



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, February 26, 2020 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a Regular Meeting on the 26th day of February 2020 at 7:00 p.m., in the Council Chamber, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

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 Citizens Communication agenda item 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 The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council Meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or Citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Citizens requesting items be removed from the consent agenda must submit a written Speaker Card to the City Secretary before the meeting begins. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.
 - a. Approval of the February 12, 2020 Regular Meeting Minutes
4. Personnel Recognition of Pam Williams, West Lake Police Department Administrative Assistant, for her 20 years of service to the City

5. Administration Discuss and Consider Action on the Approval of an Ordinance Cancelling the May 2, 2020 General Election and Declaring the Unopposed Candidates for the Offices of Mayor and Two Councilmembers as Elected
 - a. Citizens Communications: All persons wishing to speak on this item shall be heard
6. Administration Discuss and Consider Action on Approval of an Election Services Agreement with Travis County for the May 2, 2020 Special Election
 - a. Citizens Communications: All persons wishing to speak on this item shall be heard
7. Administration Discuss and Consider Action on the Acceptance of Street, Drainage and Water Improvements for East Ledge Way Subdivision. Owner: McCall Realty Holdings, LLC
 - a. Citizens Communications: All persons wishing to speak on this item shall be heard
8. Administration Discussion and Update on the Special Bond Election for Proposition A City Hall and Police Building and Proposition B for Streets and Drainage Improvements Scheduled for May 2, 2020
 - a. Citizens Communications: All persons wishing to speak on this item shall be heard
9. Administration Discussion and Update on Area Infrastructure Projects, including Ullrich Water Treatment Plant, Water District 10 and Bee Caves Road
 - a. Citizens Communications: All persons wishing to speak on this item shall be heard
10. Executive Session An Executive Session may be held in accordance with the authority contained in Texas Government Code, Section 551.071 for Consultation with City Attorney Regarding Pending litigation in Cause No. 2019-03-28-01; 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. D-1-GN-19-007546; City of West Lake Hills, Plaintiff v. Jaff Ventures, LLC and Douglas Jaffe III
11. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the February 26, 2020 City Council Regular City Council Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, February 21, 2020 at 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed: 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. ZAPCO 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
OF CITY COUNCIL REGULAR MEETING
Wednesday, February 12, 2020 at 7:00 p.m.

A Regular Meeting of the City Council of the City of West Lake Hills, Texas, was held on the 12th day of February 2020 at 7:00 p.m., in the Council Chamber, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, for which proper notice was given.

1. With a quorum present, Mayor Linda Anthony called the meeting to order at 7:30 p.m. Members in attendance were: Mayor Linda Anthony, Mayor Pro Tem Jim O'Connor, Councilmembers Rhonda McCollough, Brian Plunkett, Beth South, and Darin Walker.
2. Citizens Communications: Mayor Anthony opened the meeting for public comments. Hearing none, the public comment section was closed.
3. CONSENT AGENDA:
 - a. Approval of the January 22, 2020 Regular Meeting Minutes
 - b. Addition of Travis Askey, City Administrator, to the Lone Star Investment Pool in Order to Carry Out the Role of Investment Officer.

Motion for approval of the consent agenda as listed made by Councilmember McCullough with a Second by Mayor Pro Tem O'Connor

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

4. Bond: Discuss and Consider Action on the Addition of Terrace Mountain Paving and Drainage Project to the Proposed May 2020 Bond Election
 - a. Staff Briefing:
 - b. Citizens Communications: All persons wishing to speak on this item shall be heard
 - c. Deliberation and Action

Motion for Approval to add the Terrace Mountain Paving and Drainage Project to the Proposed Bond Election made by Councilmember Walker with a Second by Councilmember Plunkett

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

5. Bond: Discuss and Consider Action on an Ordinance Ordering a Special Bond Election to be held on May 2, 2020
 - a. Staff Briefing:
 - b. Citizens Communications: All persons wishing to speak on this item shall be heard
 - c. Deliberation and Action

**Motion for Approval of an Ordinance Ordering a Special Bond Election was made by Councilmember McCullough with a Second by Councilmember Walker
Motion carried unanimously by a vote of 5 ayes to 0 nays**

6. Election: Discuss and Consider Action on an Ordinance Ordering a General Election to be held on May 2, 2020 for the Purpose of Electing a Mayor, Council Member for Place 2 and Council Member for Place 4.
 - a. Staff Briefing
 - b. Citizen Communications: All persons wishing to speak on this item shall be heard
 - c. Deliberation and Action

**Motion for Approval of an Ordinance Ordering a General Election was made by Councilmember McCullough with a Second by Mayor Pro Tem O'Connor
Motion carried unanimously by a vote of 5 ayes to 0 nays**

7. Election: Discuss and Consider Action on a Resolution for the Rental of Required Voting Equipment Through Travis County.
 - a. Staff Briefing
 - b. Citizen Communications: All persons wishing to speak on this item shall be heard
 - c. Deliberation and Action

**Motion for Approval of a Resolution for Voting Equipment was made by Mayor Pro Tem O'Connor with a Second by Councilmember McCullough
Motion carried unanimously by a vote of 5 ayes to 0 nays**

8. Land Use Presentation: 1801 Westlake Drive: Presentation for Possible Future Redevelopment of an Existing Apartment Community from Permit Partners, LLC
 - a. Council Comments and Questions
 - b. Citizens Communications: All persons wishing to speak on this item shall be heard
 - c. No Action Required, Informational only

No action was taken on this item

9. Update on Discussions with the City of Austin Regarding the Ullrich Water Treatment Plant
 - a. Staff Briefing
 - b. Citizen Communications: All persons wishing to speak on this item shall be heard
 - c. Deliberation and/or Action

No action was taken on this item

10. Executive Session: An Executive Session may be held in accordance with the authority contained in Texas Government Code, Section 551.071 for Consultation with City Attorney Regarding Pending litigation in Cause No. 2019-03-28-01; 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. D-1-GN-19-007546; City of West Lake Hills, Plaintiff v. Jaff Ventures, LLC and Douglas Jaffe III

Council began Executive Session at 9:00 p.m. and reconvened at 9:10 p.m.

