



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, December 14, 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 14th day of December 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 December 14, 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 22, 2022 Regular Meeting Minutes.
- b. Approval of 2023 ZAPCO meeting schedule and timelines for application process.
- c. Approval of renewal agreement with Crossroads Utility Services, LLC for maintenance and operation of sewer collection system.

4. Ceremonial Administer Oath of Office for Police Officer Coyne Steward.
5. Land Use **309 Westhaven Drive:** Discuss and consider action on variances to remove a tree with a diameter larger than 14 inches and two side setback encroachments for a remodel/addition to an existing single family residence (Sections 22.03.304 and 22.03.281 of the West Lake Hills Code). Applicant Michael Crockett.

DUAL ACTION ITEM

6. Administration Discuss and consider a recommendation to select a firm for Geotechnical and Materials Testing Services contract and authorize negotiation of a professional services agreement scope and fee.
7. Administration Discuss and consider action on an agreement with Texas Disposal Systems (TDS) for solid waste collection and disposal services.
8. Executive Session Convene into executive session pursuant to:
 - a. Section 551.072 of the Texas Government Code regarding deliberation about real property, including 911 Westlake Drive; and
 - b. Section 551.071 of the Texas Government Code and Texas Disciplinary Rules of Professional Conduct Section 1.05 for consultation with attorney regarding appeal by Plaintiff Alvarez to the Court of Appeals, No. 03-22-00767-CV, from the District Court decision in Cause No. D-1-GN-21-007357; Alvarez v. City of West Lake Hills Board of Adjustment, Travis County Texas - 1505 Wildcat Hollow.
9. Executive Session Reconvene into open session and take action if and as deemed appropriate in the City Council's discretion regarding deliberation about real property and consultation with attorney.
10. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the December 14, 2022 City Council Regular Meeting was

posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, December 9, 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
Tuesday, November 22, 2022 at 7:00 PM

1. Call to Order

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

CITY COUNCIL PRESENT:

Mayor Linda Anthony
Mayor Pro Tem Gordon Bowman
James Vaughan
Beth South
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
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 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.

Mayor Anthony moved Item #6 to the Consent Agenda as it was administrative in nature and approved by ZAPCO.

Councilmember Vaughan requested that Item #3c be removed from the Consent Agenda and postponed until the next meeting. Second by Councilmember South.

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 approve the amended Consent Agenda which includes items 3a, 3b, and 6. Motion carried.

4. Administration Presentation of 2022 We Hire Vets Recognition to the City of West Lake Hills by the Texas Workforce Commission.

Mayor Anthony, on behalf of the City of West Lake Hills, was presented the award by Aaron Demerson, Commissioner Representing Employers for 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.

Trey Fletcher gave a brief summary. ZAPCO and staff recommend approval. Public comments were received from Mindy Vescovo and Frosty Moore.

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

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.

Item was moved to the Consent Agenda.

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.

Trey Fletcher gave a brief summary. ZAPCO and staff recommend approval. Public comment was received from Alexis Viator by phone.

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

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.

Trey Fletcher gave a brief summary. ZAPCO and staff recommend approval. Representative from Jenkins Design was available to answer questions.

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

9. Administration Receive an educational presentation from Infravest regarding public private partnership (P3) basics.

Samuel Franco with Infravest presented information regarding Public-Private Partnerships (P3) to Council.

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

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember Walker, the Council voted four (4) for and none (0) opposed to appoint Julia Webber to fill the unexpired term on ZAPCO. Motion carried.

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.

Council convened into Executive Session at 8:14 p.m.

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.

Council reconvened in Open Session at 8:52 p.m. No action was taken.

13. Adjournment

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember Vaughan, the Council voted four (4) for and none (0) opposed to adjourn the meeting at 8:53 p.m. Motion carried.

Respectfully submitted,

ATTEST:

LINDA ANTHONY, MAYOR

Terry Blanchard, TRMC
City Secretary

These minutes were approved on _____, 20__.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>December 14, 2022</u>	Item Number:	<u>3B</u>
Department:	<u>Building and Development Services</u>		
Prepared By:	<u>Ashby Grundman</u>	Cost / Budget:	<u>N/A</u>
Exhibits:	<u>See Attached</u>	Source of Funds:	<u>N/A</u>

Subject

Approval of 2023 ZAPCO meeting schedule and timelines for application process.

Recommendation

Staff recommends approval of the 2023 Meeting Schedule.

Discussion

Texas Local Government Code has application and approval requirements that municipalities must adhere to. The proposed schedule allows us to comply with the statutory requirements based on the ZAPCO and Council meeting schedules.

Approved By

Signature

Date

Department Head

City Administrator

Signature

Date

2023

January						
Su	Mo	Tu	We	Th	Fr	Sa
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May						
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October						
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December						
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31						

2023 Subdivision & Zoning Application Submittal Schedule					
Submittal Date	ZAPCO	# of Days	City Council/BOA	# of Days	Total Review (Days)
12/19/2022	1/18/2023	30	2/8/2023	21	51
1/17/2023	2/15/2023	29	3/8/2023	21	50
2/13/2023	3/15/2023	30	4/12/2023	28	58
3/20/2023	4/19/2023	30	5/10/2023	21	51
4/17/2023	5/17/2023	30	6/14/2023	28	58
5/22/2023	6/21/2023	30	7/12/2023	21	51
6/19/2023	7/19/2023	30	8/16/2023	28	58
7/24/2023	8/23/2023	30	9/13/2023	21	51
8/21/2023	9/20/2023	30	10/11/2023	21	51
9/18/2023	10/18/2023	30	11/8/2023	21	51
10/16/2023	11/15/2023	30	12/13/2023	28	58
12/18/2023	1/17/2024	30	2/14/2024	28	58
City Holiday - City Offices Closed					
Subdivision/Zoning Application Submittal Date					
Zoning and Planning Commission Meeting Date					
Board of Adjustment & City Council Meeting Date					
City Council Meeting Date					
See application for submittal requirements. Applications can be found here: https://www.westlakehills.org/95/Building-Development					
All applicants must schedule an intake meeting to submit and incomplete applications will not be accepted. Please contact Mark Littrell (pzsec@westlakehills.gov) or Kathy Roche (kroche@westlakehills.gov) to schedule an appointment. All fees are due at the time of submittal. There is no ZAPCO meeting in December and only one City Council meeting in December.					

**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 two years prior 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

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

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

b is the Base CPI

c is the index point change

d 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(b); 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) Inventory and maintain a list of any 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 environmental impact, 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, in the aggregate, the sum of \$1,000 per month without prior approval from the Utility.

(d) 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 City Council meetings will be reimbursed to Crossroads at regular time 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
(viii)	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 THIS 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 THIS CONTRACT. THIS 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 THIS 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 THIS 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: _____

Its _____

Its _____

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	1 Hr.
A-Frame Winch	\$20.00	1 Hr.
Air Compressor	\$28.00	1 Hr.
Air Compressor (Small)	\$11.00	1 Hr.
Arrow Board	\$24.00	1 Hr.
Back Hoe & Trailer	\$80.00	2 Hr.
Blower	\$7.00	1 Hr.
Chain Saw	\$14.00	1 Hr.
Cordless Hand Tools	\$11.00	1 Hr.

Cutoff Saw (Plus cost of blades)	\$23.00	1 Hr.
Cutting Torch	\$17.00	1 Hr.
Dump Truck (Crossroads)	\$225.00	2 Hr.
Electric Hand Tools	\$17.00	1 Hr.
Extension Ladder (20')	\$10.00	1 Hr.
Fresh Air Blower	\$18.00	1 Hr.
Gas Generator – 110V	\$18.00	1 Hr.
HD Service Truck	\$50.00	2 Hr.
HD/Small Crane Truck	\$82.00	2 Hr.
Jack Hammer	\$31.00	1 Hr.
Jetting Trailer	\$104.00	2 Hr.
Jumping Jack	\$14.00	1 Hr.
Light Tower (1,000 Watt)	\$10.00	1 Hr.
Meg/Ohm Meter	\$10.00	1 Hr.
Metal Detector	\$32.00	1 Hr.
Plate Compactor	\$17.00	1 Hr.
Pressure Washer	\$24.00	1 Hr.
Road Plate	\$23.00	1 Hr.
Service Vehicle	\$40.00	1 Hr.
Shoring	\$40.00	1 Hr.
Skid Steer & Trailer	\$80.00	2 Hr.
Small camera (for televising)	\$95.00	1 Hr.
Tapping Tools	\$35.00	2 Hr.
Utility Dump Trailer	\$50.00	2 Hr.
Utility Line Locator	\$88.00	1 Hr.
Utility Trailer	\$25.00	2 Hr.
Wastewater Camera (Saturn)	\$2.75/linear foot and \$750 minimum	2 Hr.
Wastewater Vacon Truck 1500 gal. (Crossroads)	\$325.00/hr. plus \$0.75 per gallon disposal	2 hr.
Wastewater Vacuum Trailer (Crossroads)	\$100.00	2 hr.
Weed eater	\$7.00	1 Hr.
Welding Machine	\$25.00	1 Hr.

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
Board of Adjustment/City Council

AGENDA REPORT

Meeting Date:	December 14, 2022	Item Number:	BOA: 4 & Council: 4
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

309 Westhaven Drive: Discuss and consider action on variances to remove a tree with a diameter larger than 14 inches and two side setbacks encroachments for a remodel/addition to an existing single-family residence (Sections 22.03.304 and 22.03.281 of the West Lake Hills Code). Applicant Michael Crockett.

DUAL ACTION ITEM

Recommendation

Staff recommends approval of the variance as requested. The proposed additional stays in alignment with the existing house, and the tree falls in the middle of the buildable area and will be replaced per code.

ZAPCO voted to recommend approval, motion passed (3-2).

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Michael and Brooke Crockett
Legal Description: Lot 35 Westlake Park
Lot Size: 0.3422 acres (14,905.26 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 variance request for two setback encroachments and removal of one tree.

The tree is T100, a 26-Inch Live Oak that falls directly in the center of the property and cannot be worked around as the critical root zone takes up the entire width of the buildable area and about one-third of the entire developable area on the lot. This tree requires 39-inches of replacement per code.

The two setbacks are the two side setbacks. Code requirement is 20 feet for a two-story structure, and the applicant has the structure at 15-feet from each property line with a roof overhang on each side. Doing this preserves additional vegetation on the lot as there are several variance sized oak trees the applicant is working to save with this proposal.

Variance Criteria Review:

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

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

The Westlake Park subdivision has a traditional post-war neighborhood design and layout. The lots are typically much smaller than the median West Lake Hills lot and the resulting buildable area within the trees and setbacks creates significant challenges.

This lot, having had an unmodified existing house (1,440sf) on the lot since 1960, has allowed many mature trees to hem in the building site. The lot has a 26" oak (#100) directly in the center of the lot just behind the existing house. Providing reasonable protection to the root zones, such that the tree would likely survive construction, severely limits the buildable area, and removal of this one tree can allow all of the remaining mature trees to remain.

