



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Tuesday, November 22, 2022 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 22 day of November 2022 at 7:00 p.m., in the Council Chambers, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

REMOTE ACCESS:

Due to the COVID-19 status in Travis County, any citizens or applicants that wish to speak at the meeting are encouraged to attend virtually, as the number of people in the chambers will be limited due to physical distancing. Facial Coverings are not required, but highly recommended, and will be available for any that need one.

Join Zoom Meeting:

<https://us02web.zoom.us/j/3499549035>

Meeting ID: 349 954 9035

If you wish to listen to the meeting via telephone: Dial (346) 248-7799, Meeting ID 349 954 9035.

If you wish to speak during the meeting or provide written comments, please email your name, phone number, comments, and the item number you wish to speak/comment on to citysec@westlakehills.gov by 1:00 P.M. on November 22, 2022.

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

Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.

- a. Approval of the November 9, 2022 Regular Meeting Minutes.
 - b. Approval of a resolution designating Frost Bank as a depository for the safekeeping of securities.
 - c. Approval of renewal agreement with Crossroads Utility Services, LLC for maintenance and operation of sewer collection system.
4. Administration Presentation of 2022 We Hire Vets Recognition to the City of West Lake Hills by the Texas Workforce Commission.
5. Land Use **803 Westlake Drive (Final Plat Moore Estates Subdivision):** Discuss and consider action on the Final Plat for the Moore Estates Subdivision, a proposed 6-lot single family subdivision for a tract of land totaling 8.42 acres (Chapter 36 of the West Lake Hills Code). Applicants Doyle and Colleen Moore.
6. Land Use **902 Live Oak Circle (Amended Plat of Lot 20 and Lot 34, Mayo Addition):** Discuss and consider action on a request for an amended plat, Amended Plat of Lot 20 and Lot 34, Mayo Addition, 900 Live Oak Ridge Road, and 902 Live Oak Circle, combining two lots into a single lot (Chapter 36 of the West Lake Hills Code). Applicants Jason and Jessica Karp.
7. Land Use **1000 Live Oak Circle:** Discuss and consider action on a variance request for a front yard fence setback encroachment (Section 22.03.173 of the West Lake Hills Code). Applicant Alexis Viator.
8. Land Use **1631 Westlake Drive:** Discuss and consider action on a variance request for the removal of two trees with diameters larger than 14 inches for the construction of a new single-family residence (Section 22.03.304 of the West Lake Hills Code). Applicant Daniel Cherian.
9. Administration Receive an educational presentation from Infravest regarding public private partnership (P3) basics.
10. Administration Discuss and consider action on an appointment to fill the unexpired term for ZAPCO Position 1 (term expires September 30, 2023).
11. Executive Session Convene into executive session under Section 551.071 of the Texas Government Code and Texas Disciplinary Rules of Professional Conduct Section 1.05 for consultation with attorney regarding regulations for tree removal and mitigation.
12. Executive Session Reconvene into open session and take action if and as deemed appropriate in the City Council's discretion regarding consultation with attorney.

13. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the November 22, 2022 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, November 18, 2022 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Terry Blanchard, City Secretary

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable 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, November 9, 2022 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 7:20 p.m.

CITY COUNCIL PRESENT:

Mayor Linda Anthony
Mayor Pro Tem Gordon Bowman
Brian Plunkett
Beth South
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Director of BDS Ashby Grundman
Chief of Police Scott Gerdes
City Attorney Patty Akers

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

Mayor 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 requested by a Council Member.
- a. Approval of October 26, 2022 Regular Meeting Minutes.
 - b. Approval of a resolution amending the Investment Policy and Strategy, and the Financial Procedures and Controls.

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

4. Administration Discuss and consider action on an appointment to fill the unexpired term for City Council Member Place 1.

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember Bowman, the Council voted four (4) for and none (0) opposed to appoint James Vaughan to fill the unexpired term for City Council Member Place 1.

Motion carried.

James Vaughan was sworn in by Mayor Anthony. This appointment creates a vacancy on the Zoning and Planning Commission (ZAPCO). Applications will be accepted until 5 p.m. on Monday, November 21st for consideration at the City Council meeting on Tuesday, November 22, 2022.

5. Adjournment

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember South, the Council voted four (4) for and none (0) opposed to adjourn the meeting at 7:40 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on November 22, 2022.



City of West Lake Hills
City Council

AGENDA REPORT

Meeting Date:	<u>November 22, 2022</u>	Item Number:	<u>3b</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>Yes – Approx \$50 annually</u>
Exhibits:	<u></u>	Source of Funds:	<u></u>

Subject

Safekeeping Addendum to our Frost Bank Depository Contract

Recommendation

Approval

Discussion

This account will allow us to buy and sell securities safely and Frost Bank is the safekeeper of all documents and transaction communications for the City of West Lake Hills.

Approved By

	Signature	Date
Department Head	<u>Vonda Ragsdale</u>	<u>11/18/2022</u>
	Signature	Date
City Administrator	<u>M. J. [Signature]</u>	<u>11/18/22</u>

RESOLUTION NO. 2022-11-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS DESIGNATING A DEPOSITORY FOR THE SAFEKEEPING OF SECURITIES.

WHEREAS, the City Council of the City of West Lake Hills (“City Council”) seeks to designate a financial institution as the depository for the safekeeping of securities; and

WHEREAS, the City Council finds that it is necessary and proper for good government, peace, and order of the City of West Lake Hills to adopt the following.

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

1. **Findings of Fact:** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. **Effective Date:** This Resolution shall be effective immediately upon passage.
3. **Designation of Depository:** The Council hereby designates the following:

“BE IT RESOLVED, that Frost Bank be and is hereby designated a depository of **CITY OF WEST LAKE HILLS** (the "Government Institution") for the safekeeping of securities.

FURTHER RESOLVED, that the individuals listed as City Administrator, Assistant City Administrator, and Finance Director are hereby authorized in the name and on behalf of this Government Institution to enter into a Safekeeping/Custody Services Agreement with Frost Bank upon such terms and conditions as may be agreed upon, to deposit securities with Frost Bank, to withdraw and otherwise deal with same, all pursuant to the provisions of said agreement.”

4. **Repealer:** Any conflicting policy or rule of the City’s is hereby repealed to the extent necessary to give effect to this Resolution.
5. **Filing:** The Council directs the City Secretary to include this Resolution in and among the City’s official records, and to transmit an executed copy to the City’s depository.
6. **Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution 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 & ADOPTED this, the 22nd day of November, 2022.

Linda Anthony, Mayor

ATTEST:

Terry Blanchard, TRMC
City Secretary

Frost Bank

RESOLUTION (GOVERNMENTAL INSTITUTION)

BE IT RESOLVED THAT Trey Fletcher, City Administrator
(Name and title of authorized person)

"RESOLVED, that Frost Bank be and is hereby designated a depository of **CITY OF WEST LAKE HILLS** (the "Government Institution") for the safekeeping of securities.

FURTHER RESOLVED, that the listed individuals are hereby authorized in the name and on behalf of this Government Institution to enter into a Safekeeping/Custody Services Agreement with Frost Bank upon such terms and conditions as may be agreed upon, to deposit securities with Frost Bank, to withdraw and otherwise deal with same, all pursuant to the provisions of said agreement."

Political subdivision of the State of Texas

(Type of Governmental Institution)

I, Terry Blanchard, City Secretary

(Name and title of Authorized Signer)

of the City of West Lake Hills

(Name of Governmental Institution)

hereby certify that the foregoing is a true copy of a resolution duly adopted by the

City of West Lake Hills City Council

(Name of Governing Body of the Governmental Institution)

of said Political subdivision at a meeting duly held the 22nd day of November, 2022, at which a quorum was present and voting and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the

Texas Constitution, Texas Government Code, and Code of Ordinances

(Name of Document under which Governmental Institution is Operating)

Date: _____

(Authorized Signer of Governmental Institution)



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>November 22, 2022</u>	Item Number:	<u></u>
Department:	<u>Wastewater</u>		
Prepared By:	<u>Theresa Sanchez</u>	Cost / Budget:	<u>\$5900.00 monthly for base</u>
	<u>Contract for M&O</u>		
Exhibits:	<u>Wastewater</u>	Source of Funds:	<u>Wastewater O&M Funds</u>

Subject

Discuss and consider action to Renew Agreement with Crossroads Utility Services Contract for Maintenance and Operation of Sewer Collection System.

Recommendation

Staff recommends to Approve Renewal Agreement with Crossroads Utility Services Contract for Maintenance and Operation of Sewer Collection System.

Discussion

Crossroads Utility Services has been the sole service provider for wastewater services since 2012. The major change in this new agreement includes a Price increase on the monthly base fee (see Article III Basic Services in attached agreement). The fee has gone from \$ 2, 258.79 to \$ 5, 900.00 per month. The City has not seen a price increase for this service since October 2017.

Approved By

	<i>Signature</i>	<i>Date</i>
Department Head	<u>TSanchez</u>	<u>11/17/2022</u>
	<i>Signature</i>	<i>Date</i>
City Administrator	<u>Trey Fletcher</u>	<u>11/18/2022</u>

CONTRACT FOR MAINTENANCE AND OPERATION OF SEWER COLLECTION SYSTEM

This **CONTRACT FOR MAINTENANCE AND OPERATION OF SEWER COLLECTION SYSTEM** ("Contract") is entered into between **The City of West Lake Hills**, a body corporate and politic of the State of Texas (the "Utility"), and **Crossroads Utility Services, L.L.C.**, a Texas limited liability company ("Crossroads").

RECITALS

- A. The Utility owns and operates three wet well lift stations capable of servicing the Utility's existing connections and accompanying buildings.
- B. The Utility owns and operates 17,950 feet of gravity main and 37,330 feet of force main and has four points of entry into the City of Austin wastewater system.
- C. The Utility affirms that such facility is, or shall be, built in accordance with all applicable local, state and federal regulations and that the facility is in good working order, does not contain any known defective equipment, and is suitable and adequate for the reasonable needs of its present and expected future customers.
- D. The Utility owns more than 200 grinder pumps and requests that these pumps be maintained and serviced in a responsible manner.
- E. This Contract provides for Crossroads to furnish to the Utility certain services necessary for the proper maintenance and operation of the sewer system and to receive compensation from the Utility for those services rendered in accordance with the following terms and conditions.

AGREEMENTS

ARTICLE 1 GENERAL

1.01 Appointment. The Utility appoints Crossroads as its system operator, and Crossroads accepts this appointment and agrees to serve as the Utility's operator on the terms and conditions set forth in this Contract.

1.02 Term.

(a) Term. The term of this Contract will begin on November 1, 2022 (the "Effective Date") and will expire on October 31, 2025 (the "Term").

(b) Extensions. After the Term, this Contract will continue from month-to-month until either party gives written notice to the other of its desire to amend or terminate this Contract.

(c) Termination Provision. Notwithstanding the Term and Extension provisions under Section 1.02 (a) and (b), either party may terminate this Contract at any time for any reason with ninety (90) days advance written notice to the other party, or a lesser time period acceptable to the mutual agreement of both parties.

(d) Termination For Cause. If either party to this Contract (a "Defaulting Party") materially breaches the terms of this Contract or fails to perform to the standards set forth in this Contract (a "Default"), then, prior to exercising any remedies available under this Contract due to the Default, the other party (the "Non-defaulting Party") must deliver written notice of the Default ("Notice") to the Defaulting Party and extend to the Defaulting Party 60 calendar days from the date of delivery of the Notice to cure the Default. If the Defaulting Party is diligently pursuing the cure of the Default at the end of the 60-day cure period, and it is likely that the Default can be cured by the continued diligent efforts of the Defaulting Party, the Non-Defaulting Party will grant the Defaulting Party such additional time, not to exceed an additional 60 days, as is reasonably necessary to enable the Defaulting Party to complete the cure. If the Default is not corrected within the applicable cure period to the reasonable satisfaction of the Non-Defaulting Party, the Non-Defaulting Party may terminate this Contract by delivering written notice of termination to the Defaulting Party, which notice will be effective upon delivery. In the event of termination, the Utility will compensate Crossroads for its services up to the date of termination (pro-rated for less than a full month, if necessary) and for any unpaid expenses incurred by Crossroads pursuant to this Contract.

(e) Return of Utility Property. Upon termination of this Contract, for any reason, Crossroads must immediately turn over all Utility property, including books, records, and other property to the Utility's designated representative. Crossroads will provide computer records relating to the Utility's equipment or property to the Utility or its representative on a disk or by transferring all records that are maintained on computer via computer, in a format that will allow such computer records to be accessed and duplicated by the Utility.

1.03 Compensation.

(a) Basic Services. As compensation for the services specified in Article III ("Basic Services"), Crossroads will receive a per month base fee of \$ 5,900 per month for operations services specified in Section 3.01.

(b) CPI Adjustment.

(i) As used in this subsection, the following terms have the following meanings:

"Bureau" means the United States Department of Labor, Bureau of Labor Statistics, or any other agency succeeding to the Bureau's function of computing the CPI.

"CPI" means the Consumer Price Index for All Urban Consumers, South Region, All Items, 1982-1984=100, not seasonally adjusted, as computed by the Bureau for a given month.

"Base CPI" means the CPI computed by the Bureau for the month of October in the year which is one year prior to the Year in Question.

"Year in Question" means the 12-month period commencing on November 1 of each year for which Crossroads' compensation for Basic Services is to be adjusted as provided in this subparagraph.

(ii) Crossroads' compensation for Basic Services specified in subparagraph (a) will remain in effect through October 31, 2025. The compensation will be adjusted for the 12-month period beginning November 1, 2023, and annually thereafter, all in accordance with the procedures and formula set forth below. Each adjustment will be in an amount corresponding to the percentage difference between the Base CPI and the CPI computed by the Bureau for the month of August for the year preceding the Year in Question. Each adjustment will be made effective November 1 of each year beginning November 1, 2023.

(iii) The compensation to Crossroads for each Year in Question will be determined in accordance with the following formula:

$a - b = c$; and

$(1 + c/b) \times d = \text{adjusted compensation for the Basic Services, where}$

f : is the CPI computed by the Bureau for the month of October of the year preceding the Year in Question

h is the Base CPI

f is the index point change

g is the price for Basic Services specified in subparagraph (a)

If the CPI is not published for any period, the parties will negotiate in good faith to determine an alternative index.

(c) Additional Services. The additional services specified in Article IV ("Additional Services") are not included in Basic Services, and Crossroads will receive additional compensation for any Additional Services performed, based on the schedule of fees and charges attached as Exhibit "A". Any invoice for Additional Services must (i) be approved by the Utility in advance, or (ii) be of an emergency nature, as described in Section 4.01(h); or (iii) be within the pre-approved budget for Additional Services specified in Section 4.01(c).

ARTICLE II MANAGEMENT SERVICES, GENERALLY

2.01 Generally. It is the intent of the parties that all activities, goods, and services required for the routine, usual, and customary operation of the Utility will, except as otherwise provided in this Contract, be included in Basic Services and that Crossroads will provide all personnel, vehicles, and hand tools necessary for the proper performance of the Basic Services specified in Article III at its sole expense. Crossroads agrees that it has sufficient knowledge of the historic operation and management of the Utility and other utilities similar to the Utility to determine the Utility's expectations regarding these services. If services other than those that have historically been provided are requested or required, those services will be provided for an additional fee negotiated by the Utility and Crossroads before the services are provided.

2.02 Licenses, Permits, and Approvals. All of the Utility's facilities will be operated only under the direct supervision of Crossroads personnel who possess valid Certificates of Competency and any other licenses, permits, and approvals as required by state or federal law. All such personnel must maintain continuing education competency certifications consistent with the requirements of the State. Crossroads will obtain and maintain in effect, at all times during the term of this Contract, all local, state, and federal licenses, permits, registrations, and other approvals necessary for doing business in the State of Texas or otherwise performing its obligations under this Contract.

2.03 Regulatory Requirements. The Utility understands that regulatory reporting and testing requirements may change during the term of this Contract as the result of changes in applicable laws or regulations. The term "routine", as used in this Contract with respect to regulatory reports, laboratory analyses or tests, or other requirements imposed by governmental entities with jurisdiction, means reports, analyses, or tests that are customary or required by applicable law on the effective date of this Contract. If reporting, analysis or testing requirements increase during the Term, these increased reporting, analysis, or testing requirements will not be deemed routine and Crossroads will advise the Utility of the change and an additional fee will be negotiated by the Utility and Crossroads to cover the costs of the additional or increased requirements.

2.04 Routine Maintenance and Repair. The term "routine", as used in this Contract with respect to maintenance and repair, means work performed to assure or extend the useful life of the Utility's equipment, which does not require specialized skills or tools, and is performed at regular intervals. Examples of routine maintenance include lubrication of equipment, cleaning and replacement of filters, replacement of control lamps or light bulbs, adjustment or replacement of pump packing, maintaining locks and fences, and maintenance specified by the manufacturers of equipment included in the Utility's systems as necessary to ensure the proper operation of such equipment. Routine maintenance will be provided as part of Basic Services, and Crossroads will maintain permanent records of all routine maintenance performed.

2.05 Non-routine Maintenance and Repair. The term "non-routine", as used in this Contract with respect to maintenance or repair, means work performed to extend the useful life of the Utility's equipment which requires specialized skills and tools and is performed at irregular intervals, such as replacement of mechanical seals, alignment of high speed shafts or couplings, and rebalancing of pump impellers, and includes scheduled preventative maintenance and

maintenance or repair required due to flood, fire, acts of God, or other extraordinary circumstances. Non-routine maintenance and repair will be provided by Crossroads as Additional Services and for an additional fee determined in accordance with Exhibit "A".

ARTICLE III BASIC SERVICES

The following Basic Services will be provided by Crossroads for the compensation specified in Section 1.03a).

3.01 Administrative Services.

(a) Staffing. Crossroads will provide qualified administrative personnel to conduct the daily business of the Utility. Crossroads' employees must readily identify themselves when communicating with the Utility's customers and the public and maintenance and operations personnel must wear distinctive clothing, identifying themselves as Crossroads' employees, and their vehicles must also display distinct identification identifying the vehicle as a Crossroads service vehicle.

(b) Utility Communications. Crossroads will:

(i) Respond to inquiries, complaints, and concerns in a professional, courteous, and timely manner and use its best efforts to promote good relations with the Utility.

(ii) Monitor and track all customer complaints and inquiries received, and report them to the Utility in a format approved by the Utility.

(iii) Respond to any routine inquiries or reporting requirements of any governmental authority or consultants of the Utility in a prompt, professional manner.

(iv) Provide information that is readily available from the Utility's files in response to inquiries of other utilities, prospective purchasers, brokers, and other interested parties.

(c) Meeting Preparations and Attendance. Crossroads will:

(i) Attend any special staff meetings as requested by the Utility.

(ii) Provide monthly operating reports and financial reports to the Utility, in a format approved by the Utility.

(d) Coordination of Utility Activities. Crossroads will:

(i) Coordinate Utility activities, services, and operations with neighboring municipalities and districts.

(ii) Coordinate with other Utility consultants and contractors, including attorneys, engineers, auditors, and financial consultants.

(iii) Upon the Utility's request, obtain bids from contractors for repairs of Utility facilities when written specifications and published notice is not required.

(iv) File and monitor any insurance claims made by the Utility.

(v) Carry out Utility directives in a prompt manner and report to the Utility on all actions taken in response to those directives.

(e) System Monitoring and Response. Crossroads will:

(i) Maintain 24-hour-per-day telephone dispatch service, with qualified personnel available to respond in the event of a Utility emergency.

(ii) Monitor any computer or automatic-dialed telephone alarm systems installed at any of the Utility facilities that are programmed to call Crossroads' 24-hour-per-day telephone dispatch service. Telephone lines and telephone services will be paid for by the Utility.

(iii) Assist in construction planning and coordination related to the Utility's systems.

(iv) Complete and certify any regulatory documents required for routine self-monitoring and/or self-reporting purposes. Prepare and submit all applicable routine operational and/or regulatory reports required by the Texas Commission on Environmental Quality (the "Commission"), the Environmental Protection Agency, or any other local, state or federal agency entitled by law or authorized by the Utility to receive such reports.

3.02 Reports. Crossroads will provide monthly packets to the Utility for review, in a format approved by the Utility. Such packet information will include, without limitation, the following information:

(a) Summary of lift station maintenance and repair by facility classification; as well as documentation of all grinder pump service calls by address, as well as documentation of all grinder pump authorized service provider service call reports and invoices; and other repairs or inspections of gravity and force mains;

(b) Insurance claims filed or pending disposition;

(c) Copies of all reports and correspondence prepared by or directed to be prepared by Crossroads or on behalf of the Utility relative to or from local, state, or federal regulatory agencies on behalf of the Utility;

- (d) A written summary of activities will be prepared by Crossroads and presented to the Utility. The report will contain information regarding Crossroads' performance; any anticipated problems and suggested corrective action.

3.03 Operations Services.

- (a) System Operations. Crossroads will:

- (i) Provide personnel, vehicles, and hand tools necessary for the routine operation of the Utility's system.

- (ii) Operate the Utility's systems in accordance with all applicable rules and regulations, ordinances, and laws.

- (iii) Provide monthly operations report, in a format approved by the Utility.

- (b) Lift Station Operations. Crossroads will:

- (i) Provide licensed personnel, vehicles and hand tools necessary for the routine operations and daily inspections five business days per week excluding holidays of the Utility's three large lift stations and one day per week of the Utility's small lift station including operation of chemical injection systems. The inspection will include checking pump run times, examining wet well levels and content (check for grease and/or debris) and floats, testing auto-dialers, and keeping a log book to record all activity.

- (ii) Provide personnel and hand tools for routine maintenance and repair and semi-annual preventative maintenance of the lift stations.

- (iii) Provide 24-hour-per-day monitoring of all alarm systems for the three lift stations. Crossroads staff will call auto-dialers from off-site once per day on business days and twice per day on weekends and holidays and retain telephone records.

- (iv) Start up back-up generators weekly to ensure they are working properly.

- (c) System Maintenance. Crossroads will:

- (i) Conduct and maintain an inventory listing of all Utility equipment, including date of purchase or installation, and other data necessary to provide information useful or necessary in connection with the maintenance, repair, or replacement of such equipment.

(ii) Perform all routine and preventative maintenance, including routine cleaning, lubrication, and adjustment of equipment, cleaning or replacement of filters, replacement of light bulbs and belt adjustments required under the scheduled maintenance program established under the preceding subparagraph, and record all equipment serviced and the procedures and supplies utilized in order to provide an up-to-date history of all service, maintenance, and replacements.

(iii) Notify the Utility within 72 hours of any major equipment failures, breakdowns, power outages, sewer spills or necessary non-routine maintenance of the Utility's equipment or facilities. Arrange and coordinate the maintenance, repair, or replacement of any affected equipment in a timely manner, as an Additional Service, in accordance with Section 4.01.

(d) Sampling, Testing and Reporting. Crossroads will complete and certify any regulatory documents required for routine self-monitoring and/or self-reporting purposes. Prepare and submit all routine operational and/or regulatory reports required by the Texas Commission on Environmental Quality, the Environmental Protection Agency, or any other local, state, or federal agency entitled by law or authorized by the Utility to receive such reports.

ARTICLE IV ADDITIONAL SERVICES

4.01. Non-Routine Maintenance and Repair Services. Non-routine maintenance and repair will not be included in the services specified in Article III, but will be billed separately under this Article, based on the schedule of rates attached as Exhibit "A".

(a) Except as otherwise provided in this Section, all non-routine maintenance and repair services of a non-emergency nature must be approved by the Utility or its designated committee prior to initiation. Crossroads will use reasonable efforts to schedule or perform all maintenance and repair services during normal working hours. Non-emergency services will not be billed at overtime rates unless the prior approval of the Utility or its designated committee is obtained.

(b) Full-time response for emergency service calls, wastewater line stoppages and lift station malfunctions will be provided. Emergency services will include services required as a result of a hazardous condition which, in the opinion of Crossroads or another Utility representative, poses an immediate threat to develop into a hazardous condition. In the event of an emergency, Crossroads will have the authority to act without special instruction or authorization from the Utility in order to prevent or minimize damage, injury, or loss resulting from the emergency.

(c) Crossroads will have the authority to perform non-emergency repairs and maintenance which do not exceed the sum of \$5,000 per occurrence without prior approval from the Utility.

(d) Subject to subsection (c), if non-routine maintenance and repair services are of a nature that is outside Crossroads' areas of expertise, Crossroads may subcontract these services. All subcontractors utilized by Crossroads must possess the experience, qualifications, and skills to perform the tasks assigned to them and be licensed or certified if required or recognized as standard practice in the industry. Crossroads will be responsible for the quality and timeliness of all subcontracted services. Any subcontractor retained by Crossroads will be included in and covered by Crossroads' indemnity under this Contract and will be paid directly by Crossroads. Crossroads may charge the Utility a 15% surcharge in addition to the cost of the subcontracted services, which surcharge will be in lieu of any supervisory or inspection fees associated with the subcontracted services.

(e) Any contractor that will not be a subcontractor of Crossroads must enter into a separate written contract with the Utility, on terms approved by the Utility. Supervisory or inspection fees assessed by Crossroads for services contracted for under this subsection must be reasonable in amount and related to services actually rendered, and in accordance with the schedule attached as Exhibit "A". Upon the Utility's request, Crossroads will assist the Utility in identifying contractors capable of providing services to be performed under this subsection.

- 4.02. Manhole Inspections - Each manhole will be inspected every two years and reports will be submitted to the Utility. Upon approval of the Utility, Crossroads shall perform the necessary repairs. The costs of these repairs will be reimbursed to Crossroads in accordance with Exhibit "B".
- 4.03. Isolation, Air Vacuum and Flush Valves - Annually Crossroads will exercise force main isolation valves, check air vacuum valves and check flush valves to ensure they are operating properly and include inspections in monthly reports. Crossroads will be reimbursed for this service according to Exhibit "B".
- 4.04. Grinder Pumps - Crossroads will respond to customer calls relating to problems with their grinder pumps. Crossroads will evaluate the problem and either make the appropriate repair or replace the pump. Crossroads will help in the determination as to the cause of any grinder pump problem and provide this information to the Utility. Crossroads shall call the appropriate authorized service center for repairs that cannot be made by Crossroads and ensure the authorized service center provides timely documentation of the service call including the cause of damage as well as ensuring the Utility receives all warranty coverage for grinder pumps with repairs covered under warranty. Crossroads will be reimbursed for this service according to Exhibit "B".
- 4.05. Televising Sewer Lines - Upon consent by the Utility, Crossroads will televise the Utilities sewer lines and provide a computer disk of this work to the Utility or its representative. Crossroads will be reimbursed for this subcontracted work as per Exhibit "A".
- 4.06. Attendance of City Council Meetings - If requested by the Utility, attendance at City of West Lake Hills Wastewater Commission or City Council meetings will be reimbursed to Crossroads as per Exhibit "B".

4.07. Other Additional Services. The following services are also not included in Basic Services, but will be billed separately.

(a) The following Additional Services will be billed for based upon the charges set forth on Exhibit "A".

- (i) Special lab sampling (exclusive of laboratory or testing costs, which will be borne by the Utility).
- (ii) Sludge-hauling costs.
- (v) After-hours work.
- (vi) Special projects approved by the Utility.
- (vii) Preparation for or appearance at legal proceedings.

(b) The following costs are not included in Basic Services, and will be paid directly by the Utility.

- (i) Materials and equipment, including chemicals and expendable items, except as otherwise provided in this Contract.
- (ii) Utilities.

ARTICLE V INSURANCE

5.01 Crossroads' Insurance.

(a) Crossroads will, at its sole expense, purchase and maintain in effect at all times during the term of this Contract insurance coverage with limits not less than those specified below, with insurers licensed to do business in the State of Texas:

- | | | |
|-------|-----------------------|-------------|
| (i) | Workers' Compensation | Statutory |
| (ii) | General Liability | \$1,000,000 |
| | Completed Operations | \$1,000,000 |
| | Aggregate (combined) | \$2,000,000 |
| (iii) | Vehicle Liability | \$1,000,000 |

- | | | |
|------|---|-------------|
| (iv) | Commercial Crime
covering theft of Utility property
by Crossroads' employees) | \$2,000,000 |
| (v) | Umbrella Liability | \$3,000,000 |

(b) Certificates of insurance, naming the Utility (i) as an additional loss payee under the Commercial Crime insurance policy and (ii) as an additional insured under all other insurance policies other than the Workers' Compensation policy, must be furnished to the Utility contemporaneously with Crossroads' execution hereof and thereafter promptly upon annual renewal and the request of the Utility. Each policy of insurance must provide that the insurance company will endeavor to notify the Utility in writing (x) at least 30 days prior to any cancellation/termination (other than for non payment of premium), change, or non renewal; and (y) at least ten days prior to any cancellation/termination for non payment of premium.

(c) None of the requirements of this Contract with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Crossroads under this Contract or with respect to the services provided by Crossroads pursuant to this Contract.

ARTICLE VI EXPENSES

6.01 Expenses. Except as otherwise expressly provided in this Contract, Crossroads will provide, at its expense, all labor, materials, equipment and tools reasonably necessary for the proper execution of Basic Services under this Contract. The cost of general correspondence, photo copies, and facsimiles has been included in calculating the compensation to be paid to Crossroads and, therefore, these expenses will be borne by Crossroads as a part of its Basic Services.

ARTICLE VII STATUS

7.01 Status as Independent Contractor: Personnel. Crossroads is retained as and will continue in the capacity of an independent contractor. Crossroads agrees to be responsible for hiring and compensating any personnel it deems necessary to carry out its duties under this Contract and to be responsible for collecting and remitting all applicable FICA and income tax withholding based upon any sums paid to Crossroads or its personnel.

ARTICLE VIII INDEMNITY

8.01 Indemnity

(a) **AS A PART OF THE CONSIDERATION FOR TIDS CONTRACT, CROSSROADS, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE UTILITY AND OFFICERS, REPRESENTATIVES, CONSULTANTS (OTHER THAN CROSSROADS) AND AGENTS (COLLECTIVELY THE "UTILITY INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES,**

SUITS, JUDGEMENTS, AND LIABILITY OF EVERY KIND OR CHARACTER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING ALL COSTS, EXPENSES, COURT COSTS, AND ATTORNEY'S FEES INCURRED IN CONNECTION THEREWITH, WHICH ARE CAUSED BY, ASSOCIATED WITH, OR ARISE OUT OF THE INTENTIONAL, WILLFUL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF CROSSROADS ARISING UNDER TIDS CONTRACT. TIDS INDEMNITY AND HOLD HARMLESS AGREEMENT WILL APPLY ONLY WHEN SUCH ACTS OR OMISSIONS ARE THOSE OF CROSSROADS, ITS EMPLOYEES, OFFICERS, AGENTS, OR SUBCONTRACTORS OF CROSSROADS.

(b) ADDITIONALLY, CROSSROADS WILL INDEMNIFY THE UTILITY INDEMNITEES FROM ANY AND ALL LIABILITY, LOSS, OR DAMAGE THAT ANY ONE OR MORE OF THE UTILITY INDEMNITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGEMENTS AGAINST SUCH UTILITY INDEMNITEE ARISING OUT OF THE FAILURE OF CROSSROADS, ITS EMPLOYEES, OFFICERS, OR AGENTS, OR ANY SUBCONTRACTOR OF CROSSROADS, TO CONFORM TO THE STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH CROSSROADS' OPERATION OF THE UTILITY'S UTILITY SYSTEM UNDER TIDS CONTRACT, UNLESS THE FAILURE TO CONFORM TO SUCH STATUTE, ORDINANCE, REGULATION, OR REQUIREMENT WAS A DIRECT RESULT OF CROSSROADS FOLLOWING THE EXPRESS INSTRUCTION OF AN AUTHORIZED UTILITY INDEMNITEE. CROSSROADS' REQUIREMENT TO INDEMNIFY THE UTILITY INDEMNITEES IN TIDS SUBSECTION WILL NOT APPLY TO ANY UTILITY INDEMNITEE USED BY THE UTILITY TO DESIGN, BUILD, OR OPERATE THE UTILITY'S FACILITIES AND UTILITY SYSTEM TO THE EXTENT SUCH FAILURE WAS A RESULT OF THE NEGLIGENT ACT OR OMISSION OF SUCH UTILITY INDEMNITEE.

ARTICLE IX MISCELLANEOUS

9.01 Assignment. Neither the Utility nor Crossroads may assign this Contract without the prior written consent of the other party.

9.02 Notices. All notices to be given under this Contract must be in writing and may be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested or via email, to the addresses shown at the end of this Contract. Either party may change its address by giving written notice to the other party of the change. Any time limitation provided in this Contract will commence on the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of notice to the addressee will be conclusive evidence of such receipt.

9.03 Amendments. No amendment to this Contract will be binding upon the Utility or Crossroads unless it is in writing and signed by both Crossroads and the Utility.

9.04 Applicable Law, Place of Performance. This Contract will be construed under and in accordance with the laws of the State of Texas. All of the obligations contained in this Contract are performable in the State of Texas. Venue for any legal disputes arising under this Contract shall be in *Travis County, Texas*.

9.05 Entire Agreement. This Contract sets forth the entire agreement between the Utility, and Crossroads, and supersedes all prior agreements and understandings, written and oral, regarding the subject matter hereof. However, should a conflict arise in which the terms of this Contract are in dispute, this Contract should be construed in light of the Request for Proposals issued by the City of West Lake Hills and the Proposal submitted to the City of West Lake Hills by Crossroads, both which are made exhibits to this Contract in Exhibit C.

THE UTILITY:

CROSSROADS:

THE CITY OF WEST LAKE HILLS

CROSSROADS UTILITY SERVICES

By: _____

By:  _____
Andrew Hunt

Its _____

Its Executive Vice President

Address: _____

Address: 2601 Forest Creek Drive
Round Rock, Texas 78665

ATTEST:

ATTEST:

 _____

EXHIBIT A

CROSSROADS UTILITY SERVICES

COMPENSATION FOR SERVICES

- I. **BASE OPERATIONS FEE:** For and in consideration of services outlined in the Contract and rendered to and on behalf of the Utility by Crossroads, the Utility agrees to compensate Crossroads\$ 5,900.00 per month. Each year after the completion of year one, the Contract price shall be adjusted up or down based on the accumulated percentage rate of increase or decrease of the most current Consumer Price Index, as published by the United States Bureau of Labor Statistics (CPI-U) (Southwest Region).
- II. **AUTHORIZED MAINTENANCE LEVEL:** Consistent with the principles of effective cost containment, efficient maintenance and maximization of operational procedures, the Utility authorizes Crossroads to perform non-emergency repairs after the Utility's authorized designee approves.
- III. **MATERIALS:** Cost of materials billed to the Utility shall include an administrative fee of 15%.
- IV. **SUB-CONTRACT(S):** Supervision and inspection fees for sub-contracts shall be 15% of the dollar amount of the sub-contract.
- V. **EXTRAORDINARY SERVICES:** Crossroads anticipates rendering certain additional services not specified in this Contract. Extraordinary Services not anticipated and not specified in this Contract may also be requested of Crossroads by the Utility. The Utility and Crossroads agree to negotiate the costs of such extraordinary services in good faith.

EXHIBIT B

PERSONNEL & EQUIPMENT RATES

Rates on both personnel and equipment are subject to change with approval from the City of West Lake Hills City Council.

1. PERSONNEL

Classification	Regular Time (M-F 8am-5pm)	Overtime (M-F 5Pm-8am, Sat-Sun, holidays, all hours)	Billing Time Interval
Administrative - Clerical	\$45.00	\$67.50	1 hr.
Field Service Representative	\$47.00	\$70.50	1 hr.
Field Operator	\$52.00	\$78.00	1 hr.
Senior Field Operator	\$65.00	\$97.50	1 hr.
Equipment Operator	\$58.00	\$87.00	1 hr.
Foreman	\$68.00	\$102.00	1 hr.
Supervisor	\$76.00	\$114.00	1 hr.
Mechanical Technician	\$79.00	\$118.50	1 hr.
Electrical Technician	\$83.00	\$124.50	1 hr.
Master Electrician/SCADA Tech	\$125.00	\$187.50	1 hr.
District Manager	\$150.00	\$225.00	1 hr.
VP/President	\$150.00	\$225.00	1 hr.

Equipment rates

Classification	Rate per hour	Billing Time Interval
12 Volt Pump	\$10.00	1 Hr.
2-3" Pump	\$21.00	1Hr.
A-Frame Winch	\$20.00	1 Hr.
Air Compressor	\$28.00	1Hr.
Air Compressor (Small)	\$11.00	1Hr.
Arrow Board	\$24.00	1Hr.
Back Hoe & Trailer	\$80.00	2Hr.
Blower	\$7.00	1Hr.
Chain Saw	\$14.00	1Hr.
Cordless Hand Tools	\$11.00	1Hr.

Cutoff Saw (Plus cost of blades)	\$23.00	1 Hr.
Cutting Torch	\$17.00	1Hr.
Dump Truck (Crossroads)	\$225.00	2Hr.
Electric Hand Tools	\$17.00	1 Hr.
Extension Ladder (20')	\$10.00	1 Hr.
Fresh Air Blower	\$18.00	1 Hr.
Gas Generator - uoV	\$18.00	1Hr.
HD Service Truck	\$50.00	2Hr.
HD/Small Crane Truck	\$82.00	2Hr.
Jack Hammer	\$31.00	1 Hr.
Jetting Trailer	\$104.00	2Hr.
Jumping Jack	\$14.00	1Hr.
Light Tower (1,000 Watt)	\$10.00	1Hr.
Meg/Ohm Meter	\$10.00	1Hr.
Metal Detector	\$32.00	1Hr.
Plate Compactor	\$17.00	1Hr.
Pressure Washer	\$24.00	1Hr.
Road Plate	\$23.00	1Hr.
Service Vehicle	\$40.00	1Hr.
Shoring	\$40.00	1 Hr.
Skid Steer & Trailer	\$80.00	2Hr.
Small camera (for televising)	\$95.00	1Hr.
Tapping Tools	\$35.00	2Hr.
Utility Dump Trailer	\$50.00	2Hr.
Utility Line Locator	\$88.00	1Hr.
Utility Trailer	\$25.00	2Hr.
Wastewater Camera (Saturn)	\$2.75/linear foot and \$750 minimum	2Hr.
Wastewater Vacon Truck 1500 gal. (Crossroads)	\$325.00/hr. plus \$0.75 per gallon disposal	2hr.
Wastewater Vacuum Trailer (Crossroads)	\$100.00	2hr.
Weed eater	\$7.00	1Hr.
Welding Machine	\$25.00	1Hr.

EXHIBIT C

City of West Lake Hills Request for Proposals for Maintenance and Operations and Crossroads Utilities Proposal

City of West Lake Hills Request for Proposals: Wastewater Maintenance and Operations

BACKGROUND

The City of West Lake Hills ("City") invites qualified professional public water and wastewater system operation companies to submit proposals to provide maintenance and operations (M&O) for the City Wastewater System (the "System"). Currently, the System is owned and operated by the Lower Colorado River Authority (See Attachment 1). The City anticipates securing ownership and commencing daily operations on or around July 16, 2012. The system consists of:

- Three lift stations (LS) (See Attachment 2). Sewage is sent to a City of Austin plant for treatment.

17,950' of gravity main and 37,330' of force main; four points of entry into the City of Austin wastewater system (See Map and Attachment 2).

- 411 wastewater connections: 153 gravity and 258 low pressure. Many commercial customers have multiple meters (accounts) with a single wastewater connection. The System primarily uses Environment One (EOne) grinder pumps although there are a few customers with other brands. The System owns and maintains the grinder pumps.
- 446 accounts (1 account per water meter): 351 residential, 14 multifamily and 81 non-residential.