11. Adjournment:

Motion to Adjourn made by Councilmember Walker at 9:11 p.m. with a Second by Councilmember McCullough
Motion carried unanimously by a vote of 5 ayes to 0 nays

Respectfully submitted,

Linda Anthony, Mayor

ATTEST:

Stephanie Mills, City Secretary

These minutes were approved on _____, 2020.

ORDINANCE NO. 2020-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, DECLARING THE UNOPPOSED CANDIDATES FOR THE OFFICES OF MAYOR AND TWO COUNCILMEMBERS AS ELECTED; PROVIDING THAT THE MAY 2, 2020, GENERAL ELECTION SHALL NOT BE HELD; PROVIDING A VALIDITY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of West Lake Hills, adopted Ordinance 2020-001 on February 12, 2020, ordering a general election to be held on May 2, 2020, for the purpose of electing a Mayor and two Councilmembers; and

WHEREAS, pursuant to Sections 143.007(c) and 146.054(b) of the Texas Election Code, the deadlines for filing applications for a place on the ballot and declarations of write-in candidacy for the City's general election have expired; and

WHEREAS, the City Secretary, in accordance with Section 2.051 – 2.053 of the Texas Election Code, has certified in writing to the City Council that Linda Anthony is unopposed for election to the office of Mayor, Brian Plunkett is unopposed for election to the office of Councilmember Place 2, and Darin Walker is unopposed for election to the office of Councilmember Place 4; and

WHEREAS, the City Council hereby finds and determines that the candidates whose names are to appear on the ballot in said election are unopposed and there are no declared write-in candidates;

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

SECTION 1. That, the facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

SECTION 2. That, in accordance with Section 2.053(a), Texas Election Code, the following unopposed candidates are hereby declared duly elected to the respective offices shown and shall be issued a certificate of election following the date on which the regular municipal election for Mayor and Councilmembers was to have been held:

Linda Anthony	Mayor
Brian Plunkett	Councilmember, Place 2
Darin Walker	Councilmember, Place 4

SECTION 3. That, pursuant to Section 2.053 of the Texas Election Code, the general election for Mayor and two Councilmembers called and ordered by Ordinance 2020-001 on February 12, 2020, shall not be held and is hereby cancelled.

SECTION 4. That, pursuant to Section 2.053 of the Texas Election Code, the City Secretary is hereby directed to cause a copy of this Ordinance to be posted on Election Day, the same being May 2, 2020, at all polling places that would have been used in such election.

SECTION 5. Validity. That, all ordinances of the City of West Lake Hills in conflict with the provisions of this ordinance be, and the same are hereby superseded and all other provisions of the ordinances of the City of West Lake Hills not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. Severability. That should any paragraph, sentence, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected.

SECTION 7. That, it is hereby found and determined that the meeting at which this ordinance was passed was open to the public, as required by Section 551.001 et seq, of the Texas Government Code, and that advance public notice of the time, place and purpose of said meeting was given.

SECTION 8. Effective Date. That, this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law, and it is accordingly so ordained.

PASSED AND APPROVED this 26th day of February 2020.

LINDA ANTHONY, MAYOR

ATTEST:

Stephanie Mills, City Secretary

ORDENANZA 2020-003

UNA ORDENANZA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE WEST LAKE HILLS DECLARANDO A LOS CANDIDATOS SIN OPOSICIÓN PARA LOS CARGOS DE ALCALDE Y DOS MIEMBROS DEL CONSEJO MUNICIPAL, ELEGIDOS A PUESTOS DE LA CIUDAD; CANCELANDO LAS ELECCIONES GENERALES DE LA CIUDAD DEL 2 DE MAYO, 2020; PROPORCIONANDO UNA CLÁUSULA DE VALIDEZ; PROPORCIONANDO UNA CLÁUSULA DE DIVISIBILIDAD; ENCONTRANDO Y DETERMINANDO QUE LA REUNIÓN EN LA QUE SE ADOPTÓ LA ORDENANZA FUE ABIERTA AL PÚBLICO SEGÚN LO REQUERIDO POR LEY; Y PROPORCIONANDO UNA FECHA DE ENTRADA EN VIGENCIA.