There are two large 23" live oaks on the west side of the house (#71 & #72) that are very prominent from the street and create a significant canopy for our neighbors to the west (307 Westhaven Dr.). Building a second floor on top of the existing house would require removal of significant parts of this canopy. Additionally, these trees are located very close to the foundation of the existing house, and removal or reconstruction of the existing foundation could impact the health of those trees.

Additionally, the existing house is non-conforming to the current code setbacks, with an 8.4' setback on one side and 15.2' on the other, but with 2' eaves projecting beyond in both cases. The topography behind the existing house falls off rapidly and would cause a traditional two story house to be taller than the maximum height of 30'.

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

We are proposing to only impact one central tree that stands alone, allowing us to preserve the next line of trees running across the middle of the site. Trees #90, #91, #92, #93 and #94 located nearer the side property lines can all remain. We propose to plant the necessary mitigation trees.

Additionally, we propose to step down with the natural terrain to create a walk out basement rather than building a large foundation wall, or a taller two story house, that would require the removal of significant parts of the canopy on the two large prominent live oaks on the west side of our house (#71 & #72), which also provide significant benefit to our neighbors.

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

We considered tearing down the existing house completely and building an all new two-story house within the allowable building footprint taking into account both the 20' two story setbacks and the ½ critical root zones of the existing trees. We rejected this for all of the following reasons:

1. The remaining buildable footprint is about 1,800sf and so a two story building with a 450sf two car garage would only net 3,150sf of house. Adding any articulation to the walls or footprint would only reduce this area. This would result in a severe size restriction on a ¼ acre lot.

2. The existing house is true to the character of the neighborhood and provides good bones to update and reuse. It is neither environmentally prudent or cost effective to simply teardown 1,718sf (including the garage) of usable existing building without considering reasonable alternatives.

3. A two story house that goes up a floor above the ground floor is much more of a visual disturbance to our neighbors than one that has a walkout basement (which is the norm for our neighborhood). This is particularly true for 310 Westhaven drive across the street, which currently enjoys a lovely city view over our house out an expansive glass wall that is the main design feature of that residence. Building a traditional 2 story house would block this view entirely. Additionally a two story house built in place of the house, would require removing significant parts of the canopies of the two 23" live oaks just west of our house, and the construction could endanger their health.

We considered building only a single-story house by removing the basement level entirely and just building a larger foundation wall. This would result in the same massing of the house, with the roof at the same height as proposed, however, filling that 7' with concrete would be a waste of construction and space resources, provide no benefit to our neighbors, and to achieve similar SF would necessitate an even larger footprint extending further into the back yard. This would endanger the root zones of trees #90, #91, #92, #93, and #94. Additionally, the resulting deeper 1 story house would actually be taller (as the grade falls away) than the shorter walk out basement house proposed.

We considered not having eaves on the addition to the house, but the resulting building felt very out of character, both with the existing house and the neighborhood. The proposal is to maintain the limits and dimensions of the existing eaves on the rear addition as this creates minimal additional impact on the visual presence of the house beyond what is already there while complementing the mid-century ranch style house.

The proposed alternative finds a way to reuse the existing structure, add a desirable amount of SF to bring the house in line with homes typical of West Lake Hills, preserve significant live oaks growing in a band across the middle of the site, all while minimizing any additional visual impact on our neighbors, or the public street.

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

Removal of the 26" Tree: Removing this one tree, centrally located in our backyard, allows all other trees to be maintained. As the residents of the house, we are the primary beneficiaries of this rear tree, and the impact is less than if trees closer to the property lines were removed or significantly trimmed back.

Two Story side yard variance: We propose sticking to the 1 story setback lines, not building up from the existing 1-story home, but using the falling grade to build a walkout basement. The walk-out basement is the norm for our neighborhood and is present in 301, 305, and 311 Westhaven and 203, 205, 207, 301, 303, 305 and 309 McConnell among others, which all have 1 story street fronts and walk-out basements to the rear. The result is a two story home, technically, but not in the way the house is perceived from the street, and it is only very minimally perceptible from the side elevations as well. This allows us to get the SF of a two story home while not blocking the view of our neighbors, nor adding a significantly larger 1 story footprint which would be both more visible to our neighbor's backyards and encroach on the root zones of the band of oaks running across the middle of the lot.

Eave Variance: we propose to match the existing eave on the rear addition. This eave does not extend further out than the existing, but maintains the existing character of the house.

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

We believe the intent of the current code is not to unduly restrict and punish small lots, but to maintain the character and beauty of West Lake Hills, both in the housing stock and the trees and vegetation, and to protect the privacy and view of one's neighbors. Every time I sit at Mozarts with a coffee, I look across the lake and point out how dramatic the visual difference is between the 30' max height houses of West Lake Hills and the houses of Travis County. We are trying to stay true to this intent and minimize the visual mass of the addition to our house. We believe that we are being good neighbors, maintaining and improving the character of our house in a way that minimizes the visual impact on our neighbors and the public street, improves property values by updating and restoring an original house in the neighborhood to current building and market standards, while keeping all but one mature tree (of which we are the primary beneficiary of that tree).

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

The rear addition is nearly completely unseen from the front of the house. The proposed roof ridge of the addition matches the existing and is not visible from the street. This is a huge benefit to our neighbor across the street as it will maintain their downtown view for many years to come (As opposed to someone buying the lot as a tear down and building a large traditional two story home). Only our directly adjacent side neighbors can see the addition, however both of these adjacent neighbors have existing houses which extend further back into their lots than our proposed addition. So by remaining shorter than their existing houses, we protect their backyard views. We are building the desired SF in a more compact footprint by capturing the space of the walk out basement and by this we are able to keep from extending further back beyond their existing houses. Thus we minimize the visual impact on these neighbors. Additionally we are able to maintain significant trees and tree canopy around the property, that would be lost with many of the other solutions considered.

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.

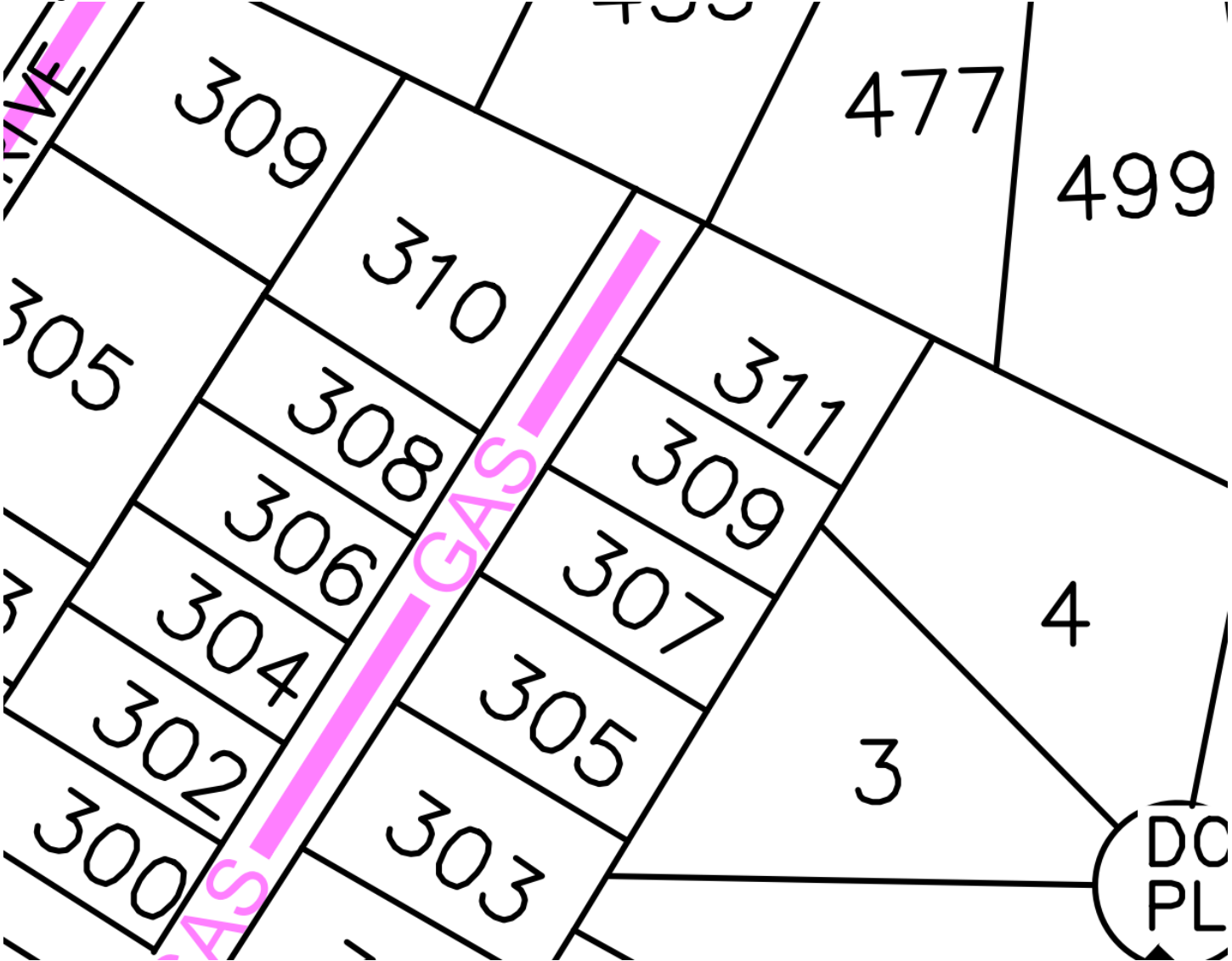
Comprehensive Planning Analysis

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. 22.03.281](#) [Schedule of Regulations](#)
- [Sec. 22.03.304](#) [Tree and Vegetation Removal and Replacement](#)

Zoning:



Aerial:



Approved By

Signature

Date

Department Head

Signature

Date

City Administrator

ADDRESS:
309 WESTHAVEN DRIVE, 78746

Waterloo Surveyors
SURVEY PLAT

(S 34°14'00" W 85.00')
S 34°50'12" W 84.66'

A0795TT

Vista De La Cima Subdivision
87/19B

lot 4

lot 3

Found 1/2"
Iron Rod

Found 1/2"
Iron Rod

TREE LIST
NO# SIZE TYPE

#56, 14" Spanish Oak
#57, 5.5" Crepe Myrtle
#58, 6" Crepe Myrtle
#59, 19" Spanish Oak
#60, 13" Elm
#71, 23" Live Oak
#72, 23" Live Oak
#88, 3" Hackberry
#89, 4" Hackberry
#90, 20.5" Juniper
#91, 20" Live Oak
#92, 13" Live Oak
#93, 15" Live Oak
#94, 20" Live Oak
#95, 20" Live Oak
#96, 3" Hackberry
#100, 26" Live Oak
#101, 28" Live Oak
#103, 4" Juniper
#104, 20" Juniper
#105, 8" Live Oak
#106, 8" Live Oak
#110, 17" Live Oak
#111, 31.5" Live Oak

tree

root
zone
+/-

LOT 35
0.3320 acres
14,464 sq. ft.