PROJECT DESCRIPTION

The City is seeking Proposals to provide M&O services to ensure the continuous and efficient operation of all components of the System. The City requests all required daily, weekly, monthly and annual wastewater operations, maintenance and upkeep activities in compliance with standards promulgated by the Texas Commission on Environmental Quality (TCEQ), the City of Austin contract and City ordinances; and to perform as-needed repairs in a prompt and timely manner. Activities include:

- 1) Daily LS monitoring. 24/7 availability to respond to LS emergencies. LSs have auto-dialers. Monitoring of odor control chemical treatment and ordering of chemicals.
- 2) Periodic TV inspection of gravity lines to meet TCEQ standards.

- 3) Gravity and force main maintenance including manholes and clean-outs. Repair of grinder pump discharge lines, as needed. Regular exercising of valves to ensure they are operational.
- 4) Grinder pump service calls and after hours availability to respond to grinder pump emergencies. Certified EOne Service Center to perform grinder pump maintenance and repairs including filing warranty claims. Grinder pumps have 5-year warranties. Maintenance of data base of grinder pump serial numbers by address.
- 5) Customer service from the point of entry (the clean-out at the property line for a gravity connection, and from the control panel for a grinder pump connection).
- 6) Compliance with City of Austin contract standards. The City has been granted limited capacity from the City of Austin with specific provisions limiting the amount and strength of sewage that can go into the Austin system. Companies applying to provide M&O are required to review the City of Austin contract (See Attachment 3).
- 7) Monthly reports including LS operations and other System maintenance, individual customer service reports, and any other information relevant to efficient M&O. Individual grinder pump work orders must provide sufficient documentation to determine cause of failure (manufacturer's defect or customer/customer contractor abuse) to enable the contractor to file warranty claims and to enable the City to bill customers for abuse.
- 8) Annual report with recommendations for continuous quality improvement and preventive maintenance.
- 9) Coordination with private utility companies and other contractors to mark mains and prevent line breaks. Documentation of damage and coordination with City to bill third parties for damage. Supervision of repairs by third parties to ensure that repairs meet System standards.
- 10) Coordination with City personnel on all expenditures.
- 11) Attendance at periodic M&O meetings with the City, as requested.
- 12) Staffing to meet required TCEQ standards for licensed wastewater operators, laborers, technicians and other personnel to ensure continuous operation and maintenance of the System and rates for all services.

CITY SUPPORT SERVICES

The City will:

1. Coordinate with vendor on purchase orders to ensure the continuous and adequate operation and maintenance of the System.

2. Provide information to the vendor from historical M&O records, as requested.
3. Provide third party plumbing and electrical inspection services, and engineering consultation, as needed.
4. Assist with customer relations and bill customers for abuse and neglect of equipment.
5. Maintain a final records depository for Systems transactions and documents.
6. Provide support for improved M&O by addressing operations and policy issues raised by the vendor through City staff, the City Wastewater Commission and the City Council.
Promulgate ordinances and send out information to customers to improve System M&O.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	November 22, 2022	Item Number:	
Department:	Administration		
Prepared By:	Trey Fletcher, City Administrator	Cost / Budget:	n/a
Exhibits:	We Hire Vets Fact Sheet	Source of Funds:	n/a

Subject

Presentation of 2022 We Hire Vets Recognition to the City of West Lake Hills by Aaron Demerson, Commissioner Representing Employers with the Texas Workforce Commission.

Recommendation

Receive the presentation.

Discussion

The We Hire Vets program was established in 2017 as a partnership among the Texas Workforce Commission, Texas Veterans Commission and the Texas Workforce Solutions Offices to recognize employers for their commitment to hire veterans. A fact sheet is included with this agenda.

Employers whose workforce is composed of at least 10 percent military veterans are eligible to receive recognition. Currently, employees with prior military service serve the City of West Lake Hills in the Police Department as well as Building & Development Services.

Approved By

	Signature	Date
Department Head		
	Signature	Date
City Administrator	Trey Fletcher	11/18/2022



We Hire Vets

Background:

Launched in 2017, “We Hire Vets” is an employer recognition program developed by the Texas Workforce Commission (TWC) to recognize Texas employers for their commitment to hiring veterans. Employers whose workforce is composed of at least 10 percent military veterans are eligible to receive a “We Hire Vets” employer recognition decal to display on the employer’s storefront as well as an electronic decal to display on the employer’s website.

“We Hire Vets” is a component of TWC’s Texas Operation Welcome Home initiative:

texasoperationwelcomehome.com

Quick Facts:

- Since its launch, 47 businesses have been nominated as “We Hire Vets” employers.
- Participating We Hire Vets employers include:
 - City of Lufkin Fire Department
 - Dallas Area Rapid Transit
 - Lockheed Martin
 - Prudential Financial Inc.
 - Southwest Airlines
 - Texarkana Police Department
- We Hire Vets 2017 Nomination/Employer Self Declaration Form:
 - Go to TexasOperationWelcomeHome.com and click on “[We Hire Vets](#)”
 - www.texasworkforce.org/files/news/2017-we-hire-veterans-nomination-form-twc.pdf



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	November 22, 2022	Item Number:	4
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

803 Westlake Drive (Final Plat Moore Estates Subdivision): Discuss and consider action on the Final Plat for the Moore Estates Subdivision, a proposed 6-lot single family subdivision for a tract of land totaling 8.42 acres (Chapter 36 of the West Lake Hills Code). Applicants Doyle and Colleen Moore.

Recommendation

Staff recommends approval of the subdivision plat as it conforms to the City of West Lake Hills settlement agreement, the Texas Local Government Code and substantially complies with the current Code of Ordinances.

Due to the fact that plat complies with the settlement agreement mentioned above, the plat approval is ministerial in nature, and both the Zoning and Planning Commission and City Council are compelled to approve the subdivision plat as submitted.

ZAPCO voted to recommend approval of the Final Plat as proposed 3-0 with one abstention.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Doyle and Colleen Moore

Legal Description: Abstract 21 Survey 1 Sparks W, 8.42 Acres

Lot Size: 8.42 acres (366,775.20 square feet)

Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

The applicant has submitted a subdivision application for a six (6) lot subdivision.

- Lot 1 – 1.76 acres
- Lot 2 – 1.53 acres
- Lot 3 – 1.25 acres
- Lot 4 – 1.14 acres
- Lot 5 – 1.02 acres
- Lot 6 – 1.72 acres

A lawsuit as filed by the property owner and this application is tied to an agreement in 1972 with the Moore's and the City of West Lake Hills, where the city would grant a variance to allow 8 lots in exchange for dedication of right of way for Westlake Drive. However, the applicant has agreed to six (6) lots, all of which substantially comply with the code of ordinances.

The property will have the code required 50-foot conservation easement surrounding the property and has a large floodplain starting at the southern boundary of the property and running the length of the eastern boundary of the property. The property falls within the Edwards Aquifer Recharge Zone and will be required to comply with Texas Commission on Environmental Quality (TCEQ) rules and permit approval from TCEQ.

The subdivision will be accessed via a joint use access driveway that will be maintained by the homeowner's association. The subdivision will connect to the city's sewer system and Travis County Water Control and Improvement District 10's water system.

The application also includes a Joint Use Access Easement (JUAE) with two driveway cuts off Westlake Drive. Westlake Drive is a major collector in the city, and the reduced number of curb cuts provides a safety benefit Drive and allows emergency service vehicles closer access to the house.

Refer to the settlement agreement for additional information related to the proposed subdivision.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

The application is for a proposed 6 lot subdivision.

Comprehensive Planning Analysis

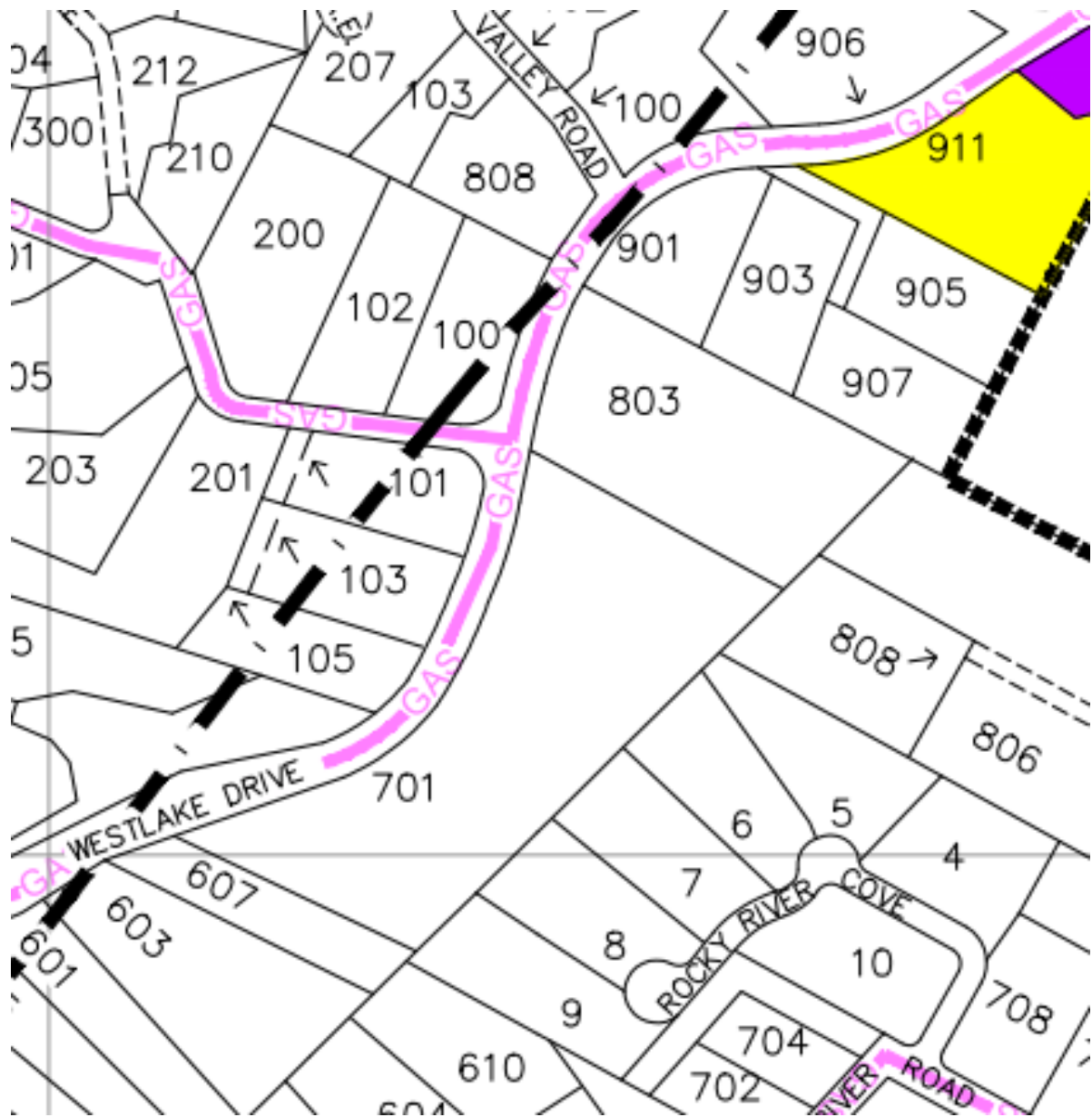
The proposed subdivision and residential land use complies with the Master Plan.

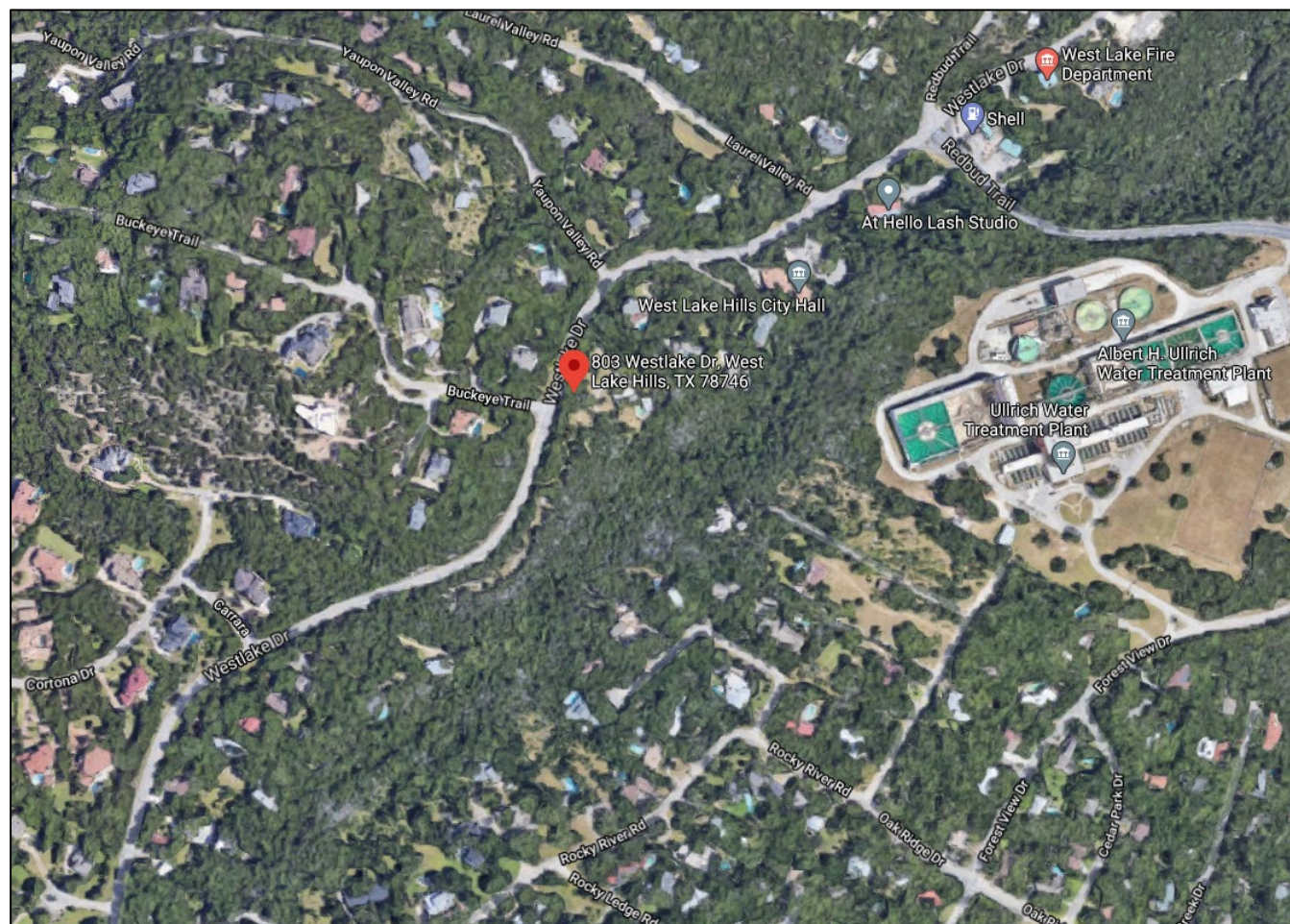
The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Sec. 22.03.281 Schedule of Regulations](#)
- [Chapter 36 Subdivisions](#)
- [Texas Local Government Code Chapter 212 Municipal Regulation of Subdivisions](#)

Zoning:



Aerial:**Approved By***Signature**Date***Department Head**

Ashby Grundman

11/18/2022

*Signature**Date***City Administrator**

Trey Fletcher

11/18/2022

v.

Defendant.

98th JUDICIAL DISTRICT

STATE OF TEXAS

COUNTY OF TRAVIS

RECITALS

WHEREAS, Plaintiffs also sought a determination from the City that their proposed eight-lot development was entitled to vested rights under the Texas Vested Rights Act (Chapter 245 of the Texas Local Government Code) based on a 1972 contract between the City and Plaintiffs’

predecessors-in-title to convey right-of-way to the City in which the City promised to issue a variance to permit the Property to be divided into eight home sites; Plaintiffs contended that the 1972 contract and/or variance constituted either permits or applications for permits under the Texas Vested Rights Act and therefore their plat application was required by law to be reviewed under the City's 1972 regulations rather than current City regulations;

WHEREAS, City officials denied Plaintiffs' request to recognize vested rights to develop the Property into eight lots, and denied Plaintiffs' application because the proposed plat did not comply with current City regulations;

WHEREAS, Plaintiffs filed suit against the City, Cause No. D-1-GN-21-002632; Sherry Moore Waldrop, Doyle Randall Moore, and Robin Mallory Moore, co-successor Trustees of the Moore Family Trust, v. City of West Lake Hills, in the 98th District Court of Travis County, Texas, on June 4, 2021, where the case is still pending, initially alleging claims under the Texas Vested Rights Act, and later amending their pleadings to assert breach of the 1972 contract, seeking damages, declaratory relief, specific performance of the 1972 contract, a writ mandamus, attorney's fees, court costs and other relief (the Lawsuit);

WHEREAS, while the Lawsuit was pending, Plaintiffs applied for approval of a seven-lot subdivision plat, which required multiple variances; the variances were denied and the seven-lot plat was abandoned;

WHEREAS, while the Lawsuit was still pending, Plaintiffs then applied for approval of a plat which divides the Property into six lots, and that plat application is currently pending as Project No. 2022-1071 (the Six-Lot Plat);

WHEREAS, the City disputes the nature and extent of any damages allegedly sustained by Plaintiffs, and denies they are entitled to any of the relief they seek in the Lawsuit;

WHEREAS, Plaintiffs and the City, however, desire to compromise and settle all issues between them. It is the desire of the parties that all claims and all causes of action for money damages or other relief between them and arising out of the dispute concerning the development of the subject property, be discharged and released in return for those certain considerations referenced in this Agreement.

NOW, THEREFORE, Plaintiffs and the City, for and in consideration of the agreements set forth below, the sufficiency of which is hereby acknowledged, agree as follows:

AGREEMENT

1. In this Agreement:
 - (a) the term “date of this Agreement” is defined as the date it is fully executed by all the Plaintiffs, approved by the West Lake Hills City Council, and executed by the Mayor;
 - (b) the term “the Property” shall mean the approximately 7.87 acres of real property currently owned by Plaintiffs as part of the corpus of the Moore Family Trust located at approximately 803 Westlake Drive in the City of West Lake Hills, Travis County, Texas, and as more particularly depicted in the attached Amended Exhibit C, which is attached to this Agreement and made a part hereof.
 - (c) the term “Dispute” shall include: (1) Plaintiffs’ efforts to obtain approval of a plat consisting of multiple residential lots on the Property, and the City’s denial thereof; (2) Plaintiffs’ contention that the 1972 contract and/or a related variance entitled the project to vested rights under the Texas Vested Rights Act, and the City’s refusal to recognize vested rights in the project;

(3) Plaintiffs' contention the City breached the 1972 contract, and the City's denial thereof; (4) any contention by Plaintiffs that there was a failure of consideration under the 1972 agreement, and the City's denial of any such contention; (5) any claim by Plaintiffs that just compensation was not afforded by the City for the 1972 right-of-way deeds, and the City's denial of any such contention; and (6) any other matter or claim which could have been raised in the Lawsuit.

(d) the capitalized terms identified above in parentheses within the recitals are incorporated into this Paragraph.

2. The parties agree and acknowledge the recitals stated above are true and correct.

3. The "City Releasees" who shall benefit from the release and other promises, covenants, and warranties made by or on behalf of Plaintiffs in this Agreement shall mean the following:

- (a) the City of West Lake Hills, Texas;
- (b) any and all persons, firms, corporations, associations, and other entities in privity with or connected in any way to the City, by law or by contract; and
- (c) all past and present employees, officers, agents, servants, council members, representatives, attorneys, successors, assigns, legal representatives, shareholders, directors, and insurance carriers of record of the City or any other Releasee.

3. Plaintiffs for themselves, their attorneys, agents, representatives, successors and assigns, and all beneficiaries of the Moore Family Trust, do hereby fully, finally, and forever unconditionally release, acquit, and discharge the City Releasees of and from any and all

complaints, claims, demands, liabilities, obligations, promises, agreements, controversies, actions, causes of action, for monetary damages or other relief, costs, losses, debts, charges, and expenses, both known and unknown, arising out of the Dispute. Plaintiffs' agreement to release the City Releasees includes a release from any and all such claims to damages and compensation whatsoever which he may have including punitive or exemplary damages, claims for attorney's fees, court costs and other expenses, and pre- and post-judgment interest on any sums arising out of the Dispute which have accrued. This release extends to any and all claims for monetary damages or other relief whatsoever (including injunctive and declaratory relief, mandamus, and any other extraordinary remedy) regardless of whether they are based in theories of tort, contract, constitutional or statutory violations, or any other theory of recovery, and includes all damages which have been or could have been claimed by Plaintiffs in any capacity against the City Releasees arising out of the Dispute.

4. Plaintiffs represent and warrant that to the best of their knowledge no other person or entity other than Plaintiffs are entitled to assert any claims for monetary damages or other relief based on or arising out of the Dispute. Plaintiffs further represent they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of their claims, demands, obligations, or causes of action released in this Agreement. It is the intent and purpose of this Agreement that at no time will any of the City Releasees be called upon to pay any further sum or incur any further expense or other liability from Plaintiffs by reason of any act or damages arising out of or predicated on the Dispute, other than as specifically provided for in this Agreement.

5. The agreed upon consideration specified in this Agreement is in compromise and settlement of all claims for money damages or other relief arising out of or in any way based upon the Dispute, and shall be in full satisfaction and accord, and in full release and discharge of the above-named City Releasees.

6. The "Moore Releasees" who shall benefit from the release and other promises, covenants, and warranties made by or on behalf of the City in this Agreement shall mean the following:

- (a) Sherry Moore Waldrop, Doyle Randall Moore, and Robin Mallory Moore, individually and in their capacities as the co-successor trustees of the Moore Family Trust;
- (b) the Moore Family Trust, any other successor or predecessor trustees, and all beneficiaries of the Moore Family Trust;
- (c) any and all persons, firms, corporations, associations, and other entities in privity with or connected in any way to Plaintiffs or to the Moore Family Trust, by way of law or by contract; and

- (d) all past and present employees, officers, agents, servants, representatives, attorneys, successors, assigns, legal representatives, shareholders, directors, and insurance carriers of record of any Moore Releasee.

7. The City for itself, its attorneys, agents, representatives, successors and assigns, do hereby fully, finally and forever unconditionally release, acquit, and discharge the Moore Releasees of and from any and all complaints, claims, demands, liabilities, obligations, promises, agreements, controversies, actions, causes of action, for monetary damages or other relief, costs losses, debts, charges, and expenses, both known and unknown, arising out of or predicated upon the facts surrounding the Dispute. The City's agreement to release the Moore Releasees includes a release from any and all such claims to damages, claims for attorney's fees, court costs and other expenses, and pre-and post-judgment interest on any sums arising out of the Dispute which have accrued. This release extends to any and all claims for monetary damages or other relief whatsoever, regardless of whether they are based in theories of tort, contract, statutory violations, or any other theory of recovery, and includes all damages which have been or could have been claimed by the City in any capacity against the Moore Releasees arising out of the Dispute. The City represents and warrants that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action that could have been asserted as a counterclaim in the Lawsuit. It is the intent and purpose of this Agreement that at no time will any of the Moore Releasees hereby released, be called upon to pay any further sum or incur any further expense or other liability from the City by reason of any act, damages arising out of or predicated upon the Dispute, other than as specifically provided for in this Agreement.

8. The City represents and warrants that to the best of its knowledge no other person or entity other than the City is entitled to assert any claims for monetary damages or other relief

based on or arising out of the Dispute. The City further represents it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of their claims, demands, obligations, or causes of action released in this Agreement. It is the intent and purpose of this Agreement that at no time will any of the Moore Releasees be called upon to pay any further sum or incur any further expense or other liability from the City by reason of any act or damages arising out of or predicated on the Dispute, other than as specifically provided for in this Agreement.

9. The agreed upon consideration specified in this Agreement is in compromise and settlement of all claims for money damages or other relief arising out of or in any way based upon the Dispute, and shall be in full satisfaction and accord, and in full release and discharge of the above-named Moore Releasees.

10. In consideration of the release and the other promises, warranties, covenants and acknowledgments made by the other parties to this Agreement, the parties agree as follows:

10.1. Plaintiffs will pursue approval of the Six-Lot Plat as set out in Amended Exhibit C, attached hereto (the parties acknowledge that all applicable plat application fees have been paid).

10.2. The plat application for the Six-Lot Plat shall be considered administratively complete on the Date of this Agreement. Except as set out in Section 10.5, the application shall include all elements required of a preliminary plan and a final plat as a joint application for review and subsequent approval.

10.3. Subject to City ordinances and state law applicable to public notice and hearing requirements, the application for the Six-Lot Plat shall be scheduled for consideration by the City's Zoning and Planning Commission (ZAPCO) at its next regular meeting after the Date of this Agreement.

10.4. The application for the Six-Lot Plat shall be considered for approval by city council no later than the first regular meeting of city council after the plat's consideration by ZAPCO.

10.5. The parties agree that upon the city council's approval of the Six-Lot Plat, development and construction of improvements on the Property shall proceed as follows:

- (a) the Wastewater Capital Recovery Fee, in the amount of Ninety Eight Thousand Twenty Seven Dollars and zero cents (\$98,027.00), shall be fully paid by Plaintiffs within thirty (30) days of the city council's approval of the Six-Lot Plat;
- (b) tree mitigation (i.e., removal permit, tree replacement, or payment in lieu of compliance into the City's reforestation fund) will not be required for trees located in the joint use access easement (driveway) or the six building pads as those easements and pad sites are depicted on the Amended Exhibit C which is attached to this Agreement (this area includes tree numbers 11707 and 11715);
- (c) no tree survey will be required for trees located in floodplain¹ or the conservation easement as same is depicted in Amended Exhibit C;
- (d) the approved Six-Lot Plat shall be recorded upon the City receipt of adequate fiscal security for the public improvements to be constructed on or to serve the Property;
- (e) water line transmission line and risers for the Property shall be completed and accepted to the satisfaction of Water District 10 before issuance of the

¹ The floodplain depicted in Amended Exhibit C is the shaded "Zone X" area from FIRM Panel 48453C0445K, dated January 21, 2020.

first building permit for any structure on the Property;

- (f) the driveway on the joint use access easement shall be rough cut and a temporary surface applied to the satisfaction of the Fire Marshal for ESD 9 before issuance of the first building permit for any structure on the Property;
- (g) the driveway on the joint use access easement shall be permanently paved and the sewer force main shall be installed to each lot and to the satisfaction of the City Engineer and accepted by the City before issuance of the first certificate of occupancy for any structure on the Property; and
- (h) the height of any building constructed on Lot 6, Lot 5, or Lot 4 shall not exceed 32' in height measured from the lowest natural grade or from the top of the rear foundation or stem wall not exceeding 4' in height. Lot 1, Lot 2, and Lot 3 shall not exceed the applicable height provisions of the City Code.

11. An agreed motion to dismiss with prejudice and proposed order of dismissal of the Lawsuit shall be prepared by the Plaintiffs' attorneys delivered to the City's attorneys for approval as to form, which approval will not be unreasonably withheld. The parties agree that no later than thirty (30) days from the approval of the Six-Lot Plat by the city council, the agreed motion to dismiss and proposed order of dismissal shall be filed with the Court. The City and Plaintiffs do hereby authorize their respective attorneys to approve and execute on their behalf the agreed motion and proposed order. A true and correct copy of the fully executed and file-stamped dismissal order shall be delivered to the attorneys for each party.

12. The terms and conditions of this Agreement are a compromise and settlement of disputed claims, the validity, existence, or occurrence of which are expressly denied by the City.

It is understood and agreed by the parties hereto that this Agreement does not constitute, and shall not be construed as, an admission by the City or any Releasees of any fault, liability, culpability or wrongdoing or of any violation of any right of Plaintiffs, or of any federal, state, or local statute, constitution, law, ordinance, or regulation, or any harm to Plaintiffs of any kind whatsoever.

13. The parties acknowledge and agree that the terms, conditions, agreements, rights, benefits, duties, and obligations set forth in Paragraphs 3, 7, 10, and 11 of this Agreement shall not become effective until the city council's approval of the Six-Lot Plat. The parties further acknowledge and agree that this Agreement shall be null and void in its entirety if the city council does not approve the Six-Lot Plat on the date described in Paragraph 10.4.

14. The parties agree to extend reasonable cooperation in executing any and all supplementary documents and taking such additional actions as may be necessary or appropriate to give full force and effect to the terms, conditions, and intent of this Agreement. The parties acknowledge and agree that the terms of this Agreement will likely be public information under the Texas Public Information Act and subject to public disclosure.

15. This Agreement is made and entered into in the State of Texas, and shall be governed under the laws of the State of Texas. Venue for any proceeding alleging a breach or seeking enforcement of this Agreement, shall be in the state courts in Travis County, Texas.

16. Each party warrants and represents that it has read the terms and conditions of this Agreement, has discussed them fully and completely with their respective attorneys, and fully and completely understands and voluntarily accepts such terms and conditions and their final and binding effect. Each party represents that it completely understands that the disputes and issues raised by the pleadings in the Lawsuit could be presented to the Court or a jury to decide, and that as a final result, said Court or jury might award the relief requested by Plaintiffs, a lesser amount,

a greater amount, or no relief whatsoever. Each party represents that it is not relying on the advice of the other party or its attorneys, or anyone associated with them, as to the legal or factual consequences of any kind or of any nature whatsoever arising out of the execution of this Agreement.

17. Each party warrants and represents that they are authorized to execute this Agreement in their capacity stated below and to be bound by all terms herein.

18. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the Dispute or any other subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and shall not be construed strictly for or against either of the parties.

19. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, representatives, successors and assigns. The parties agree and acknowledge that in the event the Property, or any part thereof, is conveyed in the future by Plaintiffs to third parties, Plaintiffs may assign them all the rights, benefits, duties and obligations set forth in Paragraph 10.

20. Should any provision of this Agreement be declared or be determined to be illegal, invalid, or otherwise unenforceable, the validity of the remaining parts, terms, and provisions hereof will not be affected thereby but such will remain valid and enforceable, and said illegal or invalid parts, terms, or provisions shall be deemed not to be a part of this Agreement.

21. It is agreed that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties to the Lawsuit or this Agreement allege a breach of this Agreement. It is further agreed that in any lawsuit in which it is alleged a breach of this Agreement, the parties or their successors or assigns shall be limited to the remedy of specific performance and that the

prevailing party shall be entitled to an award of attorney's fees arising from any claim for breach of this Agreement.

22. Nothing in this paragraph shall be construed as a limitation of the City's police power or regulatory authority or as a bar to any City enforcement action otherwise authorized by law.

23. It is further understood and agreed that all costs of Court and attorney's fees will be borne by the party incurring them.

24. The parties agree that this Agreement may be executed in multiple counterparts, each having the same force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PLAINTIFFS

Sherry Moore Waldrop, Doyle Randall Moore,
and Robin Mallory Moore, Co-Successor Trustees
of the Moore Family Trust

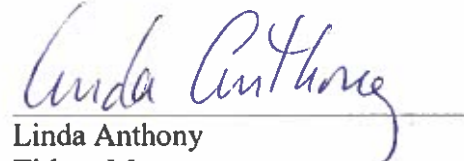
DEFENDANT

City of West Lake Hills, Texas

By:


Doyle Randall Moore

By:


Linda Anthony
Title: Mayor

Title: Co-Successor Trustee of the Moore
Family Trust

Date: _____

Date: 10/26/2022

By: _____

Robin Mallory Moore

Title: Co-Successor Trustee of the Moore
Family Trust

Date: _____

By: _____

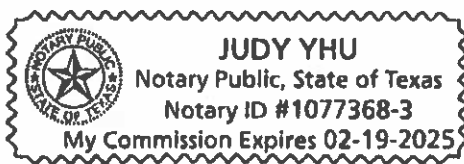
ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Doyle Randall Moore known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this 24th day of October, 2022.



Judy Yhu
Notary Public in and for
The State of Texas
Printed Name: Judy Yhu
My Commission Expires: 2/19/2025

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Robin Mallory Moore known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this _____ day of October, 2022.

Notary Public in and for
The State of Texas
Printed Name: _____
My Commission Expires: _____

respective heirs, representatives, successors and assigns. The parties agree and acknowledge that in the event the Property, or any part thereof, is conveyed in the future by Plaintiffs to third parties, Plaintiffs may assign them all the rights, benefits, duties and obligations set forth in Paragraph 10.

20. Should any provision of this Agreement be declared or be determined to be illegal, invalid, or otherwise unenforceable, the validity of the remaining parts, terms, and provisions hereof will not be affected thereby but such will remain valid and enforceable, and said illegal or invalid parts, terms, or provisions shall be deemed not to be a part of this Agreement.

21. It is agreed that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties to the Lawsuit or this Agreement allege a breach of this Agreement. It is further agreed that in any lawsuit in which it is alleged a breach of this Agreement, the parties or their successors or assigns shall be limited to the remedy of specific performance and that the prevailing party shall be entitled to an award of attorney's fees arising from any claim for breach of this Agreement.

22. Nothing in this paragraph shall be construed as a limitation of the City's police power or regulatory authority or as a bar to any City enforcement action otherwise authorized by law.

23. It is further understood and agreed that all costs of Court and attorney's fees will be borne by the party incurring them.

24. The parties agree that this Agreement may be executed in multiple counterparts, each having the same force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PLAINTIFFS

DEFENDANT

Sherry Moore Waldrop, Doyle Randall Moore,
and Robin Mallory Moore, Co-Successor Trustees
of the Moore Family Trust

City of West Lake Hills, Texas

By: _____ By: _____

Doyle Randall Moore Linda Anthony

Title: Co-Successor Trustee of the Moore
Family Trust

Title: Mayor

Date: _____ Date: _____

By:


Robin Mallory Moore

Title: Co-Successor Trustee of the Moore
Family Trust

Date: 10-25-22

By: Sherry Moore Waldrop
Sherry Moore Waldrop

Title: Co-Successor Trustee of the Moore
Family Trust

Date: 10-25-22 □

Waldrop, et al, v. City of West Lake Hills
Settlement Agreement and Release Page 10

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Doyle Randall Moore known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this ____ day of October, 2022.

Notary Public in and for
The State of Texas
Printed Name:

My Commission
Expires: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Robin Mallory Moore known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this 25 day of October, 2022.

 **CHRISTINE COLUMBUS**
Notary Public, State of Texas
Notary ID #13163032-3
My Commission Expires 07-03-2026
CHRISTINE Columbus

Notary Public in and for
The State of Texas
Printed Name:

My Commission
Expires: 7-3-2026

□

Waldrop, et al, v. City of West Lake Hills

Settlement Agreement and Release

Page 10

ACKNOWLEDGMENTS - CONTINUED

STATE OF TEXAS

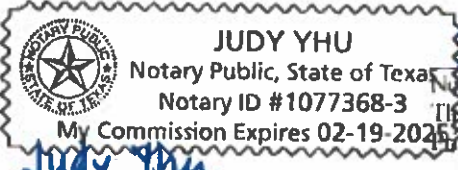
§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Sherry Moore Waldrop known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this 25th day of October, 2022.

 Judy Yhu
Notary Public in and for
The State of Texas
Printed
Name:
My Commission
Expires: 2/19/2025

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Linda Anthony, known to me to be the same person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she is the duly authorized Mayor of the City of West Lake Hills, Texas, and that she executed the Agreement on behalf of the city, as approved by the city council, for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this ____ day of October, 2022.

Notary Public in and for
The State of Texas
Printed

Name:

ACKNOWLEDGMENTS - CONTINUED

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Sherry Moore Waldrop known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this ____ day of October, 2022.

Notary Public in and for
The State of Texas

Printed Name: _____

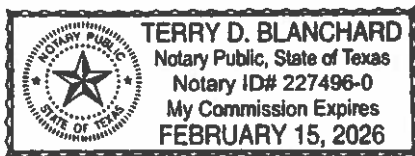
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Linda Anthony, known to me to be the same person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she is the duly authorized Mayor of the City of West Lake Hills, Texas, and that she executed the Agreement on behalf of the city, as approved by the city council, for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this 26th day of October, 2022.



Terry D. Blanchard

Notary Public in and for
The State of Texas

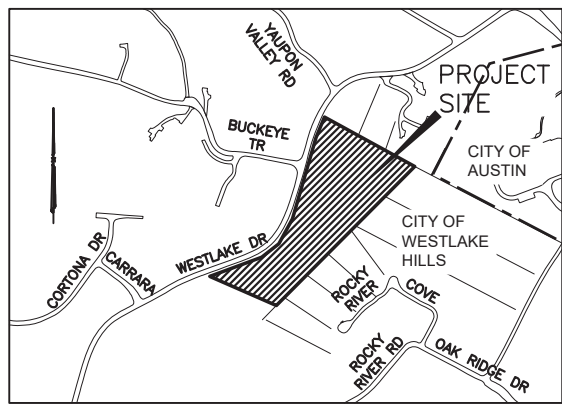
Printed Name: Terry D. Blanchard

My Commission Expires: 2-15-26

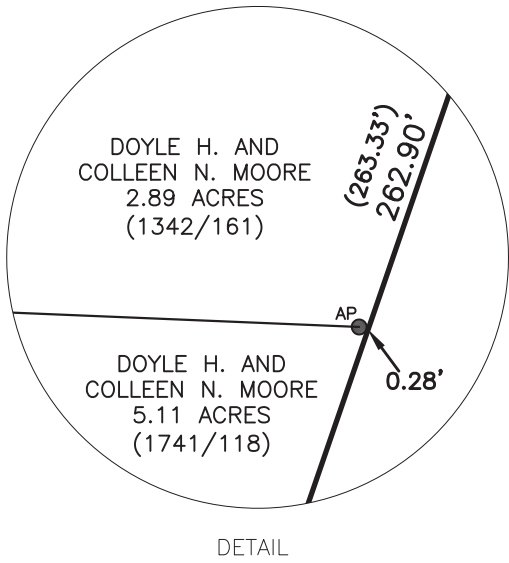
AMENDED EXHIBIT C

[This is the sole exhibit to this Agreement.]

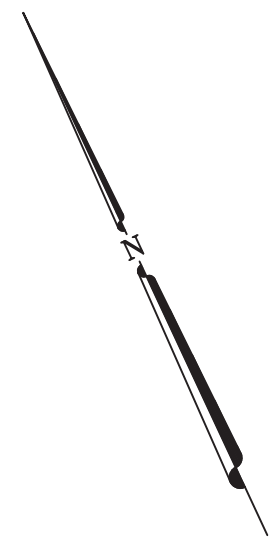
FINAL PLAT
MOORE ESTATES SUBDIVISION
TRAVIS COUNTY, TEXAS



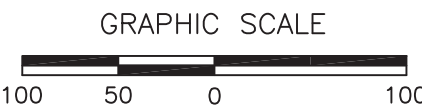
VICINITY MAP
N.T.S.



DETAIL



SCALE: 1" = 100'



LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "ALL POINTS" CAP FOUND
- 1/2" IRON PIPE FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- CONTROL POINT/BENCHMARK LOCATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PRIVATE UTILITY EASEMENT
- J.U.A.E. JOINT USE ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- C.E. CONSERVATION EASEMENT
- R.O.W. RIGHT-OF-WAY
- () RECORD INFORMATION
- 100-YEAR FLOODPLAIN
- CREEK CENTERLINE

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "2".