CONSIDERANDO QUE, la Ciudad de West Lake Hills adoptó la Ordenanza 2020-001 el 12 de febrero, 2020, ordenando una elección general a ser celebrada el 2 de mayo, 2020, para elegir al Alcalde y dos Miembros del Consejo; y

CONSIDERANDO QUE, de conformidad con las Secciones 143.007(c) y 146.054 (b) del Código Electoral de Texas, los plazos para presentar solicitudes para un lugar en la boleta electoral y las declaraciones de candidatura por escrito para las elecciones generales de la Ciudad han expirado; y

CONSIDERANDO QUE, el Secretario de la Ciudad, de conformidad con las Secciones 2.051 - 2.053 del Código Electoral de Texas, ha certificado por escrito al Consejo Municipal que Linda Anthony no tiene oposición para la elección del cargo de Alcalde, Brian Plunkett no tiene oposición para la elección del cargo de Miembro de Consejo, Lugar 2 y Darin Walker no tiene oposición para la elección del cargo de Miembro de Consejo, Lugar 4; y

CONSIDERANDO QUE, el Consejo Municipal por la presente determina que los candidatos cuyos nombres deben aparecer en la boleta electoral en dicha elección no tienen oposición y no hay candidatos declarados por escrito;

AHORA, POR LO TANTO, SE ORDENA POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE WEST LAKE HILLS, TEXAS:

SECCIÓN 1. Que, los hechos y asuntos expuestos en el preámbulo de esta ordenanza se consideran verdaderos y correctos.

SECCIÓN 2. Que, de conformidad con la Sección 2.053(a), Código Electoral de Texas, los siguientes candidatos sin oposición se declaran debidamente elegidos para los cargos respectivos que se muestran y se les emitirá un certificado de elección después de la fecha en que la elección municipal regular para Alcalde y Miembros del Consejo hubiera sido celebrada:

Linda Anthony	Alcalde
Brian Plunkett	Miembro de Consejo, Lugar 2
Darin Walker	Miembro de Consejo, Lugar 4

SECCIÓN 3. Que, de conformidad con la Sección 2.053 del Código Electoral de Texas, la elección general para el Alcalde y dos Miembros del Consejo convocada y ordenada por la Ordenanza 2020-001 el 12 de febrero de 2020, no se llevará a cabo y se cancela por la presente.

SECCIÓN 4. Que, de conformidad con la Sección 2.053 del Código Electoral de Texas, se ordena al Secretario de la Ciudad que haga que se publique una copia de esta Ordenanza el día de la elección, el 2 de mayo de 2020, en todos los lugares de votación que se hubieran utilizado en tal elección.

SECCIÓN 5. Validez. Que, todas las ordenanzas de la Ciudad de West Lake Hills en conflicto con las disposiciones de esta ordenanza deben ser, y quedan anuladas y todas las demás disposiciones de las ordenanzas de la Ciudad de West Lake Hills que no están en conflicto con las disposiciones de esta ordenanza permanecerán en plena vigencia y efecto.

SECCIÓN 6. Divisibilidad. Si cualquier párrafo, oración, cláusula, frase o palabra de esta ordenanza se declara inconstitucional o no válido por cualquier motivo, el resto de esta ordenanza no se verá afectada.

SECCIÓN 7. Que, por el presente se determina que la reunión en la que se aprobó esta ordenanza estaba abierta al público, según lo requerido por la Sección 551.001 y siguientes, del Código de Gobierno de Texas, y que notificación por adelantado al público de la hora, el lugar y el propósito de dicha reunión fue dada.

SECCIÓN 8. Fecha efectiva. Que, esta ordenanza entrará en vigencia inmediatamente después de su aprobación y publicación según lo dispuesto por la ley, y en consecuencia está ordenada.

HECHA PÚBLICA Y APROBADA este, el 26 día de febrero de 2020.

LINDA ANTHONY, ALCALDE

ATESTIGUADO:

Stephanie Mills, Secretario de la Ciudad

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND City of West Lake Hills

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

Section 1. GENERAL PROVISIONS

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

permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

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

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer may provide newspaper notices on behalf of the Participating Entity with respect to a specific election if:
 - i. Not later than 60 days before election day for that election, the Participating Entity submits a written request to the Election Officer to provide newspaper notices on behalf of the Participating Entity, provides the Election Officer the content of the notices and information as which newspapers those notices are to be published and the dates of publication and any other information required by the Election Officer for providing newspaper notices, and
 - ii. The Participating Entity pays the Election Officer all costs associated with providing the newspaper notices.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation that to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
- (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
- (4) Conducting the official canvass of a Participating Entity election;
- (5) administering the Participating Entity's duties under state and local campaign finance laws;
- (6) having a Participating Entity representative serve as the custodian of its election records; and

- (7) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) [The City Secretary, Stephanie Mills](#), will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [Stephanie Mills](#) will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [Stephanie Mills](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election. Each request for election services, including each request for the Election Officer to conduct a runoff election, must be accompanied by a non-refundable payment of \$150 to the Election Officer.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to Election.Entities@traviscountytexas.gov. The Participating Entity has designated [Stephanie Mills as the Participating Entity's representative for sending and receiving](#) e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and

receiving e-mail communications pursuant to Section 5:
SMills@WestLakeHills.org.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 day unless the Election Officer notifies the Participating Entity during that 90-day period following the election that

the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

- (1) Within thirty days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity from February 1, 2020 through June 30, 2020, the Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place and \$5 for each unit of other electronic equipment the Travis County Clerk's Office uses to conduct the election or provide election services.
 - (2) For each election the Election Officer conducts for the Participating Entity after June 30, 2020, the Participating Entity shall pay one half of one percent of the cost of the electronic voting system equipment installed at a polling

place and one-half of one percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.

- (3) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

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

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.

- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

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

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

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney (or his successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

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

(C) Force Majeure

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

(D) Venue and Choice of Law

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

(E) Entire Agreement

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

(F) Severability

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

(G) Breach

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

(H) Payments from Current Revenues

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

(I) Other Instruments

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

(J) Third Party Beneficiaries

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

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not

constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

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

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

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

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

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

[Signatures on following page]

City of West Lake Hills

BY: _____
Linda Anthony
Mayor

DATE: _____

ATTEST:

Stephanie Mills
City Secretary

TRAVIS COUNTY

BY: _____
Sarah Eckhardt
County Judge

DATE: _____

BY: _____
Dana DeBeauvoir
County Clerk

DATE: _____



**SUBDIVISION IMPROVEMENTS ACCEPTANCE
STAFF REPORT**

FEBRUARY 26, 2020

Project Name: East Ledgeway Subdivision – acceptance of subdivision infrastructure improvements

Agenda Item: Land Use: Acceptance of street, drainage and water improvements for the East Ledgeway Subdivision. (Owner, McCall Realty Holdings, LLC). Anjali Naini, Director of Building & Development Services

Applicant Information: Emmett P. “Buster” McCall, McCall Realty Holdings, LLC | Robert C. “Ric” Thompson, Thompson Land Engineering, LLC

Hearing Date:

February 26, 2020

City Council

Location & Zoning

The subdivision is located at 300 Laurel Valley Rd, southwest of Redbud Trail and located at the south end of Cedar Oak Trail. The subdivision is zoned R – 1, One-Family Residential.

Background

On June 26, 2019, the City Council approved a final plat and construction plans for the East Ledgeway Subdivision, a 13-acre tract located at 300 Laurel Valley. The subdivision consists of seven residential lots. Because the final plat was recorded prior to the subdivision infrastructure improvements were complete, a letter of credit was issued by the owner benefiting the City of West Lake Hills. The letter of credit guarantees funding to the City in the case that the improvements were not completed by the owner.

The improvements have been completed at this time and are certified by the project engineer. A copy of the Engineer’s Concurrence for Project Acceptance is included in the packets, along with an unofficial copy of the recorded final plat.

Staff Recommendation

The staff recommendation is to accept the improvements.

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE
STREET, DRAINAGE, AND WATER

Project Name: LedgeWay East Subdivision

Project No. _____

<u>Owner's Name and Address</u>	<u>Consultant Engineer's Name and Address</u>
McCall Realty Holdings, LLC	Thompson Land Engineering, LLC
P.O. Box 164164	P.O. Box 160062
Austin, Texas 78716	Austin, Texas 78716
_____	_____

On January 24th, 2020, I the undersigned professional engineer, or my representative, made a visual inspection on the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention except those listed below. I, therefore, recommend acceptance of this project by the City of Westlake Hills once the following listed items are corrected to the satisfaction of the City.

1) None

2) _____

3) _____





Robert C. (Ric) Thompson, P.E.

January 25, 2020

Date

69524

Texas Registration Number

Seal

January 25, 2020



2 pgs

201900132

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME

East Ledge Way Subdivision (Resubdivision of Lot 1 Block A A.F. Deloney Subdivision)

OWNERS NAME: McCall Realty Holdings, LLC

RESUBDIVISION? YES ☒ NO ☐

ADDITIONAL RESTRICTIONS / COMMENTS:

Certificate #2019111302

RETURN:

Mail to
City of West Lake Hills
911 Westlake Dr
West Lake Hills, TX 78746
Attn: Anjali Naini



201900132

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jul 25, 2019 02:49 PM

Fee: \$75 00

TOMSR

7-25-2019

\$75.00

201900132

FINAL PLAT

**EAST LEDGEWAY SUBDIVISION
(RESUBDIVISION OF LOT 1 BLOCK A
A.F. DELONEY SUBDIVISION)**

TOTAL SITE ACREAGE 13.00 ACRES

TRAVIS COUNTY, TEXAS

Preparation Date: January 3, 2019

Amended Plat of
Part of Site C
Block W
Stonehedge Estates
Doc. 201600074

SUBDIVIDER:

McCall Realty Holdings, LLC
E.P. McCall, Jr.
P.O. Box 164164
Austin, Texas 78716

ENGINEER:

Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733

SURVEYOR:

Holt Carson, Inc.
1904 Fortview Road
Austin, Texas 78704

Legend

- Calculated Point
- Iron Rod Found (size noted)
- Iron Pipe Found (size noted)
- Iron Rod Set with plastic cap
- Imprinted with "Holt Carson, Inc."
- 60D Nail Found
- MFE Minimum Finished Floor Elevation
- B.L. Building Line
- D.E. Drainage Easement
- (Record Bearing and Distance)

T.J. CHAMBERS SURVEY
REDBUD TRAIL
WILKINSON SPARKS SURVEY

CEDAR OAKS DRIVE
(30' R.O.W.)

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MFE 673.00 FT.
1.12 Acres

LOT 1
MFE 673.00 FT.
1.44 Acres

LOT 3
MFE 673.00 FT.
1.74 Acres

LOT 4
MFE 662.50 FT.
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LOT 5
MFE 666.00 FT.
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LOT 6
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MFE 672.50 FT.
1.27 Acres