LOT 36

S 55°17'00" E 172.20'
S 55°17'00" E 171.80'

Cortona Subdivision
Doc#200100129

lot 3

lot 2

LEGEND

HOG WIRE —W—W—W—
WOOD FENCE —//—//—//—
OVERHEAD ELECTRIC —e—●—e—e—
POWER POLE —●—
WATER METER (M)
WATER VALVE (V)
CLEANOUT (C)
GAS METER (G)
SEPTIC LID (S)

NOTE:
THE TREE CIRCLES SHOWN HEREON
HAVE ONE (1) FOOT RADIUS DRAWN
FOR EVERY ONE (1) INCH OF
MEASURED TRUNK DIAMETER AS
MEASURED 4.5' FROM GROUND UP.
MULTI-TRUNK TREES ARE DISPLAYED
USING THE FOLLOWING FORMULA:
SUM OF THE LARGEST TRUNK + 1/2
OF THE SUM OF SMALLER TRUNKS.

NOTE:
THIS SURVEY WAS PERFORMED
WITHOUT THE BENEFIT OF A
TITLE COMMITMENT AND OTHER
EASEMENTS, RESTRICTIONS
AND CONDITONS MAY APPLY

NOTE:
THE ELEVATIONS SHOWN HEREON ARE
NAVD88, BASED ON LOCAL NETWORK
GPS OBSERVATION.

FIRM# 10124400

© Copyright 2022

LEGAL DESCRIPTION:

LOT 35, WESTLAKE PARK, A SUBDIVISION IN
TRAVIS COUNTY, TEXAS, ACCORDING TO THE
MAP OR PLAT THEREOF RECORDED IN VOLUME
7, PAGE 74, PLAT RECORDS, TRAVIS COUNTY,
TEXAS.

State of Texas:
County of Travis:

The undersigned does hereby certify that this survey
was this day made on the property legally described
hereon and is correct, and this survey substantially
complies with the current Texas Society of Professional
Surveyors Standards and within

Specifications for a Category 1B,3,6, Condition II Survey.

Dated this the 3RD day of AUGUST, 2022

And the property described hereon IS NOT
a special flood hazard area as identified by the Federal
Insurance Adm. Department of HUD Flood hazard boundary
map revised as per Map Number: 48453C0445K

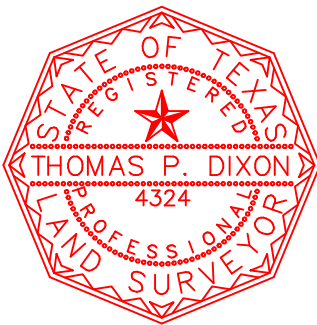
(BM)

Bench Mark

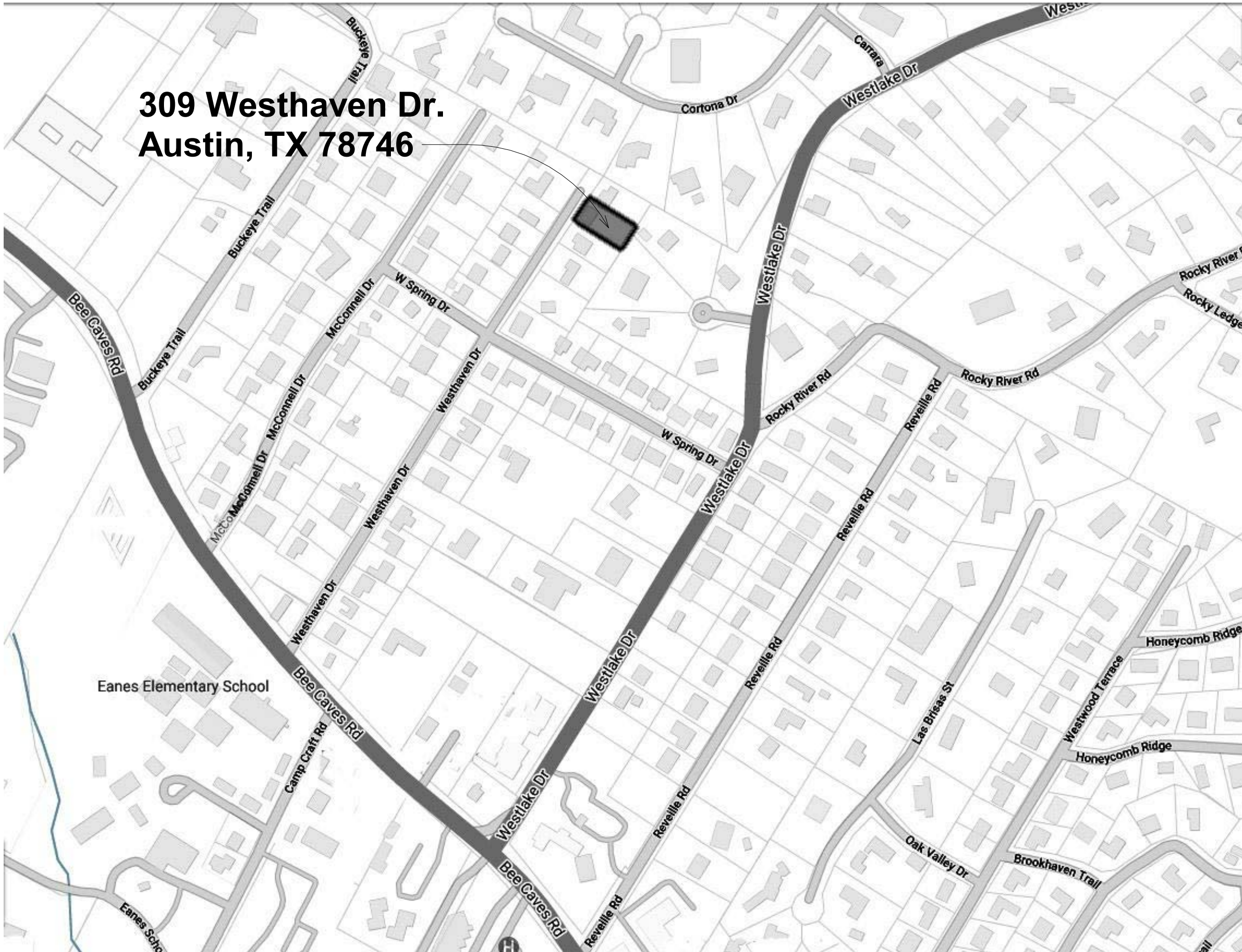
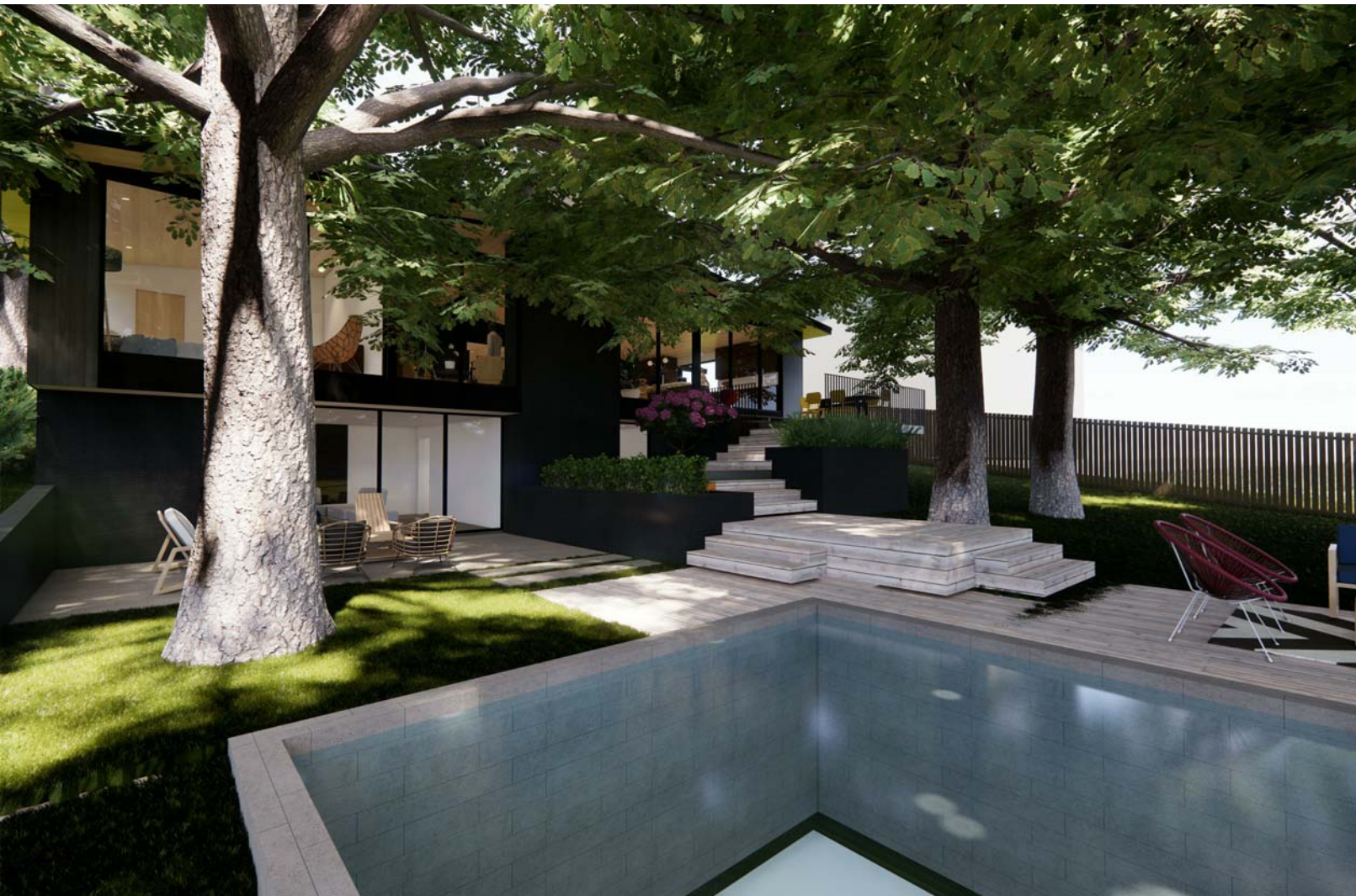
Set "□" on curb
Elev. 805.3'
NAVD88