60D NAIL SET

SURFACE COORDINATES:
N 10079317.86
E 3095758.07

TEXAS STATE PLANE COORDINATES:
N 10078310.03
E 3095448.53

ELEVATION = 612.32'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999900010
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000100
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
THETA ANGLE: 0°00'00"

BENCHMARK INFORMATION:

BM: 60D Nail set on the east side of Westlake Dr. at the end of Buckeye Trail +/- 5' from edge of asphalt. OPUS POINT CHAPARRAL CONTROL POINT #2 (SEE NOTE ABOVE)

ELEVATION = 612.32'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

LOT SUMMARY TABLE

LOT	ACRES	(MIN)
LOT 1	1.76 ACRES	643
LOT 2	1.53 ACRES	647
LOT 3	1.25 ACRES	650
LOT 4	1.14 ACRES	655
LOT 5	1.02 ACRES	670
LOT 6	1.72 ACRES	679
TOTAL: 8.42 ACRES		

LOT PROPERTY LINE TABLE

LINE TABLE			(RECORD LINE BEARING)	
LINE	BEARING	DISTANCE	LINE	(RECORD BEARING)
L1	N67°54'53"E	75.81'	(L1)	(N70°22'59"E 75.8')
L2	N50°02'50"E	105.11'	(L2)	(N52°38'59"E 105.0')
L3	N31°35'25"E	145.82'	(L3)	(N34°13'59"E 145.7')
L4	N19°50'11"E	129.90'	(L4)	(N22°16'59"E 129.8')
L5	N17°24'34"E	172.52'	(L5)	(N19°15'42"E 172.3')
L6	N26°02'52"E	82.79'	(L6)	(N28°31'59"E 83.2')
L18	N22°05'07"W	69.14'		
L19	N58°24'35"W	69.70'		
L20	N70°09'49"W	66.35'		
L21	N61°37'48"W	66.13'		

WILKINSON SPARKS
SURVEY NO. 1
ABSTRACT NO. 21

DATE OF PREPARATION: February 22, 2021

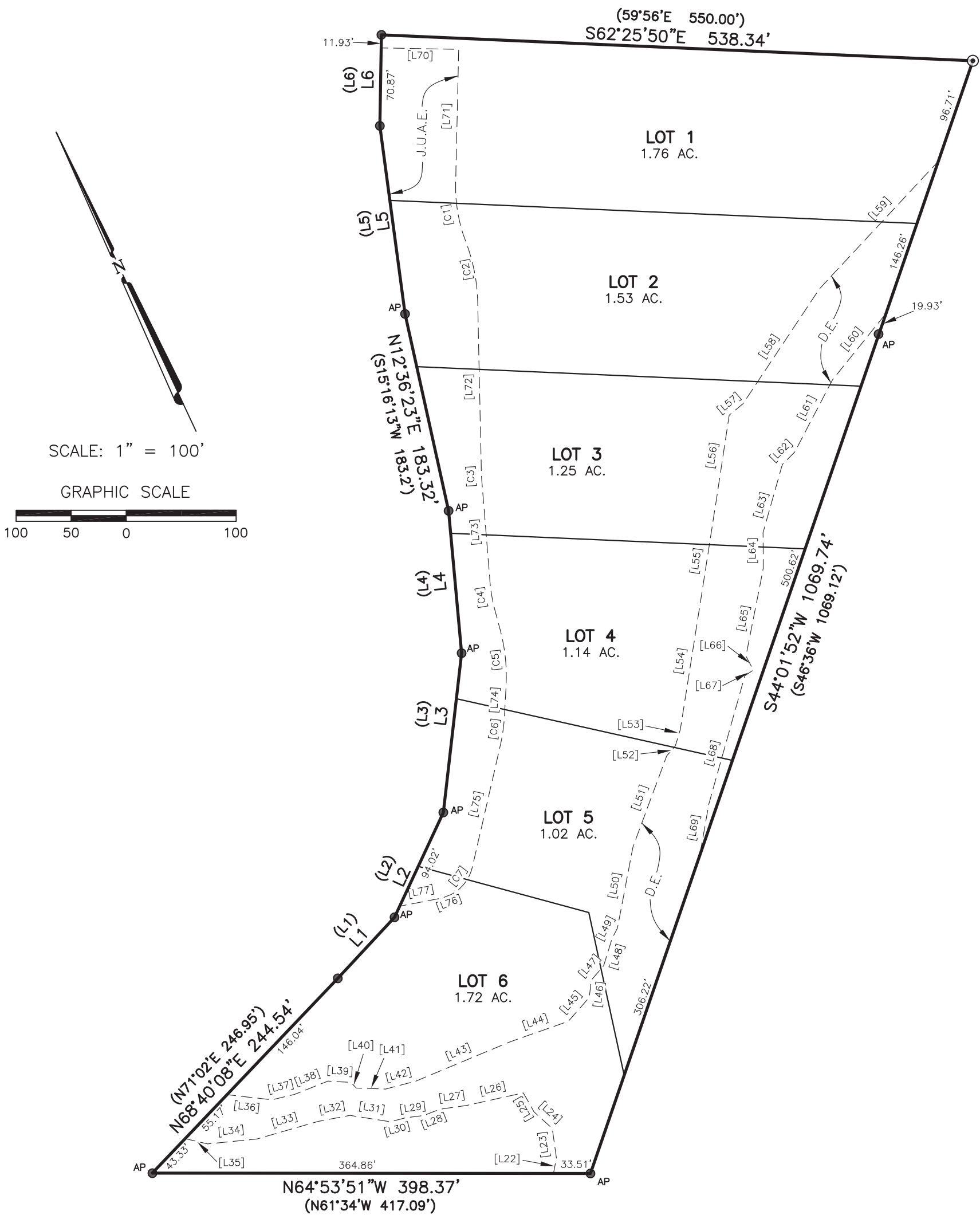
Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.: 1573-001
DRAWING NO.: 1573-001-PLr6LT
PLOT DATE: 08/30/2022
PLOT SCALE: 1"=100'
DRAWN BY: RGH/PAQ
SHEET 01 OF 05

FINAL PLAT
MOORE ESTATES SUBDIVISION
TRAVIS COUNTY, TEXAS

J.U.A.E. & DRAINAGE EASEMENT DETAIL

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
[L22]	N35°16'40"E	14.52'
[L23]	N17°03'02"E	26.72'
[L24]	N22°27'12"W	22.41'
[L25]	N04°34'28"W	19.91'
[L26]	N77°23'43"W	52.62'
[L27]	N73°01'08"W	24.64'
[L28]	N85°51'51"W	15.88'
[L29]	N72°22'43"W	16.51'
[L30]	N79°31'00"W	14.31'
[L31]	N55°58'30"W	37.21'
[L32]	N75°36'46"W	29.52'
[L33]	N80°59'10"W	58.06'
[L34]	N70°34'00"W	44.94'
[L35]	N51°41'54"W	20.92'
[L36]	S58°26'55"E	41.04'
[L37]	S78°19'24"E	21.06'
[L38]	S86°32'37"E	32.88'
[L39]	S61°52'14"E	20.71'
[L40]	S18°58'25"E	7.21'
[L41]	S62°59'47"E	26.67'
[L42]	S79°32'54"E	28.29'
[L43]	S87°36'07"E	91.99'
[L44]	S84°22'33"E	57.27'
[L45]	N66°10'41"E	28.76'
[L46]	N31°59'39"E	15.87'
[L47]	N65°41'42"E	17.17'
[L48]	N42°16'04"E	26.05'
[L49]	N52°35'52"E	10.45'
[L50]	N35°52'53"E	75.20'
[L51]	N45°23'37"E	88.25'
[L52]	N65°45'01"E	12.02'
[L53]	N42°07'52"E	15.43'
[L54]	N34°01'28"E	123.31'
[L55]	N33°55'23"E	88.82'
[L56]	N33°41'48"E	77.26'
[L57]	N75°29'21"E	16.24'
[L58]	N58°42'05"E	125.56'
[L59]	N68°03'05"E	158.42'
[L60]	S63°56'52"W	77.67'
[L61]	S52°38'05"W	73.91'
[L62]	S69°59'01"W	15.92'
[L63]	S40°52'41"W	64.48'
[L64]	S24°44'04"W	32.54'
[L65]	S36°14'14"W	81.18'
[L66]	S03°00'54"E	14.34'
[L67]	S80°47'46"W	9.43'
[L68]	S40°44'12"W	120.99'
[L69]	S35°01'51"W	47.07'



J.U.A.E. LINE TABLE		
LINE	BEARING	DISTANCE
[L70]	N63°57'08"W	70.50'
[L71]	N26°22'06"E	122.13'
[L72]	N23°49'48"E	153.89'
[L73]	N20°26'19"E	93.06'
[L74]	N28°06'08"E	26.66'
[L75]	N38°01'20"E	113.08'
[L76]	S86°05'23"E	8.99'
[L77]	S75°52'07"E	39.34'

J.U.A.E. CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
[C1]	137.25'	22°26'57"	53.78'	N15°10'05"E	53.43'
[C2]	162.75'	19°53'11"	56.49'	N13°53'13"E	56.21'
[C3]	137.25'	3°23'30"	8.12'	N22°08'04"E	8.12'
[C4]	137.25'	10°15'00"	24.55'	N15°18'49"E	24.52'
[C5]	162.75'	17°54'49"	50.88'	N19°08'44"E	50.68'
[C6]	162.75'	9°55'12"	28.18'	N33°03'44"E	28.14'
[C7]	37.75'	49°02'51"	32.32'	N62°32'46"E	31.34'



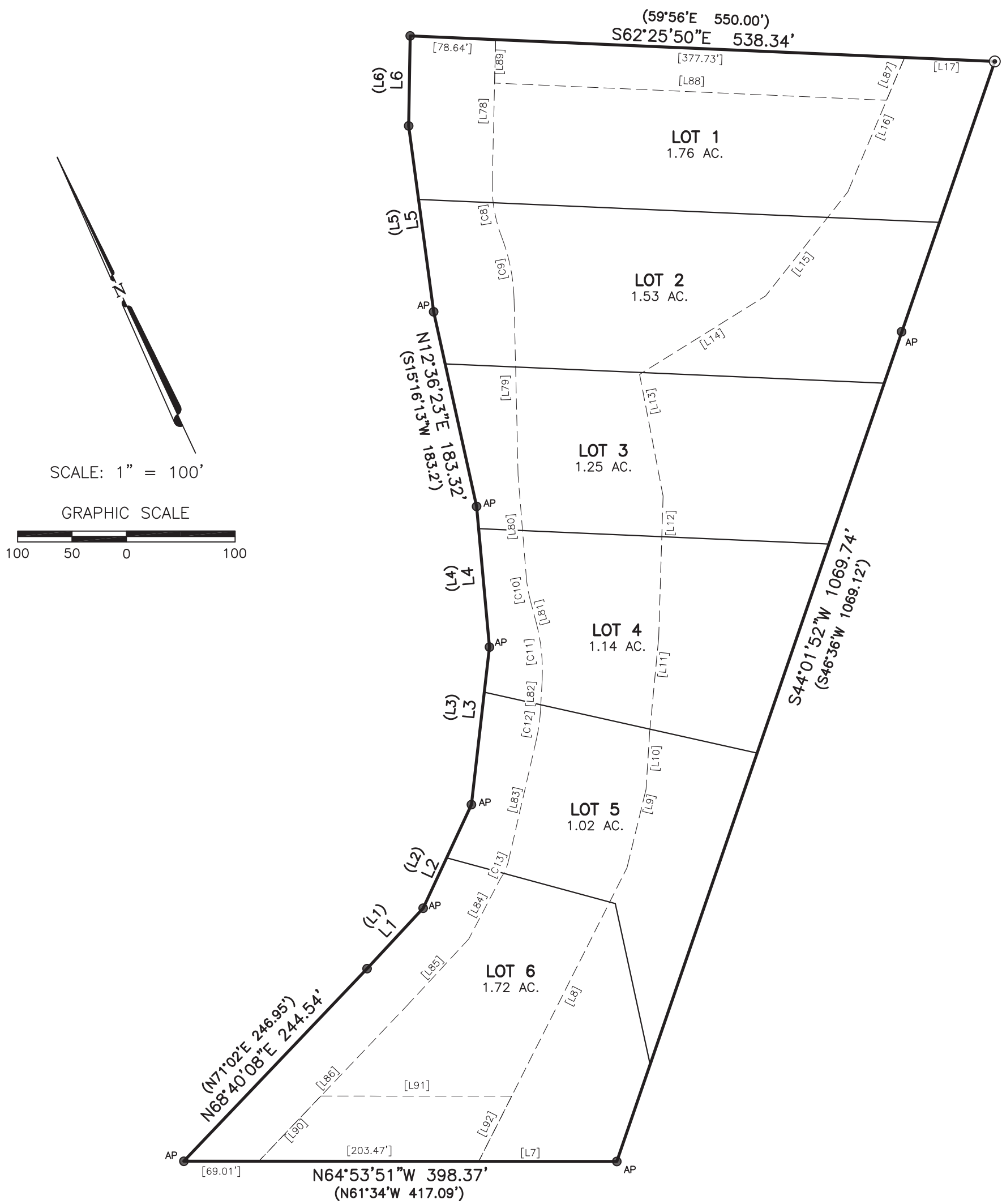
Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.: 1573-001
DRAWING NO.: 1573-001-PLr6LT
PLOT DATE: 08/30/2022
PLOT SCALE: 1"=100'
DRAWN BY: RGH/PAQ
SHEET 02 OF 05

FINAL PLAT
MOORE ESTATES SUBDIVISION
TRAVIS COUNTY, TEXAS

CONSERVATION EASEMENT DETAIL



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
[L7]	N64°53'51"W	95.30'
[L8]	N51°51'51"E	302.41'
[L9]	N38°43'24"E	74.49'
[L10]	N28°39'13"E	52.15'
[L11]	N30°31'09"E	87.01'
[L12]	N26°51'11"E	130.90'
[L13]	N14°08'21"E	114.03'
[L14]	N83°09'45"E	136.55'
[L15]	N63°24'00"E	122.01'
[L16]	N47°58'09"E	134.14'
[L17]	S62°25'50"E	83.03'

C.E. LINE TABLE		
LINE	BEARING	DISTANCE
[L78]	S26°23'34"W	132.01'
[L79]	S23°44'59"W	161.53'
[L80]	S20°26'19"W	93.06'
[L81]	S10°11'19"W	20.34'
[L82]	S28°06'08"W	26.66'
[L83]	S38°01'20"W	113.08'
[L84]	S52°43'24"W	62.99'
[L85]	S67°54'53"W	83.99'
[L86]	S68°40'08"W	197.32'
[L87]	S47°58'09"W	42.68'
[L88]	N62°25'50"W	360.97'
[L89]	S26°23'34"W	40.01'
[L90]	S68°40'08"W	82.81'
[L91]	N64°53'51"W	175.54'
[L92]	N51°51'51"E	67.20'

CONSERVATION EASEMENT CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C8	129.25'	22°26'57"	50.64'	S15°10'05"W	50.32'
C9	170.75'	19°53'11"	59.26'	S13°53'13"W	58.97'
C10	129.25'	10°15'00"	23.12'	S15°18'49"W	23.09'
C11	170.75'	17°54'49"	53.39'	S19°08'44"W	53.17'
C12	170.75'	9°55'12"	29.56'	S33°03'44"W	29.53'
C13	45.75'	22°29'52"	17.96'	S49°16'17"W	17.85'



Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1573-001

DRAWING NO.:
1573-001-PLr6LT

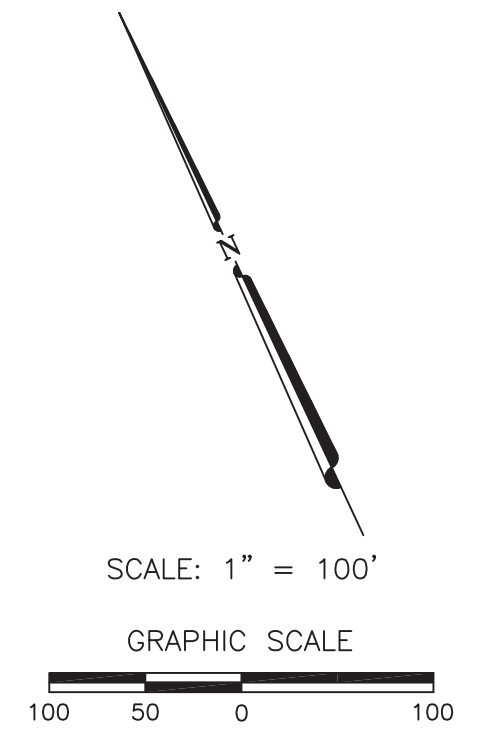
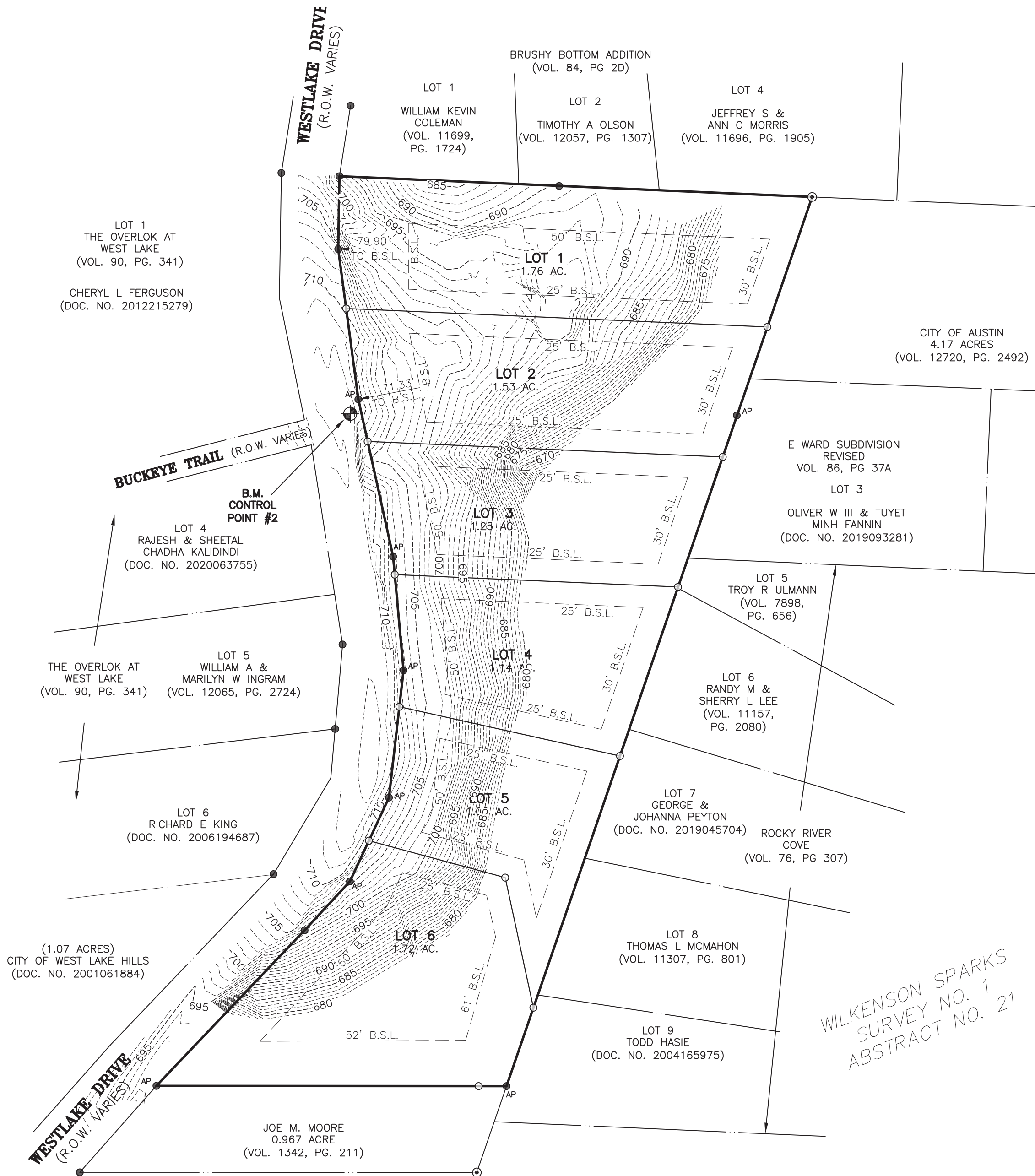
PLOT DATE:
08/30/2022

PLOT SCALE:
1"=100'

DRAWN BY:
RGH/PAQ

SHEET
03 OF 05

FINAL PLAT MOORE ESTATES SUBDIVISION TRAVIS COUNTY, TEXAS



WILKENS SPARKS
SURVEY NO. 1
ABSTRACT NO. 21

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.: 1573-001
DRAWING NO.: 1573-001-PLr6LT
PLOT DATE: 08/30/2022
PLOT SCALE: 1"=100'
DRAWN BY: RGH/PAQ
SHEET 04 OF 05

PRELIMINARY PLAN
MOORE ESTATES SUBDIVISION
TRAVIS COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, Robin Mallory Moore, Doyle Randall Moore and Sherry Moore Waldrop, beneficiaries under Doyle H. Moore Family Trust, by virtue of a Warranty Deed recorded in Document No. Volume 13112, Page 289, Deed Records of Travis County, Texas are the owners of that certain 8.423 acre tract of land (called 7.875 acres) in the Wilkerson's Spark Survey No. 1 in Travis County, Texas; and

WHEREAS, in consideration of the conveyance of certain right-of-way deeds to the City of West Lake Hills for the widening and improvement of Westlake Drive, the City of West Lake Hills, City Council passed and adopted Ordinance No. 55B approving the division of said Property containing 8.423 acres of land more or less after the conveyance of said right-of-way deeds into eight single family residential lots with variances to build a single family home on each lot in accordance with the then applicable building and zoning regulations;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, the undersigned Trust beneficiaries, owners of the land shown on this plat and described herein and named herein as the Moore Estates Subdivision of the City of West Lake Hills, Travis County, Texas hereby subdivide said property in accordance with the requirements of Ordinance 55B of the City of West Lake Hills, Travis County, Texas and do hereby dedicate to the use of the Public, the drainage ways, the utility easements, and access easements for utility and emergency vehicle access as shown thereon for the purposes and consideration expressed.

WITNESS BY HAND this _____ day of _____ 2022

Robin Mallory Moore

Doyle Randall Moore

Sherry Moore Waldrop
604 Lisa Drive, Austin
Texas 78733

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robin Mallory Moore, 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 _____ day of _____, 2021.

Notary Public in and for Travis County, Texas

Commission Expires

WITNESS BY HAND this _____ day of _____ 2022

Robin Mallory Moore

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Doyle Randall Moore, 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 _____ day of _____, 2021.

Notary Public in and for Travis County, Texas

Commission Expires

WITNESS BY HAND this _____ day of _____ 2022

Doyle Randall Moore

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: _____

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: _____

City Administrator, City of West Lake Hills, Texas

I, the undersigned, City Arborist of the City of West Lake Hills, Texas, hereby certify that this subdivision conforms to all the oak wilt requirements of the City of West Lake Hills Code of Ordinances, for which my approval is required.

DATED: _____

City Arborist, City of West Lake Hills, Texas

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

DATED: _____

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 _____ DAY OF _____ 2022.

MAYOR, CITY OF WEST LAKE HILLS, TEXAS

ATTEST:

CITY SECRETARY

STATE OF TEXAS

COUNTY OF TRAVIS

I, Robert C. Thompson, P.E., am authorized under the State of Texas to practice 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. 48453 C0445K, dated January 22, 2020.

DATED: 08/30/2022

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: _____

Paul J. Flugel, R.P.L.S. 5096
Chaparral Professional Land Surveying, Inc.
Firm No. 10124500
3500 McCall Lane
Austin, Texas 78744
(512) 443-1724

PLAT NOTES:

- ALL LOTS IN THIS SUBDIVISION ARE PLANNED TO BE CONNECTED TO THE CITY OF WESTLAKE HILLS PUBLIC SEWER SYSTEM.
- ACCESS TO THESE LOTS IS ONLY TO BE FROM THE JOINT USE ACCESS EASEMENT AND LIMITED TO ONLY TWO LOCATIONS, THOSE LOCATIONS BEING APPROXIMATELY AT THE TWO LOCATIONS SHOWN ON THE FACE OF THE PLAT.

THE PRIVATE DRIVE JOINT USE ACCESS EASEMENT (J.U.A.E.) AND WASTEWATER EASEMENT (W.W.E.) SHOWN ON THE PLAT SHALL BE A TWO WAY J.U.A.E. AND W.W.E. FOR THE BENEFIT OF EACH LOT OWNER AND SHALL BE MAINTAINED BY THE MOORE ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE DECLARATION OF CODES, COVENANTS AND RESTRICTIONS THEREOF RECORDED IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. BUILDING OF SUCH PRIVATE DRIVE AND ALL OTHER UTILITY INFRASTRUCTURE SERVING THE SUBDIVISION 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. THE CITY OF WEST LAKE HILLS, TEXAS, ASSUMES NO RESPONSIBILITY TO BUILD ANY OF THE PRIVATE DRIVES, DRAINAGE OR OTHER UTILITY INFRASTRUCTURE SHOWN ON THIS PLAT.

- 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.

4. DUE TO COMPROMISES ON EMERGENCY ACCESS AGREED UPON, LOTS 1 TO 6 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.

5. 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).

6. 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. IF ADDITIONAL FIRE FLOW REDUCTIONS ARE NEEDED, THEY MIGHT BE OBTAINED THROUGH CONSULTATION WITH THE EMERGENCY SERVICE DISTRICT NO. 9, TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10, AND THE CITY OF WEST LAKE HILLS, TEXAS.

7. NO PARKING ON THE J.U.A.E. DRIVEWAY OR SHOULDER IS ALLOWED SO THAT IT MAY REMAIN OPEN FOR EMERGENCY VEHICLES. TO FACILITATE THIS REQUIREMENT THE ENTIRE J.U.A.E. DRIVEWAY SHALL BE PAINTED WITH RED FIRE LANE/TOW AWAY ZONE STRIPING AND SHALL HAVE NO PARKING SIGNAGE.

8. INTENTIONALLY DELETED

9. IMPERVIOUS COVER SHALL NOT EXCEED THE MAXIMUM PERCENTAGE PERMITTED UNDER CITY ORDINANCE.

10. LOTS IN THIS SUBDIVISION ARE LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE AND SUBJECT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS RULES 31, TEXAS ADMINISTRATIVE CODE (TAC) 313, AS AMENDED. NO BUILDING PERMIT WILL BE ISSUED BY THE CITY OF WEST LAKE HILLS UNTIL THE PERMITTING 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 WITH THE PERMITTING REQUIREMENTS OF THE EDWARDS AQUIFER RULES FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY UNLESS THEY MEET THE <20% IC EXEMPTION WHERE THE TCEQ ISSUES NO REVIEW.

STATE OF TEXAS

COUNTY OF TRAVIS

I, Rebecca Guerrero, Clerk of the County Court of Travis County, Texas, do hereby certify that on the _____ day of _____, 2022 A.D., the Commissioners Court of Travis County, Texas, passed an Order authorizing the filing for record of this plat, and that said Order has been entered into the Minutes of Said Court, as Document No. _____.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, this _____ day of _____, A.D. 2022

Clerk of the County Court, Travis County, Texas

BY: _____

Deputy

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

I, Rebecca Guerrero, Clerk of the County Court of Travis County, Texas, do hereby certify that the foregoing instrument with its Certification of Authentication was filed in my office at _____ O'clock ____M on the _____ day of _____, 2022, A.D., and duly recorded at _____ O'clock ____M on the day of _____, 2022 A.D. in the Plat Records of Travis County, Texas, as Document No. _____.

WITNESS MY HAND AND SEAL OF THE COURT OF TRAVIS COUNTY, TEXAS, this _____ day of _____, 2022, A.D.

Clerk of the County Court, Travis County, Texas

BY: _____

Deputy

STATE OF TEXAS

COUNTY OF TRAVIS

Filed for record this _____ day of _____, 2022, A.D., at _____ O'clock ____M.

Clerk of the County Court, Travis County, Texas

BY: _____

Deputy

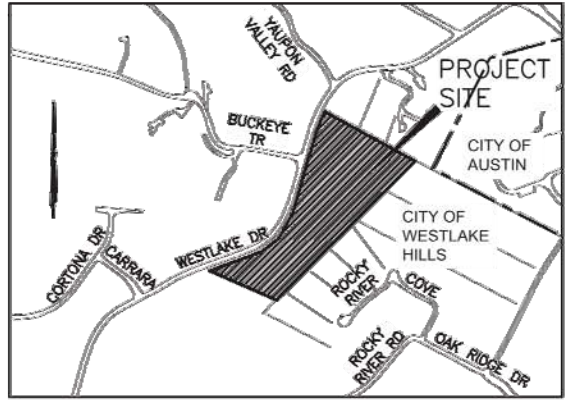
Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

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RGH/PAQ
SHEET
2 of 2

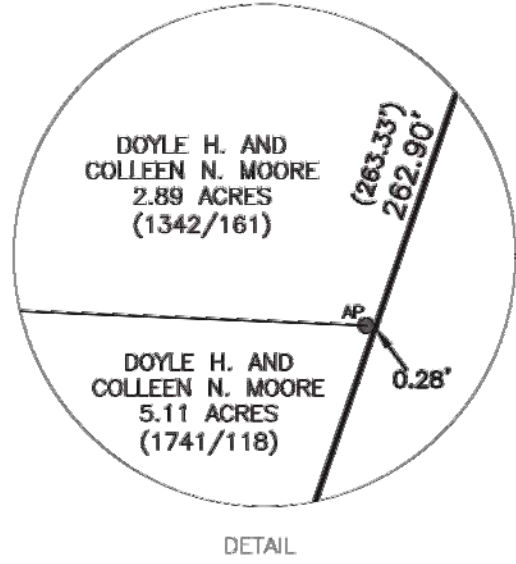
PRELIMINARY PLAN

MOORE ESTATES SUBDIVISION

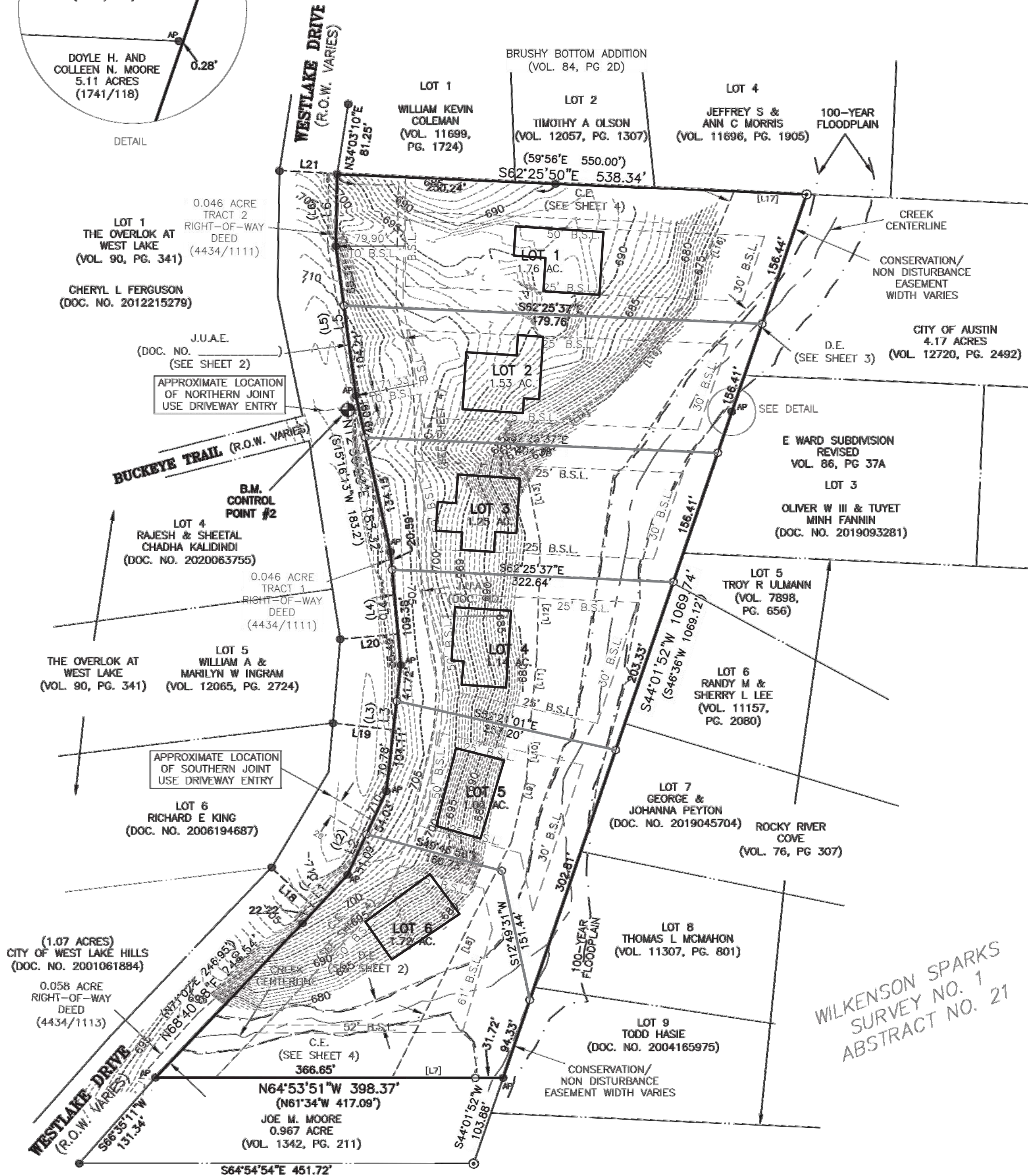
TRAVIS COUNTY, TEXAS



VICINITY MAP
N.T.S.



DETAIL



WILKINSON SPARKS
SURVEY NO. 1
ABSTRACT NO. 21



SCALE: 1" = 100'



LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
● ^{AP}	1/2" REBAR WITH "ALL POINTS" CAP FOUND
⊙	1/2" IRON PIPE FOUND
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
⊕	CONTROL POINT/BENCHMARK LOCATION
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PRIVATE UTILITY EASEMENT
J.U.A.E.	JOINT USE ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
C.E.	CONSERVATION EASEMENT
R.O.W.	RIGHT-OF-WAY
()	RECORD INFORMATION
---	100-YEAR FLOODPLAIN
---	CREEK CENTERLINE

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "2".

60D NAIL SET

SURFACE COORDINATES:
N 10079317.86
E 3095758.07

TEXAS STATE PLANE COORDINATES:
N 10078310.03
E 3095448.53

ELEVATION = 612.32'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999900010
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000100
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
THETA ANGLE: 0°00'00"

BENCHMARK INFORMATION:

BM: 60D Nail set on the east side of Westlake Dr. at the end of Buckeye Trail +/- 5' from edge of asphalt. OPUS POINT CHAPARRAL CONTROL POINT #2 (SEE NOTE ABOVE)

ELEVATION = 612.32'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

LOT SUMMARY TABLE

LOT	ACRES	(MIN)
LOT 1	1.76 ACRES	643
LOT 2	1.53 ACRES	647
LOT 3	1.25 ACRES	650
LOT 4	1.14 ACRES	655
LOT 5	1.02 ACRES	670
LOT 6	1.72 ACRES	679
TOTAL: 8.42 ACRES		

LOT PROPERTY LINE TABLE

LINE TABLE			(RECORD LINE TABLE)	
LINE	BEARING	DISTANCE	LINE	(RECORD BEARING)
L1	N67°54'53"E	75.81'	(L1)	(N70°22'59"E 75.8')
L2	N50°02'50"E	105.11'	(L2)	(N52°38'59"E 105.0')
L3	N31°35'25"E	145.82'	(L3)	(N34°13'59"E 145.7')
L4	N19°50'11"E	129.90'	(L4)	(N22°16'59"E 129.8')
L5	N17°24'34"E	172.52'	(L5)	(N19°15'42"E 172.3')
L6	N26°02'52"E	82.79'	(L6)	(N28°31'59"E 83.2')
L18	N22°05'07"W	69.14'		
L19	N58°24'35"W	69.70'		
L20	N70°09'49"W	66.35'		
L21	N61°37'48"W	66.13'		

DATE OF PREPARATION: February 22, 2021

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
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DRAWN BY:
RGH/PAQ
SHEET
1 of 2



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	November 22, 2022	Item Number:	5
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

902 Live Oak Circle (Amended Plat of Lot 20 and Lot 34, Mayo Addition): Discuss and consider action on a request for an amended plat, Amended Plat of Lot 20 and Lot 34, Mayo Addition, 900 Live Oak Ridge Road, and 902 Live Oak Circle, combining two lots into a single lot (Chapter 36 of the West Lake Hills Code). Applicants Jason and Jessica Karp.

Recommendation

Staff recommends approval of the proposed amended plat. It is combining two platted lots into one and is ministerial per Texas Local Government Code.

ZAPCO voted to recommend approval unanimously.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Jason and Jessica Karp
Legal Description: Lot 20 and Lot 34 (4.06 acres) Mayo Addition
Lot Size: 4.06 acres (243,963.00 square feet)
Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

The owners are seeking to combine the two lots they own into one. This is an amended plat that meets all required state and local codes.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

This request will not change the subdivision, as it is an amended plat.

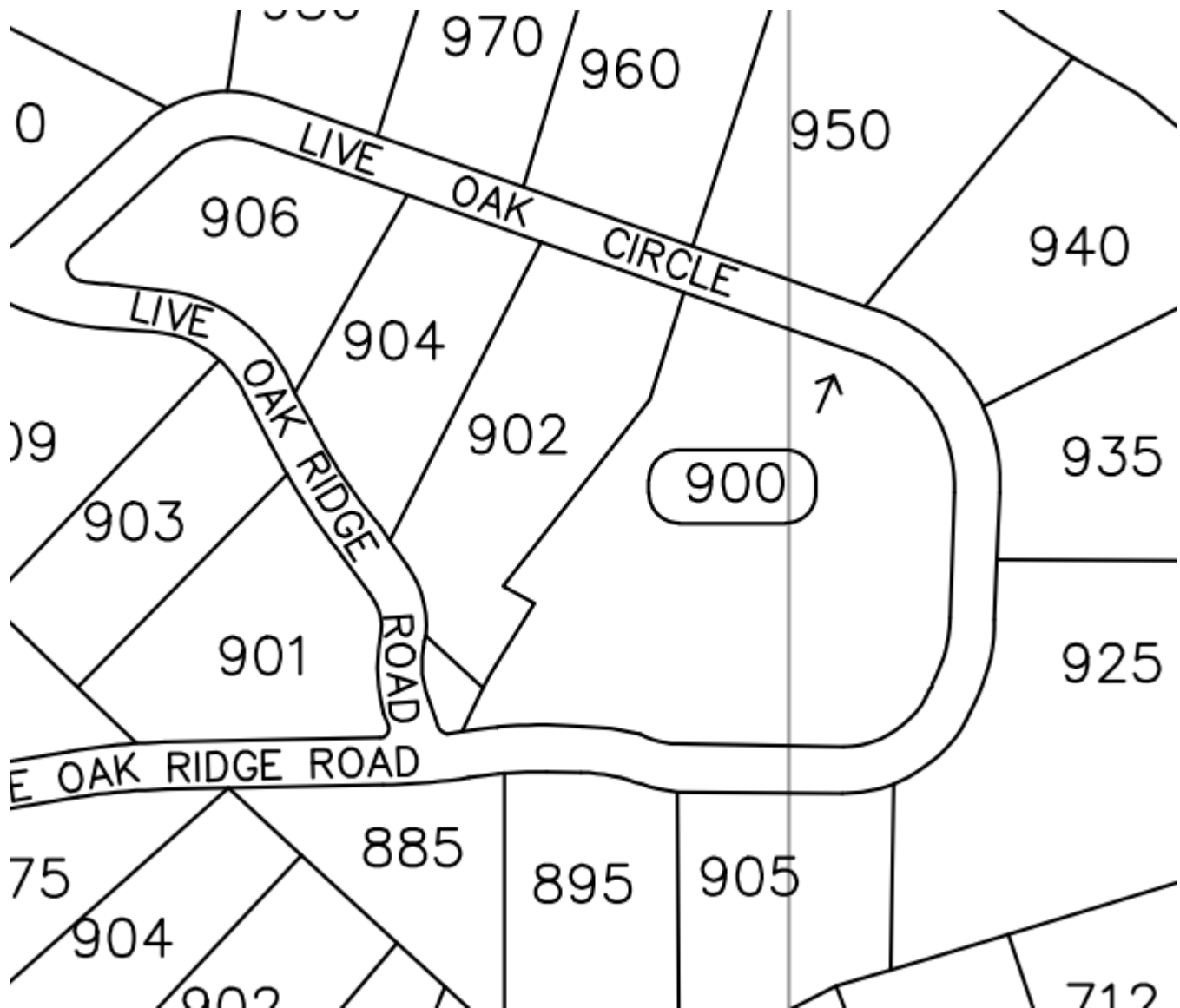
Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Chapter 36 Subdivisions](#)
- [Texas Local Government Code Chapter 212: Municipal Regulation of Subdivisions and Property Development](#)

Zoning:



Aerial:



Approved By		
Department Head	<i>Signature</i> Ashby Grundman	<i>Date</i> 11/18/2022
City Administrator	<i>Signature</i> Trey Fletcher	<i>Date</i> 11/18/2022



September 20, 2022

Mr. Robert Meisel
Chairman
Zoning and Planning Commission
City of West Lake Hills 610 Opperman Drive
Eagan, MN 55123

Re: Minor plat: 900 Live Oak Circle
 902 Live Oak Ridge Road

Dear Mr. Meisel:

This letter accompanies a request on behalf of Jason and Jessica Karp, owners of the adjoining properties located at 900 Live Oak Circle and 902 Live Oak Ridge Road, to re-plat those two lots into a single lot.