LOT 184
MFE 672.50 FT.
1.27 Acres

LOT 185
MFE 672.50 FT.
1.27 Acres

LOT 186
MFE 672.50 FT.
1.27 Acres

LOT 187
MFE 672.50 FT.
1.27 Acres

LOT 188
MFE 672.50 FT.
1.27 Acres

LOT 189
MFE 672.50 FT.
1.27 Acres

LOT 190
MFE 672.50 FT.
1.27 Acres

LOT 191
MFE 672.50 FT.
1.27 Acres

LOT 192
MFE 672.50 FT.
1.27 Acres

LOT 193
MFE 672.50 FT.
1.27 Acres

LOT 194
MFE 672.50 FT.
1.27 Acres

LOT 195
MFE 672.50 FT.
1.27 Acres

LOT 196
MFE 672.50 FT.
1.27 Acres

LOT 197
MFE 672.50 FT.
1.27 Acres

LOT 198
MFE 672.50 FT.
1.27 Acres

LOT 199
MFE 672.50 FT.
1.27 Acres

LOT 200
MFE 672.50 FT.
1.27 Acres

LOT 201
MFE 672.50 FT.
1.27 Acres

**EAST LEDGEWAY SUBDIVISION
(RESUBDIVISION OF LOT 1 BLOCK A
A.F. DELONEY SUBDIVISION)
TOTAL SITE ACREAGE 13.00 ACRES
TRAVIS COUNTY, TEXAS**

Preparation Date: January 3, 2019

FINAL PLATSTATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, McCall Realty Holdings, LLC, a Texas limited liability company, acting by and through its President, E.P. McCall, Jr., owner of all of Lot 1, Block A, A.F. Deloney Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 97 Page 277 of the Plat Records of Travis County, Texas, as conveyed to it by Warranty Deed recorded in Document No. 2018116763 of the Official Public Records of Travis County, Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, the undersigned owner of the land shown on this plat, and designated herein as EAST LEDGEWAY SUBDIVISION (RESUBDIVISION OF LOT 1 BLOCK A, A.F. DELONEY SUBDIVISION) of the City of West Lake Hills, Travis County, Texas, and whose name is subscribed hereon, hereby resubdivides said Lot 1 to be known as EAST LEDGEWAY SUBDIVISION and do hereby dedicate to the use of the public forever all streets, alleys, parks, watercourses, drains, public easements, and public places thereon shown for the purposes and considerations therein expressed.

WITNESS MY HAND this 8 day of July, 2019

E.P. McCall, Jr.
McCall Realty Holdings, LLC
P.O. Box 164164
Austin, Texas 78716

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared E.P. McCall, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of

July, 2019
Mark Schuman, Jettell
Notary Public in and for Travis County, Texas

Commission Expires 9/28/21

The tract of land described on this plat is within the boundaries of Travis County Water Control and Improvement District (WCID) No. 10 and has water service available.

DATED: 7-10-19

Paul Barker, P.E.
President of the Board WCID No. 10

I, the undersigned, City Administrator of the City of West Lake Hills, Texas, hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the City for which my approval is required.

DATED: 9 July 2019

Robert J. Wood
City Administrator City of West Lake Hills, Texas

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing instrument of Writing and its Certificate of Authentication was filed for record in my office on the 25th day of July, 2019, A.D., at 2:49 o'clock P.M. and duly recorded on the 25th day of July, 2019, A.D., at 2:48 o'clock P.M. in the Plat Records of said County and State in Document No. 201900132 Official Public Records of Travis County.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the 25th day of July, 2019, A.D.

DANA DEBEAUVOIR, COUNTY CLERK TRAVIS COUNTY, TEXAS

BY: RICK TORES
Deputy

This plat has been submitted to and considered by the Zoning and Planning Commission (ZAPCO) of the City of West Lake Hills, Texas.

DATED: hick h. Coase
ZAPCO Chairperson City of West Lake Hills, Texas

Approved and authorized for record by the City Council of the City of West Lake Hills, Texas.

DATED this 8th day of July, 2019

Lucretia Anthony
Mayor City of West Lake Hills, Texas

Deborah L. Baesch
Attest City Secretary

SANITATION CERTIFICATION:

The lots shown on this preliminary subdivision plat are able to be developed with septic systems, and these systems are to be constructed in accordance with Note 1 shown hereon.

Donald B. Allen, R.S.
Registered Sanitarian

7/08/2019
Date

NOTES: CITY OF WEST LAKE HILLS, TEXAS JURISDICTION

1. Septic systems: Every lot within the City's municipal boundaries in this subdivision is subject to Chapter 18 of the West Lake Hills Code, as amended. No septic system or other private sewage facility may be constructed in the City until the City of West Lake Hills has issued a permit for its construction. No private sewage facility in the City limits may be used until the facility has been approved and licensed by the City. Lot size requirements for residential and commercial private sewage facilities shall conform to construction and development limitations in Chapter 18 of the West Lake Hills Code, as amended.

2. Site clearance, site disturbance, or impervious cover: Every lot in this subdivision is subject to the City of West Lake Hills' site clearance procedures. No site clearance, excavation, grading or landfill shall commence unless a permit shall have first been issued for such work in accordance with the provisions of applicable ordinances. Impervious cover shall not exceed the maximum percentage permitted under City Ordinance. Construction will comply with City's tree and vegetation regulations and will maximize preservation of trees and vegetation.

3. Flood hazard: The Federal Insurance Administration map Panel 48453C 0445 J, for the City of West Lake Hills, Texas, indicate that a portion of the property shown hereon does lie within the 100 Year Flood Plain as defined by said maps dated January 6, 2016.

4. Streets, roads, and other public thoroughfares shown on plat: The building of all streets, roads, and other public thoroughfares shown on this plat, and any bridges or culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, shall be the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the City Council of the City of West Lake Hills, Travis County, Texas, if said plat is within the City limits of the City of West Lake Hills, Texas. The City of West Lake Hills, Texas, assumes no responsibility to build any of the streets, roads, or other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. All curb cuts, entrances, and exits onto public streets or highways shall first be approved by the City of West Lake Hills, Texas.