Zone: X Dated: 01/22/20

Thomas P. Dixon R.P.L.S. 4324



309 Westhaven Drive - Remodel



GENERAL PROJECT NOTES

1. FIELD VERIFY DIMENSIONS PRIOR TO START OF THE WORK.
2. DO NOT SCALE DRAWINGS; WRITTEN DIMENSIONS SHALL GOVERN.
3. NOTIFY ARCHITECT OR OWNER OF ANY DISCREPANCIES OR NONCOMPLIANCE FOUND IN THE DRAWINGS PRIOR TO PROCEEDING WITH CONSTRUCTION OR ORDERING OF MATERIALS.
4. THESE DRAWINGS ARE INTENDED TO COMPLY W/ THE 2012 INTERNATIONAL RESIDENTIAL CODE, & ANY APPLICABLE LOCAL REGULATIONS AND/OR LOCAL DEED RESTRICTIONS. CONTRACTOR AND HIS/HER SUBCONTRACTORS SHALL COMPLY W/ ALL APPLICABLE CODES.
5. CONTRACTOR AND HIS/HER SUBCONTRACTORS ACCEPT FULL RESPONSIBILITY TO ENSURE THAT DRAWINGS ARE CODE COMPLIANT. CONTRACTOR SHALL ACCEPT FULL LIABILITY FOR ANY CHANGES MADE TO THE DRAWINGS W/ OUT VERIFYING W/ THE ARCHITECT.
6. ARCHITECT IS GOVERNED BY THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, (512) 458-1363.
7. THESE DRAWINGS DO NOT SPECIFY ANY ACTUAL MATERIALS, FINISHES, PAINT COLORS, FIXTURES, APPLIANCES, OR EQUIPMENT. CONTRACTOR SHALL COORDINATE THE SELECTION OF THESE ITEMS W/ THE OWNER AND SHALL ACCEPT FULL RESPONSIBILITY FOR PROPER DETAILING & INSTALLATION OF THESE ITEMS.
8. ALL STANDARD ASSEMBLIES, MATERIALS, FINISHES, PAINT COLORS, FIXTURES, APPLIANCES, & EQUIPMENT SHALL BE CONSTRUCTED AND/OR INSTALLED PER THE MANUFACTURERS RECOMMENDATIONS & ANY APPLICABLE CODES.
9. ARCHITECT IS NOT RESPONSIBLE FOR MEANS & METHODS OF CONSTRUCTION OF THAT WHICH IS NOT DETAILED IN THESE CONSTRUCTION DOCUMENTS. CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR ALL ASPECTS OF CONSTRUCTION.
10. ALL ASSEMBLIES MATERIALS, FINISHES, FIXTURES, APPLIANCES, & EQUIPMENT TO BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL PAYMENT, IN ADDITION TO ALL INDUSTRY STANDARD WARRANTIES.
11. CONTRACTOR SHALL PROVIDE ALL LABOR SERVICES, EQUIPMENT, & MATERIALS REQUIRED FOR THE COMPLETE INSTALLATION OF THE ASSEMBLIES, MATERIALS, FINISHES, FIXTURES, APPLIANCES, & EQUIPMENT NOTED IN THESE DRAWINGS.
12. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR INITIATING, MAINTAINING, & SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS NECESSARY FOR THE COMPLETION OF THE WORK.
13. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF UTILITIES AFFECTED BY HIS/HER OPERATIONS PRIOR TO COMMENCING WORK.
14. CONTRACTOR ACCEPTS FULL RESPONSIBILITY TO SUBMIT & SECURE ALL APPROVALS, PERMITS, TESTS, INSPECTIONS, & CERTIFICATES OF COMPLIANCE AS REQUIRED. CONTRACTOR ACCEPTS FULL RESPONSIBILITY TO ENSURE THAT ALL PERMITS NECESSARY TO LEGALLY PERFORM THE WORK HAVE BEEN APPROVED & OBTAINED PRIOR TO THE START OF WORK.
15. DURING CONSTRUCTION OF THE WORK, CONTRACTOR SHALL MAINTAIN A CLEAN & ORDERLY WORK AREA AT ALL TIMES.
16. UPON COMPLETION OF THE WORK, CONTRACTOR SHALL CLEAR THE SITE OF ANY MATERIAL DEBRIS, & CLEAN UP ANY BUILDING OR SITE AREAS AFFECTED BY CONSTRUCTION.
17. THESE DRAWING DO NOT SHOW TYPICAL DETAILING AND/OR WATERPROOFING.
18. THE DESIGN & SIZING OF ALL STRUCTURAL MEMBERS IS THE RESPONSIBILITY OF THE ENGINEER CHOSEN BY THE CONTRACTOR/OWNER.
19. VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION START.

PROJECT SIZE

Existing:	1,442sf conditioned 276sf garage 18sf covered porch 128sf patio 106sf greenhouse
Proposed:	3,575sf conditioned 300sf garage 50sf covered porch 232sf patio 690sf deck 15'x28' pool

Sheet List

Sheet Number	Sheet Name
A000	cover sheet
A001	architectural site plan
A002	demo plans & elevations
A003	Existing Plan
A004	3D views
A005	Rear Views
A006	Existing Conditions
A007	Neighborhood Precedents
A100	foundation plan
A101	dimension plans
A102	furniture plans
A200	building elevations
A201	building elevations
A300	building sections



1107 south 8th street
austin, texas 78704
512.970.5669

Crockett Residence

309 Westhaven Drive
West Lake Hills, TX
78746

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alan knox, aia # 21945

10.12.2022

No.	Description	Date

Date 10.12.2022

project number 1099

Drawn by bc
Checked by ack

cover sheet

A000



WESTHAVEN DRIVE

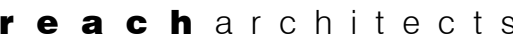


WESTHAVEN DRIVE

[illegible]

architectural site plan

A001



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alan knox, aia # 21945

[illegible]

checked by ak

A002

- 3 Elevation South - Dem
1/4" = 1'-0"



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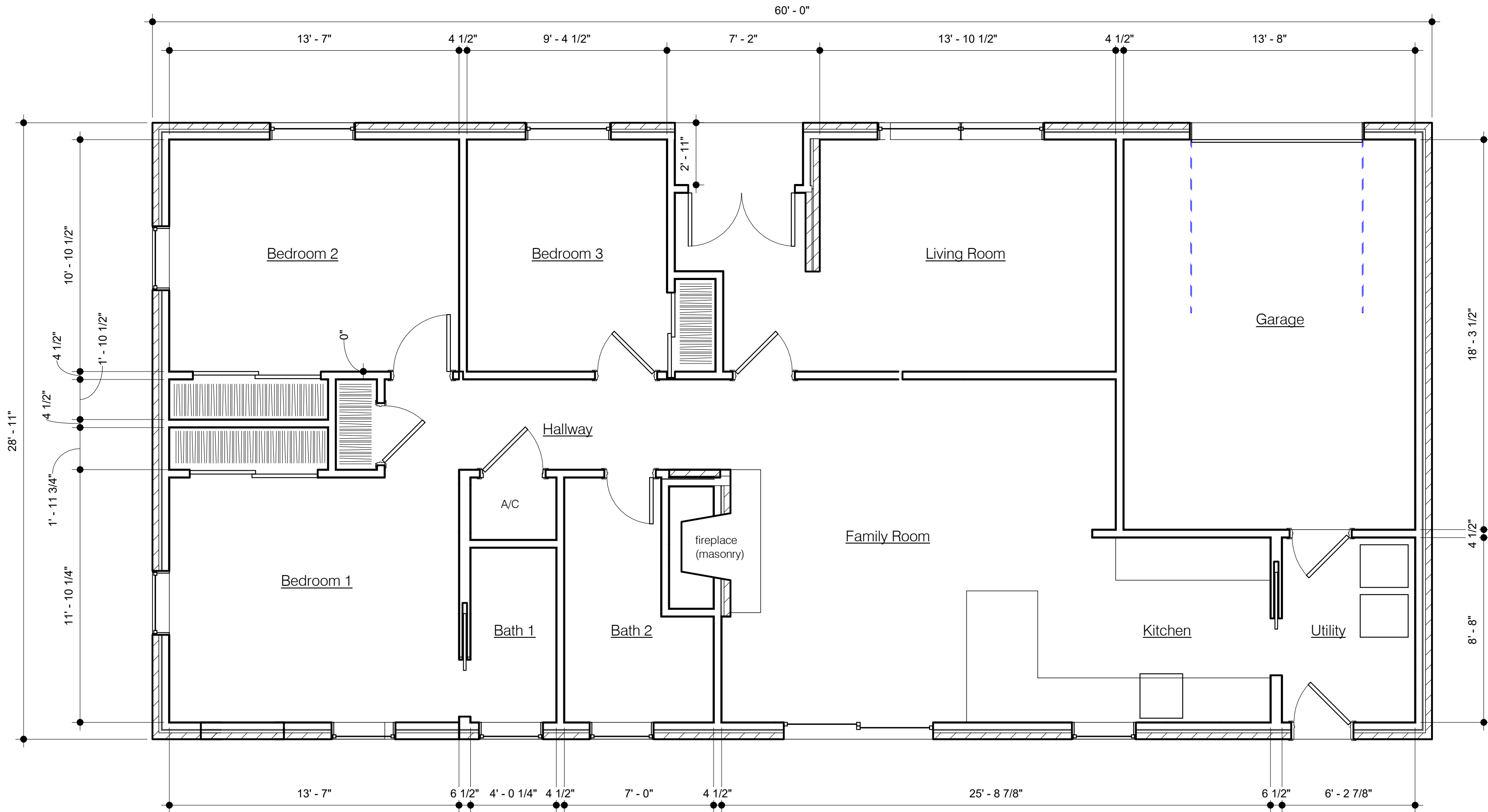
project number 1099

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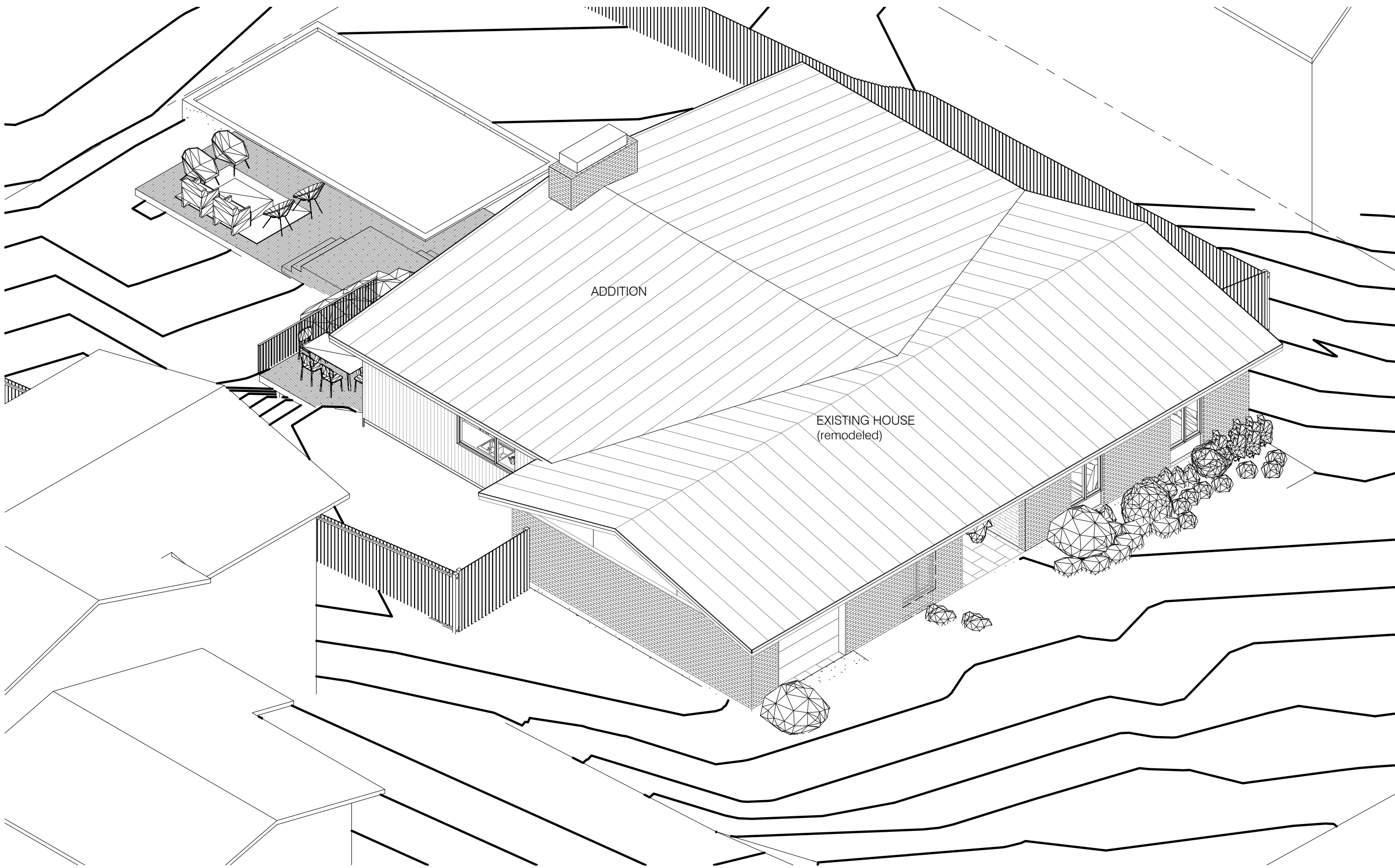
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Existing Plan