We have submitted through the online portal a surveyor's draft of the proposed minor plat. The proposed modification will have no impact on wastewater, traffic, utilities or other government-supported services. There are no existing or proposed covenants or restrictions, nor do we propose any. The purpose of the consolidation is administrative; the owners intend to improve the lots and, although no plans have as yet matured sufficiently to seek the City's approval, construction design and planning depend upon re-platting these lots into a single parcel.

At the time of this submission, no tax certificates for either parcel were available. We will submit those after confirming with City Staff that this Commission requires the certificate for consideration of this request.

Thank you for the Commission's consideration. If you have any questions or need additional information, please allow me to be of whatever assistance I can.

Sincerely,

Jack Stick
Jack Stick

JDS:tbs

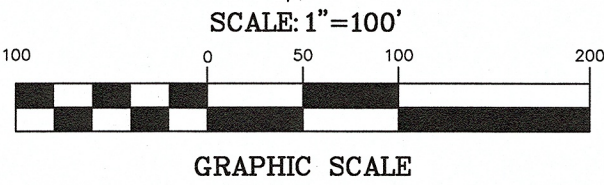
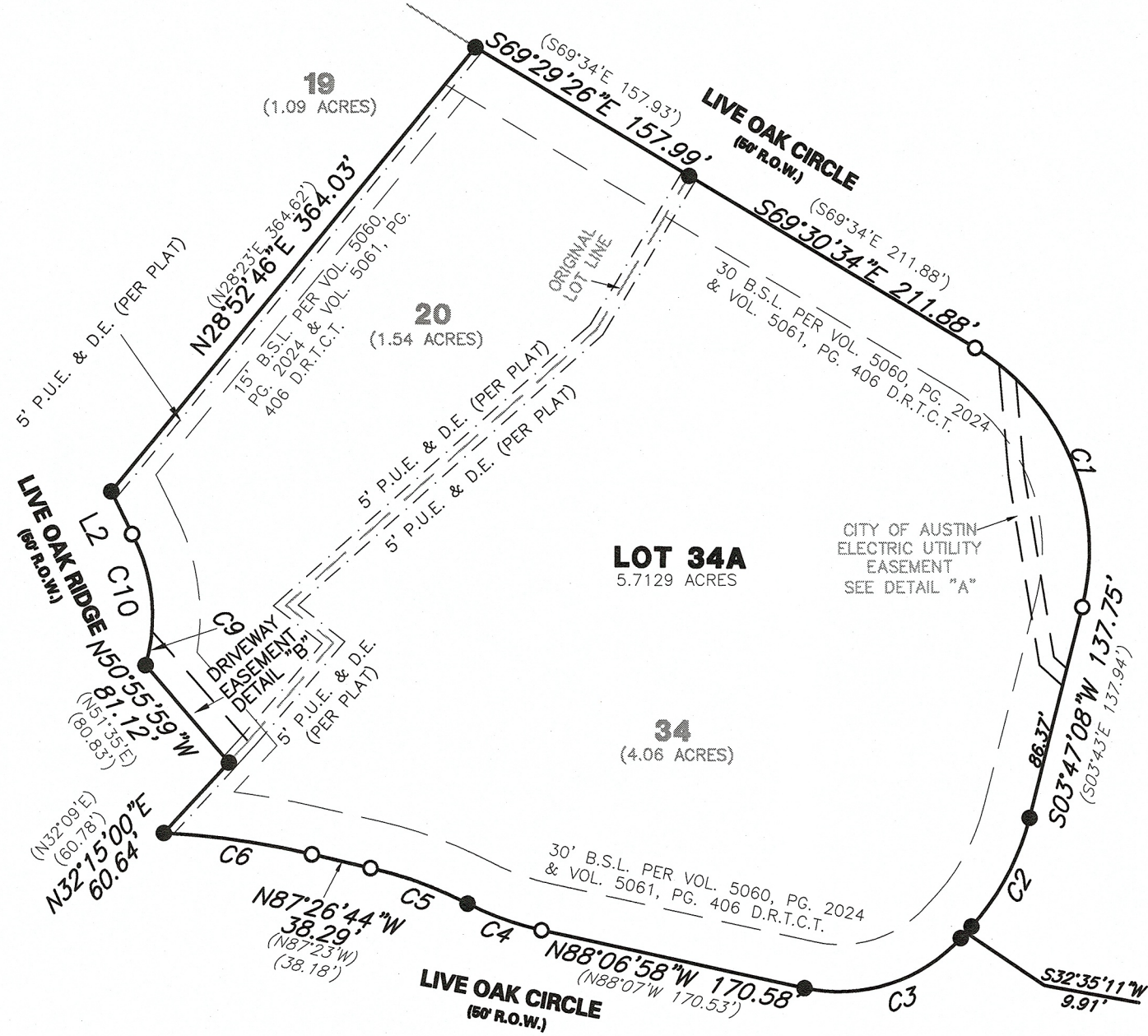
 Suite E240/624
3801 North Capital of Texas Highway
Austin, Texas 78746

 512-710-6000

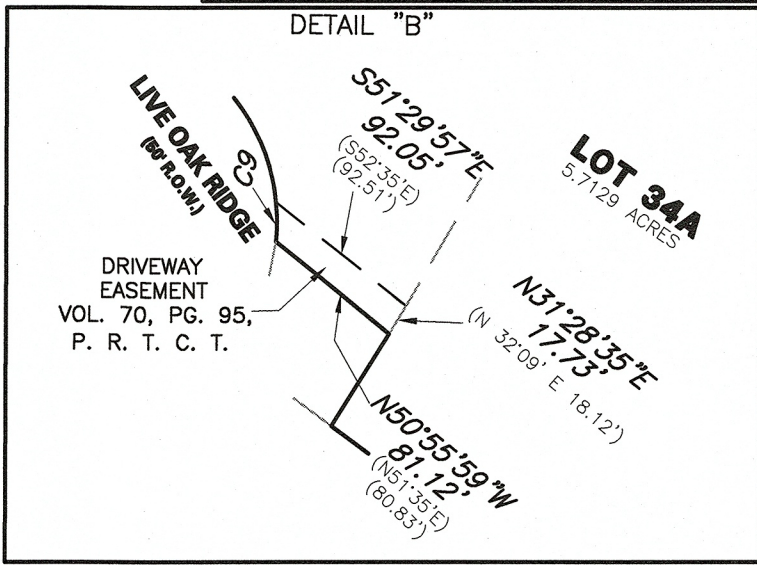
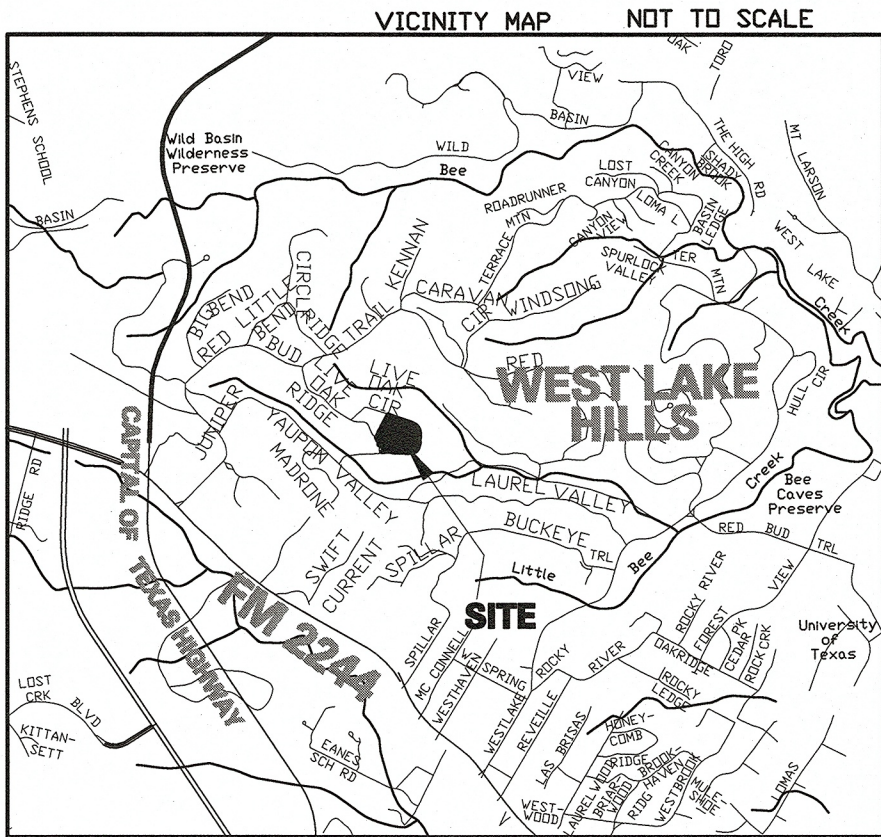
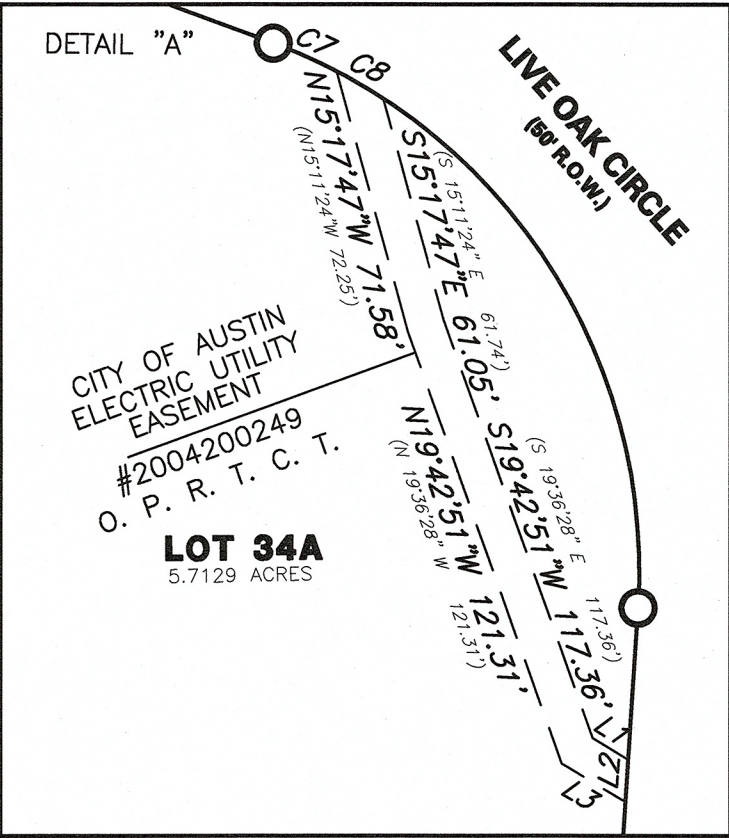
 jstick@verislaw.net

 www.verislaw.net

AMENDED PLAT OF LOTS 20 AND 34,
MAYO ADDITION



Surveyor's Note:
Bearings shown hereon are based on MAYO ADDITION,
as recorded in Vol. 70, Pg. 195, Plat Records, Travis
County, Texas.



OWNER'S CERTIFICATION
STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:

THAT JASON KARP AND JESSICA KARP, BEING THE OWNERS OF LOT 20, MAYO ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS RECORDED IN BOOK 70, PAGE 95, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AS CONVEYED TO US BY DOC. NO. 2021120301, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND THE OWNERS OF LOT 34, MAYO ADDITION, AS CONVEYED TO US BY DOC. NO. 2019029735, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY AMEND SAID LOTS 20 AND 34, PURSUANT TO CHAPTER 212.016 OF THE LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS **AMENDED PLAT OF LOTS 20 & 34, MAYO ADDITION**, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS OUR HANDS THIS ____ DAY OF _____, 20__

JASON KARP
902 LIVE OAK RIDGE ROAD
WEST LAKE, TX 78746

JESSICA KARP
902 LIVE OAK RIDGE ROAD
WEST LAKE, TX 78746

STATE OF TEXAS
COUNTY OF TRAVIS
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JASON KARP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: _____

DATE NOTARY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF TRAVIS
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JESSICA KARP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: _____

DATE NOTARY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

I, PAUL UTTERBACK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 25, 1999 OF THE AUSTIN LAND DEVELOPMENT CODE; IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; AND WAS PREPARED FROM AN ACTUAL SURVEY, MADE UNDER MY SUPERVISION PERFORMED ON THE GROUND, OF THE PROPERTY.

PAUL UTTERBACK
R.P.L.S. NO. 5738
SURVEYED BY:
ATS ENGINEERS, INSPECTORS & SURVEYORS
TBPLS FIRM REG. #10126000
4910 WEST HWY. 290
AUSTIN, TX 78735
(512) 328-6995

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE FULL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE ____ DAY OF ____ 20__.

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE ____ DAY OF _____, 20__, AD.

GREG GUERNSEY, DIRECTOR
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

LINE DATA			
NO.	BEARING	DISTANCE	RECORD
L1	S 58°52'14" E	11.16'	(S 58°45'51" E, 11.12')
L2	S 03°47'08" E	11.25'	(S 03°55'54" W, 11.25')
L3	N 58°52'14" W	19.88'	(N 58°45'51" W, 19.84')

CURVE DATA					
NO.	RADIUS	DELTA	ARC	CHORD (BRG. & DIST.)	RECORD CHORD
C1	149.25'	73°20'34"	191.05'	S 32°55'21" E, 178.27'	(S 32°52' E, 178.50')
C2	161.02'	28°01'46"	78.77'	S 17°59'51" W, 77.99'	(S 17°51' W, 77.90')
C3	104.07'	60°00'00"	108.98'	S 61°53'00" W, 104.07'	(S 61°53' W, 104.07')
C4	188.71'	15°09'07"	49.90'	N 80°36'37" W, 49.76'	(N 80°32' W, 49.75')
C5	262.20'	14°23'29"	65.86'	N 80°08'48" W, 65.59'	(N 80°10' W, 65.80')
C6	529.76'	10°14'37"	94.71'	S 87°32'16" W, 94.59'	(S 87°50' W, 94.64')
C7	149.25'	07°00'19"	18.25'	S 66°05'29" E, 18.24'	(S 65°58'27" E, 17.71')
C8	149.25'	05°28'26"	14.26'	N 59°51'06" W, 14.25'	(S 59°50'29" E, 14.23')
C9	110.85'	11°25'40"	22.11'	N 01°22'38" E, 22.07'	(N 01°14'19" E, 22.61')
C10	110.85'		85.69'	N 16°14'22" W, 83.57'	(S 14°39' E, 82.09')

LEGEND	
	1/2" (IRF) IRON ROD FOUND (unless noted)
	1/2" (IRS) IRON ROD SET "ATS ENGINEERS"
	B.S.L. BUILDING SET BACK LINE
	P.U.E. PUBLIC UTILITY EASEMENT
	O.P.R.T.C.T. OFFICIAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
	D.R.T.C.T. DEED RECORDS TRAVIS COUNTY TEXAS
	R.O.W. RIGHT-OF-WAY
	() RECORD INFORMATION
	D.E. DRAINAGE EASEMENT

SURVEYOR'S CERTIFICATION

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE ZONING AND PLANNING COMMISSION OF THE CITY OF WEST LAKE HILLS, TEXAS AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL.

ROBERT MEISEL
ZAPCO CHAIRPERSON

APPROVED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS.

DATE THIS ____ DAY OF ____
2022 A.D.

LINDA ANTHONY
MAYOR OF THE CITY OF WEST LAKE HILL, TEXAS

ATTEST:

TERRY BLANCHARD
CITY SECRETARY

COUNTY CLERK'S CERTIFICATION:

STATE OF TEXAS:
COUNTY OF TRAVIS:
I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____ 20__ A.D., AT ____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF ____ 20__ A.D., AT ____ O'CLOCK ____ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER ____ OFFICIAL RECORDS OF TRAVIS COUNTY. WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF ____ 20__ A.D.

REBECCA GUERRERO, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

ATS Engineers
Inspectors
& Surveyors
www.ats-engineers.com
TBPLS FIRM REG. #10126000
4910 West Hwy 290
AUSTIN, TEXAS 78735
(512) 328-6995
FAX: (512) 328-6996

CURVE DATA

1	74°38'	127°08'	7°40'	23°22'	60°20'	60°20'	11°44'	49°57'	49°57'	28°50'
I	161.15'	106.30'	261.78'	311.68'	108.30'	118.30'	60.15'	110.85'	110.85'	111.15'
R	18.58'	29.55'	36.00'	168.01'	168.15'	118.85'	134.55'	145.17'	23.61'	51.41'
T	21.03'	36.61'	36.03'	168.75'	177.22'	124.67'	135.15'	145.43'	26.64'	53.05'
A										
12	28°30'	52°22'	10°47'	8°13'	8°13'	37°20'	37°20'	22°24'	27°36'	4°21'
I	161.15'	15.00'	10.00'	72.112'	67.12'	143.40'	93.40'	15.18'	20.86'	154.43'
R	41.42'	13.12'	13.22'	51.80'	48.20'	48.45'	31.66'	20.00'	20.00'	60.00'
T	50.24'	19.75'	15.95'	103.32'	96.16'	91.70'	59.79'	27.69'	28.87'	119.51'
A	81.09'	21.56'	18.46'	103.41'	96.24'	93.44'	60.56'	50.93'	31.89'	119.54'
23	30°36'	48°54'	45°30'	2°20'	14°25'	14°25'	15°03'	60°00'	60°00'	33
I	219.32'	66.58'	212.99'	1505.85'	262.20'	212.20'	185.71'	238.71'	104.07'	154.07'
R	60.00'	80.00'	84.97'	30.66'	33.16'	26.84'	26.08'	31.74'	60.08'	68.25'
T	115.75'	54.62'	157.85'	61.32'	65.80'	58.25'	49.75'	62.94'	104.07'	154.07'
A	117.13'	56.31'	161.71'	61.32'	65.80'	58.25'	49.75'	62.94'	104.07'	154.07'
34	28°00'	73°27'	73°27'	60°36'	60°36'	10°15'	10°15'	8°00'	60°00'	33
I	211.09'	148.25'	109.25'	136.23'	86.23'	86.23'	86.23'	86.23'	86.23'	86.23'
R	52.63'	111.35'	148.65'	79.61'	60.89'	47.51'	43.03'	48.04'	40.15'	40.15'
T	102.18'	178.50'	238.85'	137.46'	87.01'	84.64'	85.71'	95.83'	77.90'	77.90'
A	103.16'	181.33'	266.43'	144.09'	91.20'	94.77'	86.83'	95.92'	78.69'	78.69'

STATE OF TEXAS:

COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS:

That I, N.E. Mayo, the owner of those certain tracts of land out of the T.J. Chambers Survey No. 504 in Travis County, Texas, conveyed to me by deeds of record in Vol. 5013 at Pg. 287 and Vol. 5014 at Pg. 287, do hereby subdivide said tracts in accordance with the attached plat, said subdivision to be known as MAYO ADDITION, and I do hereby dedicate to the public the streets, greenbelt, and easements as shown hereon.

WITNESS MY HAND, this the 9th day of September, A.D. 1974.

N.E. Mayo
N.E. Mayo

STATE OF TEXAS:

COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared N.E. Mayo, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of September, A.D. 1974.

[Signature]
Notary Public in and for Travis Co., TX.

APPROVED BY THE ZONING AND PLANNING COMMISSION OF THE CITY OF WEST LAKE HILLS, TEXAS on the 27 day of August, A.D. 1974.

[Signature]
Chairman

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS on the 1 day of October, A.D. 1974.

[Signature]
Secretary

[Signature]
Mayor

Each house constructed in this subdivision shall be connected to a septic tank of a design approved by the State Health Department and shall be installed in accordance with the regulations of the Austin-Travis County Health Department and West Lake Hills City Ordinance No. 108, Pages 11 and 12, in regard to septic tanks. This restriction is enforced by the City of West Lake Hills and Austin-Travis County Health Department. Septic tanks (or other private sewage facility) may not be used on any lot in this subdivision unless a license is first obtained from the City of West Lake Hills for the particular septic tank system (or other private sewage facility) and lot.

The Deed Restrictions to this Addition limit the utilization of property within twenty-five feet either side of the center of the Creek on Lots 21 through 33, inclusive.

FILED FOR RECORD on the 20 day of November, A.D. 1974 at 3:00 o'clock P.M.

Doris Shropshire, County Clerk, Travis County, Texas

By *[Signature]* Deputy

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

I, Doris Shropshire, Clerk of County Court within and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 20 day of November, A.D. 1974 at 3:00 o'clock P.M. and duly recorded on the 20 day of November, A.D. 1974 at 3:00 o'clock P.M. in the Plat Records of Travis County, Texas in Book 70 Page 65.

WITNESS MY HAND AND SEAL OF OFFICE the date last written above.

Doris Shropshire, County Clerk, Travis County, Texas

By *[Signature]* Deputy

EASEMENTS:

An easement of five (5) feet in width off the rear and sideline of all lots in this subdivision is hereby dedicated for public utilities and drainage.

SURVEYED BY: *[Signature]* B.F. Priest, Reg. Public Surveyor

Date: July, 1974



MAYO ADDITION





City of West Lake Hills

City Council

AGENDA REPORT

Meeting Date:	November 22, 2022	Item Number:	7
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

1000 Live Oak Circle: Discuss and consider action on a variance request for a front yard fence setback encroachment (Section 22.03.173 of the West Lake Hills Code). Applicant Alexis Viator.

Recommendation

Staff recommends approval of the proposed front yard fence variance.

ZAPCO voted to recommend approval unanimously.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Marcelo Antunes and Lauren Viator

Legal Description: Lot 1, Mayo Addition

Lot Size: 1.0600 acres (46,173.60 square feet)

Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

This item was postponed at the last meeting to determine the location of the property line to make sure the fence is located on the property, and outside of the right-of-way. It was determined that the fence needs to be 21 feet from the edge of pavement to comply with this, and the applicant has amended their request to comply with this. There are new photos included in the packet that show the proposed location of the fence.

The proposed fence is a 6-foot tall wrought iron fence.

Previous Staff Report:

There is currently a single-family residence on the lot. The applicant is proposing a front yard fence along Live Oak that would be 18 feet from the edge of pavement, a 12-foot encroachment into the front yard fence

setback. There is an existing sport court and secondary driveway on Live Oak Ridge, and if the fence was to be 30 feet from the edge of pavement would be right in the middle of the sport court. There is also a safety concern, as you can see by the photos provided that vehicles park there and park along the street. This will provide security for the sport court.

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.

Fencing in our yard including the basketball court would make a huge difference in securing a safe area for my kids and family to play. We would not have to worry about our children running into the street where there are constant construction workers, trucks and other traffic coming and going. Most importantly we would not have to worry about cars/ trucks entering onto our property and invading the area that we spend most of our time playing outside. This is a constant concern for us as parents and it would give us such a piece of mind knowing they are safer.

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

We plan on leaving all trees and existing flora as much as possible and working around them. We also plan on planting more shrubs where the iron fence would be installed by the road. There is a beautiful huge oak tree right off the driveway of the basketball court that we would work around. Because of where it is located on the property this is another reason why we need the variance at 18ft. We would be able to put the fence right before the tree while blocking the driveway and still have enough space to play basketball and such.

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

We considered trying to fence in the court at the 30ft easement but it would be difficult to play. The fence would be on the basketball court and would prevent us from being able to use it properly. The other issue is the giant oak tree (see pics) that is there. We do not wish to tear it down, so this puts us at 18ft easement in order to preserve the tree and go around it.

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

This request to put the fence at 18ft from the road is the most distance we can achieve it in order to satisfy the space that already exists. At this distance it would allow the driveway to be blocked, the tree to not be cut down and the basketball court to still be a usable play area for our family.

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

We plan on constructing a 6ft wrought iron fence at the road (Live Oak Ridge) and a 6ft wood privacy fence at the back of the property. I believe this is staying within the regulations and the look of the neighborhood and does not violate the City's Comprehensive Plan.

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

I believe that our variance will not interfere with our neighbors properties as we are keeping within the look of the neighborhood and houses nearby. We are also keeping the fence on our property line.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

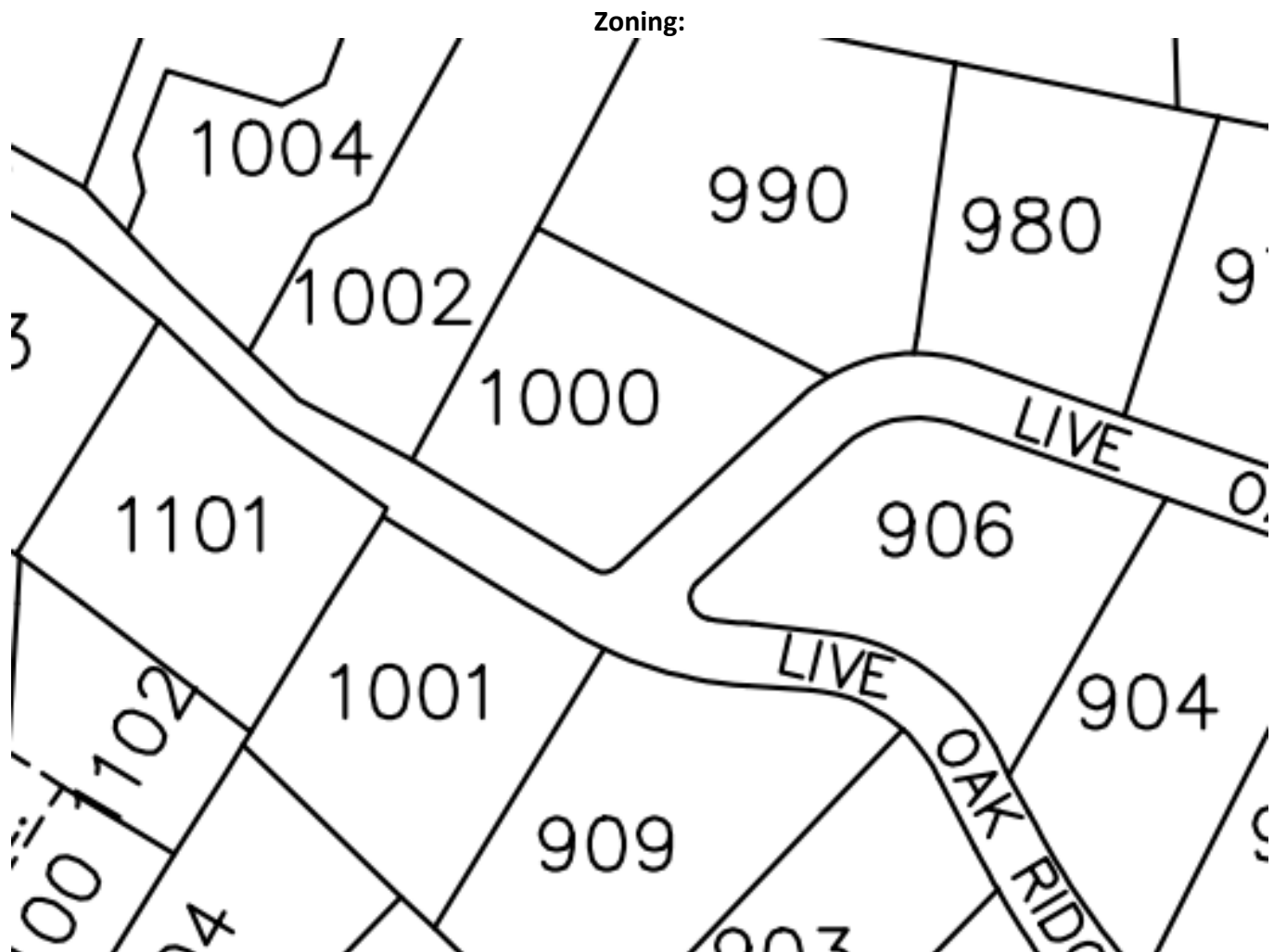
This request will not change the subdivision.

Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Sec. 22.03.514](#) [Criteria and process required for granting variance](#)
- [Sec. 22.03.173](#) [Fences](#)



Aerial:



Approved By		
	<i>Signature</i>	<i>Date</i>
Department Head	Ashby Grundman	11/18/2022
	<i>Signature</i>	<i>Date</i>
City Administrator	Trey Fletcher	11/18/2022

Ashby Grundman

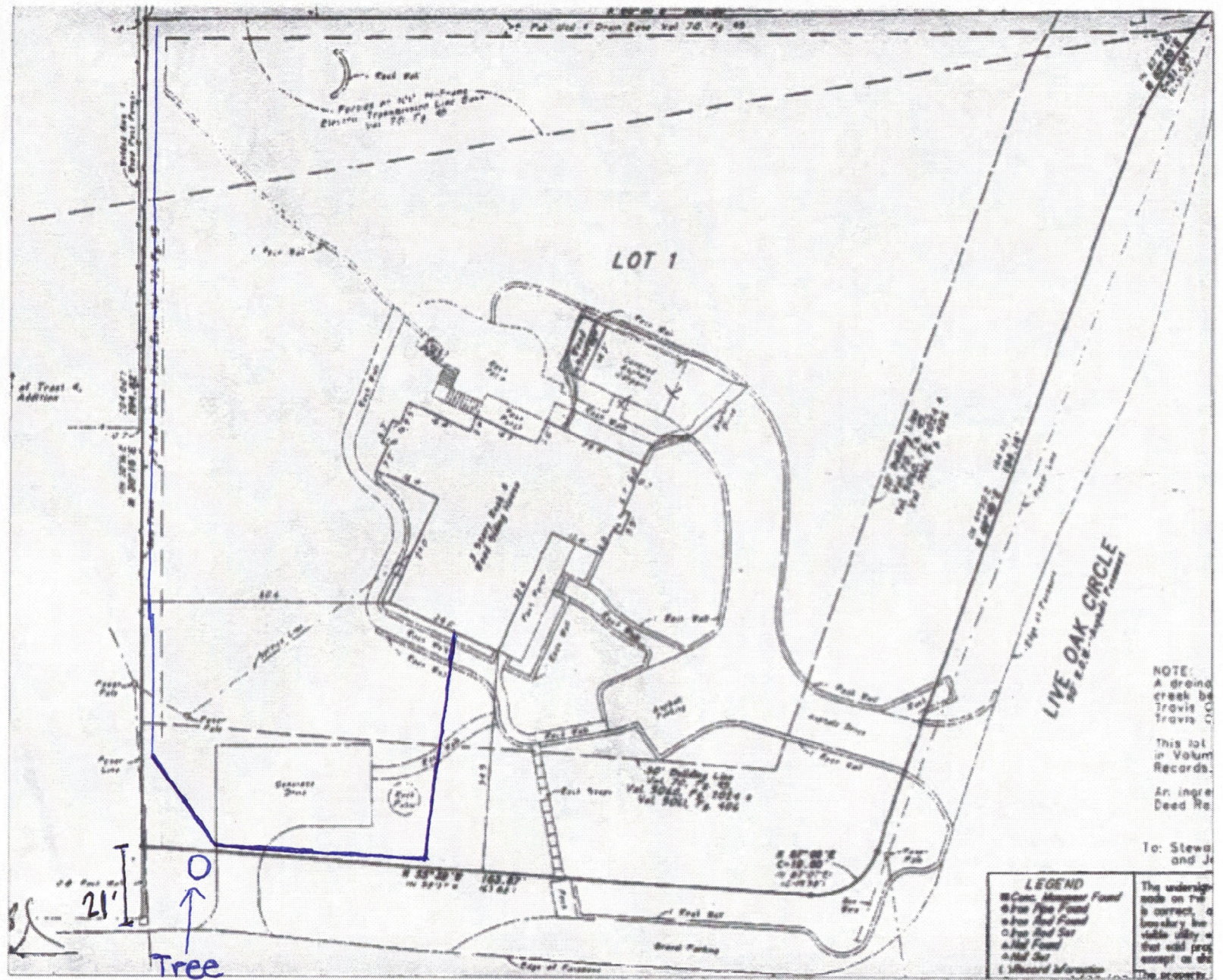
From: [REDACTED]
Sent: Thursday, November 10, 2022 4:37 PM
To: Ashby Grundman
Subject: Fence Variance Update

Hello Ashby,

Here is the updated information for fence variance at 1000 Live Oak Circle:

- Ashby and I met again after the meeting and we have determined that the property line starts 21' from the road. We will construct the fence just behind the 21' mark to make certain the fence is on our property. This still allows us to enclose the basketball court so my children have a safer place to play.
- We have also decided to change the gate to a manual sliding gate. I was told by our fence contractor that by putting a sliding gate it would help because the hole for the post does not need to be dug as deep. In turn this would not hinder the roots of the tree that the post would be near.
- I met with Alex Sanchez, the city arborist, and he also confirmed that the post for the gate would be far enough away from the tree that it would not disturb it. We also decided to change the fence line diagonally back away from the tree for this very same reason. Alex agreed that this was the best solution and again the tree would be fine.
- Once constructed, we plan to plant shrubs in front of the fence where there is no foliage.

Thanks,
Alexis Viator



- 4' wrought iron fence
- 6' slide gate over driveway









From: Sallie Bentley [REDACTED]
Sent: Monday, September 19, 2022 3:00 PM
To: Ashby Grundman <AGrundman@westlakehills.gov>
Cc: Matthew Bentley <[REDACTED]>
Subject: Support for Request for Easement at 1000 Live Oak Circle

To whom it may concern,

We are aware that Lauren Viator and Marcello Antunes at 1000 Live Oak Circle are submitting a variance to the City of West Lake Hills to allow for an 18 foot easement for a new fence. As neighbors, we support their request for variance and believe it to be in the best interest of their property to ensure the safety of the children playing in the front yard. Currently, the sport court is not enclosed, and balls and other play things are at risk of going into the street. We have also witnessed cars using the space to turn around or even park that are not guests of the Viator/Antunes household. Allowing for a fence to enclose the space is necessary to secure the property. As neighbors, we often use their space and this would improve the safety conditions for all of us.

We support the request for the City of West Lake Hills to grant the easement for the Viator/Antunes household.

Sincerely,

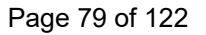
Sallie and Matthew Bentley

1002 Live Oak Ridge Road

West Lake Hills, TX 78746

(713)-591-0927

D. Agent









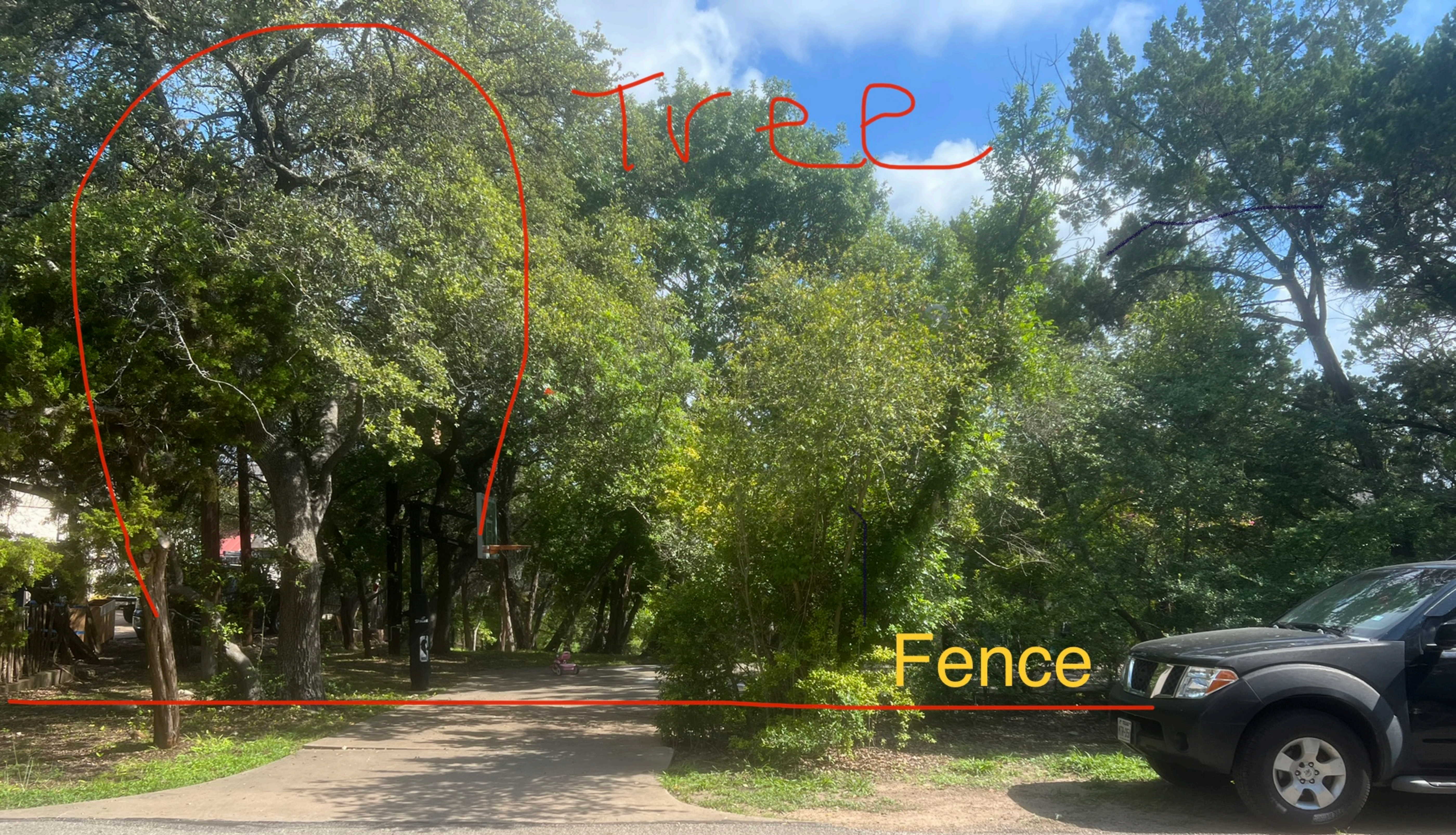


This is a car parked in the driveway
where my kids play









- This is the driveway from Live Oak Ridge onto the basketball court













City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	November 22, 2022	Item Number:	8
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

1631 Westlake Drive: Discuss and consider action on a variance request for the removal of two trees with diameters larger than 14 inches for the construction of a new single-family residence (Section 22.03.304 of the West Lake Hills Code). Applicant Daniel Cherian.