5. Lots in this subdivision are located over the Edwards Aquifer Contributing Zone and subject to the Texas Natural Resource Conservation Commission Edwards Rules, Texas Administrative Code 30 TAC 213. No building permit will be issued by the City of West Lake Hills until the requirements of the Edwards Rules TAC Chapter 313 are fully complied with. The applicant for a building permit is responsible to furnish the City written compliance to the Edwards Aquifer Rules from the Texas Natural Resource Conservation Commission.

6. Restrictions or covenants filed as Document No. _____ of the Travis County Official Public Records.

7. All of the land depicted on this subdivision plat is located within the full purpose municipal boundaries of the City of West Lake Hills, Texas on this the 25th day of July, 2019, A.D.

8. Based on the current design of the WCID 10 infrastructure, all one- and two-family dwellings that exceed 3,600 square feet within the subdivision shall be protected throughout by a National Fire Protection Association 13D-compliant residential fire sprinkler system. The systems shall be designed and installed by a licensed fire protection company or an endorsed plumber. Sprinkler plans shall be submitted to the Emergency Services District No. 9 for review and approval prior to installation.

9. The water supply infrastructure for the subdivision shall provide adequate fire flow in compliance with the International Fire Code Appendix B. For residential structures up to 3,600 square feet, 1000 gallons per minute shall be provided (see qualifications below in Item No. 10).

10. All residential structures over 3,600 square feet shall comply with the requirements of Table B105.1 from the International Fire Code. Residential structures with an approved National Fire Protection Association 13D residential fire sprinkler system shall receive a 50% reduction in required fire flow. The resulting fire flow shall not be less than 1000 gallons per minute, unless an exemption is agreed to by the Emergency Service District No. 9 and by Travis County Water Control and Improvement District No. 10.

11. Prior to construction on the lots in this subdivision, drainage plans are to be submitted to the City of West Lake Hills for review demonstrating that rainfall run-off amounts will be held to no greater than the amount existing at the currently developed status through the use of ponds or other approved methods.

12. All adjacent lots are zoned R-1-One-Family Residential.

13. The property depicted on this plat of East Ledge Way Subdivision, dated September 26th, 1996, is all of Lot 1, Block A, A.F. Deloney Subdivision, as recorded in Volume 97 Page 277 of the Plat Records of Travis County, Texas.

14. Density in residential subdivision is 8 lots based on 0.67 lots per acre.

15. All lots within this subdivision are zoned R-1-One-Family Residential.

16. The resultant plat is final and cannot be resubdivided.

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, Robert C. Thompson, P.E. am authorized under the State of Texas to practice of engineering and hereby certify that a portion of this property is within a Special Flood Hazard Area as shown on the Federal Emergency Management Agency Map Community Panel No. 48453C 0445J, dated January 6, 2016.

Robert C. Thompson
Date: 07-02-2019

Robert C. Thompson P.E. 69524
Thompson Land Engineering, LLC
904 N. Cuernavaca Austin, Texas 78733

STATE OF TEXAS
COUNTY OF TRAVIS

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from the actual survey of the property made under my supervision on the ground.

DATED: 7-02-2019

Holt Carson
Registered Professional Land Surveyor No. 5166

City of West Lake Hills Bond Election Update

At their regular meeting held Wednesday, February 12th, 2020, the City Council voted unanimously to approve an Ordinance ordering a Special Bond Election to be held Saturday, May 2nd, 2020. This Ordinance authorized calling an election to submit two (2) propositions to registered voters in the City of West Lake Hills that will determine whether the City shall be authorized to issue bonds.

This Bond Election is the culmination of a four-year study and assessment of the current and future infrastructure needs of the City. Both buildings – most especially the Police Department building that includes the Council Chambers - are in a state of disrepair such that any renovation would be cost prohibitive and not be the best long-term solution. The proposed new two-story municipal complex is the result of two architectural studies that examined the state of our current buildings with respect to condition, functionality, and compliance with state building codes and state and national ADA regulations. Additionally, renovation of the existing buildings would require each building be brought into compliance with all current codes and yet would still be insufficient for current and future needs.

CITY OF WEST LAKE HILLS, TEXAS - PROPOSITION A:

Proposition A proposes the issuance of bonds in an amount not to exceed \$12M and if approved the imposition of a debt service property tax rate to pay the principal of and interest on the bonds for a new City Hall and Police Building and related infrastructure.

Background:

The existing West Lake Hills City Hall complex located at 911 Westlake Drive is comprised of two buildings that were originally built to residential code; the Police Department to the west and the Administration Building to the east. The Police Department building was originally completed in 1983. The Administration Building was completed a few years later and had a two room, two story addition constructed in 2009. Both structures no longer comply with current building codes nor do they meet state and national ADA requirements. The Police Department facility is 2,890 sf and the Administration Building is 3,050 sf. The combined building square footage area is 5,940.

Proposed:

Proposition A would include demolition of the existing facilities and construction of a new two-story municipal complex with approximately 18,000 total sf. The new municipal complex is the result of two (2) architectural studies that examined the state of our current buildings with respect to condition, functionality, and compliance with state building codes and state and national ADA regulations. Proposition A also includes Furniture & Fixtures, Architecture & Engineering Professional Services as well as temporary facilities required for the duration of the construction project.

CITY OF WEST LAKE HILLS, TEXAS - PROPOSITION B:

Proposition B proposes the issuance of bonds in an amount not to exceed \$10M and if approved the imposition of a debt service property tax rate to pay the principal of and interest on the bonds for street and drainage improvements to Camp Craft Road/Eanes School Road, Laurel Valley Road, Redbud Trail, Westlake Drive, Yaupon Valley Road and Terrace Mountain Drive.