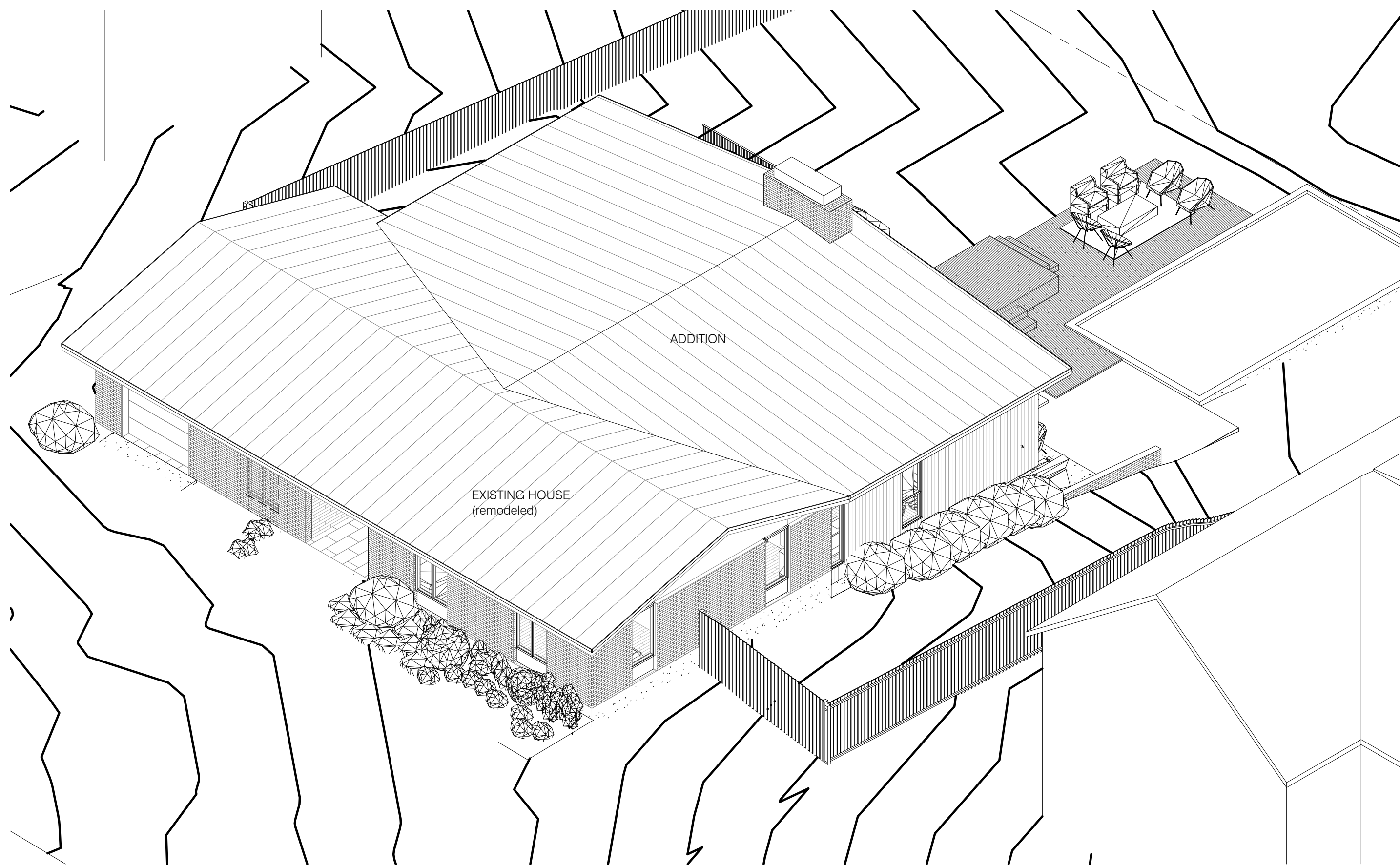
A003



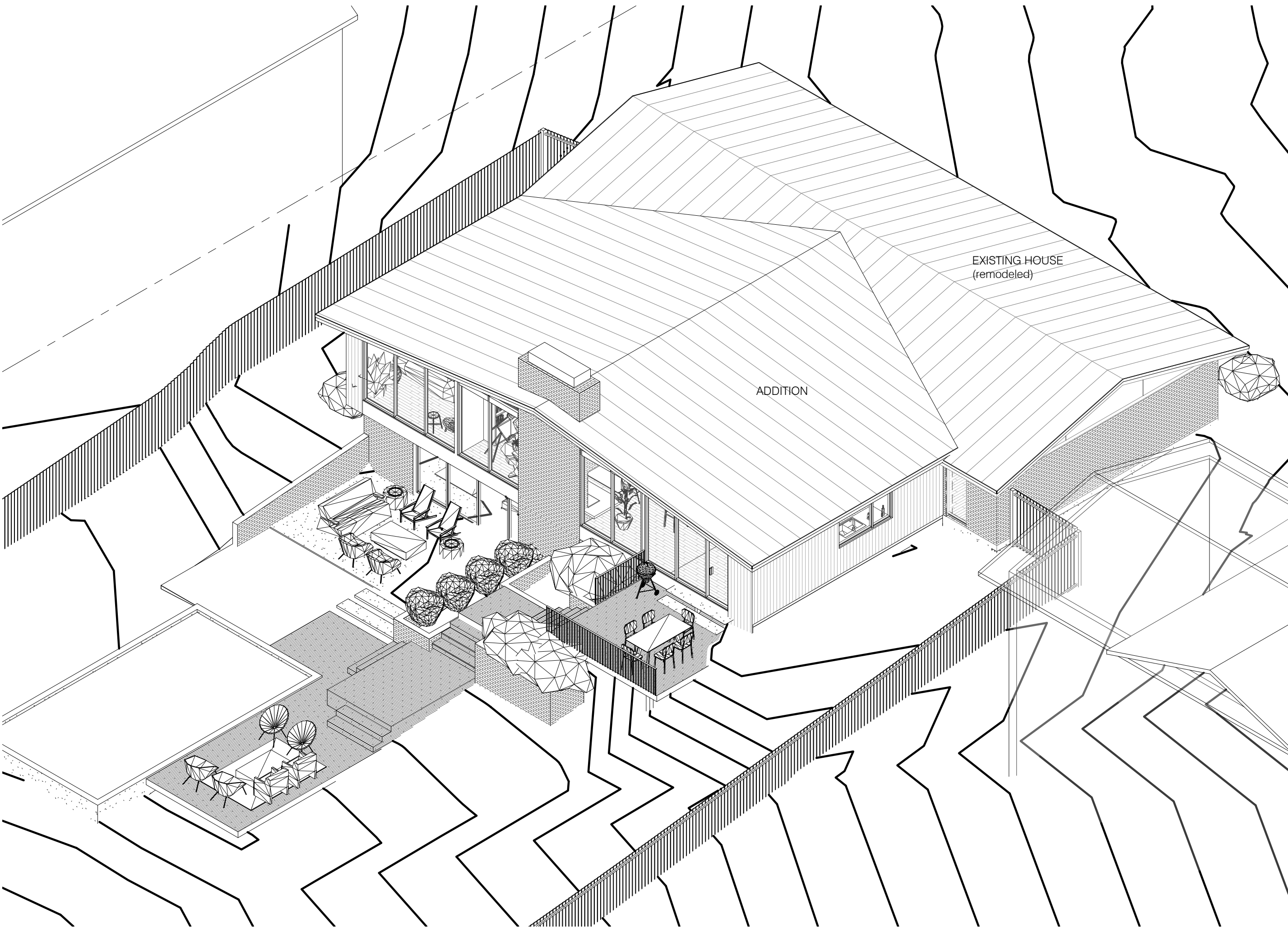
1 Existing Plan
1/4" = 1'-0"



