiration beds.

Setback distance. The minimum distance required between a structure and the front, side or rear boundary line of the parcel of land on which the structure is located.

Street. The entire width of a right-of-way between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Arterial street. An arterial street is a street that primarily provides vehicular circulation to various sections of the city, such as Redbud Trail.

Collector street. A collector street is a street that primarily provides circulation within neighborhoods, to carry traffic from minor streets to arterial streets, or to carry traffic through or adjacent to commercial or industrial areas, such as Yaupon Valley Road.

Minor street. A minor street is a street used primarily for access to abutting residential property, such as Flintridge Road.

Private street (access easement). A private street (access easement) is a street which is not a public street or a public right-of-way, primarily for access to residential property.

Structure. Anything constructed or erected, the use of which requires location on or in the ground or attachment to something having a location on the ground.

Subdivider. Any person or any authorized agent thereof, dividing or proposing to divide land so as to

constitute a subdivision as that term is defined in this section. In any event, the term “subdivider” shall be restricted to include only the owner, equitable owner or authorized agent of such owner or equitable owner of land sought to be subdivided.

Subdivision.

- (1) Subdivision means a division of any parcel of land situated within the corporate limits or the extraterritorial jurisdiction, in two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to the city, or for laying out of suburban lots or building lots, or any lots, and streets, alleys or parks or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto.
- (2) Subdivision of any lot, tract or parcel of land into two or more lots, units or sites, for the purpose of sale or of building development, whether immediate or future, and the vacation and resubdivision of land, lots or units, shall be subject to the prior approval of the city council or other approval authority in accordance with the terms of this article and applicable state law. The terms “subdivision” and “resubdivision” shall not include the conveyance or dedication to, any governmental entity of a portion of any lot, unit, tract or parcel of land for additional right-of-way for any existing public street or highway, whether by purchase or condemnation, provided that such government acquisition does not bisect the original tract into two or more lots, tracts or parcels, and provided in case of conveyance or dedication that such division be by metes and bounds description and not by plat and not be pursuant to or in connection with any division or redivision of any part of the unacquired portion of the tract that is not so acquired by or dedicated to the governmental entity. A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, a condominium declaration, or by using any other method. A division of land under this definition does not include a division of land into parts greater than five acres, where each party has access and no public improvement is being dedicated.

Subdivision gross area. The total area (in acres) of the land located within the boundary of a tract of land to be subdivided or joined into one or more lots.

Subdivision net area. The area (in acres) of the land located within the boundary of a tract of land to be subdivided or joined into one or more lots after subtracting the area (in acres) of all public right-of-way(s) that are located within the boundaries of the land to be subdivided.

Submission. A written request for a plat, replat, plan, or variance.

Surveyor. A licensed state land surveyor or a registered public surveyor, as authorized by the state statutes to practice the profession of surveying.

Tract of origin. The parcel(s) of land in existence prior to being subdivided.

Unit. A physical portion of a condominium designated for separate ownership or occupancy, the boundaries of

which are described by the condominium declaration.

Utility easement. An interest in land granted to the city, or to the public generally, or to a private utility corporation, for installing or maintaining utilities across, over or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of such utilities.

Yard. The open area between building setback lines and lot lines.

(b) Definitions not expressly prescribed in this section are to be construed in accordance with customary usage in municipal planning and engineering practices

TITLE II: BUILDING AND DEVELOPMENT

CHAPTER 38: ZONING

ARTICLE 38.04 SUPPLEMENTARY REGULATIONS

Sec. 38.04.035 General conditions for all special uses

(a) Adherence to approved plans and limitations. A special use shall be established, operated and maintained in accordance with the plans, terms, conditions and limitations contained in the permit approved by the BOA.

(b) Duration of permit; renewal. Special use permits shall be granted for a definite period of time, not to exceed two years. Upon the special use permit's expiration, renewals may be granted at the discretion of the city administrator provided no written complaints were received during the use period. If there is a record of complaints or if the city administrator opts not to approve the renewal, the applicant can seek renewal from the BOA. If the BOA declines the renewal, the applicant can reapply for the special use permit. ~~This process entails the applicant receiving approval from (1) the building design committee, and (2) then the BOA.~~ The applicant shall pay new fees.

(c) Revocation of permit. The BOA, after notice and a public hearing, may revoke any special use permit for one or more of the following reasons:

- (1) A substantial violation of any of the plans, terms, conditions and limitations applicable to the special use;
- (2) A substantial violation of any applicable ordinance or regulation;
- (3) Operation or maintenance of the special use in a manner that is detrimental to the public's health or safety, or so as to constitute a nuisance; or
- (4) Discontinuance of the use.

(d) Lapse of permit. A special use permit shall lapse if the use has not been commenced, or, in the case of construction, if construction has not been commenced, within one year of the date the permit was issued.

- (e) Transfer of permit. A special use permit is not transferable and shall cease upon transfer of the property or business.

TITLE II: BUILDING AND DEVELOPMENT

CHAPTER 38: ZONING

ARTICLE 38.06 PLANNED DEVELOPMENT DISTRICTS

Sec. 38.06.124 Approval process

- (a) Pre-application conference. The applicant(s) shall consult with the city administrator, ~~building design committee~~, and/or other designated administrative officers before preparing a concept plan in order to save time, to save money and to avoid potential unnecessary delays.
- (b) Prior to formal application for approval of any PD master plan, the applicant(s) shall request and attend a pre-application conference with the city administrator, and any other pertinent city official(s) in order to become familiar with the city's development regulations and the development process.

Sec. 38.06.127 Approval by administrator

Prior to consideration by the zoning and planning commission or city council, all PD proposals must be reviewed by the city administrator. At the city administrator's discretion, the city administrator may forward a planned development proposal to the ~~building design committee~~, zoning and planning commission, and city council with or without a recommendation.

Sec. 38.06.128 Action by ZAPCO/city council

~~(a) — The building design committee shall review the planned development application and shall recommend approval, approval subject to certain conditions, or disapproval of the planned development application. If the building design committee recommends approval, with or without conditions, of the plan, then it will be forwarded to the zoning and planning commission for consideration.~~

~~(b)~~ (a) The zoning and planning commission shall review the planned development application and shall recommend approval, approval subject to certain conditions, or disapproval of the planned development application. If the zoning and planning commission recommends approval, with or without conditions, of the plan, then it will be forwarded to the city council for consideration. Upon request of applicant, the commission may allow one postponement of the planned development application to the following regular meeting of the commission, at which meeting the commission must either make a recommendation or forward the planned development application to the city council without a recommendation.

~~(c)~~ (b) The city council shall consider the PD application at a public meeting following receipt of a determination by the zoning and planning commission ~~and the building design committee~~. The city council may also, where appropriate, remand the planned development application back to the zoning and planning commission for reconsideration if it believes that there is a compelling reason to do so, such as the

introduction of significant new facts or testimony.