Recommendation

Staff recommends approval of the proposed tree removal variances with the code required 46.5 inches of replacement.

ZAPCO voted to recommend approval unanimously.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Daniel Cherian

Legal Description: Site E and F, Resubdiviion of Lots 10-11, Block 2, Emmett Shelton Subdivision

Lot Size: 1.3429 acres (58,495.12 square feet)

Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

The applicant is seeking variances to remove two trees with trunk diameters of fourteen inches or greater. They are T2740 a 14-Inch Cedar and T2741 a 17-Inch Cedar Elm. All of these trees fall towards the rear of the lot, within the buildable area, and allow the applicant to preserve some of the larger trees on the lot. The existing house sits in the side setback, and that nonconforming element will be remediated if this variance is approved. That area will also allow for some revegetation as required per the code.

Variance Criteria Review:

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

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

The strict enforcement of the tree ordinance will require the conceptual design of the building footprint to be altered, with the alternative being closer to neighboring lots and the loss of privacy to both properties involved. Doing so will also require the proposed home to be located closer to the 34" Live Oak tree in the primary building area of the site, which could potentially harm or disrupt the tree.

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

If the tree variance that Jenkins Design Builds requests is granted, the removal of both trees shall increase the light gap of the area and shall allow the remaining tree canopy to gather more sunlight, resulting in healthier and stronger natural landscaping. The trees proposed to be removed are located at a higher elevation than the surrounding trees and shall allow the natural topography to be further compacted following removal in order to decrease the degradation of the steep site. The location of both trees at a higher elevation will allow remaining trees to not be unreasonably disrupted during the removal process.

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

Jenkins Design Build and the owners have discussed multiple alternatives to the removal of the trees and have ultimately concluded that other options will place the house closer to neighboring property lines and potentially harm a larger 34" live oak tree within the primary building area of the property. Altering the proposed building footprint will decrease the level of city views that are available and will not alleviate the difficulty of building on the site.

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

The variance requested by Jenkins Design Build is minimal in comparison to the number of trees located on the site itself within and around the primary building area. A multitude of trees over 14" surround the proposed building footprint which are incorporated into the conceptual design. Jenkins Design Build has worked hard to ensure that the proposed building footprint will preserve and incorporate as many trees as possible into the design without requiring any other variance requests.

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

The variance requests to remove two cedar trees, which are considered invasive in the state of TX and by doing so will allow more room for preservation of natural vegetation and wildlife. Positioning the building footprint as proposed allows minimal visibility from the street. This variance does not violate the cities desire to create minimally visible, natural building developments that preserve the nature of the site and create unique spaces.

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

Approval of this variance will in no way effect neighboring properties due to the quantity of trees existing and remaining on the site, and the placement of the building itself.

Outdoor Lighting

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

Compliance with Adopted Uniform 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 is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Sec. 22.03.514](#) [Criteria and process required for granting variance](#)
- [Sec. 22.03.304](#) [Tree and Vegetation Removal and Replacement](#)



Aerial:

**Approved By**

	<i>Signature</i>	<i>Date</i>
Department Head	Ashby Grundman	11/18/2022
City Administrator	Trey Fletcher	11/18/2022



To whom it may concern:

Jenkins Design Build, acting on behalf of Daniel and Lauren Cherian, are formally requesting a variance through the City of West Lake Hills. In the back and most secluded portion of the property sit one 14" cedar tree and one 17" cedar elm tree. After much consideration throughout the conceptual design process, we feel that this tree imposes a hardship in the ability to build on the lot. In previous meetings with the owner, we have discussed multiple alternatives to the removal of the trees, and it has been noted that moving closer to setback lines and encroaching on the large live oak tree within the same building area were not as feasible as the removal of the trees. Jenkins Design Build has made great strides to carefully integrate a home into the Cherian's property and to preserve the natural landscape of the site. Following removal of both trees, the contractor, in approval of the owner, will be replanting multiple trees on the site in order to comply with city standards.

Respectfully submitted,

Jenkins Design Build
512-402-9222
3813 Juniper Trace, Suite 100
Austin, TX 78738



SPECIAL POWER OF ATTORNEY FORM

KNOW ALL PERSONS BY THIS DOCUMENT that I, Daniel Cherian
have made, constituted and appointed Jenkins Design Build
to be my duly authorized representative in connection with an application dated 10/14/22,
to be heard by the Building Design Committee, Zoning & Planning Commission, and City
Council/Board of Adjustment of the City of West Lake Hills, Texas. All representations, whether
oral or written, made by the representative in support of the request have the full force and effect
of the applicant's approval. I do by this document constitute the above named representative as
my true and lawful attorney-in-fact to act in my name, place and stead, to do and perform any act
in connection with such application which I myself might perform or do if I was personally present.

Daniel Cherian

Property Owner/Applicant Name

Property Owner/Applicant Signature

1631 Westlake Drive Westlake Hills Texas 78746

Street Address

City

State

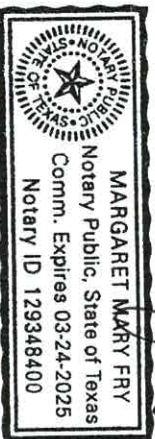
Zip Code

512-228-0052

Property Owner/Applicant Phone Number

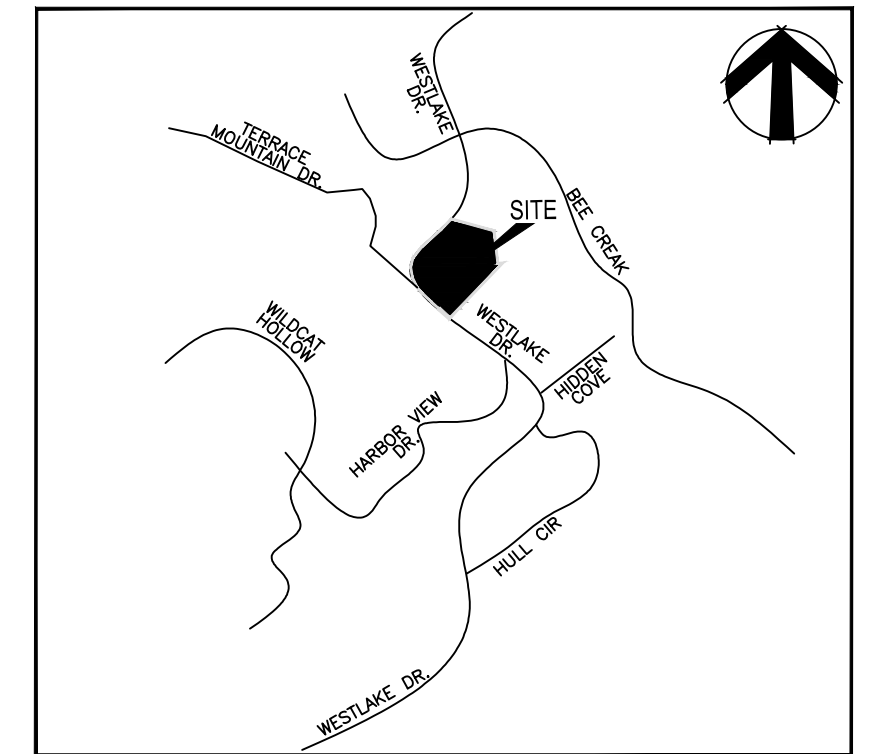
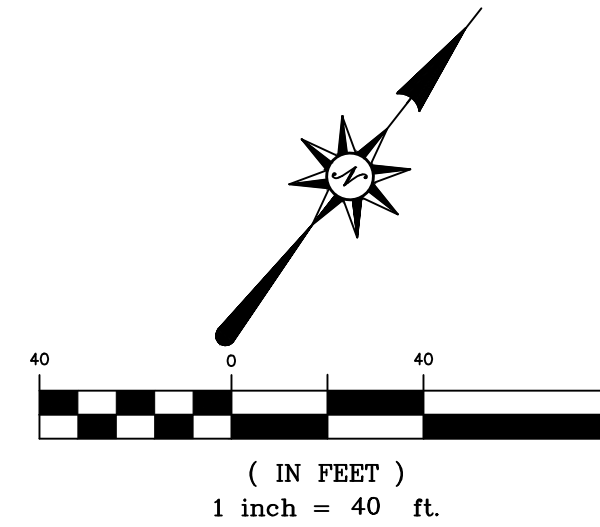
This instrument was acknowledged before me on this the 14 day of October, 2022

Notary Public in and for the State of Texas

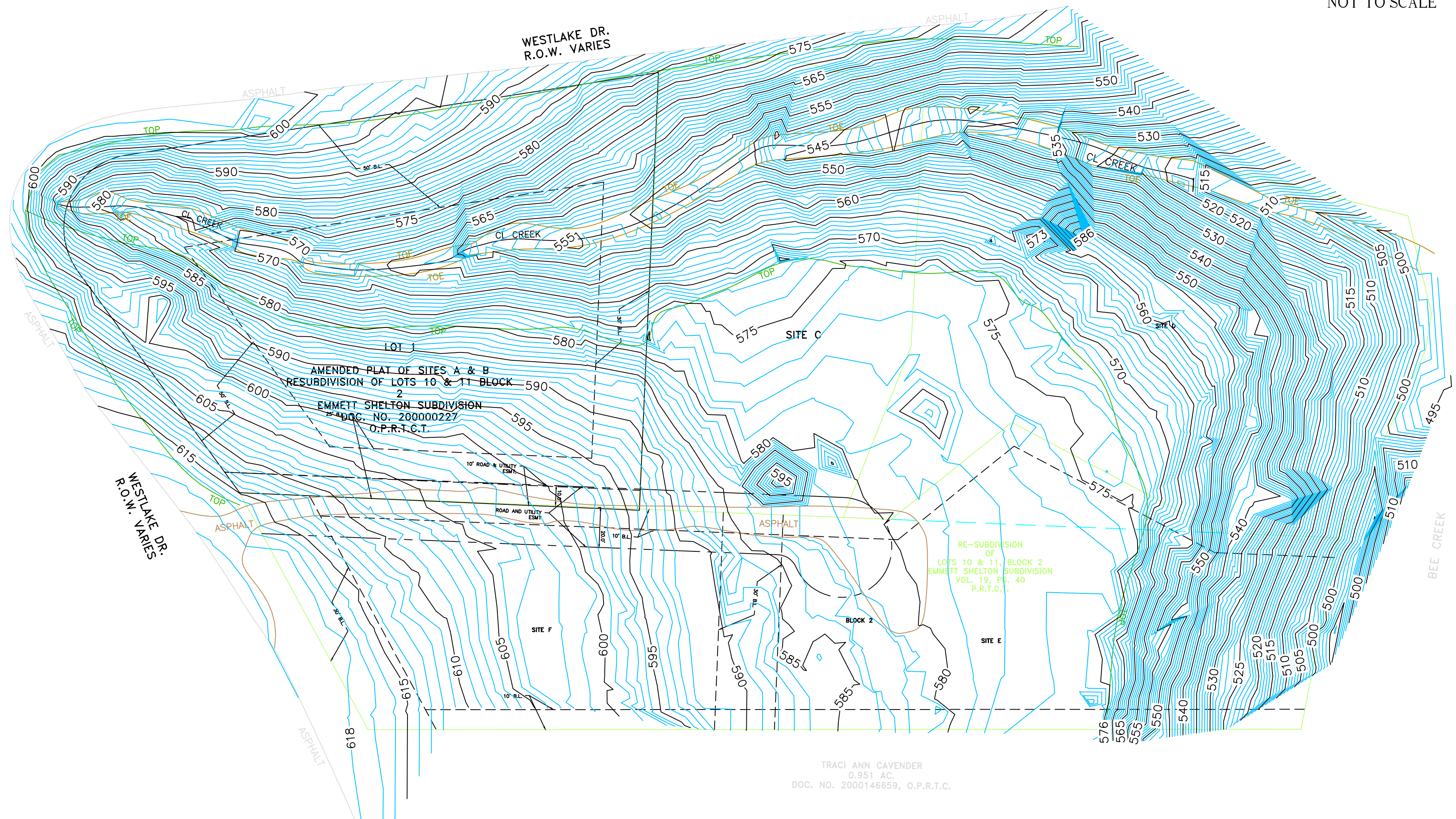


LEGEND

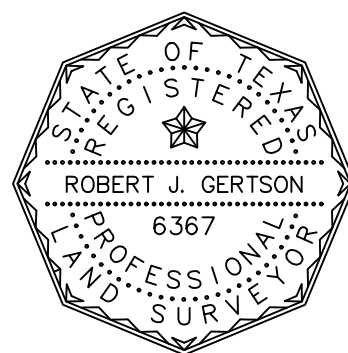
- CORNER FOUND
AS NOTED
- 1/2" IRON ROD SET WITH
"ATWELL LLC" CAP
- ATWELL BOUNDARY LINE
- - - EASEMENT LINES
- - - ADJOINER LINES



LOCATION MAP
NOT TO SCALE



ROBERT J. GERTSON, RPLS# 6367
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rgertson@atwell-group.com



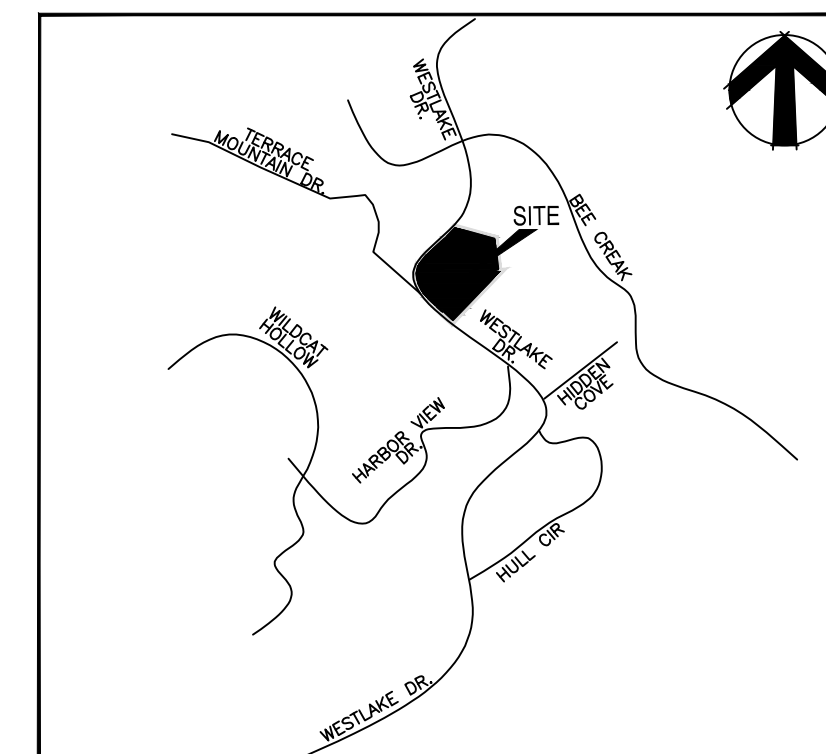
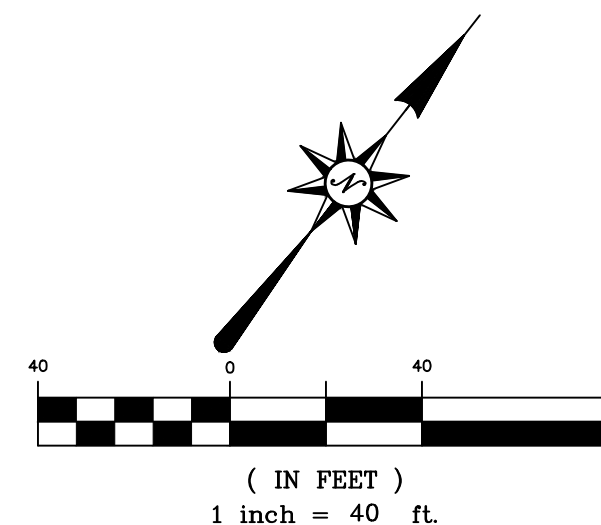
DR.	EB	CH.	RG	DATE
				JUNE 2022
P.M.	RG			
CAD FILE:				
22001846 TREE & TOPO.DWG				
JOB	22001846			
SHEET NO.				
1 OF 5				
REVISIONS				

PROJECT:

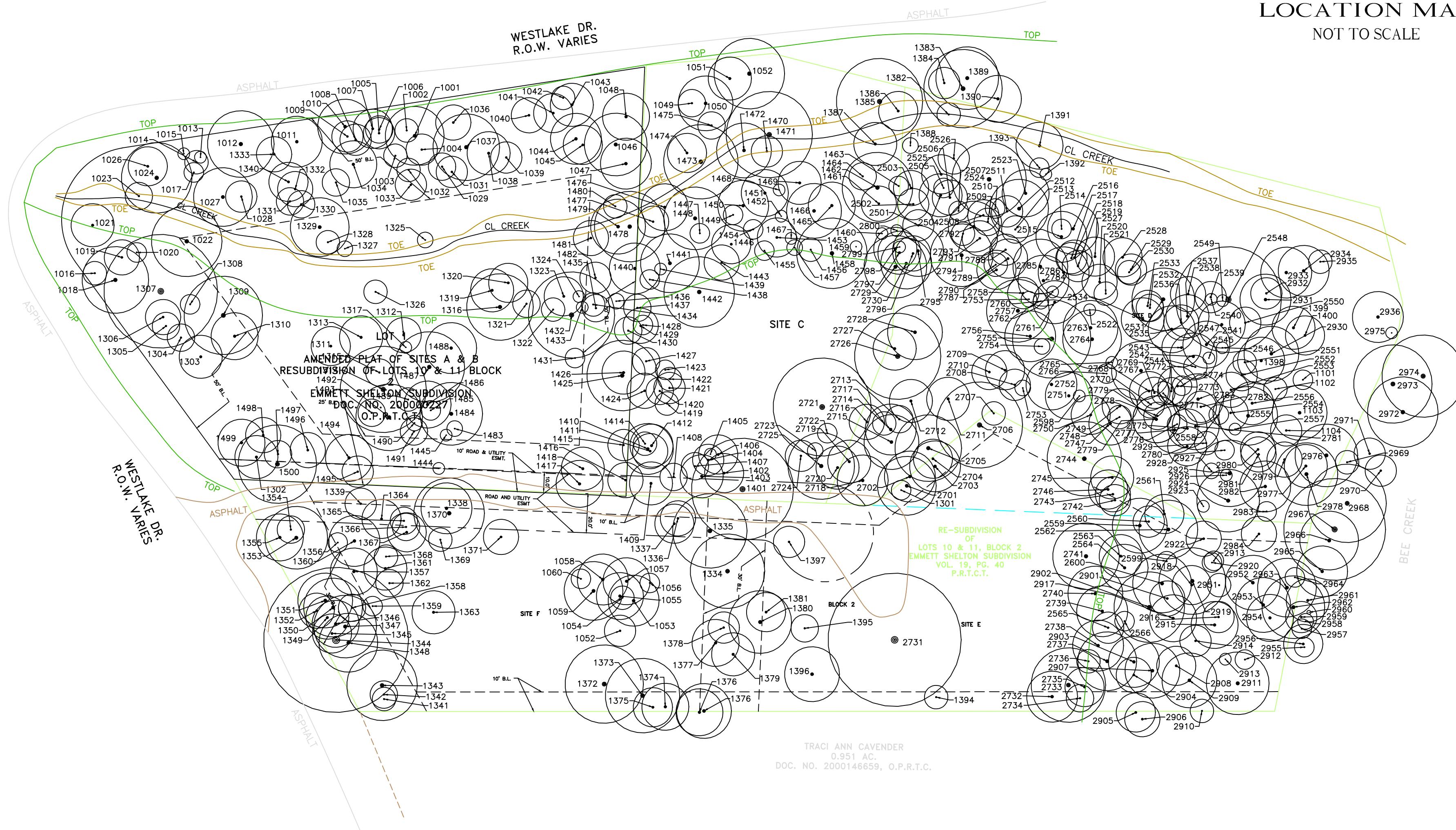
LOT 1, BLOCK 2
AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS
10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION
DOC #20000227, P.R.T.C.Tx
TRAVIS COUNTY, TEXAS



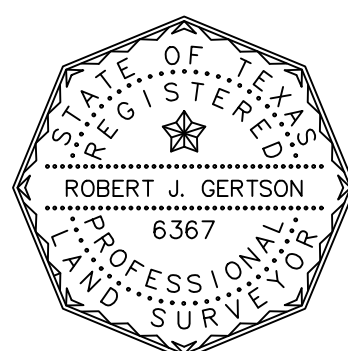
● CORNER FOUND
AS NOTED
 ○ 1/2" IRON ROD SET WITH
"ATWELL LLC" CAP
 — ATWELL BOUNDARY LINE
 ---- EASEMENT LINES
 — ADJOINER LINES



LOCATION MAP
NOT TO SCALE



ROBERT J. GERTSON, RPLS# 6367
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DR.	EB	CH.	RG	DATE JUNE 2022
P.M. RG				
CAD FILE: 22001846 TREE & TOPO.DWG				
JOB 22001846				
SHEET NO.				
2 OF 5				REVISIONS

PROJECT:

TREE SURVEY

LOT 1, BLOCK 2
AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS
10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION
DOC #20000227, P.R.T.C.Tx
TRAVIS COUNTY, TEXAS



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TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
16005	1001	15" CEDAR
16006	1002	6" CEDAR
16007	1003	6" CEDAR
16008	1004	8" CEDAR
16009	1005	8" CEDAR
16010	1006	7" CEDAR
16011	1007	10" CEDAR
16012	1008	8" CEDAR
16013	1009	8" CEDAR
16014	1010	14" HACKBERRY
16015	1011	13" CEDAR
16016	1012	17" HACKBERRY
16017	1013	PERISSIMON 3
16018	1014	6" HACKBERRY
16019	1015	3" POST OAK
2216016001	1016	6" POST OAK MULTI STEM
2216016010	1017	5" CEDAR
2216016002	1018	17" POST OAK
2216016003	1019	9" POST OAK
2216016004	1020	5" POST OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2216016005	1021	11" CEDAR
2216016006	1022	18" HACKBERRY
2216016007	1023	7" CEDAR
2216016008	1024	18" HACKBERRY
2216016009	1026	" ELM MULTI STEM
2216016011	1027	15" CEDAR
2216016012	1028	8" CEDAR
2216016013	1029	7" CEDAR
2216016014	1031	8" POST OAK
2216016015	1032	6" ASH
2216016016	1033	" CEDAR
2216016017	1034	12" CEDAR
2216016018	1035	7" CEDAR
2216016019	1036	9" CEDAR
2216016020	1037	17" POST OAK
2216016021	1038	11" POST OAK
2216016022	1039	8" CEDAR
2216016023	1040	9" HACKBERRY
2216016024	1041	10" POST OAK
2216016025	1042	6" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2216016026	1043	11" CEDAR
2216016027	1044	13" CEDAR
2216016028	1045	10" HACKBERRY
2216016029	1046	16" CEDAR
2216016030	1047	13" CEDAR
2216016031	1048	12" POST OAK
2216016032	1049	7" CEDAR
2216016033	1050	14" CEDAR
2216016034	1051	11" CEDAR
2216016035	1052	18" CEDAR
2216116001	1052	8" POST OAK
2216116002	1053	13" POST OAK
2216116003	1054	6" POST OAK
2216116004	1055	12" POST OAK
2216116005	1056	YAUPON 5
2216116006	1057	12" POST OAK
2216116007	1058	13" POST OAK
2216116008	1059	15" POST OAK
2216116009	1060	YAUPON 5
2214016020	1101	5" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214016021	1102	6" HACKBERRY
2214016022	1103	14" POST OAK
2214016023	1104	8" HACKBERRY
2213616000	1301	MOUNTAIN LAUREL 5
2213616001	1302	11" CEDAR
2213616002	1303	11" CEDAR
2213616003	1304	7" HACKBERRY
2213616004	1305	7" CEDAR
2213616005	1306	9" ASH
2213616006	1307	29" POST OAK MULTI STEM
2213616007	1308	5" POST OAK
2213616008	1309	20" POST OAK MULTI STEM
2213616009	1310	12" ASH
2213616011	1311	10" POST OAK
2213616016	1312	9" POST OAK
2213616015	1313	11" POST OAK
2213616014	1314	22" POST OAK MULTI STEM
2213616012	1315	7" POST OAK
2213616018	1316	17" CEDAR
2213616017	1317	YAUPON 3

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616019	1319	11" POST OAK
2213616020	1320	10" POST OAK
2213616021	1321	7" POST OAK
2213616022	1322	YAUPON 6
2213616023	1323	10" ASH
2213616024	1324	POSSUM HAW 3
2213616025	1325	4" CEDAR ELM
2213616026	1326	6" HACKBERRY
2213616027	1327	4" CEDAR ELM
2213616028	1328	MOUNTAIN LAUREL 6
2213616029	1329	15" ELM MULTI STEM
2213616030	1330	7" CEDAR
2213616031	1331	7" CEDAR
2213616032	1332	9" POST OAK
2213616034	1333	9" CEDAR
2213616035	1334	19" LIVE OAK
2213616036	1335	19" POST OAK MULTI STEM
2213616037	1336	9" POST OAK
2213616038	1337	10" POST OAK
2213616039	1338	13" POST OAK MULTI STEM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616040	1339	8" POST OAK
2213616033	1340	10" CEDAR
2213616041	1341	6" POST OAK
2213616042	1342	7" POST OAK
2213616043	1343	18" POST OAK MULTI STEM
2213616044	1344	37" LIVE OAK MULTI STEM
2213616045	1345	LIGUSTRUM 10
2213616046	1346	12" LIVE OAK
2213616047	1347	16" LIVE OAK MULTI STEM
2213616048	1348	15" LIVE OAK MULTI STEM
2213616049	1349	11" LIVE OAK
2213616050	1350	15" LIVE OAK MULTI STEM
2213616051	1351	14" LIVE OAK
2213616052	1352	9" LIVE OAK
2213616053	1353	16" POST OAK MULTI STEM
2213616054	1354	7" CEDAR
2213616055	1355	12" CEDAR
2213616056	1356	5" POST OAK
2213616057	1357	12" CEDAR
2213616058	1358	LIGUSTRUM 7

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616059	1359	LIGUSTRUM 5
2213616060	1360	13" POST OAK
2213616061	1361	11" CEDAR
2213616062	1362	HAWTHORN 7
2213616063	1363	MULBERRY 11
2213616064	1364	10" POST OAK
2213616065	1365	7" POST OAK
2213616066	1366	7" POST OAK
2213616067	1367	10" POST OAK
2213616068	1368	LUGUSTROM 6
2213616069	1369	LUGUSTROM 6
2213616070	1370	18" POST OAK MULTI STEM
2213616071	1371	9" PECAN
2213616072	1372	20" POST OAK MULTI STEM
2213616073	1373	19" POST OAK
2213616074	1374	LIGUSTRUM 12
2213616075	1375	LIGUSTRUM 10
2213616077	1376	12" HACKBERRY
2213616076	1376	14" POST OAK
2213616078	1377	LIGUSTRUM 12

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616079	1378	8" HACKBERRY
2213616080	1379	LIGUSTROM 11
2213616081	1380	16" LIVE OAK MULTI STEM
2213616082	1381	LIGUSTRUM 10
2214016001	1382	6" CEDAR ELM
2214016002	1383	20" CEDAR ELM
2214016003	1384	8" CEDAR ELM
2214016004	1385	22" CEDAR ELM
2214016005	1386	LIGUSTRUM 10
2214016006	1387	LIGUSTRUM 11
2214016007	1388	LEGUSTRUM 4
2214016008	1389	16" HACKBERRY
2214016009	1390	12" CEDAR ELM
2214016010	1391	12" CEDAR ELM
2214016011	1392	3" HACKBERRY
2214016012	1393	5" CEDAR
2214016013	1394	CREP MERTIL TWIN
2214016014	1395	LIGUSTRUM 7
2214016015	1396	BIRCH 14
2214016016	1397	PEAR 8

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214016017	1398	12" CEDAR ELM
2214016018	1399	11" CEDAR
2214016019	1400	10" CEDAR
2213116001	1401	26" HACKBERRY
2213116002	1402	10" HACKBERRY
2213116003	1403	11" LIVE OAK
2213116004	1404	8" LIVE OAK
2213116005	1405	3" CEDAR
2213116006	1406	10" CEDAR
2213116007	1407	7" CEDAR
2213116008	1408	7" CEDAR
2213116009	1409	11" CEDAR
2213116010	1410	13" LIVE OAK
2213116011	1411	9" LIVE OAK
2213116012	1412	11" LIVE OAK
2213116013	1414	6" LIVE OAK
2213116014	1415	8" LIVE OAK
2213116015	1416	9" LIVE OAK
2213116016	1417	12" LIVE OAK
2213116017	1418	11" LIVE OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213116018	1419	YAUPON 6
2213116019	1420	7" CEDAR
2213116020	1421	8" CEDAR
2213116021	1422	6" LIVE OAK
2213116022	1423	5" CEDAR
2213116023	1424	9" CEDAR
2213116024	1425	18" LIVE OAK MULTI STEM
2213116025	1426	11" LIVE OAK
2213116026	1427	7" LIVE OAK
2213116027	1428	POSSUMHAW 5
2213116028	1429	9" LIVE OAK
2213116029	1430	7" LIVE OAK
2213116030	1431	YAUPON 5
2213116031	1432	22" LIVE OAK MULTI STEM
2213116032	1433	YAUPON 3
2213116033	1434	6" LIVE OAK
2213116034	1435	7" LIVE OAK
2213116035	1436	POSSUMHAW 4
2213116036	1437	POSSUMHAW 7
2213116037	1438	YAUPON 5

DR. EB	CH. RG	DATE JUNE 2022
P.M. RG		
CAD FILE: 22001846 TREE & TOPO.DWG		
JOB 22001846		
SHEET NO. 3 OF 5		
		REVISIONS

TREE LIST	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS



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TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
3082	1459	YAUPON 3
3083	1460	YAUPON 3
3084	1461	9" CEDAR
3085	1462	18" CEDAR
3086	1463	5" CEDAR
3087	1464	7" CEDAR
3088	1465	LIGUSTRUM 12
3089	1466	LIGUSTRUM 14
3090	1467	3" LIVE OAK
3091	1468	POSSUMHAW 3
3092	1469	11" LIVE OAK
3093	1470	LIGUSTRUM 8
3094	1471	COTTONWOOD 22
3095	1472	LIGUSTRUM 14
3096	1473	LIGUSTRUM MULTI 19
3097	1474	10" CEDAR ELM
3098	1475	7" ASH
3099	1476	LIGUSTRUM 12
3100	1477	8" CEDAR ELM
3101	1478	18" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
3102	1479	LIGUSTRUM 14
3103	1480	6" CEDAR ELM
3104	1481	9" HACKBERRY
3105	1482	8" CEDAR
3108	1483	YAUPON 4
3109	1484	16" POST OAK
3110	1485	5" ASH
3112	1486	12" POST OAK
3113	1487	18" POST OAK MULTI STEM
3115	1488	13" POST OAK MULTI STEM
3116	1489	6" POST OAK
3117	1490	YAUPON 4
3118	1491	7" POST OAK
3119	1492	17" POST OAK MULTI STEM
3120	1493	7" ASH
3121	1494	12" POST OAK
3122	1495	8" POST OAK MULTI STEM
3123	1496	9" POST OAK
3125	1497	7" POST OAK
3126	1498	9" POST OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
3127	1499	12" CEDAR
3128	1500	20" POST OAK MULTI STEM
2213110057	2501	8" CEDAR
2213110058	2502	8" CEDAR
2213110059	2503	9" CEDAR
2213110060	2504	11" CEDAR
2213110061	2505	5" CEDAR ELM
2213110062	2506	9" CEDAR
2213110063	2507	5" CEDAR
2213110064	2508	8" CEDAR ELM
2213110065	2509	7" CEDAR
2213110066	2510	5" POST OAK
2213110067	2511	8" CEDAR
2213110068	2512	15" CEDAR
2213110069	2513	7" CEDAR
2213110070	2514	5" CEDAR
2213110071	2515	13" CEDAR
2213110072	2516	13" CEDAR
2213110073	2517	8" CEDAR
2213110074	2518	9" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110075	2519	8" CEDAR
2213110076	2520	9" CEDAR ELM
2213110077	2521	6" CEDAR
2213110078	2522	3" CEDAR ELM
2213210001	2523	12" CEDAR
2213210002	2524	19" CEDAR
2213210003	2525	10" CEDAR
2213210004	2526	8" POST OAK
2213210005	2527	10" CEDAR
2213210006	2528	10" CEDAR
2213210007	2529	8" CEDAR
2213210008	2530	6" CEDAR
2213210009	2531	16" CEDAR
2213210010	2532	7" CEDAR
2213210011	2533	8" POST OAK
2213210012	2534	11" CEDAR
2213210013	2535	12" CEDAR
2213210014	2536	9" CEDAR
2213210015	2537	11" CEDAR
2213210016	2538	9" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213210017	2539	8" CEDAR
2213210018	2540	3" HACKBERRY
2213210019	2541	12" HACKBERRY MULTI STEM
2213210020	2542	12" POST OAK
2213210021	2543	10" CEDAR ELM
2213210022	2544	6" CEDAR
2213210023	2545	3" CEDAR ELM
2213210024	2546	3" HACKBERRY
2213210025	2547	12" HACKBERRY
2213210026	2548	27" POST OAK MULTI STEM
2213210027	2549	3" HACKBERRY
2213210028	2550	8" HACKBERRY
2213210029	2551	6" CEDAR
2213210030	2552	8" HACKBERRY MULTI STEM
2213210031	2553	9" HACKBERRY
2213210032	2554	9" HACKBERRY
2213210033	2555	15" CEDAR
2213210034	2556	11" HACKBERRY MULTI STEM
2213210035	2557	3" HACKBERRY
2213210036	2558	5" HACKBERRY

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213210037	2559	14" CEDAR ELM
2213210038	2560	8" CEDAR ELM
2213210039	2561	10" HACKBERRY
2213210040	2562	15" CEDAR ELM
2213210041	2563	11" CEDAR
2213210042	2564	12" HACKBERRY
2213210043	2565	8" HACKBERRY
2213210044	2566	5" HACKBERRY
2214010001	2598	3" CEDAR ELM
2214010002	2599	5" LIVE OAK
2214010003	2600	15" CEDAR ELM
2212310000	2701	15" CEDAR
2212310001	2702	13" LIVE OAK MULTI STEM
2212310002	2703	BODARK 13
2212310003	2704	10" CEDAR
2212310004	2705	17" CEDAR ELM
2212310005	2706	22" CEDAR ELM
2212310006	2707	6" CEDAR ELM
2212310007	2708	8" LIVE OAK
2212310008	2709	10" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2212310009	2710	9" CEDAR ELM
2212310010	2711	11" CEDAR ELM
2212310011	2712	11" LIVE OAK
2212310012	2713	BODARK 7
2212310013	2714	13" CEDAR ELM
2212310014	2715	14" CEDAR ELM
2212310015	2716	9" CEDAR ELM
2212310016	2717	6" CEDAR ELM
2212310017	2718	13" CEDAR MULTI STEM
2212310018	2719	11" CEDAR
2212310019	2720	11" CEDAR
2212310020	2721	25" CEDAR ELM
2212310021	2722	5" CEDAR
2212310022	2723	4" LIVE OAK
2212310023	2724	8" CEDAR
2212310024	2725	17" CEDAR
2212310025	2726	22" HACKBERRY
2212310026	2727	11" CEDAR ELM
2212310027	2728	14" CEDAR
2212310028	2729	16" LIVE OAK MULTI STEM

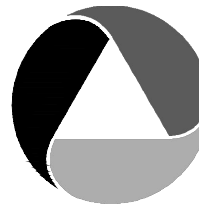
TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2212310029	2730	13" POST OAK
2212310030	2731	34" LIVE OAK
2212310031	2732	13" CEDAR ELM
2212310032	2733	19" CEDAR ELM
2212310033	2734	7" CEDAR
3062	2735	10" CEDAR ELM
2212310035	2736	6" POST OAK
2212310036	2737	15" HACKBERRY
2212310037	2738	13" HACKBERRY
2212310038	2739	13" CEDAR ELM
2212310039	2740	14" CEDAR
2212310040	2741	17" CEDAR ELM
2212310041	2742	8" POST OAK
2212310042	2743	9" POST OAK
2213110000	2744	19" CEDAR ELM
2213110001	2745	11" CEDAR
2213110002	2746	10" CEDAR
2213110003	2747	11" POST OAK
2213110004	2748	6" POST OAK
2213110005	2749	9" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110006	2750	10" POST OAK
2213110007	2751	12" HACKBERRY
2213110008	2752	13" HACKBERRY
2213110015	2753	4" CEDAR ELM
2213110009	2753	4" CHINABERRY
2213110010	2754	4" POST OAK
2213110011	2755	20" CEDAR ELM
2213110012	2756	13" CEDAR ELM
2213110013	2757	16" CEDAR
2213110014	2758	8" CEDAR
2213110016	2760	4" HACKBERRY
2213110017	2761	11" CEDAR
2213110018	2762	3" CEDAR
2213110019	2763	14" CEDAR
2213110020	2764	15" CEDAR ELM
2213110021	2765	3" POST OAK
2213110022	2766	5" CEDAR
2213110023	2767	15" CEDAR
2213110024	2768	10" POST OAK
2213110025	2769	8" POST OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110026	2770	7" POST OAK
2213110027	2771	6" CEDAR
2213110028	2772	7" CEDAR
2213110029	2773	10" POST OAK
2213110030	2774	5" CEDAR ELM
2213110031	2775	10" CEDAR ELM
2213110032	2776	5" CEDAR ELM
2213110033	2777	12" CEDAR ELM
2213110034	2778	7" POST OAK
2213110035	2779	12" CEDAR ELM
3072	2779	12" CEDAR ELM
2213110036	2780	10" CEDAR ELM
2213110037	2781	12" CEDAR
2213110038	2782	8" CEDAR
2213110039	2783	13" CEDAR
2213110040	2784	13" CEDAR
2213110041	2785	14" CEDAR
2213110042	2786	13" CEDAR
2213110043	2787	10" CEDAR
2213110044	2788	8" CEDAR

DR. EB	CH. RG	DATE JUNE 2022
P.M. RG		
CAD FILE: 22001846 TREE & TOPO.DWG		
JOB 22001846		
SHEET NO. 4 OF 5		
		REVISIONS

TREE LIST	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS



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512.904.0505
TBPE LS 10193726

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TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110045	2789	6" HACKBERRY
2213110046	2790	10" CEDAR
2213110047	2791	9" CEDAR
2213110048	2792	13" POST OAK
2213110049	2793	6" CEDAR
2213110050	2794	16" CEDAR
2213110051	2795	13" POST OAK
2213110052	2796	9" CEDAR ELM
2213110053	2797	11" HACKBERRY
2213110054	2798	11" LIVE OAK
2213110055	2799	3" LIVE OAK
2213110056	2800	3" HACKBERRY
2214010004	2901	9" POST OAK
2214010005	2902	18" HACKBERRY
2214010006	2903	13" HACKBERRY
2214010007	2904	9" HACKBERRY
2214010008	2905	10" CEDAR ELM
2214010009	2906	9" CEDAR ELM
2214010010	2907	14" CEDAR ELM
2214010011	2908	10" HACKBERRY