Background:

The road and drainage projects were developed using a 2017 city-wide drainage study that focused on areas that posed risks to public safety, damage to infrastructure and frequent recurring maintenance costs. The road and drainage studies were updated in 2018 and our engineering firm developed a comprehensive, multi-year plan based on existing roadway conditions and vehicular traffic volumes.

City of West Lake Hills Bond Election Update

Proposed Bond Projects:

Bond Project 1 **EANES CREEK LOW WATER CROSSINGS**: Camp Craft Road/Eanes School Road creek crossings. Replace existing ineffective low water crossings with improved culverts; construct and raise roadway elevation to reduce water overtopping roadway. Project also includes channel grading and vegetation removal.

Estimated Cost: \$2,084,900

Bond Project 2 **REDBUD TRAIL DRAINAGE, PAVING AND ROADWAY RECONSTRUCTION**: Yaupon Valley Road to Circle Ridge Rd and from Kennan Rd to Wildcat Hollow. Improvements to roadside rights of way, drainage ditches and construction of two (2) new culverts that will convey water to Little Bee Creek. Project also includes roadway reconstruction and repaving from Bee Cave Rd to city limits.

Estimated Cost: \$2,806,100

Bond Project 3 **WESTLAKE DR DRAINAGE, PAVING AND ROADWAY RECONSTRUCTION**: Little Bee Creek to Skyline Dr. Improvements to roadside rights of way, drainage ditches, construction and replacement of the existing culvert at Little Bee Creek. Installation of storm sewer to be installed to significantly improve and convey flow efficiently to Little Bee Creek. Project also includes roadway reconstruction and repaving from Bee Cave Road to city limits.

Estimated Cost: \$1,613,275

Bond Project 4 **LAUREL VALLEY RD DRAINAGE, PAVING AND ROADWAY RECONSTRUCTION**: Yaupon Valley Road to Westlake Dr. Improvements to roadside rights of way, drainage ditches, construction and replacement of existing culverts at four (4) critical crossings of Little Bee Creek. Project also includes roadway reconstruction and repaving from Yaupon Valley Road to Westlake Dr.

Estimated Cost: \$1,581,090

Bond Project 5 **YAUPON VALLEY RD DRAINAGE, PAVING AND ROADWAY RECONSTRUCTION**: From Juniper Road to Madrone Road. Improvements to roadside rights of way, drainage ditches and construction of four (4) culverts to convey water to Little Bee Creek. Project also includes roadway reconstruction and repaving from Juniper Rd to Madrone Rd and required infrastructure to mitigate spring near Double Bend Back Rd.

Estimated Cost: \$625,800

Bond Project 6 **TERRACE MOUNTAIN DRAINAGE, PAVING AND ROADWAY RECONSTRUCTION**: From Caravan Circle to Westlake Dr. Improvements to roadside rights of way, drainage ditches and replacement of four (4) culverts to convey flow efficiently to Bee Creek. Project also includes roadway reconstruction and repaving from Caravan Cir to Westlake Dr.

Estimated Cost: \$801,970

Additional details and descriptions of existing conditions and the improvements proposed for each project can be found on the City's website, www.westlakehills.org.

City of West Lake Hills

Bond Election Update – Property Tax Rate Impact

\$22M Special Bond Election for Proposition A & B

Proposition A proposes the issuance of bonds in an amount not to exceed **\$12M** to pay the principal of and interest on the bonds for a new City Hall and Police Building and related infrastructure. Proposition B proposes the issuance of bonds in an amount not to exceed **\$10M** to pay the principal of and interest on the bonds for street and drainage improvements to Camp Craft Road/Eanes School Road, Laurel Valley Road, Redbud Trail, Westlake Drive, Yaupon Valley Road and Terrace Mountain Drive.

At the Council's February 12th, 2020 meeting, the City's professional financial advisors, PFM Financial Advisors LLC in Austin discussed total and average debt service scenarios illustrating the financial impacts of the proposed \$22M Bond issuance. The entire presentation is available on the City's website www.westlakehills.org. Here is an overview of the possible funding scenarios to be considered. Please note that for discussion purposes, we are *extremely* conservative and use rates that are substantially higher than we anticipate the market will be at the time of issuance.

If the Council opts for a **20-year term for the \$22M Bond**, the annual debt service payment would be just under \$1.5M and assumes a net interest cost of 3.17%. Like other debt, the shorter 20-year term almost always is the lowest interest rate. It satisfies the debt on a shorter term and provides future flexibility.

20-Year Level Debt Service	
Project Fund (\$000s)	\$22,000
Net Interest Cost *	3.17%
Principal Amortization	2021-2040
Average Life	12.3 years
Total Debt Service (\$000s)	\$29,136
Average Annual Debt Service (\$000s)	\$1,447

**Please note the City's estimated net interest cost is 3.17% and the estimated all-in Total Interest Cost is 2.81%*

Impact to West Lake Hills Property Owners

If a 20-year term for the \$22M Bond with a Net Interest Cost of 3.17% were to be selected, the City of West Lake Hills property tax debt rate of \$0.0626/100 dollars of valuation would be required. This debt rate would be in addition to the current \$0.0700/100 adopted rate. Using this 20-year term scenario, the new Total Tax Rate would be \$0.1326/100. As an example, if the assessed value of your property is \$1.0M, the City's portion of property tax (*your annual tax bill*) is currently \$700. If the \$22M Special Bond Election in May is approved, your new City portion of your annual property tax would be just over \$1,325 which is an increase of approximately 89%.