1 North East



2 North West

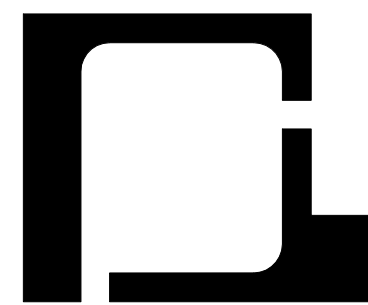


3 South East



4 South West

THIS SHEET FOR REFERENCE ONLY, NOT FOR CONSTRUCTION



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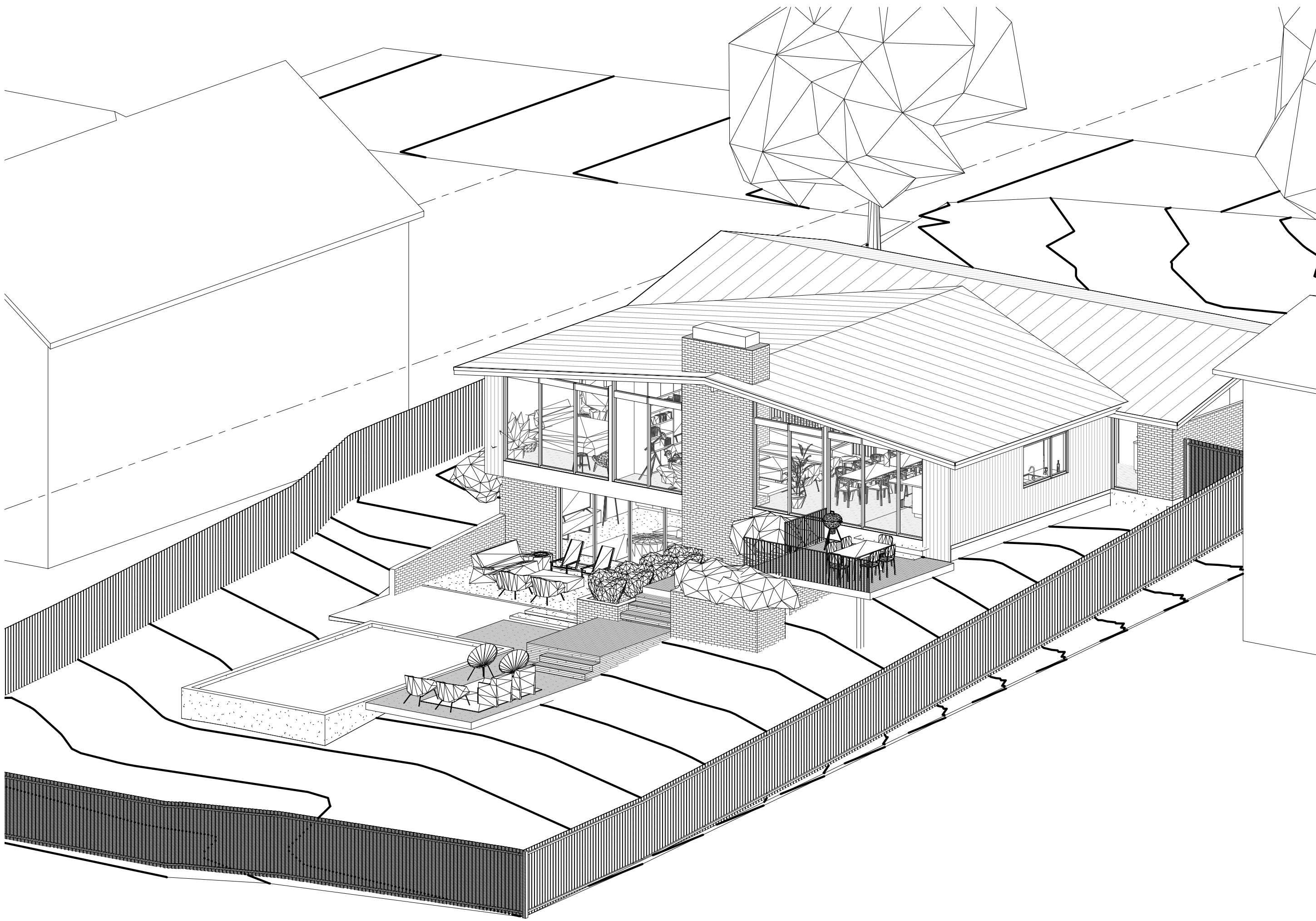
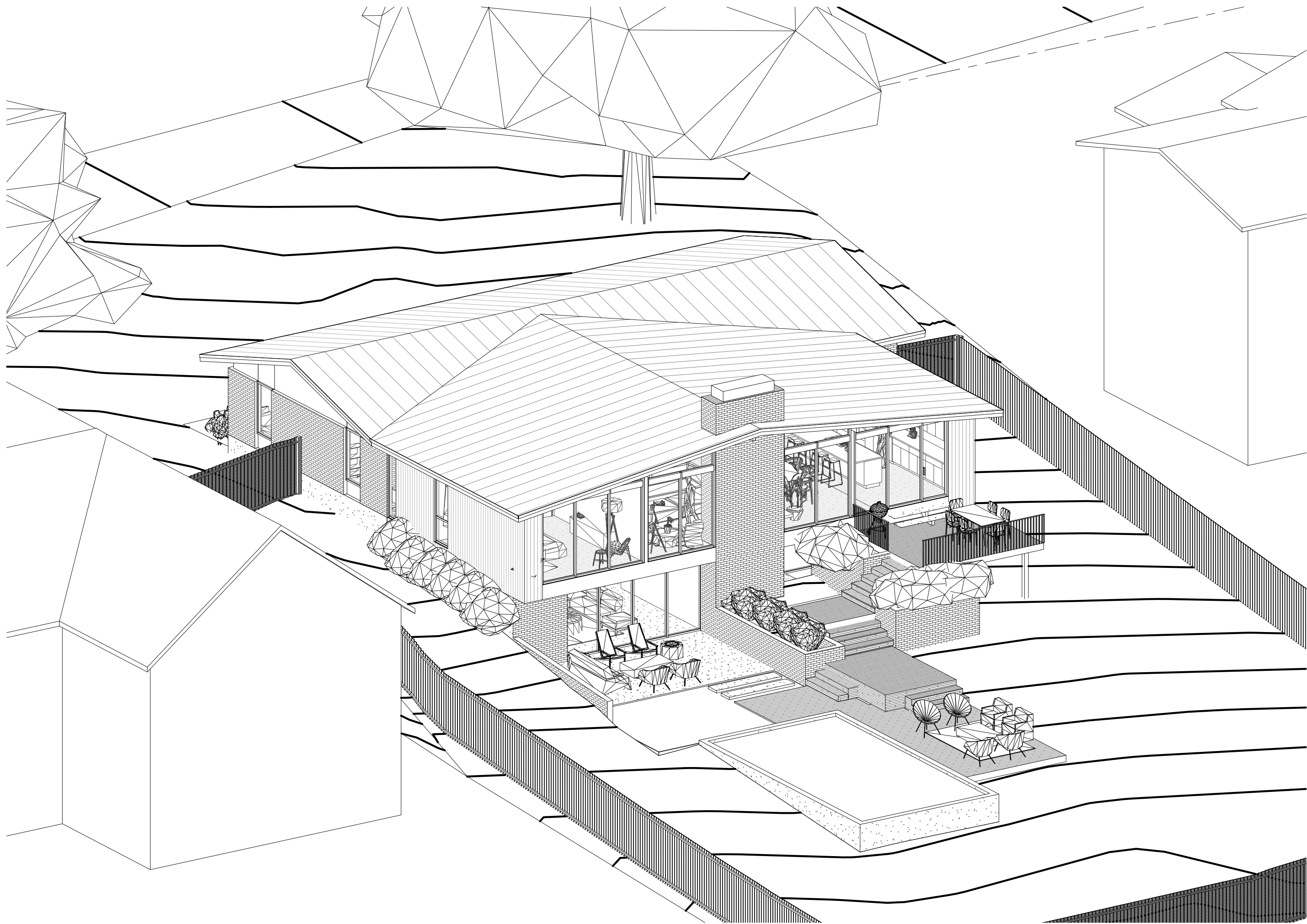
project number 1099