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010012	2909	14" CEDAR ELM
2214010013	2910	6" CEDAR ELM
2214010014	2911	16" HACKBERRY
2214010015	2912	5" POST OAK
2214010024	2913	5" POST OAK
2214010016	2913	3" CEDAR ELM
2214010017	2914	8" HACKBERRY
2214010018	2915	12" CEDAR ELM
2214010019	2916	8" HACKBERRY
2214010020	2917	12" CEDAR ELM
2214010021	2918	10" CEDAR ELM
2214010022	2919	17" ELM MULTI STEM
2214010023	2920	5" HACKBERRY
2214010025	2922	9" HACKBERRY
2214010026	2923	3" CEDAR ELM
2214010028	2924	16" CEDAR ELM
2214010029	2925	17" CEDAR ELM
2214010030	2926	3" HACKBERRY
2214010031	2927	4" CEDAR ELM
2214010032	2928	5" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010033	2929	6" HACKBERRY
2214010034	2930	14" HACKBERRY
2214010035	2931	13" HACKBERRY
2214010036	2932	8" CEDAR ELM
2214010037	2933	13" CEDAR
2214010038	2934	13" CEDAR ELM
2214010039	2935	6" HACKBERRY
2214010040	2936	13" POST OAK
2214010041	2951	6" HACKBERRY
2214010042	2952	14" CEDAR ELM
2214010043	2953	14" CEDAR ELM
2214010044	2954	12" ELM MULTI STEM
2214010045	2955	5" CEDAR ELM
2214010046	2956	10" CEDAR ELM
2214010047	2957	5" CEDAR ELM
2214010048	2958	4" POST OAK
2214010049	2959	8" POST OAK
2214010050	2960	" PINE
2214010051	2961	11" CEDAR ELM
2214010052	2962	16" ELM MULTI STEM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010053	2963	15" CEDAR ELM
2214010054	2964	5" POST OAK
2214010055	2965	13" CEDAR ELM
2214010056	2966	15" CEDAR ELM
2214010057	2967	26" PINE
2214010058	2968	20" POST OAK
2214010059	2969	6" POST OAK
2214010060	2970	8" POST OAK
2214010061	2971	8" CEDAR
2214010062	2972	18" POST OAK
2214010063	2973	20" POST OAK
2214010064	2974	21" POST OAK
2214010065	2975	3" CEDAR ELM
2214010066	2976	16" CEDAR ELM
2214010067	2977	11" CEDAR ELM
2214010068	2978	16" CEDAR
2214010069	2979	9" HACKBERRY
2214010070	2980	9" HACKBERRY
2214010071	2981	9" CEDAR ELM
2214010072	2982	13" CEDAR ELM

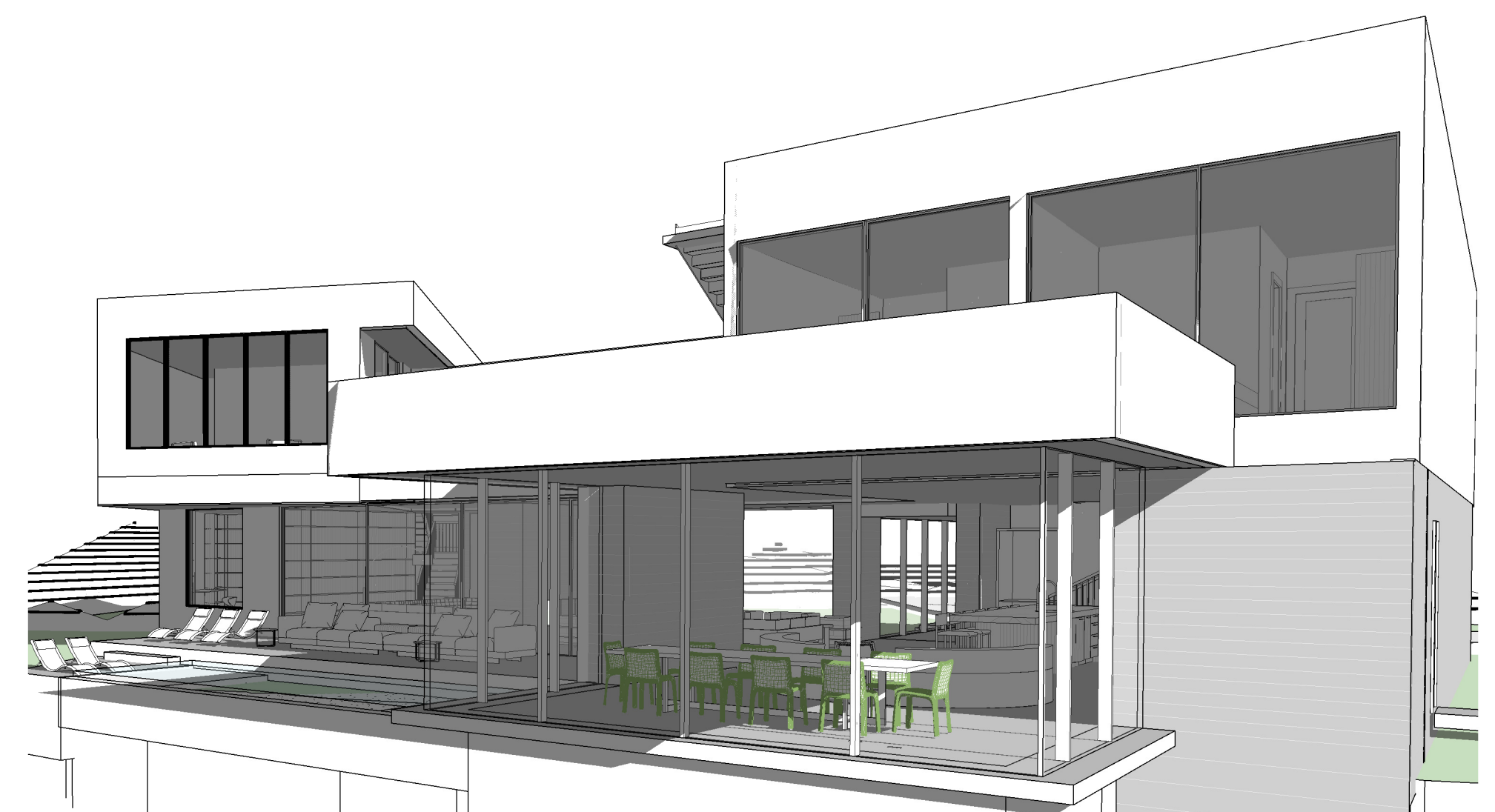
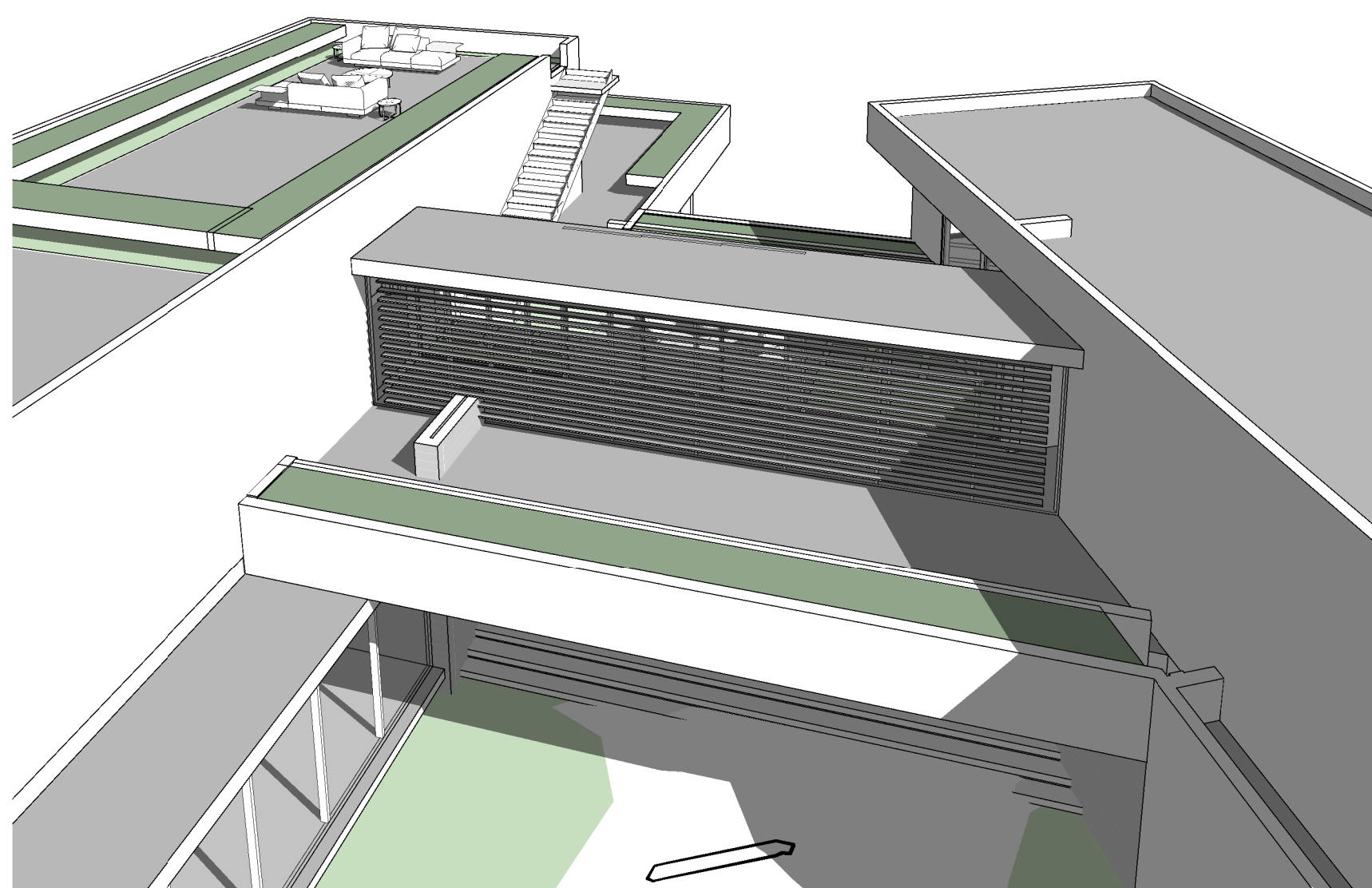
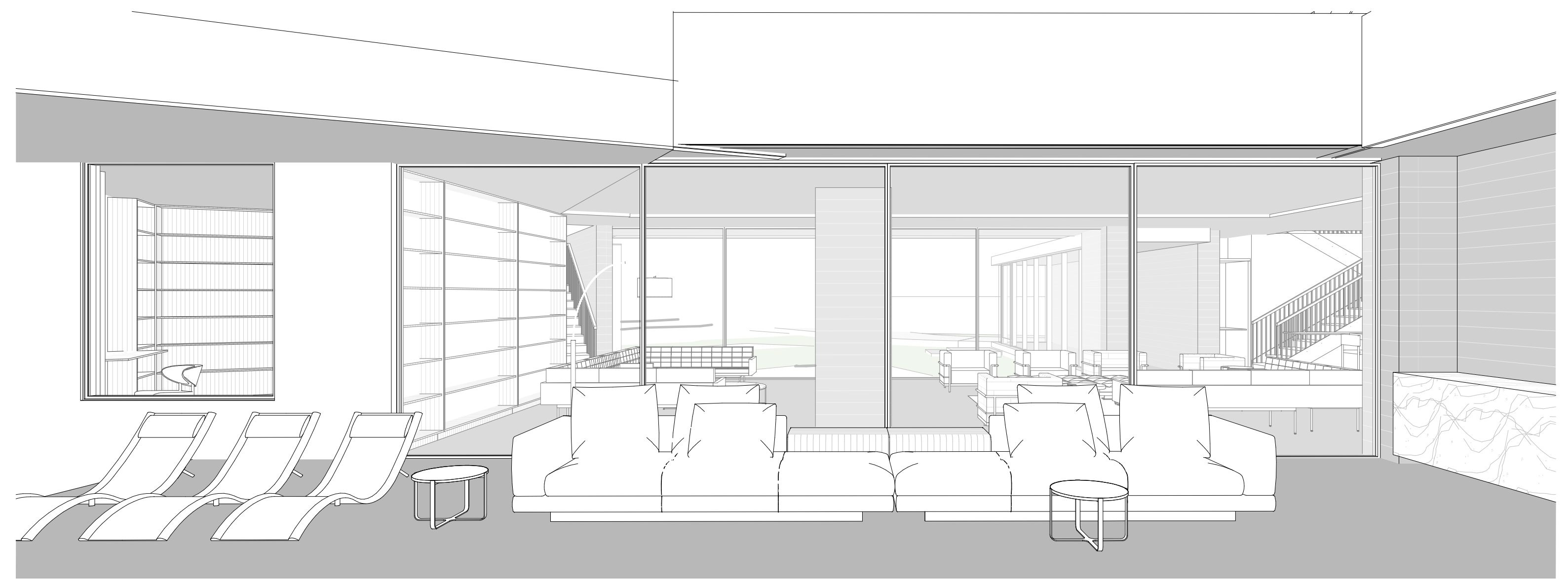
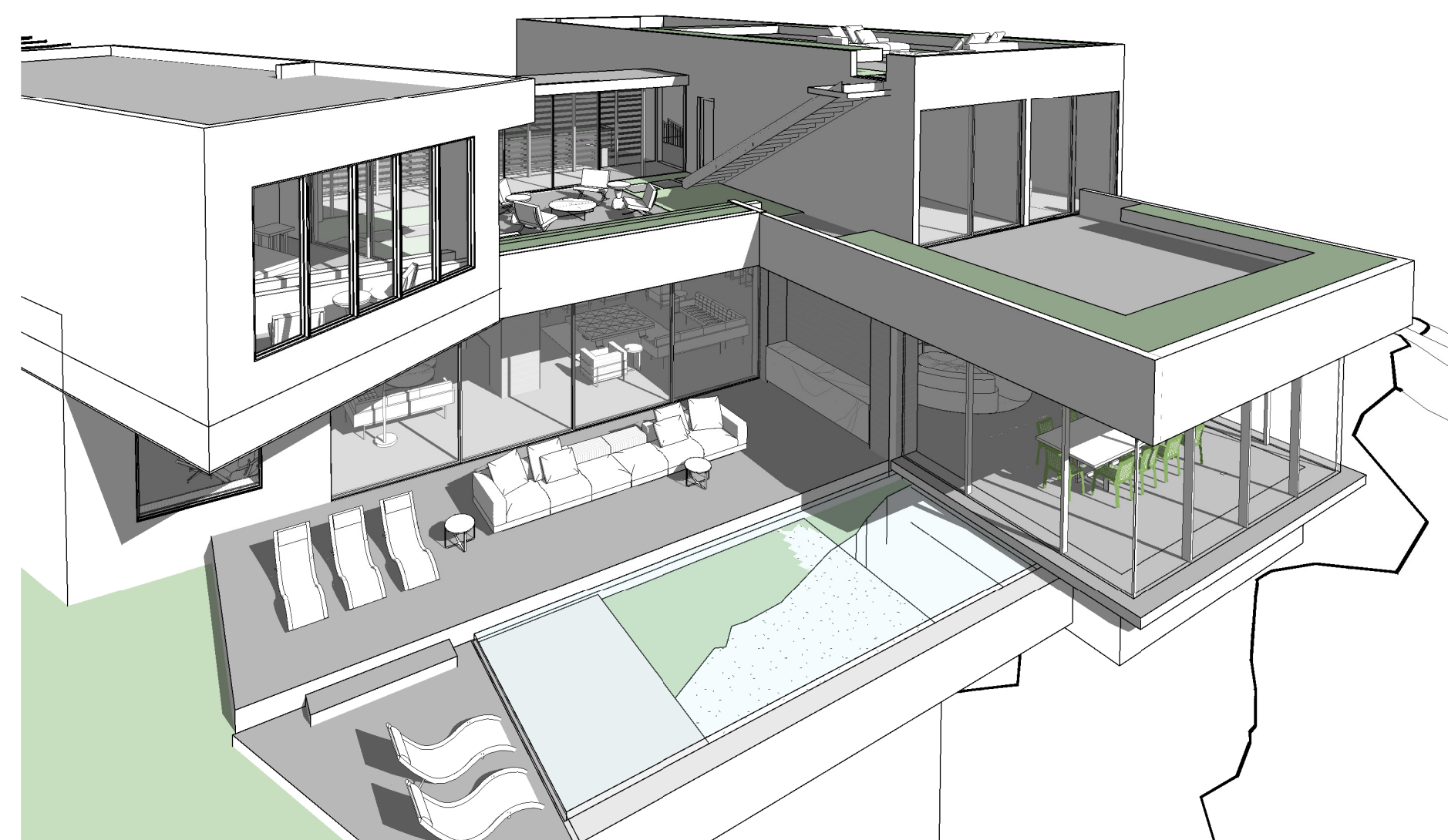
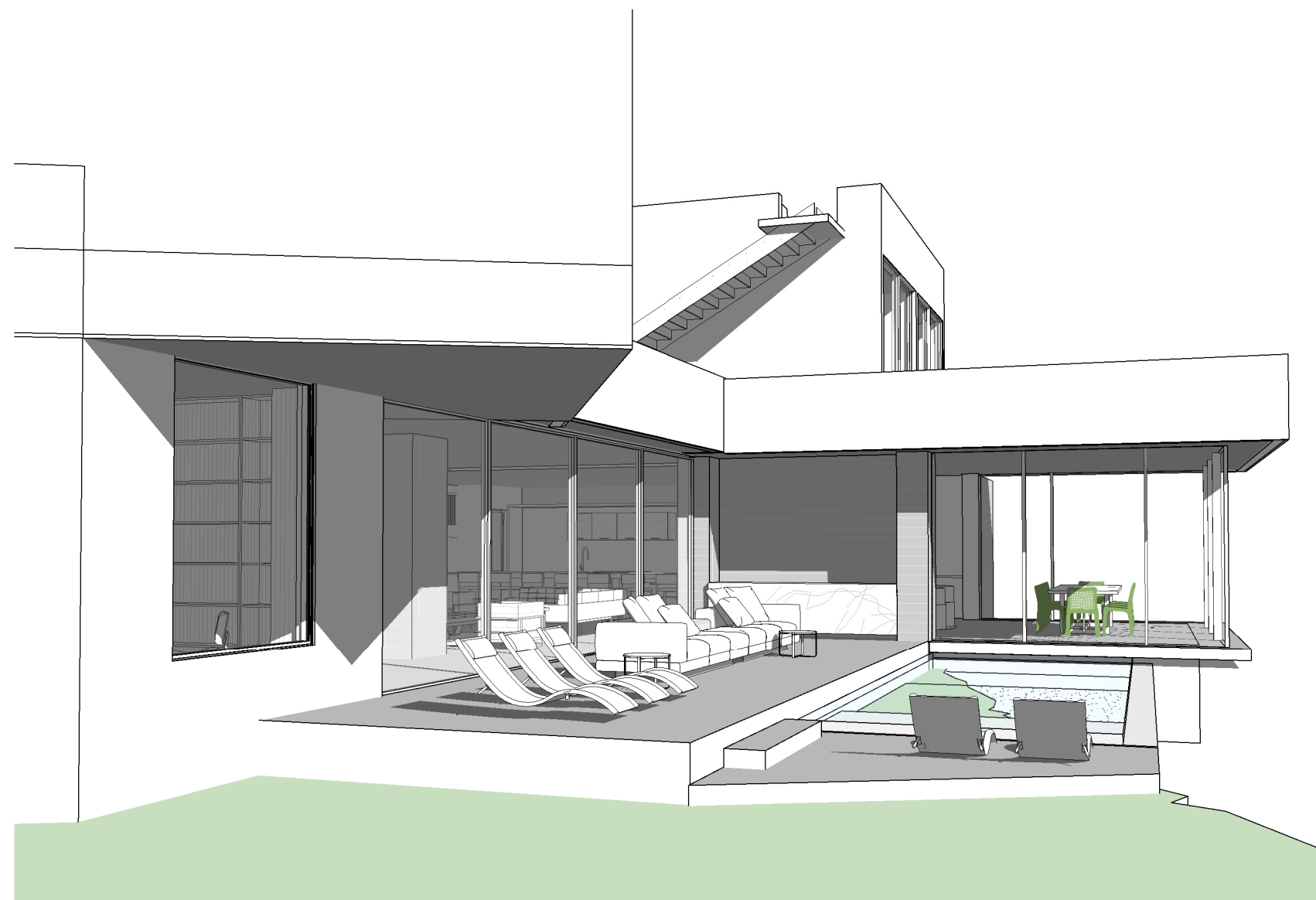
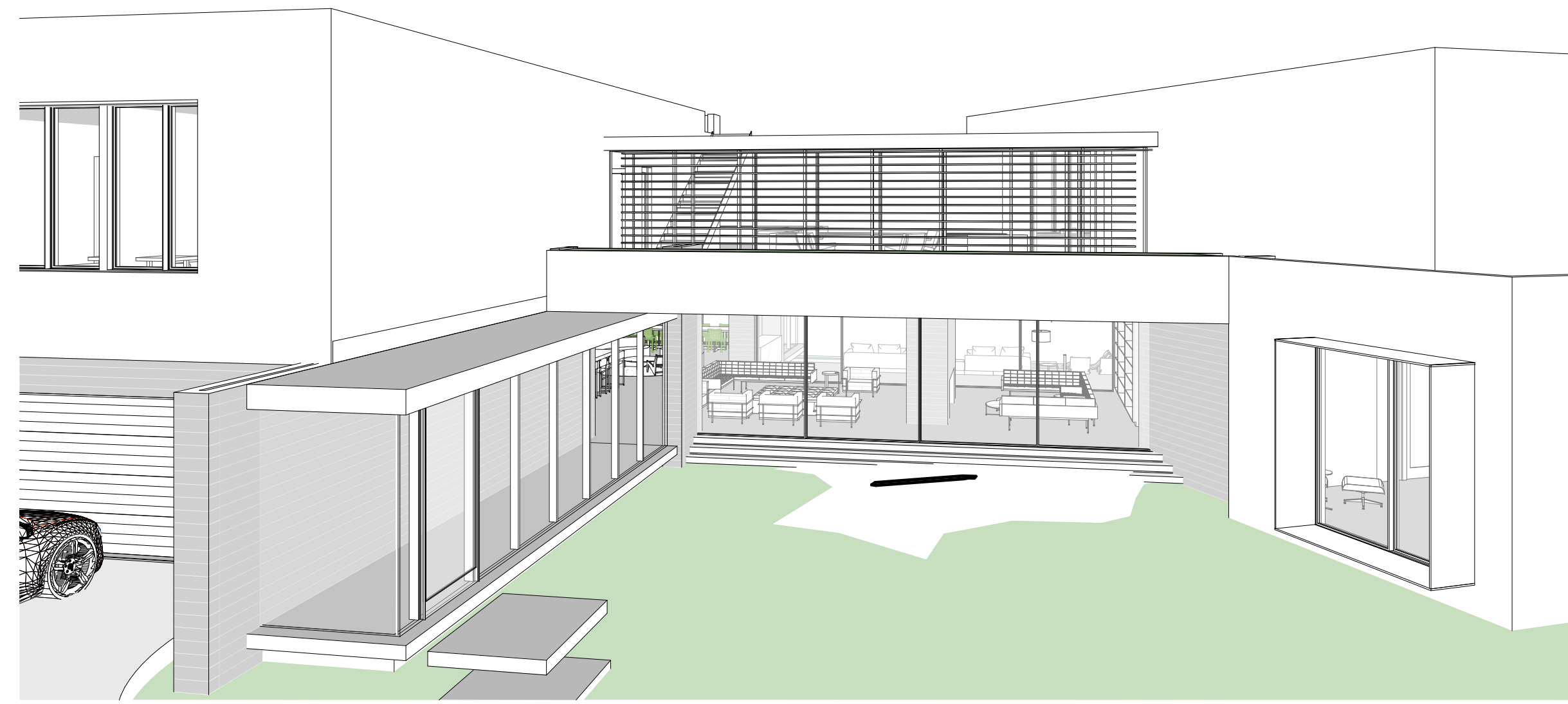
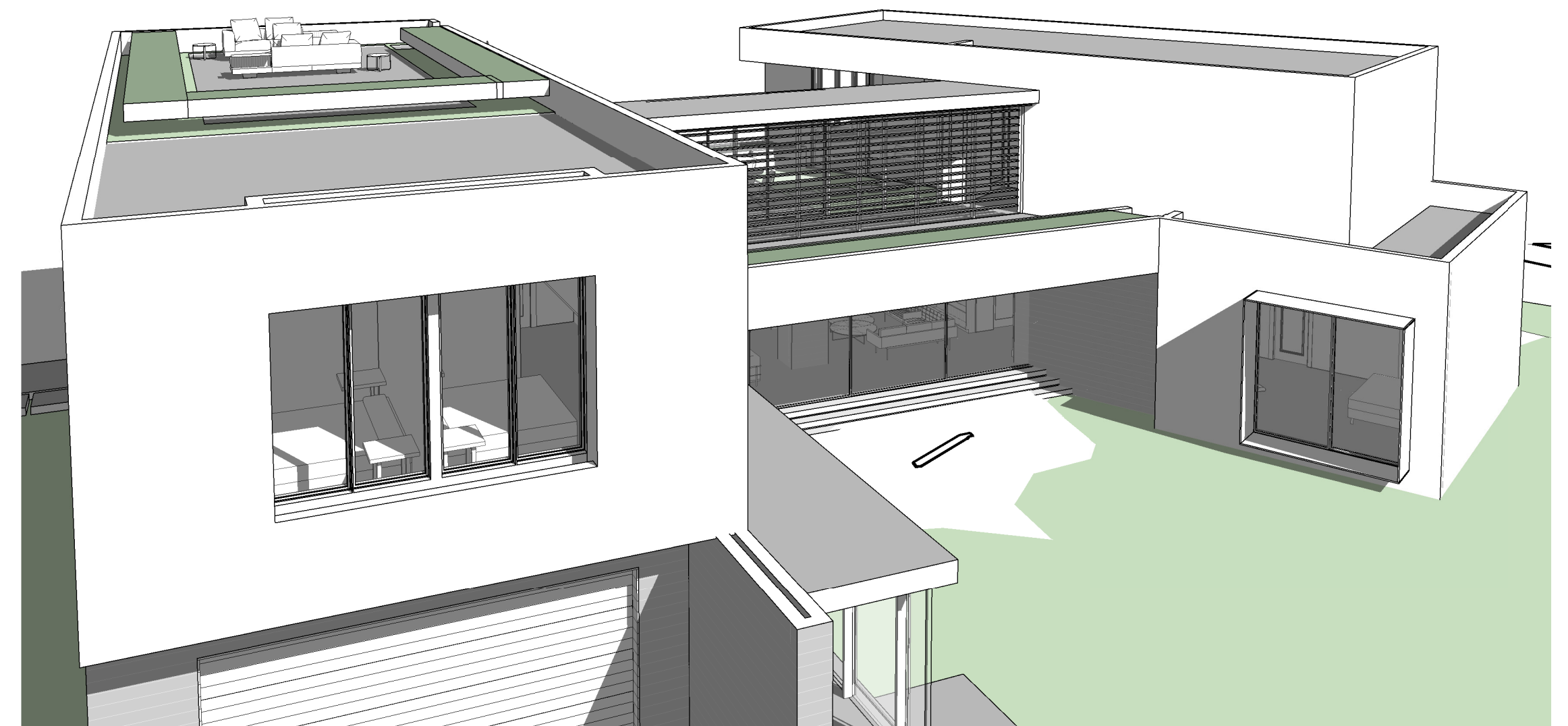
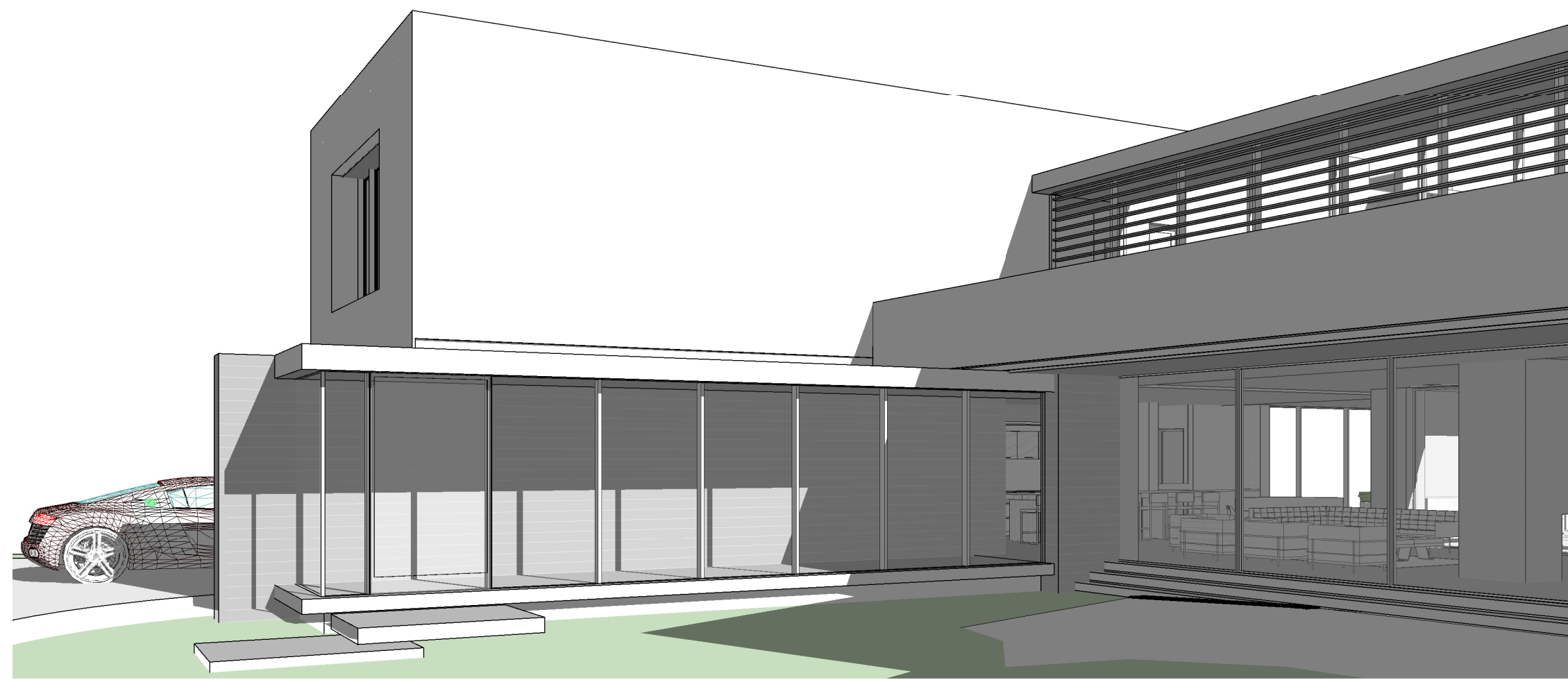
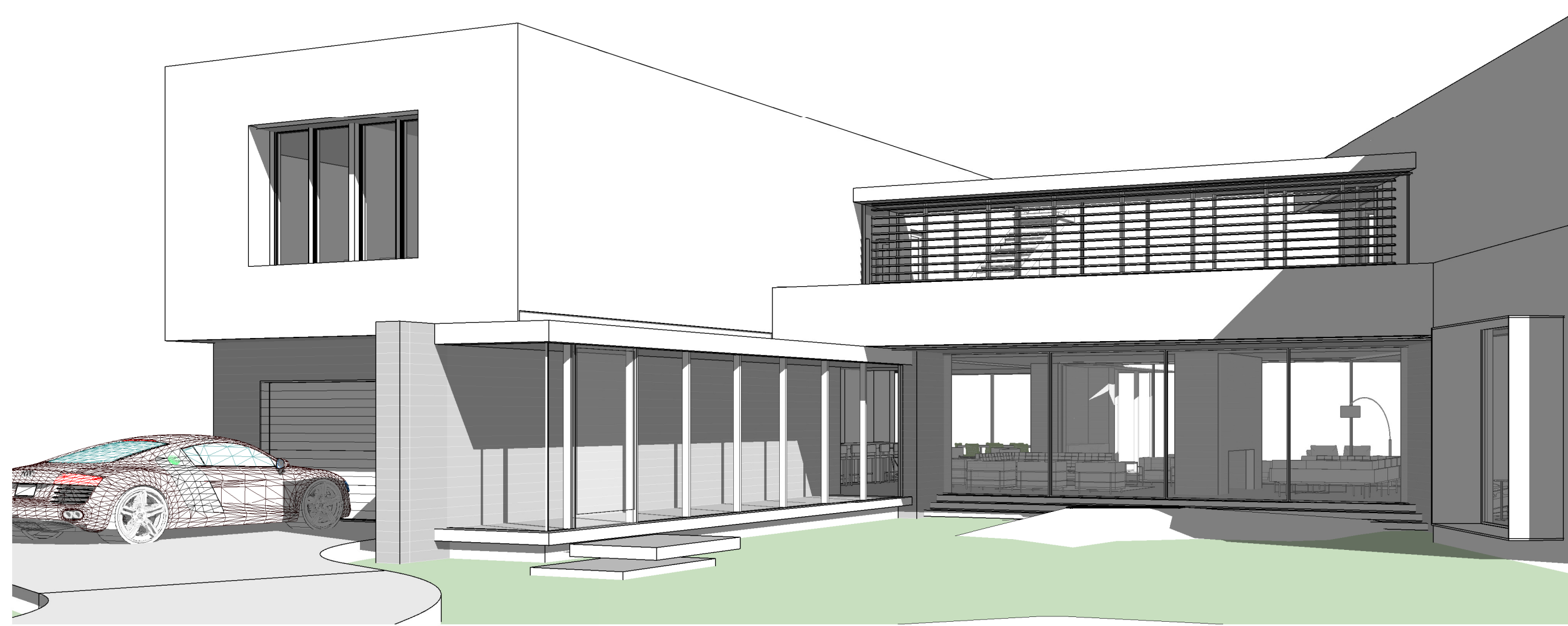
TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010073	2983	5" HACKBERRY
2214010074	2984	9" HACKBERRY

DR. EB	CH. RG	DATE JUNE 2022
P.M. RG		
CAD FILE: 22001846 TREE & TOPO.DWG		
JOB 22001846		
SHEET NO.		
5 OF 5		
		REVISIONS

TREE LIST	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS

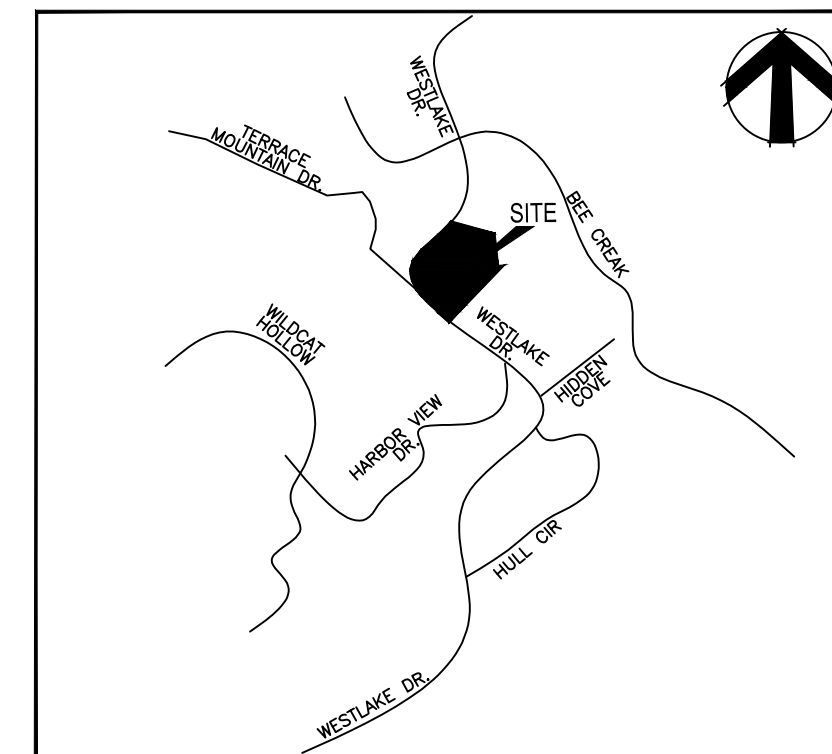
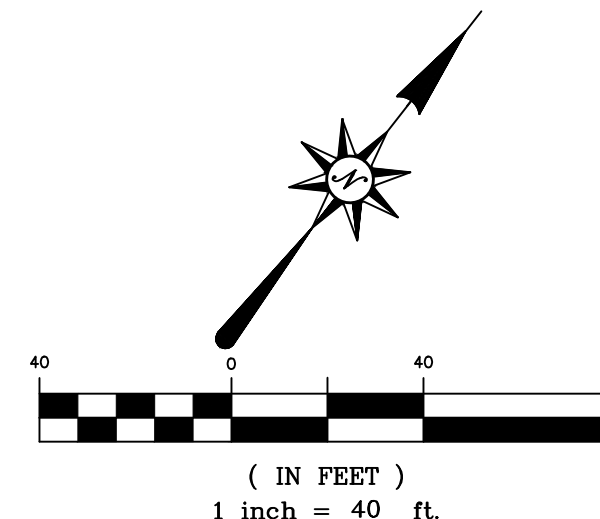


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AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

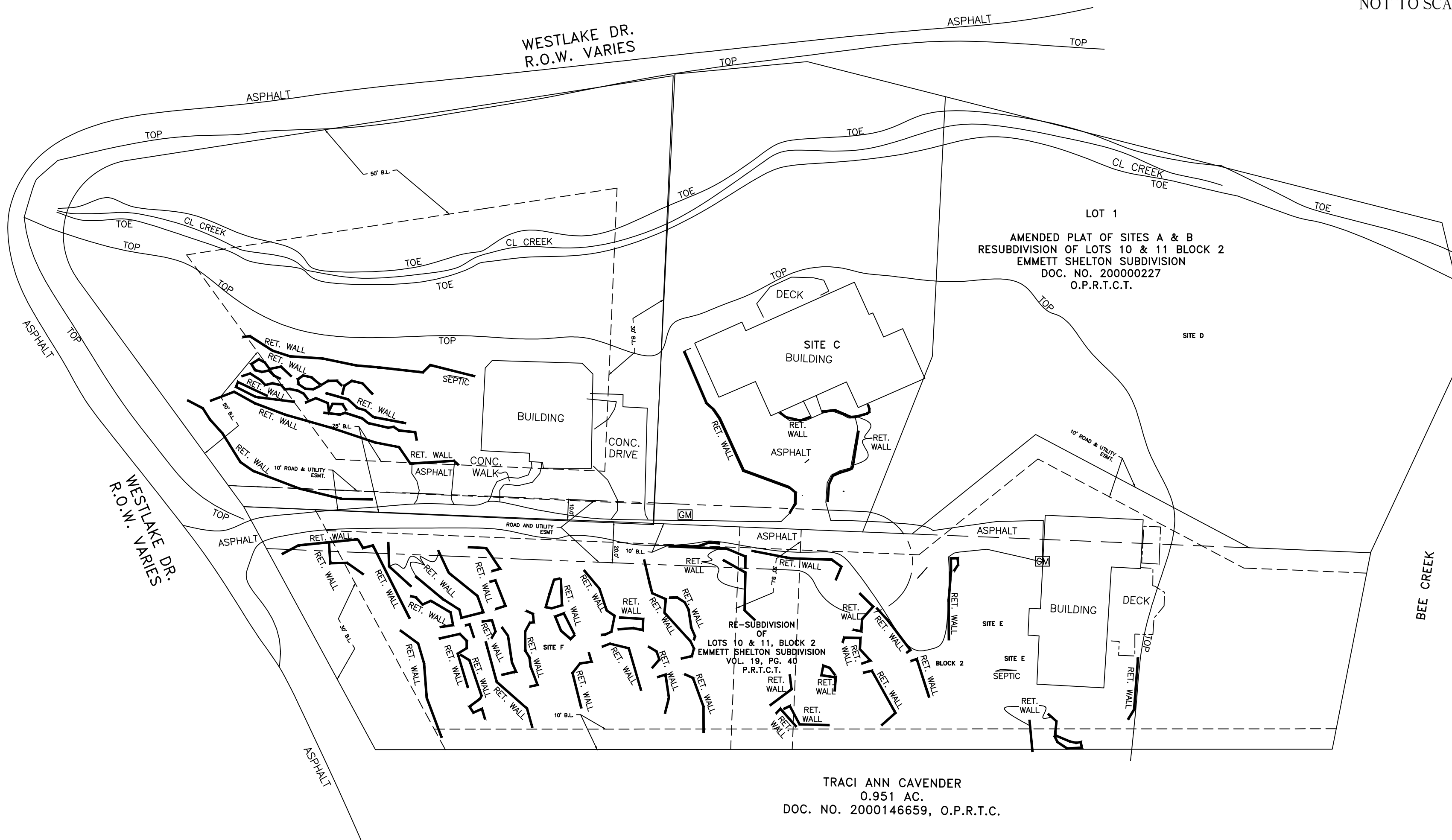


LEGEND

- CORNER FOUND AS NOTED
- 1/2" IRON ROD SET WITH "ATWELL LLC" CAP
- ATWELL BOUNDARY LINE
- - - EASEMENT LINES
- - - ADJOINER LINES



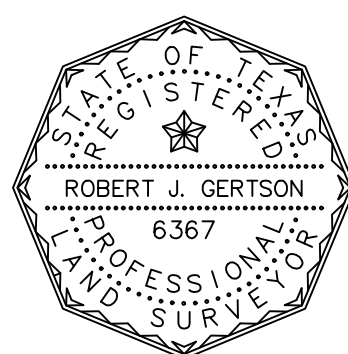
LOCATION MAP
NOT TO SCALE



TRACI ANN CAVENDER
0.951 AC.
DOC. NO. 2000146659, O.P.R.T.C.