If the Council opts for a **25-year term for the \$22M Bond**, the annual debt service payment would be just under \$1.3M and assumes a net interest cost of 3.57%.

25-Year Level Debt Service	
Project Fund (\$000s)	\$22,000
Net Interest Cost *	3.57%
Principal Amortization	2021-2045
Average Life	15.6 years
Total Debt Service (\$000s)	\$32,249
Average Annual Debt Service (\$000s)	\$1,283

City of West Lake Hills

Bond Election Update – Property Tax Rate Impact

Impact to West Lake Hills Property Owners

If a 25-year term for the \$22M Bond with a Net Interest Cost of 3.57% were to be selected, the City of West Lake Hills property tax debt rate of \$0.0554/100 dollars of valuation would be required. This debt rate would be in addition to the current \$0.0700/100 adopted rate. Using this 25-year term scenario, the new Total Tax Rate would be \$0.1254/100. As an example, if the assessed value of your property is \$1.0M, the City's portion of property tax (*your annual tax bill*) is currently \$700. If the \$22M Special Bond Election in May is approved, your new City portion of your annual property tax would be just over \$1,250 which is an increase of approximately 78%.

If the Council opts for a **30-year term for the \$22M Bond**, the annual debt service payment would be just under \$1.2M and assumes a net interest cost of 3.85%.

30-Year Level Debt Service	
Project Fund (\$000s)	\$22,000
Net Interest Cost *	3.85%
Principal Amortization	2021-2050
Average Life	19.3 years
Total Debt Service (\$000s)	\$35,574
Average Annual Debt Service (\$000s)	\$1,181

Impact to West Lake Hills Property Owners

If a 30-year term for the \$22M Bond with a Net Interest Cost of 3.85% were to be selected, the City of West Lake Hills property tax debt rate of \$0.0511/100 dollars of valuation would be required. This debt rate would be in addition to the current \$0.0700/100 adopted rate. Using this 30-year term scenario, the new Total Tax Rate would be \$0.1211/100. As an example, if the assessed value of your property is \$1.0M, the City's portion of property tax (*your annual tax bill*) is currently \$700. If the \$22M Special Bond Election in May is approved, your new City portion of your annual property tax would be just over \$1,200 which is an increase of approximately 70%.

Summary:

It is also possible for only one of the Propositions to pass at the May Special Election. We'll use the assumption of the 20-year rate to illustrate the Impact to Property Owners using a \$1.0M property:

<u>Current Rate</u> <u>Annual/Monthly Cost</u>	<u>New Rate</u> <u>\$12M Only</u> <u>Prop A Passes</u> <u>Annual/Monthly Cost</u>	<u>New Rate</u> <u>\$10M Only</u> <u>Prop B Passes</u> <u>Annual/Monthly Cost</u>	<u>New Rate</u> <u>\$22M Total</u> <u>Both A & B Pass</u> <u>Annual/Monthly Cost</u>
\$0.0700/100	\$0.1034/100	\$0.0984/100	\$0.1326/100
<u>\$700/\$58</u>	<u>\$1034/\$86</u>	<u>\$984/\$82</u>	<u>\$1326/\$111</u>

If the Special Bond Election for Proposition A & B to be held Saturday, May 2nd, 2020 is approved, the City of West Lake Hills will publish notice for required public hearings. More than likely, these public hearings will be considered in the summer of 2020. Following those public hearings, the Mayor & Council will consider and select the most favorable financing option. Additional details are available in the PFM presentation and available on the City's website www.westlakehills.org.

City of West Lake Hills Bond Election Update – Property Tax Rate Impact

The Cities listed below represent comparable median home values and current property tax rates in Texas.

City	Population	Median Home Value	Tax Rate	Annual Tax Bill
Bunker Hill Village	3,650	\$1,652,878	\$0.2770	\$4,578
Hedwig Village	2,557	\$1,099,000	\$0.3067	\$3,370
Highland Park	8,564	\$1,608,305	\$0.2200	\$3,538
Bellaire	16,855	\$914,332	\$0.4313	\$3,944
Rollingwood	1,412	\$1,404,269	\$0.2054	\$2,884
Southlake	26,575	\$1,050,000	\$0.4470	\$4,694
The Hills	2,472	\$783,000	\$0.4140	\$3,242
West University Place	14,787	\$1,265,690	\$0.3168	\$4,010
West Lake Hills	3,100	\$1,400,000	\$0.0700	\$980
Woodland Hills	93,847	\$979,000	\$0.2103	\$2,059

Averages 17,382 \$1,215,647 \$0.2898 \$3,330

West Lake Hills Property Owner, Median Home Value \$1.4M

Taxing Jurisdictions	Tax Rate	Total Tax	% of Total
TRAVIS COUNTY	\$0.3693	\$5,170	20.08%
EANES ISD	\$1.1300	\$15,820	61.45%
CITY OF WEST LAKE HILLS	\$0.0700	\$980	3.81%
TRAVIS CENTRAL APP DIST	\$0.0000	\$0	0.00%
TRAVIS CO WCID NO 10	\$0.0860	\$1,204	4.68%
TRAVIS COUNTY HEALTHCARE DISTRICT	\$0.1056	\$1,478	5.74%
TRAVIS CO ESD NO 9	\$0.0781	\$1,093	4.25%
Total Tax Rate:	\$1.8390	\$25,746	100.00%