Drawn by tr

Checked by ack

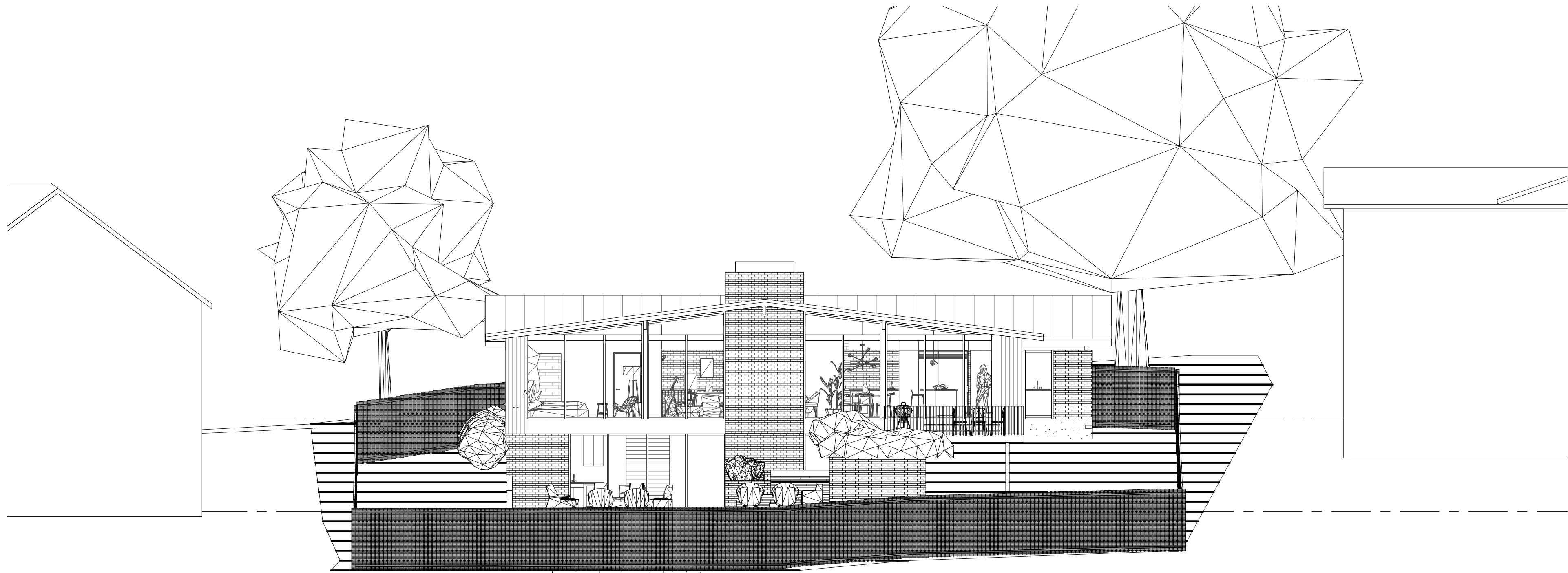
3D views

A004



1 Rear 1

3 Rear 2



2 Rear Elevation



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10.12.2022

No.	Description	Date

Date 10.12.2022

project number 1099

Drawn by Author

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Rear Views

A005



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project number 1099

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Checked by AK

Existing Conditions

A006



311 & 309 Westhaven



309 & 307 Westhaven



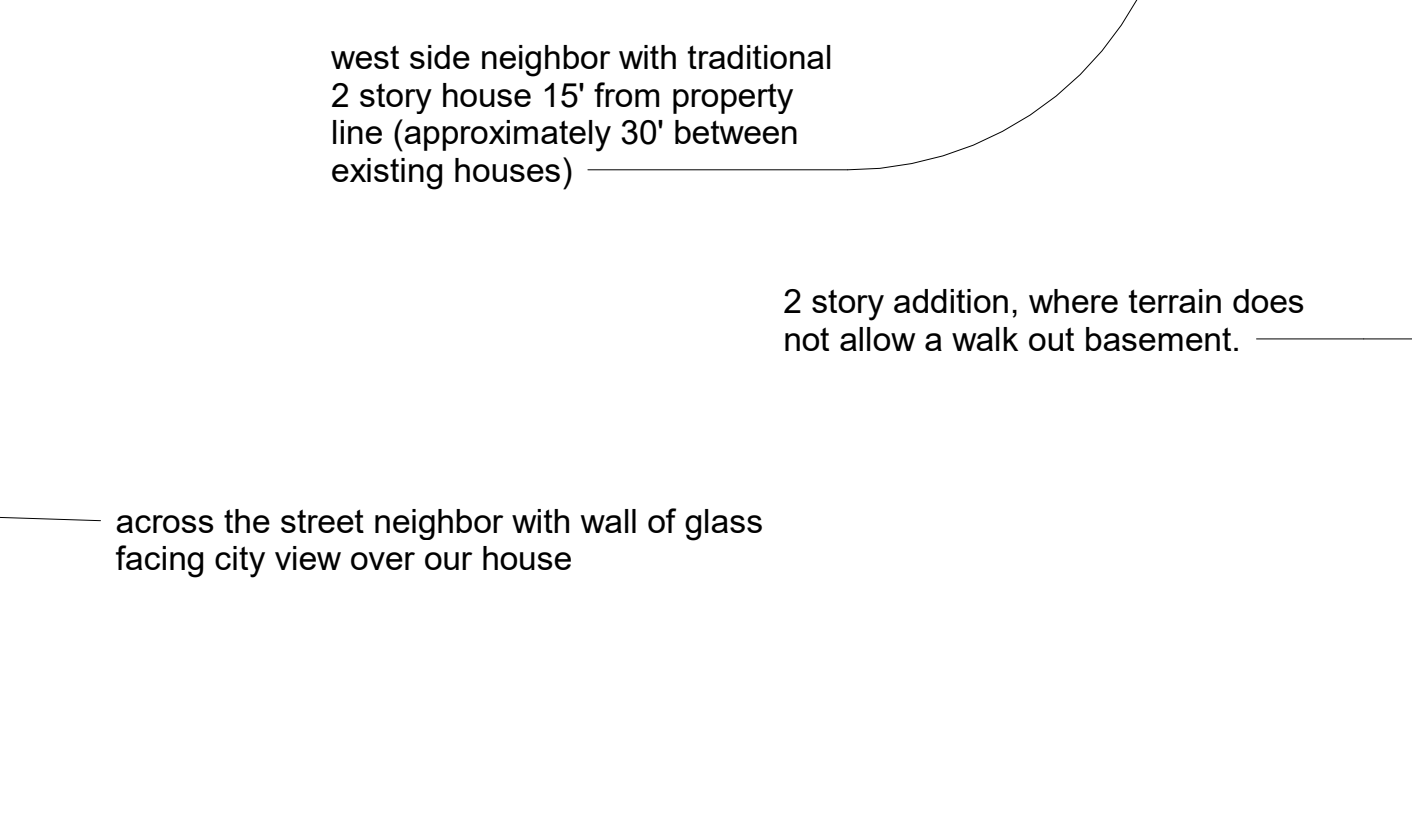
305 Westhaven (walk out basement)



301 Westhaven (walk out basement)



310 Westhaven (walk out basement faces street)



309 McConnell (walk out basement)



305 McConnell (walk out basement)



105 Westhaven (2nd floor addition)



303 McConnell (walk out basement)



301 Westhaven -rear (walk out basement)



301 McConnell (walk out basement)



207 & 205 McConnell (walk out basements)



207 & 205 McConnell (walk out basements)



205 & 203 McConnell (walk out basements)



205 & 203 McConnell (walk out basements)

west side neighbor with traditional 2 story house 15' from property line (approximately 30' between existing houses)

2 story addition, where terrain does not allow a walk out basement.

across the street neighbor with wall of glass facing city view over our house

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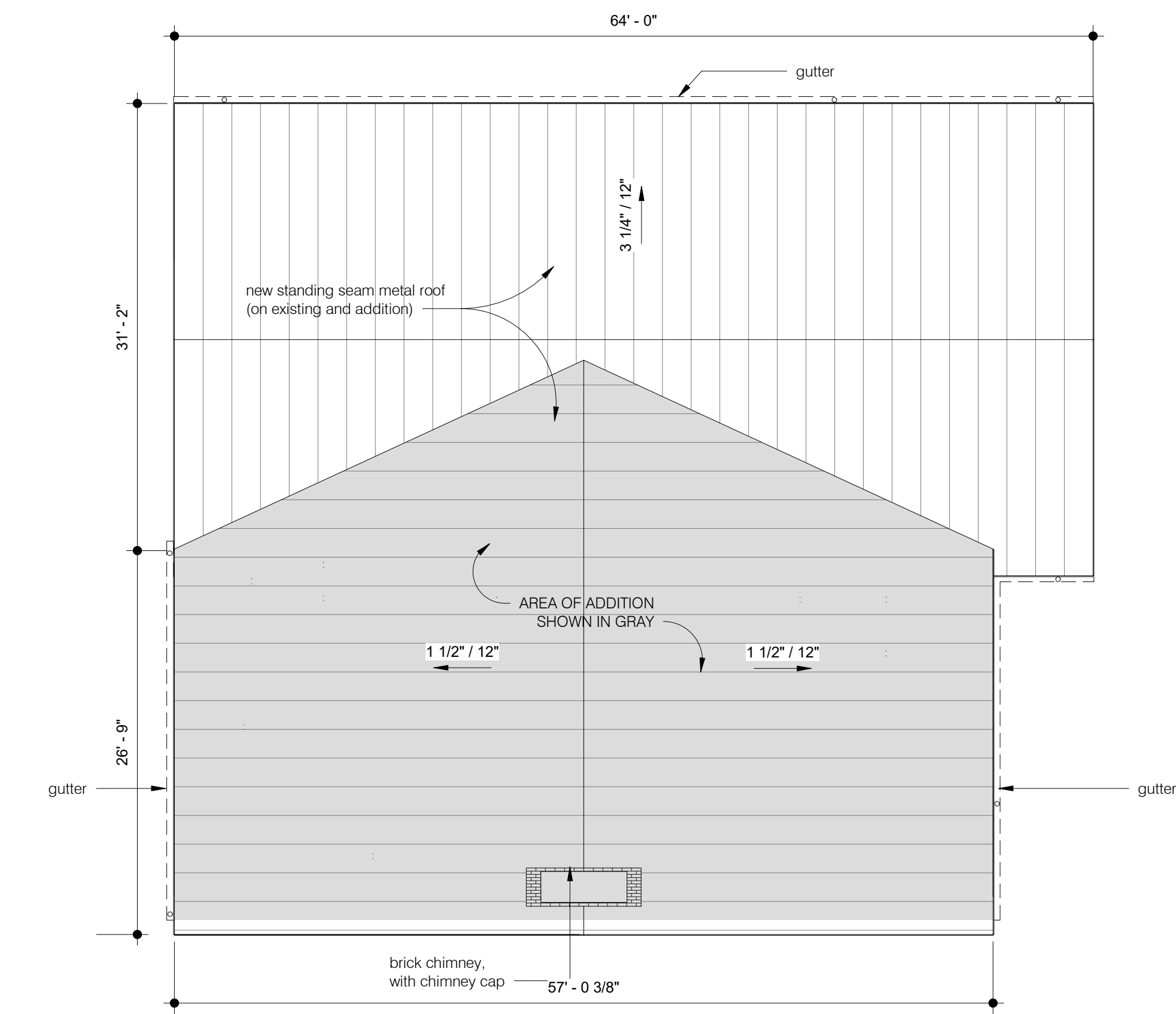
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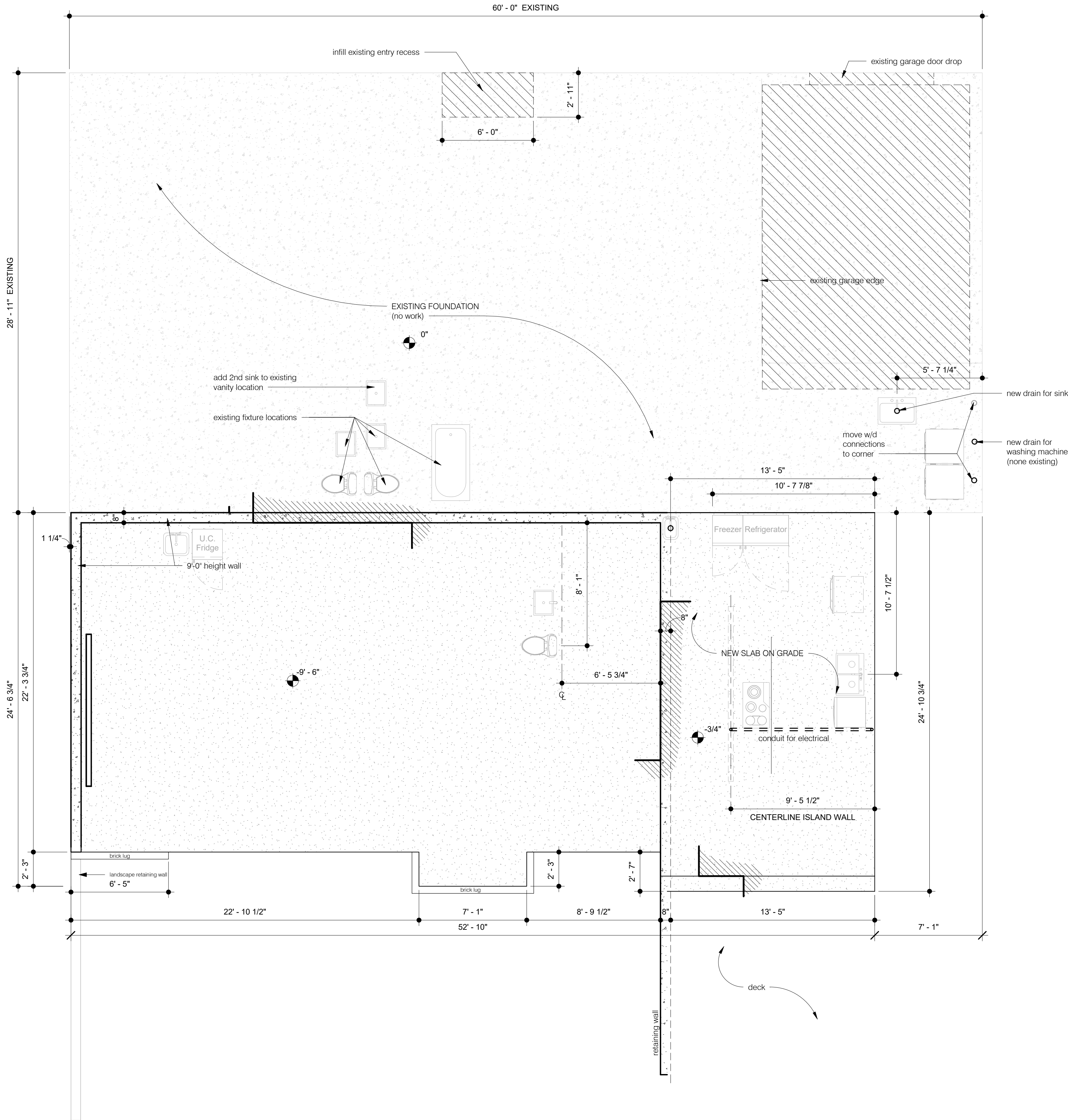
project number 1099