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P.M.	RG			JUNE 2022
CAD FILE:	22001846 TREE & TOPO-220629.DWG			
JOB	22001846			
SHEET NO.	1 OF 6			
				REVISIONS

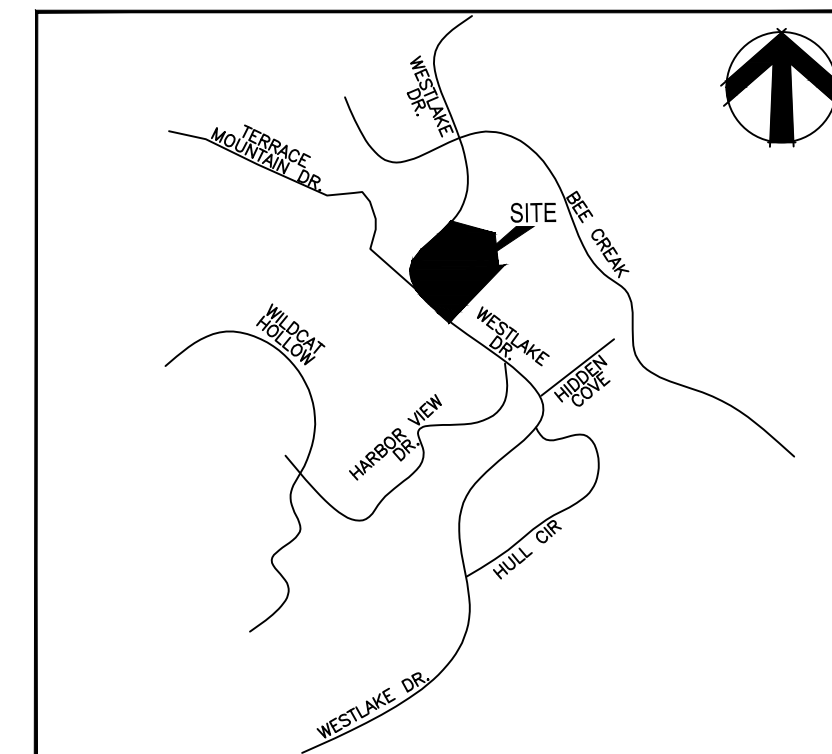
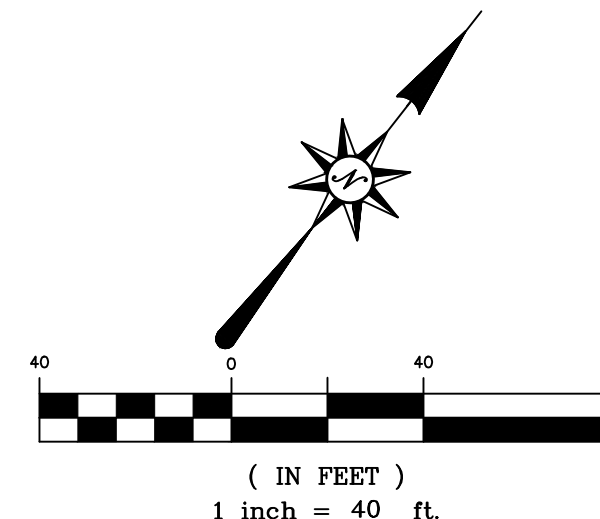
HOME & WALLS	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS



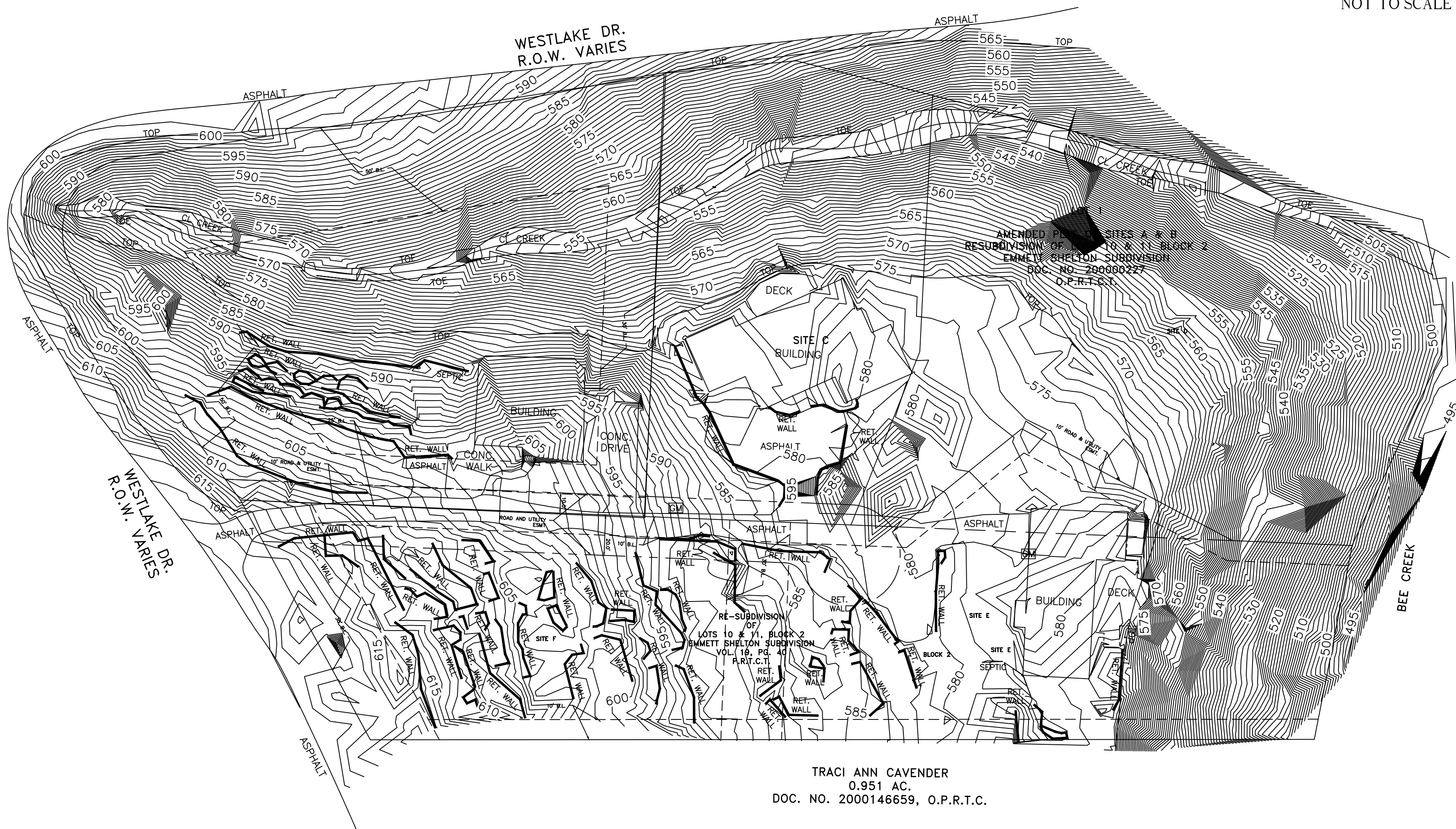
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AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

LEGEND

- CORNER FOUND AS NOTED
- 1/2" IRON ROD SET WITH "ATWELL LLC" CAP
- ATWELL BOUNDARY LINE
- - - EASEMENT LINES
- - - ADJOINER LINES

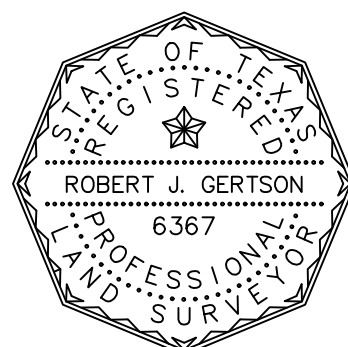


LOCATION MAP
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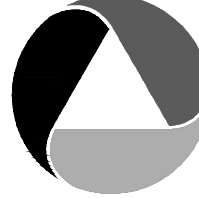
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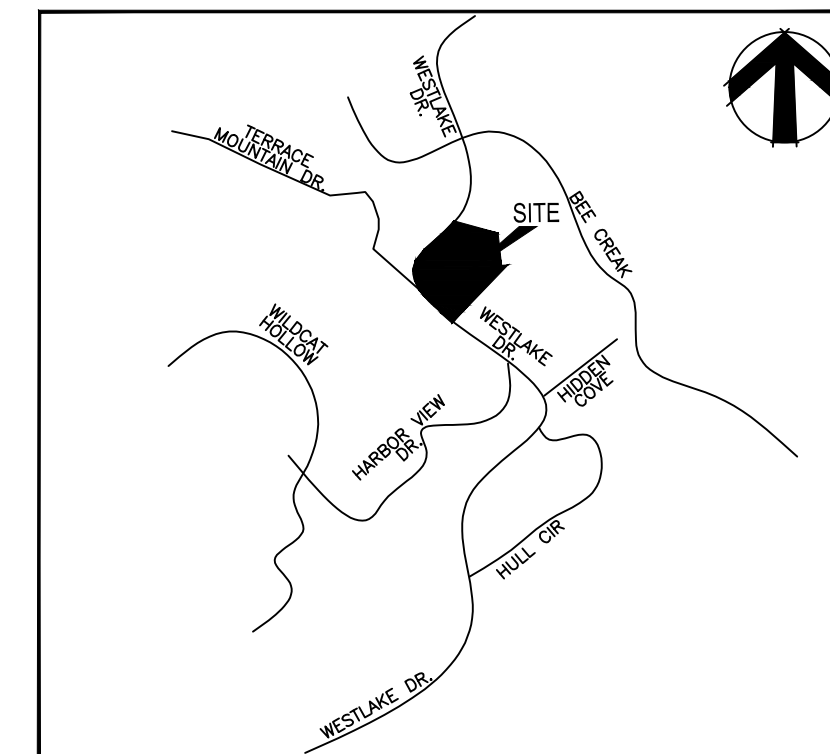
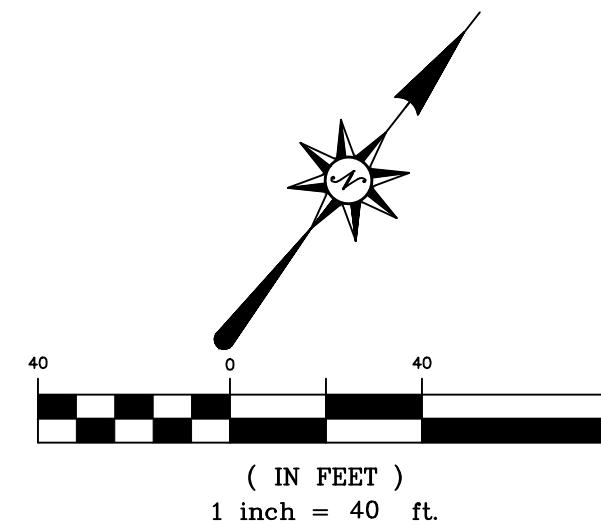
DR.	EB	CH.	RG	DATE
				JUNE 2022
P.M.	RG			
CAD FILE:				
				22001846 TREE & TOPO-220629.DWG
JOB				22001846
SHEET NO.				2 OF 6
				REVISIONS

PROJECT:	TOPOGRAPHIC
	LOT 1, BLOCK 2
	AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS
	10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION
	DOC #20000227, P.R.T.C.Tx
	TRAVIS COUNTY, TEXAS

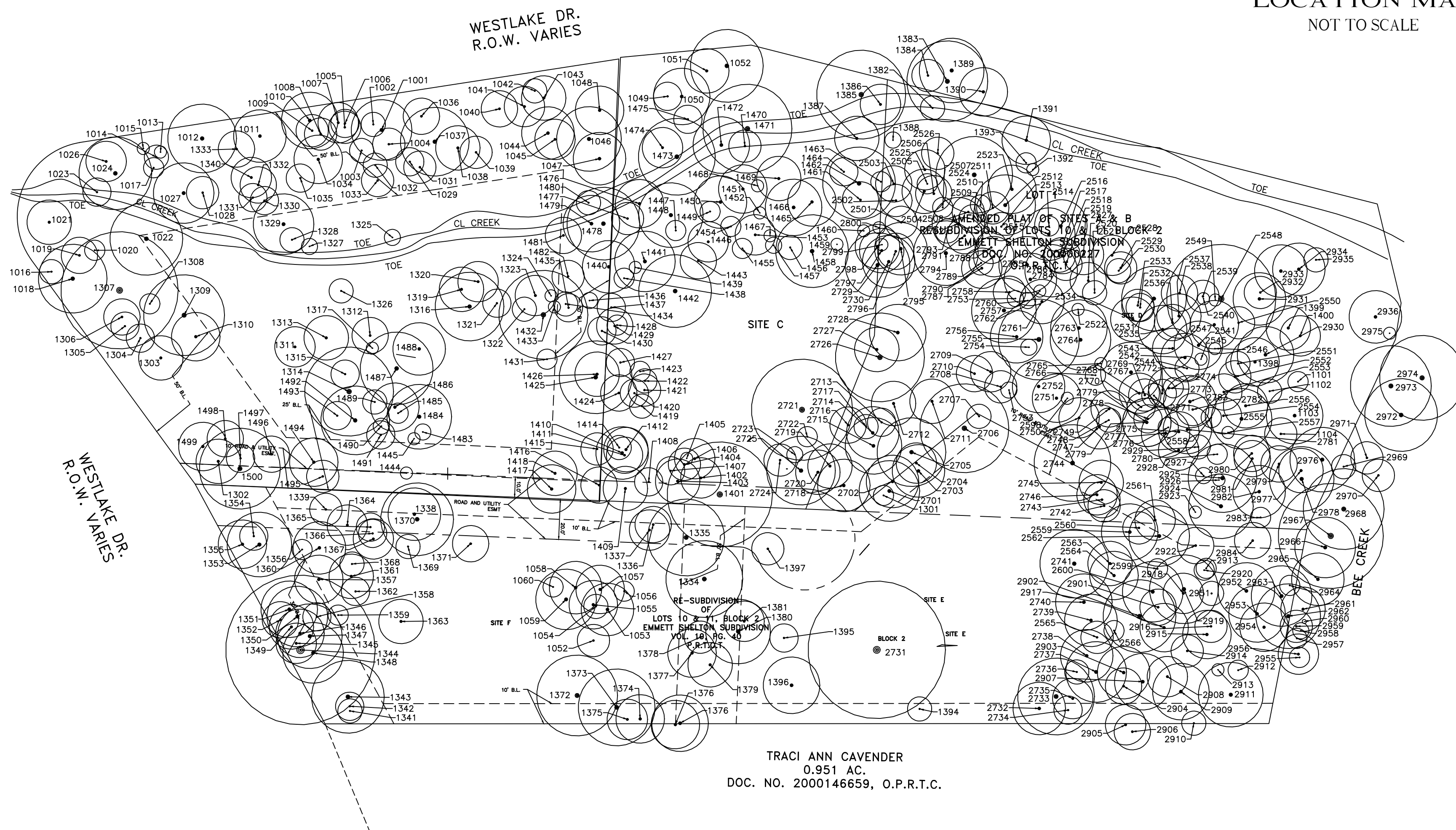
**ATWELL**
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AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

LEGEND

- CORNER FOUND AS NOTED
- 1/2" IRON ROD SET WITH "ATWELL LLC" CAP
- ATWELL BOUNDARY LINE
- EASEMENT LINES
- ADJOINER LINES

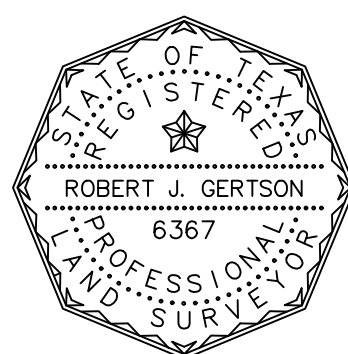


LOCATION MAP
NOT TO SCALE



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P.M.	RG			JUNE 2022
CAD FILE:				22001846 TREE & TOPO-220629.DWG
JOB				22001846
SHEET NO.				2 OF 5
REVISIONS				

PROJECT:

LOT 1, BLOCK 2
AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS
10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION
DOC #20000227, P.R.T.C.Tx
TRAVIS COUNTY, TEXAS

TREE SURVEY



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TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
16005	1001	15" CEDAR
16006	1002	6" CEDAR
16007	1003	6" CEDAR
16008	1004	8" CEDAR
16009	1005	8" CEDAR
16010	1006	7" CEDAR
16011	1007	10" CEDAR
16012	1008	8" CEDAR
16013	1009	8" CEDAR
16014	1010	14" HACKBERRY
16015	1011	13" CEDAR
16016	1012	17" HACKBERRY
16017	1013	PERISSIMON 3
16018	1014	6" HACKBERRY
16019	1015	3" POST OAK
2216016001	1016	6" POST OAK MULTI STEM
2216016010	1017	5" CEDAR
2216016002	1018	17" POST OAK
2216016003	1019	9" POST OAK
2216016004	1020	5" POST OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2216016005	1021	11" CEDAR
2216016006	1022	18" HACKBERRY
2216016007	1023	7" CEDAR
2216016008	1024	18" HACKBERRY
2216016009	1026	" ELM MULTI STEM
2216016011	1027	15" CEDAR
2216016012	1028	8" CEDAR
2216016013	1029	7" CEDAR
2216016014	1031	8" POST OAK
2216016015	1032	6" ASH
2216016016	1033	" CEDAR
2216016017	1034	12" CEDAR
2216016018	1035	7" CEDAR
2216016019	1036	9" CEDAR
2216016020	1037	17" POST OAK
2216016021	1038	11" POST OAK
2216016022	1039	8" CEDAR
2216016023	1040	9" HACKBERRY
2216016024	1041	10" POST OAK
2216016025	1042	6" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2216016026	1043	11" CEDAR
2216016027	1044	13" CEDAR
2216016028	1045	10" HACKBERRY
2216016029	1046	16" CEDAR
2216016030	1047	13" CEDAR
2216016031	1048	12" POST OAK
2216016032	1049	7" CEDAR
2216016033	1050	14" CEDAR
2216016034	1051	11" CEDAR
2216016035	1052	18" CEDAR
2216116001	1052	8" POST OAK
2216116002	1053	13" POST OAK
2216116003	1054	6" POST OAK
2216116004	1055	12" POST OAK
2216116005	1056	YAUPON 5
2216116006	1057	12" POST OAK
2216116007	1058	13" POST OAK
2216116008	1059	15" POST OAK
2216116009	1060	YAUPON 5
2214016020	1101	5" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214016021	1102	6" HACKBERRY
2214016022	1103	14" POST OAK
2214016023	1104	8" HACKBERRY
2213616000	1301	MOUNTAIN LAUREL 5
2213616001	1302	11" CEDAR
2213616002	1303	11" CEDAR
2213616003	1304	7" HACKBERRY
2213616004	1305	7" CEDAR
2213616005	1306	9" ASH
2213616006	1307	29" POST OAK MULTI STEM
2213616007	1308	5" POST OAK
2213616008	1309	20" POST OAK MULTI STEM
2213616009	1310	12" ASH
2213616011	1311	10" POST OAK
2213616016	1312	9" POST OAK
2213616015	1313	11" POST OAK
2213616014	1314	22" POST OAK MULTI STEM
2213616012	1315	7" POST OAK
2213616018	1316	17" CEDAR
2213616017	1317	YAUPON 3

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616019	1319	11" POST OAK
2213616020	1320	10" POST OAK
2213616021	1321	7" POST OAK
2213616022	1322	YAUPON 6
2213616023	1323	10" ASH
2213616024	1324	POSSUM HAW 3
2213616025	1325	4" CEDAR ELM
2213616026	1326	6" HACKBERRY
2213616027	1327	4" CEDAR ELM
2213616028	1328	MOUNTAIN LAUREL 6
2213616029	1329	15" ELM MULTI STEM
2213616030	1330	7" CEDAR
2213616031	1331	7" CEDAR
2213616032	1332	9" POST OAK
2213616034	1333	9" CEDAR
2213616035	1334	19" LIVE OAK
2213616036	1335	19" POST OAK MULTI STEM
2213616037	1336	9" POST OAK
2213616038	1337	10" POST OAK
2213616039	1338	13" POST OAK MULTI STEM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616040	1339	8" POST OAK
2213616033	1340	10" CEDAR
2213616041	1341	6" POST OAK
2213616042	1342	7" POST OAK
2213616043	1343	18" POST OAK MULTI STEM
2213616044	1344	37" LIVE OAK MULTI STEM
2213616045	1345	LIGUSTRUM 10
2213616046	1346	12" LIVE OAK
2213616047	1347	16" LIVE OAK MULTI STEM
2213616048	1348	15" LIVE OAK MULTI STEM
2213616049	1349	11" LIVE OAK
2213616050	1350	15" LIVE OAK MULTI STEM
2213616051	1351	14" LIVE OAK
2213616052	1352	9" LIVE OAK
2213616053	1353	16" POST OAK MULTI STEM
2213616054	1354	7" CEDAR
2213616055	1355	12" CEDAR
2213616056	1356	5" POST OAK
2213616057	1357	12" CEDAR
2213616058	1358	LIGUSTRUM 7

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616059	1359	LIGUSTRUM 5
2213616060	1360	13" POST OAK
2213616061	1361	11" CEDAR
2213616062	1362	HAWTHORN 7
2213616063	1363	MULBERRY 11
2213616064	1364	10" POST OAK
2213616065	1365	7" POST OAK
2213616066	1366	7" POST OAK
2213616067	1367	10" POST OAK
2213616068	1368	LUGUSTROM 6
2213616069	1369	LUGUSTROM 6
2213616070	1370	18" POST OAK MULTI STEM
2213616071	1371	9" PECAN
2213616072	1372	20" POST OAK MULTI STEM
2213616073	1373	19" POST OAK
2213616074	1374	LIGUSTRUM 12
2213616075	1375	LIGUSTRUM 10
2213616077	1376	12" HACKBERRY
2213616076	1376	14" POST OAK
2213616078	1377	LIGUSTRUM 12

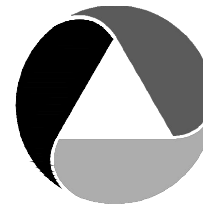
TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616079	1378	8" HACKBERRY
2213616080	1379	LIGUSTROM 11
2213616081	1380	16" LIVE OAK MULTI STEM
2213616082	1381	LIGUSTRUM 10
2214016001	1382	6" CEDAR ELM
2214016002	1383	20" CEDAR ELM
2214016003	1384	8" CEDAR ELM
2214016004	1385	22" CEDAR ELM
2214016005	1386	LIGUSTRUM 10
2214016006	1387	LIGUSTRUM 11
2214016007	1388	LEGUSTRUM 4
2214016008	1389	16" HACKBERRY
2214016009	1390	12" CEDAR ELM
2214016010	1391	12" CEDAR ELM
2214016011	1392	3" HACKBERRY
2214016012	1393	5" CEDAR
2214016013	1394	CREP MERTIL TWIN
2214016014	1395	LIGUSTRUM 7
2214016015	1396	BIRCH 14
2214016016	1397	PEAR 8

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214016017	1398	12" CEDAR ELM
2214016018	1399	11" CEDAR
2214016019	1400	10" CEDAR
2213116001	1401	26" HACKBERRY
2213116002	1402	10" HACKBERRY
2213116003	1403	11" LIVE OAK
2213116004	1404	8" LIVE OAK
2213116005	1405	3" CEDAR
2213116006	1406	10" CEDAR
2213116007	1407	7" CEDAR
2213116008	1408	7" CEDAR
2213116009	1409	11" CEDAR
2213116010	1410	13" LIVE OAK
2213116011	1411	9" LIVE OAK
2213116012	1412	11" LIVE OAK
2213116013	1414	6" LIVE OAK
2213116014	1415	8" LIVE OAK
2213116015	1416	9" LIVE OAK
2213116016	1417	12" LIVE OAK
2213116017	1418	11" LIVE OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213116018	1419	YAUPON 6
2213116019	1420	7" CEDAR
2213116020	1421	8" CEDAR
2213116021	1422	6" LIVE OAK
2213116022	1423	5" CEDAR
2213116023	1424	9" CEDAR
2213116024	1425	18" LIVE OAK MULTI STEM
2213116025	1426	11" LIVE OAK
2213116026	1427	7" LIVE OAK
2213116027	1428	POSSUMHAW 5
2213116028	1429	9" LIVE OAK
2213116029	1430	7" LIVE OAK
2213116030	1431	YAUPON 5
2213116031	1432	22" LIVE OAK MULTI STEM
2213116032	1433	YAUPON 3
2213116033	1434	6" LIVE OAK
2213116034	1435	7" LIVE OAK
2213116035	1436	POSSUMHAW 4
2213116036	1437	POSSUMHAW 7
2213116037	1438	YAUPON 5

DR. EB	CH. RG	DATE JUNE 2022
P.M. RG		
CAD FILE: 22001846 TREE & TOPO-220629.DWG		
JOB 22001846		
SHEET NO. 4 OF 6		
		REVISIONS

TREE LIST	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS



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TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
3082	1459	YAUPON 3
3083	1460	YAUPON 3
3084	1461	9" CEDAR
3085	1462	18" CEDAR
3086	1463	5" CEDAR
3087	1464	7" CEDAR
3088	1465	LIGUSTRUM 12
3089	1466	LIGUSTRUM 14
3090	1467	3" LIVE OAK
3091	1468	POSSUMHAW 3
3092	1469	11" LIVE OAK
3093	1470	LIGUSTRUM 8
3094	1471	COTTONWOOD 22
3095	1472	LIGUSTRUM 14
3096	1473	LIGUSTRUM MULTI 19
3097	1474	10" CEDAR ELM
3098	1475	7" ASH
3099	1476	LIGUSTRUM 12
3100	1477	8" CEDAR ELM
3101	1478	18" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
3102	1479	LIGUSTRUM 14
3103	1480	6" CEDAR ELM
3104	1481	9" HACKBERRY
3105	1482	8" CEDAR
3108	1483	YAUPON 4
3109	1484	16" POST OAK
3110	1485	5" ASH
3112	1486	12" POST OAK
3113	1487	18" POST OAK MULTI STEM
3115	1488	13" POST OAK MULTI STEM
3116	1489	6" POST OAK
3117	1490	YAUPON 4
3118	1491	7" POST OAK
3119	1492	17" POST OAK MULTI STEM
3120	1493	7" ASH
3121	1494	12" POST OAK
3122	1495	8" POST OAK MULTI STEM
3123	1496	9" POST OAK
3125	1497	7" POST OAK
3126	1498	9" POST OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
3127	1499	12" CEDAR
3128	1500	20" POST OAK MULTI STEM
2213110057	2501	8" CEDAR
2213110058	2502	8" CEDAR
2213110059	2503	9" CEDAR
2213110060	2504	11" CEDAR
2213110061	2505	5" CEDAR ELM
2213110062	2506	9" CEDAR
2213110063	2507	5" CEDAR
2213110064	2508	8" CEDAR ELM
2213110065	2509	7" CEDAR
2213110066	2510	5" POST OAK
2213110067	2511	8" CEDAR
2213110068	2512	15" CEDAR
2213110069	2513	7" CEDAR
2213110070	2514	5" CEDAR
2213110071	2515	13" CEDAR
2213110072	2516	13" CEDAR
2213110073	2517	8" CEDAR
2213110074	2518	9" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110075	2519	8" CEDAR
2213110076	2520	9" CEDAR ELM
2213110077	2521	6" CEDAR
2213110078	2522	3" CEDAR ELM
2213210001	2523	12" CEDAR
2213210002	2524	19" CEDAR
2213210003	2525	10" CEDAR
2213210004	2526	8" POST OAK
2213210005	2527	10" CEDAR
2213210006	2528	10" CEDAR
2213210007	2529	8" CEDAR
2213210008	2530	6" CEDAR
2213210009	2531	16" CEDAR
2213210010	2532	7" CEDAR
2213210011	2533	8" POST OAK
2213210012	2534	11" CEDAR
2213210013	2535	12" CEDAR
2213210014	2536	9" CEDAR
2213210015	2537	11" CEDAR
2213210016	2538	9" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213210017	2539	8" CEDAR
2213210018	2540	3" HACKBERRY
2213210019	2541	12" HACKBERRY MULTI STEM
2213210020	2542	12" POST OAK
2213210021	2543	10" CEDAR ELM
2213210022	2544	6" CEDAR
2213210023	2545	3" CEDAR ELM
2213210024	2546	3" HACKBERRY
2213210025	2547	12" HACKBERRY
2213210026	2548	27" POST OAK MULTI STEM
2213210027	2549	3" HACKBERRY
2213210028	2550	8" HACKBERRY
2213210029	2551	6" CEDAR
2213210030	2552	8" HACKBERRY MULTI STEM
2213210031	2553	9" HACKBERRY
2213210032	2554	9" HACKBERRY
2213210033	2555	15" CEDAR
2213210034	2556	11" HACKBERRY MULTI STEM
2213210035	2557	3" HACKBERRY
2213210036	2558	5" HACKBERRY

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213210037	2559	14" CEDAR ELM
2213210038	2560	8" CEDAR ELM
2213210039	2561	10" HACKBERRY
2213210040	2562	15" CEDAR ELM
2213210041	2563	11" CEDAR
2213210042	2564	12" HACKBERRY
2213210043	2565	8" HACKBERRY
2213210044	2566	5" HACKBERRY
2214010001	2598	3" CEDAR ELM
2214010002	2599	5" LIVE OAK
2214010003	2600	15" CEDAR ELM
2212310000	2701	15" CEDAR
2212310001	2702	13" LIVE OAK MULTI STEM
2212310002	2703	BODARK 13
2212310003	2704	10" CEDAR
2212310004	2705	17" CEDAR ELM
2212310005	2706	22" CEDAR ELM
2212310006	2707	6" CEDAR ELM
2212310007	2708	8" LIVE OAK
2212310008	2709	10" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2212310009	2710	9" CEDAR ELM
2212310010	2711	11" CEDAR ELM
2212310011	2712	11" LIVE OAK
2212310012	2713	BODARK 7
2212310013	2714	13" CEDAR ELM
2212310014	2715	14" CEDAR ELM
2212310015	2716	9" CEDAR ELM
2212310016	2717	6" CEDAR ELM
2212310017	2718	13" CEDAR MULTI STEM
2212310018	2719	11" CEDAR
2212310019	2720	11" CEDAR
2212310020	2721	25" CEDAR ELM
2212310021	2722	5" CEDAR
2212310022	2723	4" LIVE OAK
2212310023	2724	8" CEDAR
2212310024	2725	17" CEDAR
2212310025	2726	22" HACKBERRY
2212310026	2727	11" CEDAR ELM
2212310027	2728	14" CEDAR
2212310028	2729	16" LIVE OAK MULTI STEM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2212310029	2730	13" POST OAK
2212310030	2731	34" LIVE OAK
2212310031	2732	13" CEDAR ELM
2212310032	2733	19" CEDAR ELM
2212310033	2734	7" CEDAR
3062	2735	10" CEDAR ELM
2212310035	2736	6" POST OAK
2212310036	2737	15" HACKBERRY
2212310037	2738	13" HACKBERRY
2212310038	2739	13" CEDAR ELM
2212310039	2740	14" CEDAR
2212310040	2741	17" CEDAR ELM
2212310041	2742	8" POST OAK
2212310042	2743	9" POST OAK
2213110000	2744	19" CEDAR ELM
2213110001	2745	11" CEDAR
2213110002	2746	10" CEDAR
2213110003	2747	11" POST OAK
2213110004	2748	6" POST OAK
2213110005	2749	9" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110006	2750	10" POST OAK
2213110007	2751	12" HACKBERRY
2213110008	2752	13" HACKBERRY
2213110015	2753	4" CEDAR ELM
2213110009	2753	4" CHINABERRY
2213110010	2754	4" POST OAK
2213110011	2755	20" CEDAR ELM
2213110012	2756	13" CEDAR ELM
2213110013	2757	16" CEDAR
2213110014	2758	8" CEDAR
2213110016	2760	4" HACKBERRY
2213110017	2761	11" CEDAR
2213110018	2762	3" CEDAR
2213110019	2763	14" CEDAR
2213110020	2764	15" CEDAR ELM
2213110021	2765	3" POST OAK
2213110022	2766	5" CEDAR
2213110023	2767	15" CEDAR
2213110024	2768	10" POST OAK
2213110025	2769	8" POST OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110026	2770	7" POST OAK
2213110027	2771	6" CEDAR
2213110028	2772	7" CEDAR
2213110029	2773	10" POST OAK
2213110030	2774	5" CEDAR ELM
2213110031	2775	10" CEDAR ELM
2213110032	2776	5" CEDAR ELM
2213110033	2777	12" CEDAR ELM
2213110034	2778	7" POST OAK
2213110035	2779	12" CEDAR ELM
3072	2779	12" CEDAR ELM
2213110036	2780	10" CEDAR ELM
2213110037	2781	12" CEDAR
2213110038	2782	8" CEDAR
2213110039	2783	13" CEDAR
2213110040	2784	13" CEDAR
2213110041	2785	14" CEDAR
2213110042	2786	13" CEDAR
2213110043	2787	10" CEDAR
2213110044	2788	8" CEDAR

DR. EB	CH. RG	DATE JUNE 2022
P.M. RG		
CAD FILE: 22001846 TREE & TOPO-220629.DWG		
JOB 22001846		
SHEET NO. 5 OF 6		
		REVISIONS

TREE LIST	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS



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TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110045	2789	6" HACKBERRY
2213110046	2790	10" CEDAR
2213110047	2791	9" CEDAR
2213110048	2792	13" POST OAK
2213110049	2793	6" CEDAR
2213110050	2794	16" CEDAR
2213110051	2795	13" POST OAK
2213110052	2796	9" CEDAR ELM
2213110053	2797	11" HACKBERRY
2213110054	2798	11" LIVE OAK
2213110055	2799	3" LIVE OAK
2213110056	2800	3" HACKBERRY
2214010004	2901	9" POST OAK
2214010005	2902	18" HACKBERRY
2214010006	2903	13" HACKBERRY
2214010007	2904	9" HACKBERRY
2214010008	2905	10" CEDAR ELM
2214010009	2906	9" CEDAR ELM
2214010010	2907	14" CEDAR ELM
2214010011	2908	10" HACKBERRY

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010012	2909	14" CEDAR ELM
2214010013	2910	6" CEDAR ELM
2214010014	2911	16" HACKBERRY
2214010015	2912	5" POST OAK
2214010024	2913	5" POST OAK
2214010016	2913	3" CEDAR ELM
2214010017	2914	8" HACKBERRY
2214010018	2915	12" CEDAR ELM
2214010019	2916	8" HACKBERRY
2214010020	2917	12" CEDAR ELM
2214010021	2918	10" CEDAR ELM
2214010022	2919	17" ELM MULTI STEM
2214010023	2920	5" HACKBERRY
2214010025	2922	9" HACKBERRY
2214010026	2923	3" CEDAR ELM
2214010028	2924	16" CEDAR ELM
2214010029	2925	17" CEDAR ELM
2214010030	2926	3" HACKBERRY
2214010031	2927	4" CEDAR ELM
2214010032	2928	5" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010033	2929	6" HACKBERRY
2214010034	2930	14" HACKBERRY
2214010035	2931	13" HACKBERRY
2214010036	2932	8" CEDAR ELM
2214010037	2933	13" CEDAR
2214010038	2934	13" CEDAR ELM
2214010039	2935	6" HACKBERRY
2214010040	2936	13" POST OAK
2214010041	2951	6" HACKBERRY
2214010042	2952	14" CEDAR ELM
2214010043	2953	14" CEDAR ELM
2214010044	2954	12" ELM MULTI STEM
2214010045	2955	5" CEDAR ELM
2214010046	2956	10" CEDAR ELM
2214010047	2957	5" CEDAR ELM
2214010048	2958	4" POST OAK
2214010049	2959	8" POST OAK
2214010050	2960	" PINE
2214010051	2961	11" CEDAR ELM
2214010052	2962	16" ELM MULTI STEM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010053	2963	15" CEDAR ELM
2214010054	2964	5" POST OAK
2214010055	2965	13" CEDAR ELM
2214010056	2966	15" CEDAR ELM
2214010057	2967	26" PINE
2214010058	2968	20" POST OAK
2214010059	2969	6" POST OAK
2214010060	2970	8" POST OAK
2214010061	2971	8" CEDAR
2214010062	2972	18" POST OAK
2214010063	2973	20" POST OAK
2214010064	2974	21" POST OAK
2214010065	2975	3" CEDAR ELM
2214010066	2976	16" CEDAR ELM
2214010067	2977	11" CEDAR ELM
2214010068	2978	16" CEDAR
2214010069	2979	9" HACKBERRY
2214010070	2980	9" HACKBERRY
2214010071	2981	9" CEDAR ELM
2214010072	2982	13" CEDAR ELM

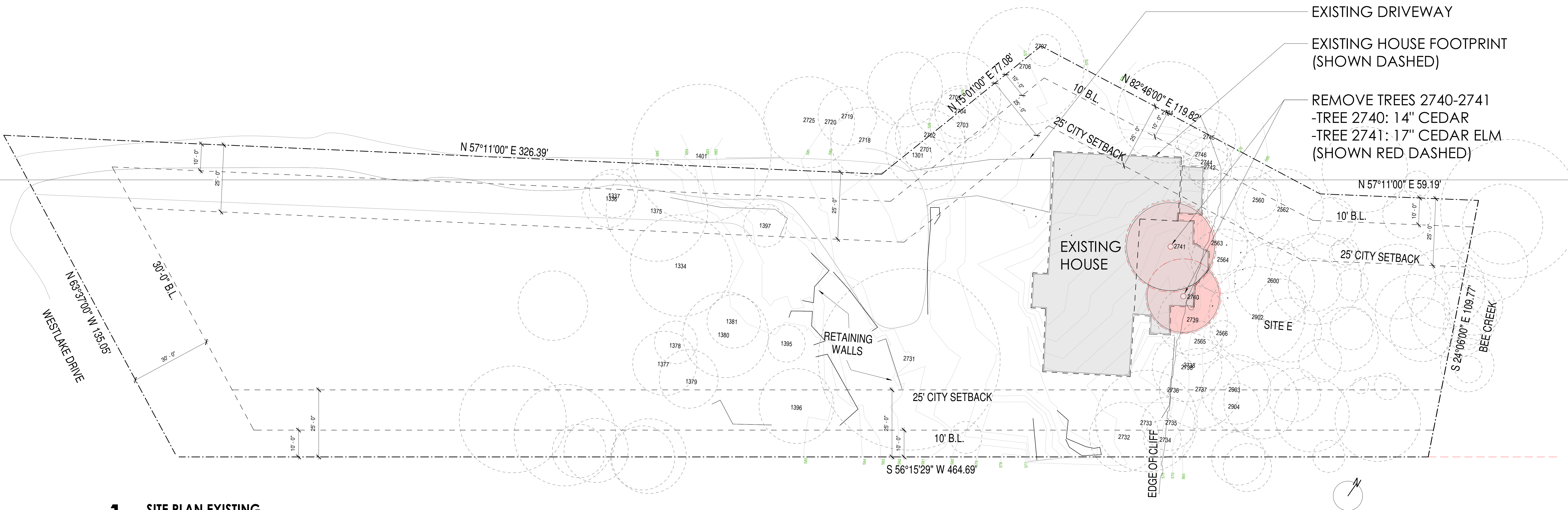
TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010073	2983	5" HACKBERRY
2214010074	2984	9" HACKBERRY

DR. EB	CH. RG	DATE JUNE 2022
P.M. RG		
CAD FILE: 22001846 TREE & TOPO-220629.DWG		
JOB 22001846		
SHEET NO. 6 OF 6		
		REVISIONS

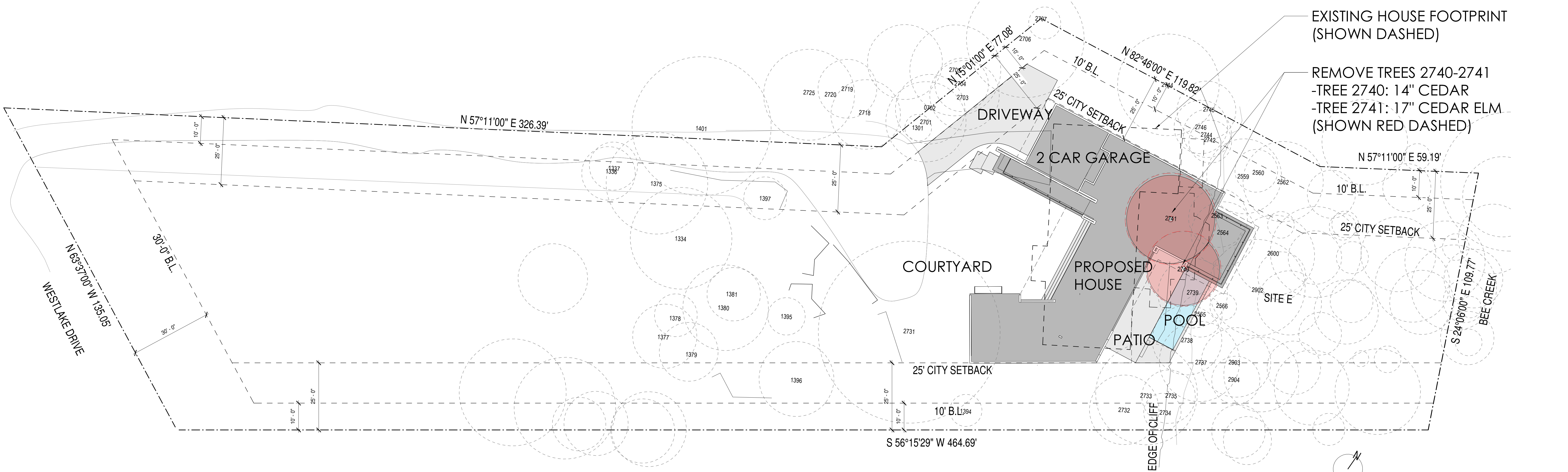
TREE LIST	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS



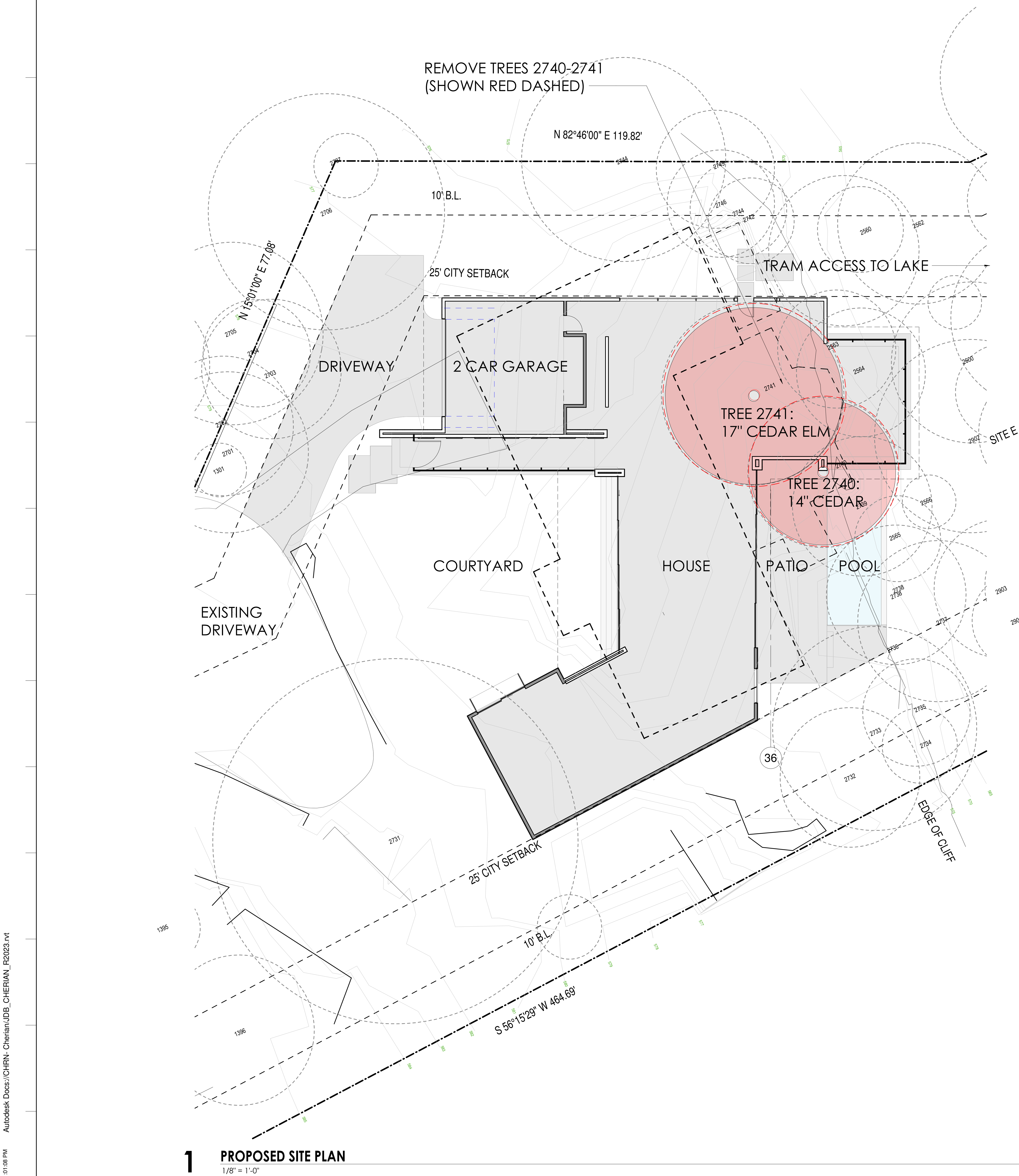
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1 SITE PLAN EXISTING
1/16" = 1'-0"



2 SITE PLAN PROPOSED
1/16" = 1'-0"



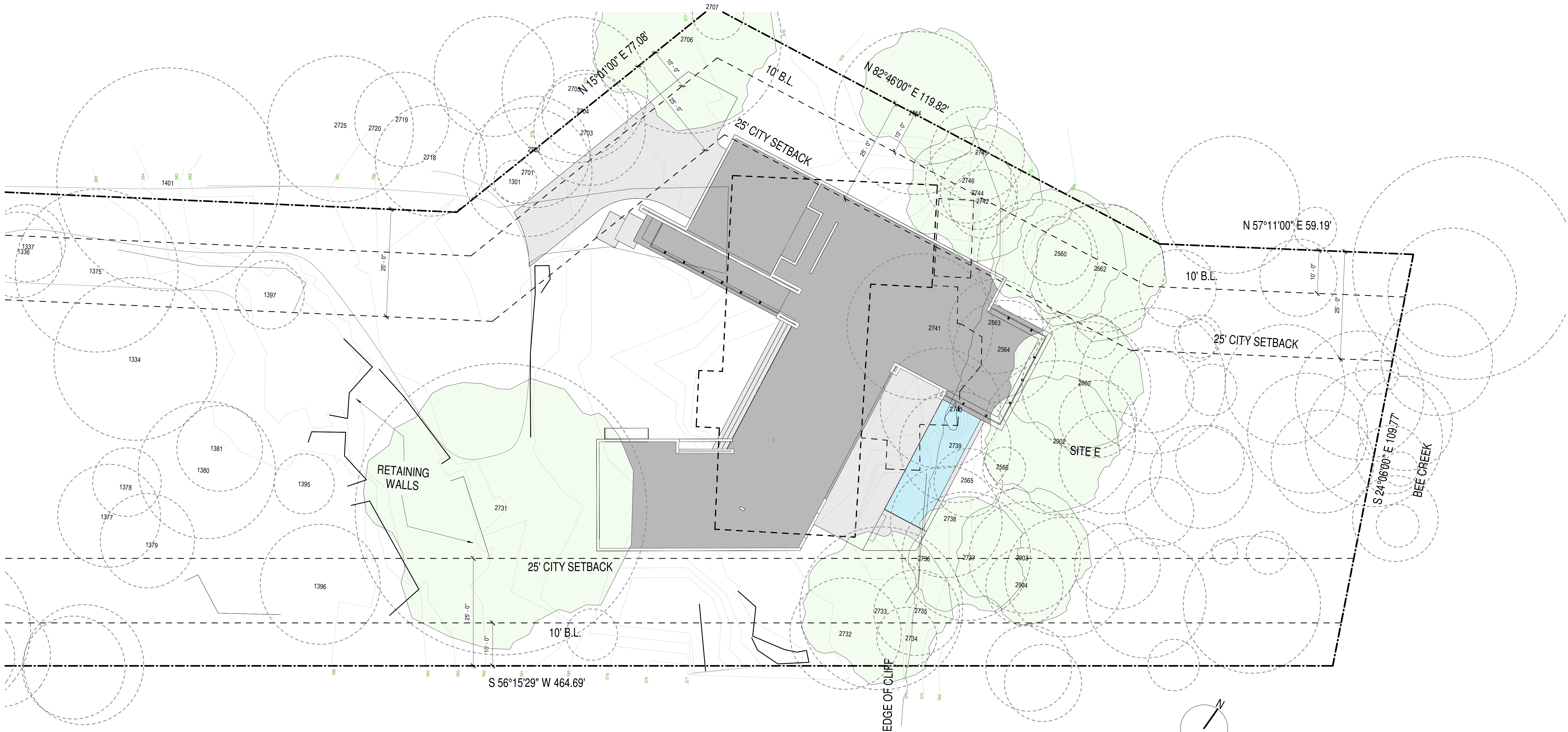
TREE SCHEDULE			
TREE NUMBER	SIZE	TYPE	STATUS
2731	34"	LIVE OAK	KEEP
2740	14"	CEDAR	REMOVE
2741	17"	CEDAR ELM	REMOVE



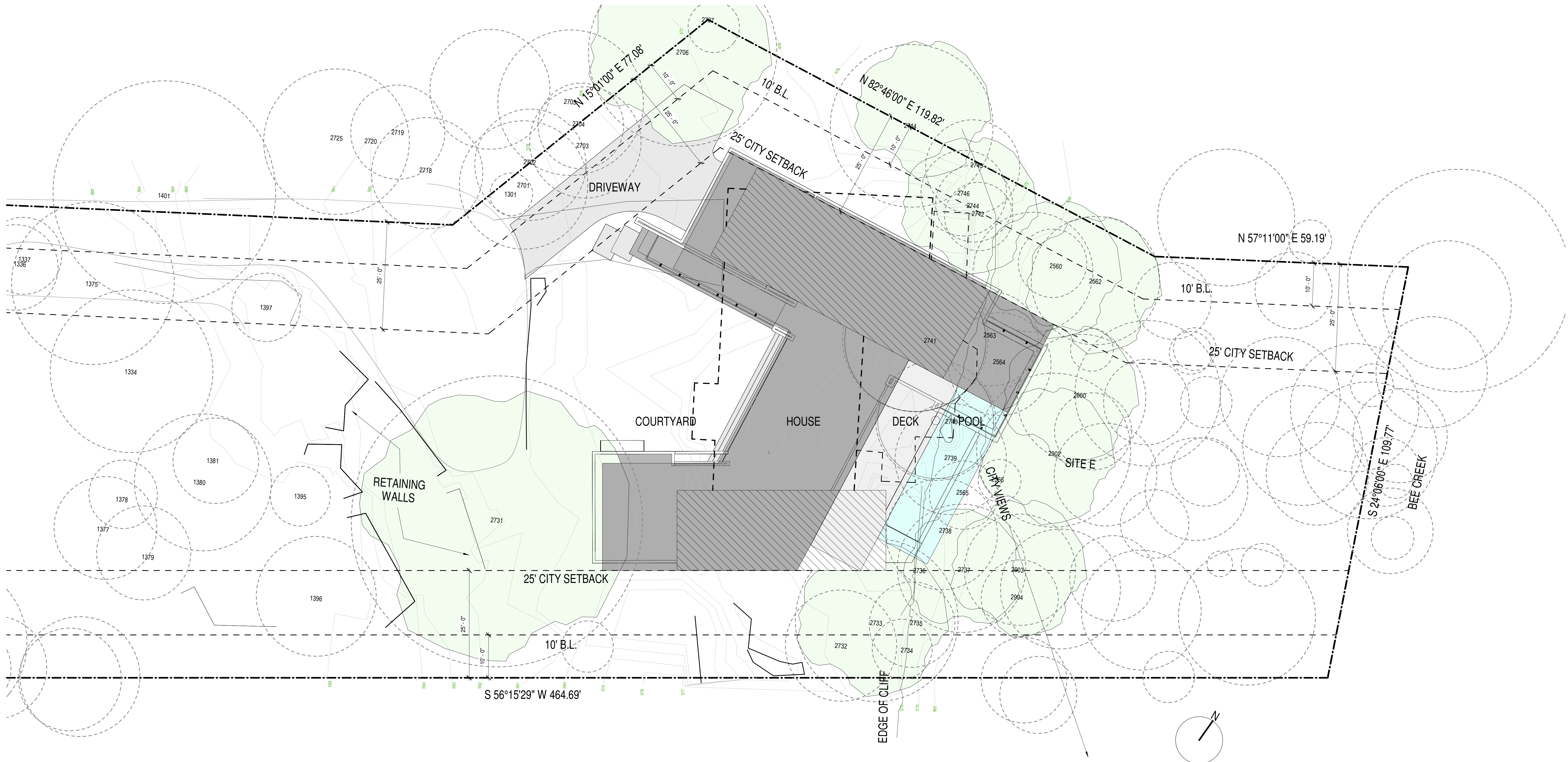
TREE 2741: 17" CEDAR ELM



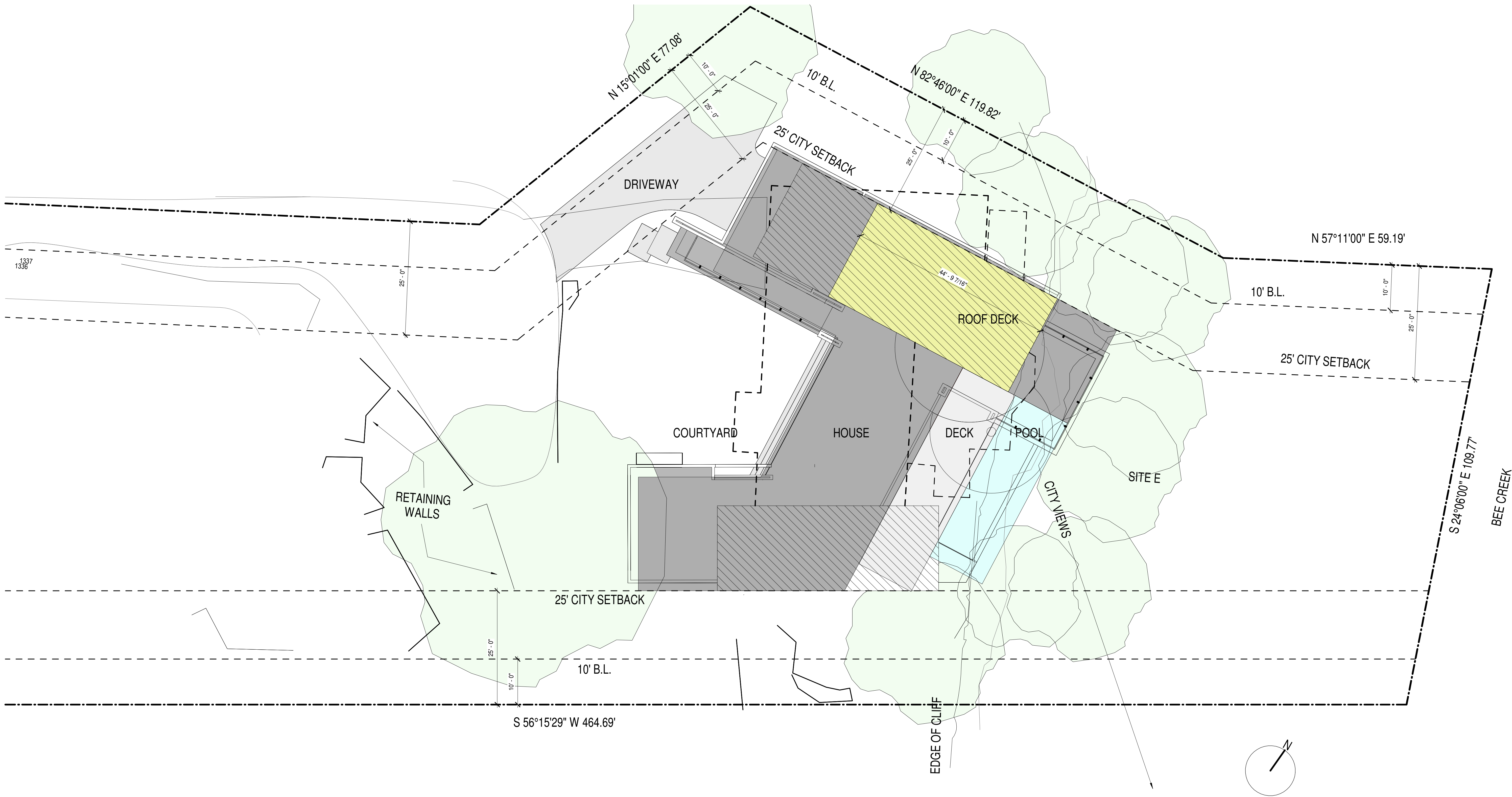
TREE 2740: 14" CEDAR



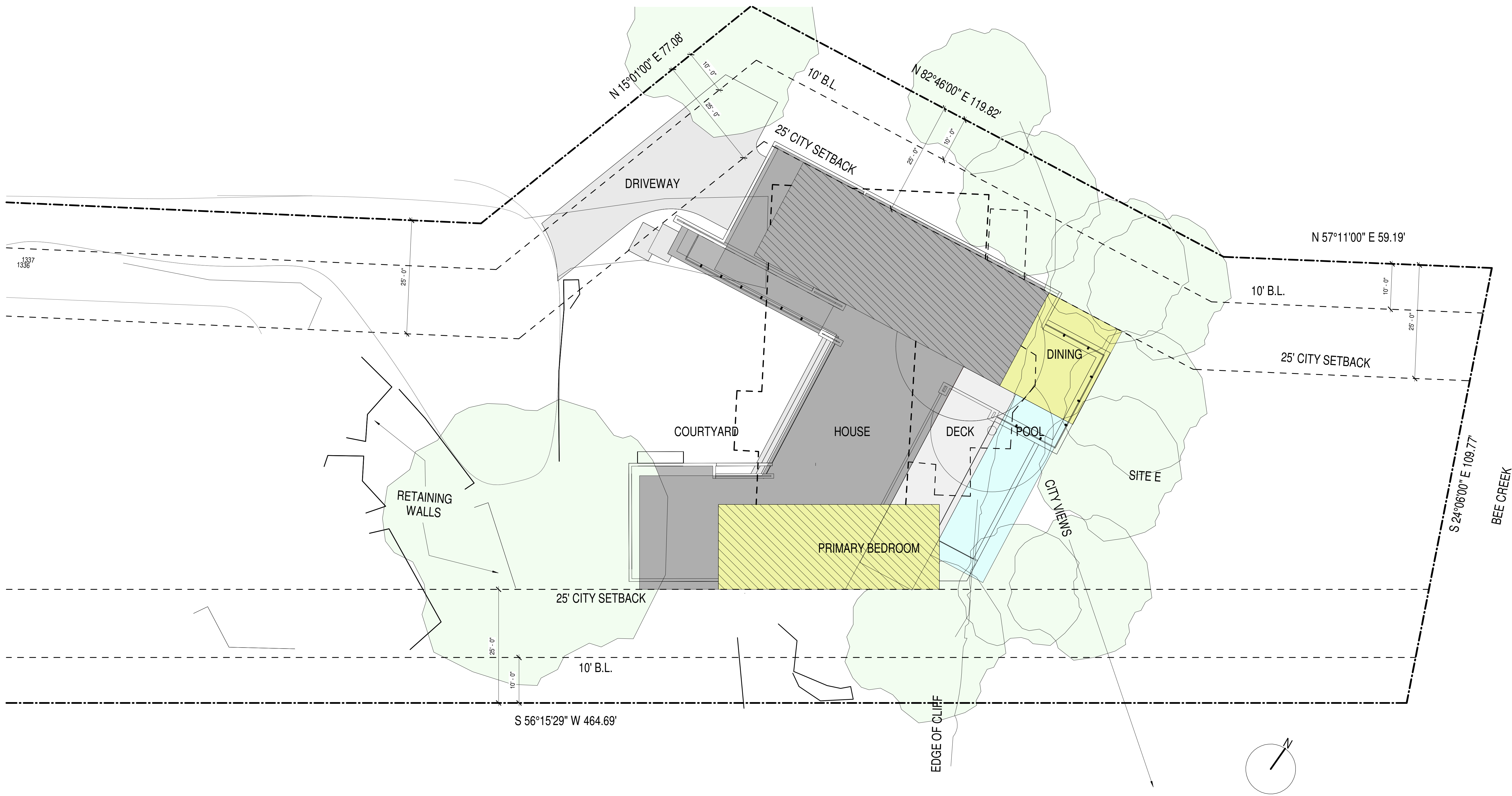
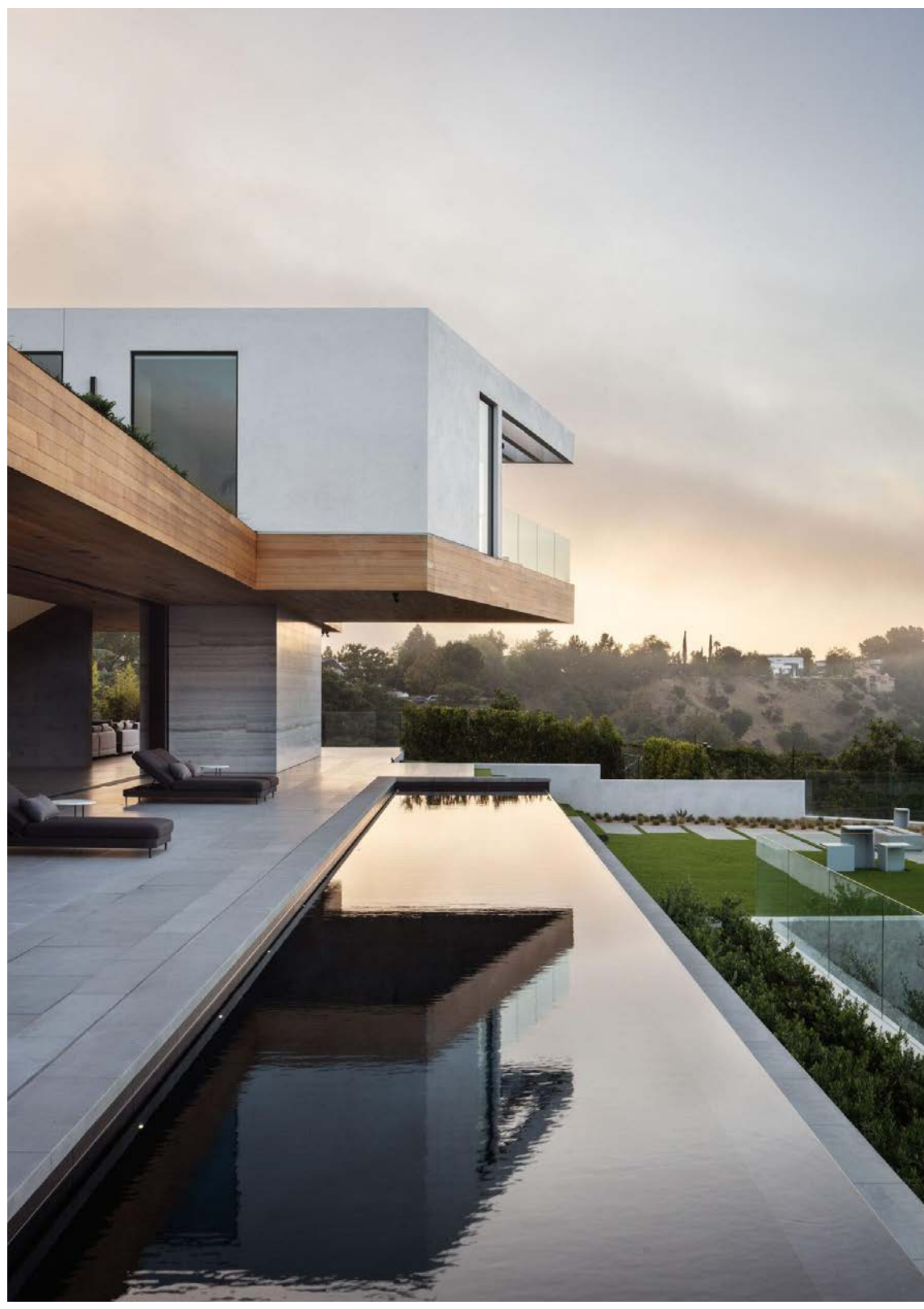
1 02 TREES IMPORTANT
3/32" = 1'-0"



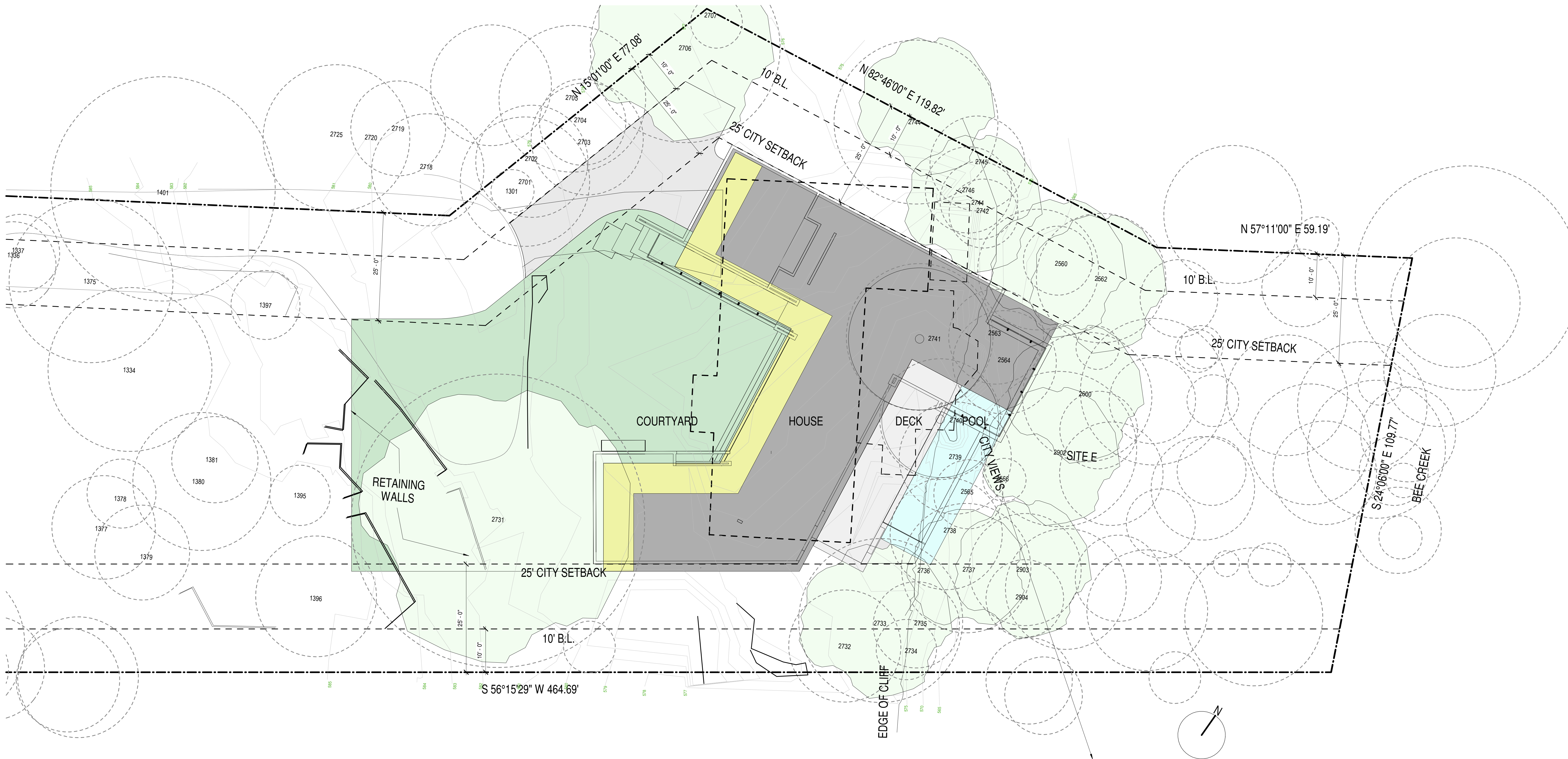
1 03 HOUSE LOCATION
3/32" = 1'-0"

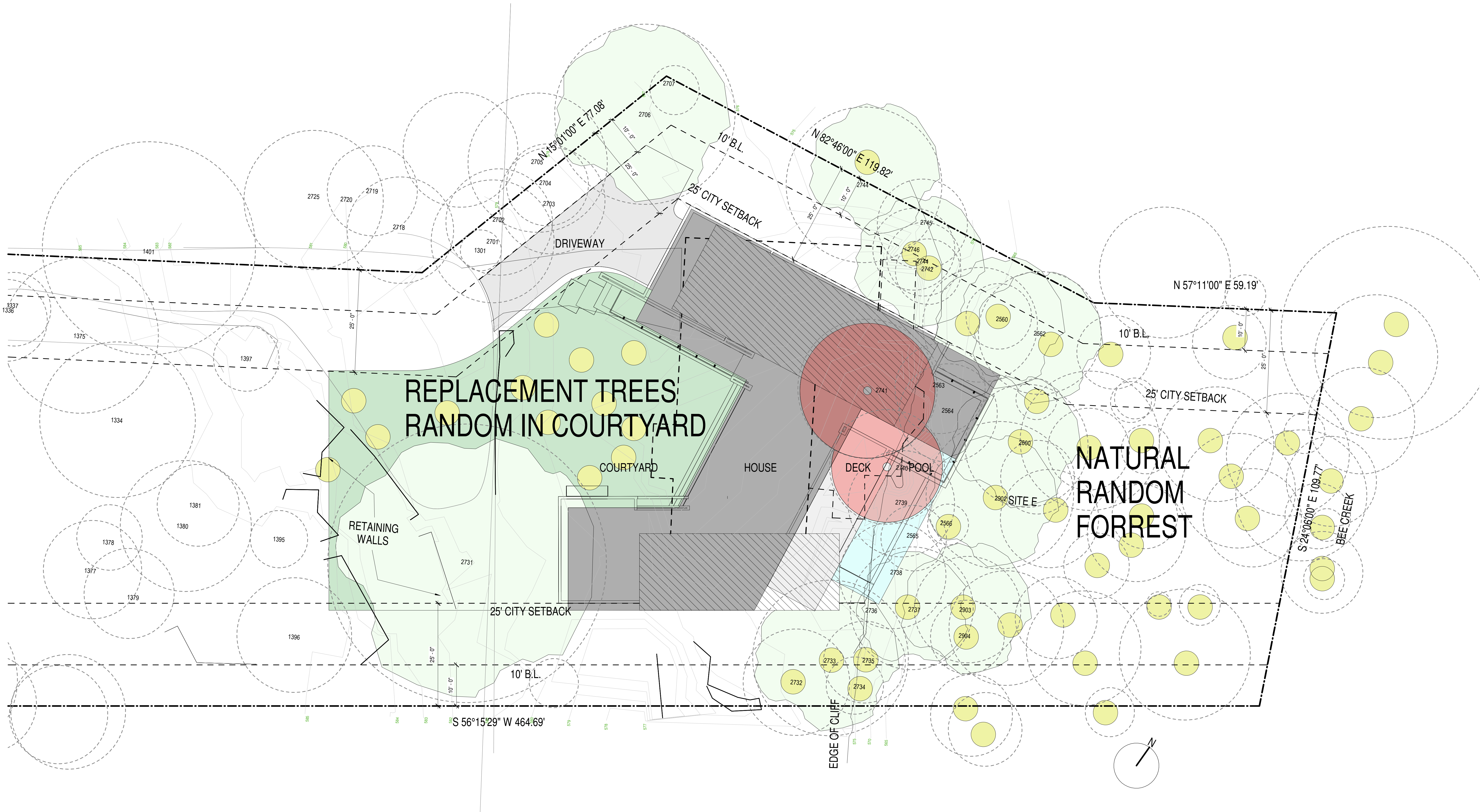
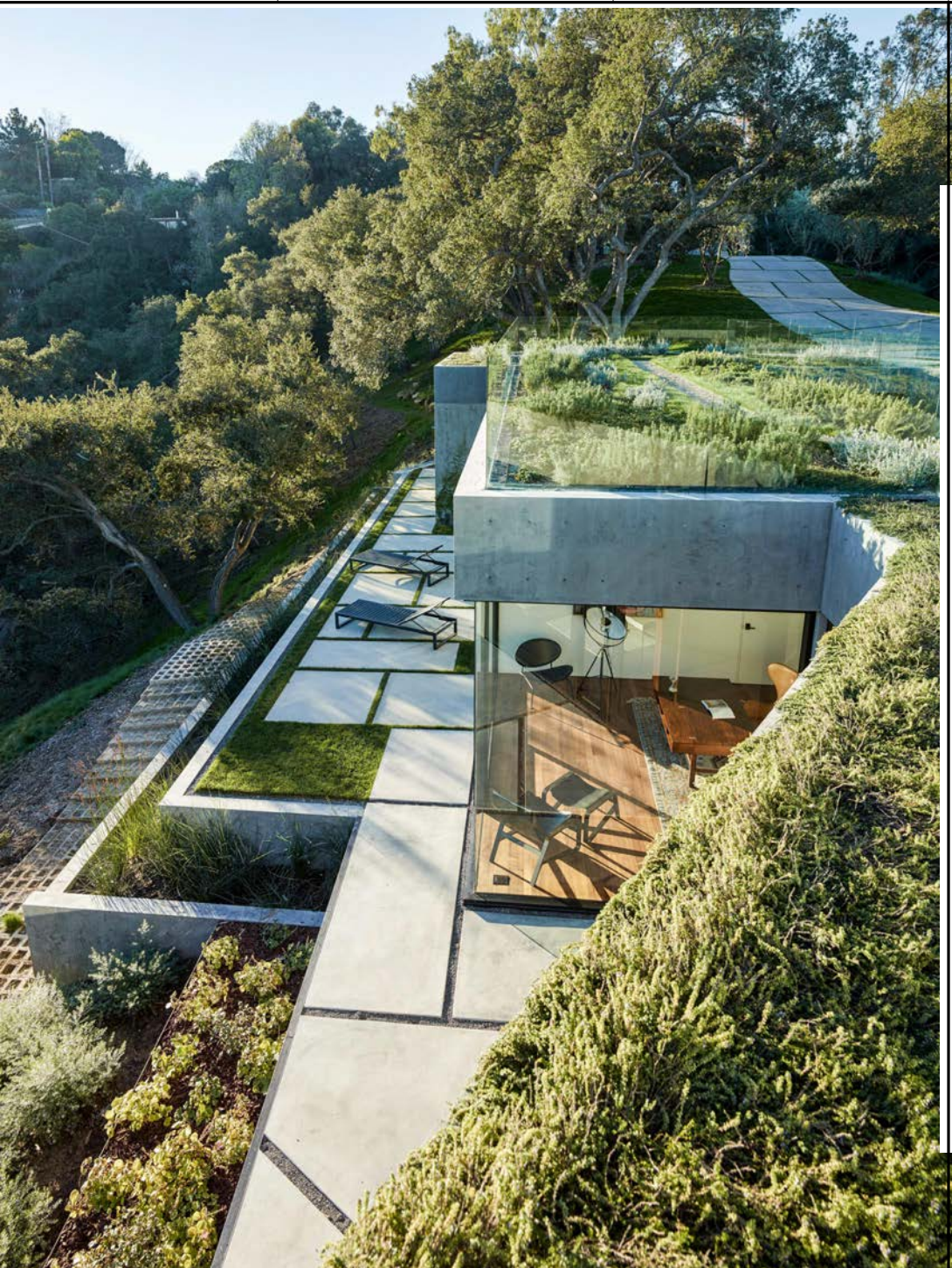


1 04 ROOF DECK
3/32" = 1'-0"



1 05 NESTLED IN TREES
3/32" = 1'-0"







City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>November 22, 2022</u>	Item Number:	<u>10</u>
Department:	<u>Building and Development Services</u>		
Prepared By:	<u>Ashby Grundman</u>	Cost / Budget:	<u>None</u>
Exhibits:	<u>See Attached</u>	Source of Funds:	<u>N/A</u>

Subject

Discuss and consider action on an appointment to fill the unexpired term for ZAPCO Position 1 (term expires September 30, 2023).

Recommendation

Staff recommends the City Council take action to fill the vacancy for the unexpired term of ZAPCO Position 1.

Discussion

The Zoning and Planning Commission consists of six (6) commissioners, five commissioners and a chair. Currently, Position 1 is vacant as the previous commissioner was appointed to fill the vacancy on City Council.

There are three active applications for the ZAPCO vacancy:

- Stephen Heilman
- Jeffrey Taylor
- Julia Webber

Approved By

	<i>Signature</i>	<i>Date</i>
Department Head	<u>Ashby Grundman</u>	<u>11/18/2022</u>
City Administrator	<u>Trey Fletcher</u>	<u>11/18/2022</u>