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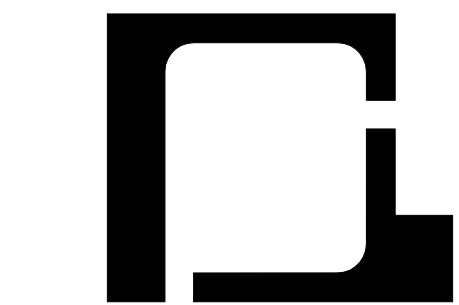
Checked by Checker



2 Roof Plan
1/8" = 1'-0"



1 foundation plan
1/4" = 1'-0"



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alan knox, aia # 21945

10.12.2022

No.	Description	Date

Date 10.12.2022

project number 1099

Drawn by tr

Checked by ack

foundation plan

A100

ANNOTATION PLAN NOTES

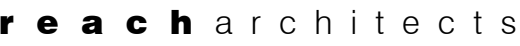
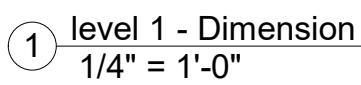
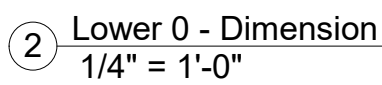
1. FIELD VERIFY DIMENSIONS PRIOR TO START OF THE WORK.
2. DO NOT SCALE DRAWINGS; WRITTEN DIMENSIONS SHALL GOVERN.
3. WINDOWS & DOORS SHALL HAVE TEMPERED GLASS OR LAMINATED SAFETY GLASS AS PER APPLICABLE CODES. CONTRACTOR TO COORDINATE W/ MANUFACTURERS.
4. CONTRACTOR SHALL COORDINATE W/ WINDOW MANUFACTURER TO VERIFY EGRESSABLE WINDOWS ARE INSTALLED WHERE REQUIRED BY CODE.
5. ALL PLUMBING, APPLIANCE & GAS VENTS SHALL VENT TO REAR OF ROOF RIDGE WHEREVER POSSIBLE. ALL VENTS SHALL BE GROUPED TO MINIMIZE ROOF PENETRATIONS.
6. GENERIC SINKS & APPLIANCES SHOWN. COORD. ACTUAL SIZE, STYLE & LOCATION W/ OWNER.
7. GENERIC MILLWORK SHOWN. COORDINATE FINAL MILLWORK DESIGN & ACCOMPANYING HARDWARE W/ OWNER
8. PROVIDE CONTROL & EXPANSION JOINTS AS REQ. IN CONC. FLOORS, DRIVES, WALKS PATIOS.
9. PROVIDE WEATHERSEALS & SILLS AT ALL EXTERIOR DOOR THRESHOLDS.
10. FROM INTERIOR FINISH FLOOR TO ANY EXTERIOR FINISH FLOOR, THE DROP SHALL BE A MINIMUM OF 1/2" UNLESS NOTED OTHERWISE. CONTRACTOR TO VERIFY MATERIALS USED FOR DECK CONSTRUCTION AND FINISH FLOORING TO MAINTAIN MINIMUM DROP.
11. ALL INTERIOR WALLS SHALL BE CONSTRUCTED OF 2X4 STUDS AT 16" O.C., EXCEPT AT PLUMBING WALLS OR POCKET DOOR WALLS.
12. ALL WINDOWS WITHIN 24" OF AN EXTERIOR OR INTERIOR DOOR TO BE TEMP. GLASS, WINDOW MANUFACTURER TO VERIFY FOR ALL TEMP. GLASS LOCATIONS AS PER APPLICABLE CODE.
13. THESE DOCUMENTS REFLECT NOMINAL WINDOW SIZES, UNLESS NOTED OTHERWISE.
14. PROVIDE BLOCKING FOR CEILING FANS AS REQUIRED.
15. BUILDER TO VERIFY SIZING AND LOCATION OF ALL APPLIANCES & RELATED COMPONENTS
16. UNLESS NOTED OTHERWISE, STANDARD PANTRY SHELVING SHALL BE AS FOLLOWS: LOWEST 2 SHELVES TO BE 16" D WITH HEIGHT SPACING OF 14" CLEAR. REMAINING SHELVES TO BE 12" D. WITH HEIGHT SPACING OF 12" CLEAR.
17. ALL WALLS OVER 10'-0" IN HEIGHT TO BE FRAMED WITH 2X6 STUDS. IF WALLS OVER 10'-0" IN HEIGHT ARE NOT 2X6 STUDS, THEY MUST BE BUILT WITH DOUBLE 2X4 STUDS AT 12" O.C.
18. PROVIDE BLOCKING FOR HANDRAIL MOUNTING AT STAIRS AS NECESSARY.

1. FIELD VERIFY DIMENSIONS PRIOR TO START OF THE WORK.
2. DO NOT SCALE DRAWINGS; WRITTEN DIMENSIONS SHALL GOVERN.
3. WINDOWS & DOORS SHALL HAVE TEMPERED GLASS OR LAMINATED SAFETY GLASS AS PER APPLICABLE CODES. CONTRACTOR TO COORDINATE W/ MANUFACTURERS.
4. CONTRACTOR SHALL COORDINATE W/ WINDOW MANUFACTURER TO VERIFY EGRESSABLE WINDOWS ARE INSTALLED WHERE REQUIRED BY CODE.
5. ALL PLUMBING, APPLIANCE & GAS VENTS SHALL VENT TO REAR OF ROOF RIDGE WHEREVER POSSIBLE. ALL VENTS SHALL BE GROUPED TO MINIMIZE ROOF PENETRATIONS.
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DIMENSION PLAN NOTES

1. FIELD VERIFY DIMENSIONS PRIOR TO START OF THE WORK.
2. DO NOT SCALE DRAWINGS; WRITTEN DIMENSIONS SHALL GOVERN.
3. ALL WINDOWS & DOORS ARE DIMENSIONED TO CENTER LINE UNLESS OTHERWISE NOTED. GLASS SIZE PER MFR SPECS.
4. ALL PLUMBING EQUIPMENT IS DIMENSIONED TO CENTER LINE UNLESS NOTED OTHERWISE.
5. FROM INTERIOR FINISH FLOOR TO ANY EXTERIOR FINISH FLOOR, THE DROP SHALL BE A MINIMUM OF 1/2". UNLESS NOTED OTHERWISE, CONTRACTOR TO VERIFY MATERIALS USED FOR DECK CONSTRUCTION AND FINISH FLOORING TO MAINTAIN MINIMUM DROP.
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7. UNLESS NOTED OTHERWISE, STANDARD PANTHERY SHELVING SHALL BE AS FOLLOWS: LOWEST 2 SHELVES TO BE 16" D WITH HEIGHT SPACING OF 14" CLEAR. REMAINING SHELVES TO BE 12" D. WITH HEIGHT SPACING OF 12" CLEAR.
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9. 1ST FLOOR POWDER BATH MUST QUALIFY AS A VISITABLE BATHROOM
A. CLEAR DOOR OPENING MUST BE 30"
B. LATERAL 2X6 BLOCKING MUST BE INSTALLED ALONG WALLS WITH CENTERLINE 34" ABOVE FINISHED FLOOR
10. VISITABLE NO STEP ENTRANCE TO HAVE BEVELED THRESHOLD OF 1/2" OR LESS AND CLEAR DOOR WIDTH OF AT LEAST 32"

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07 south 8th street
austin, texas 78704
512.970.5669

309 Westhaven Drive
West Lake Hills, TX
78746

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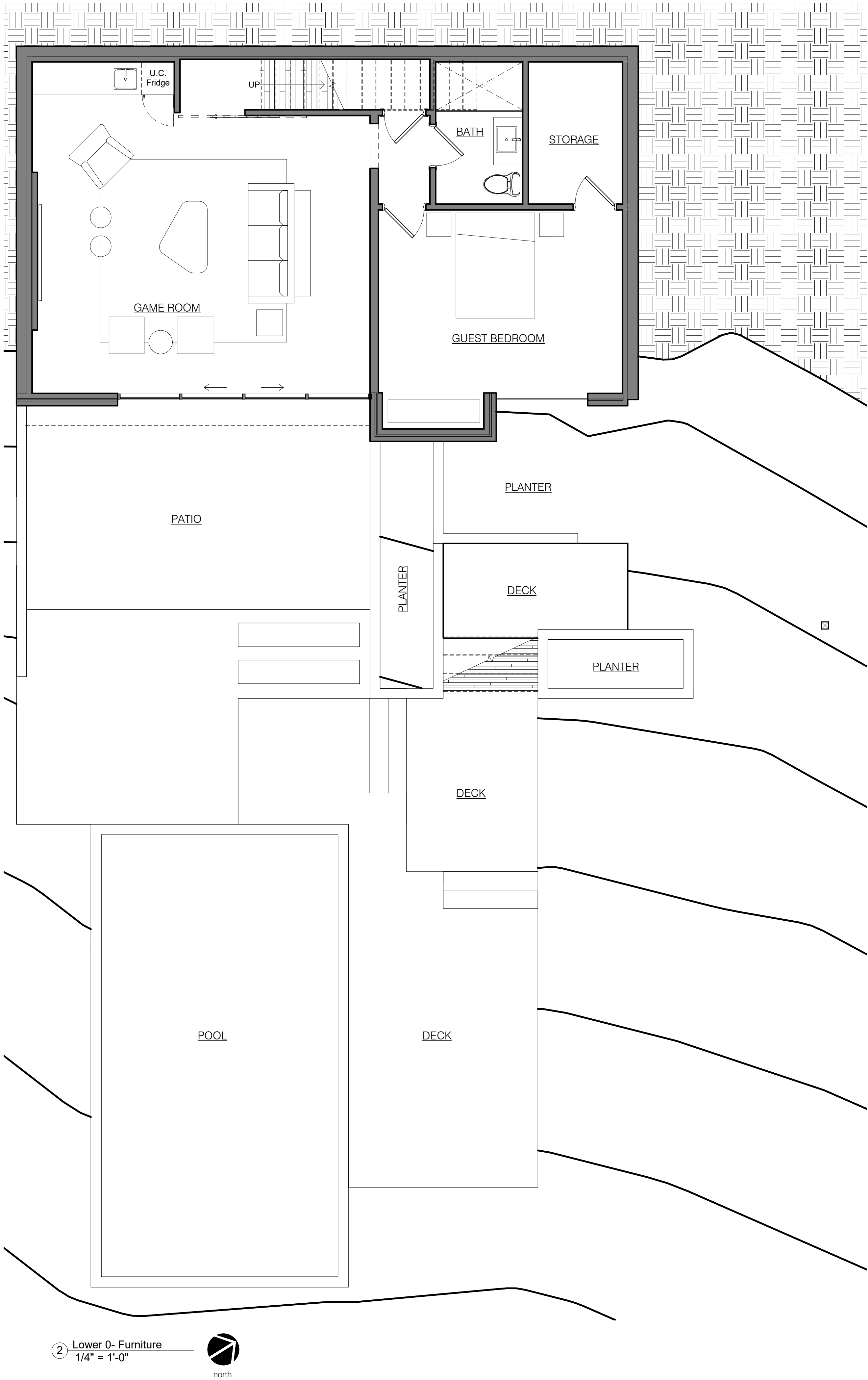
Project number 1099

rawn by tr

checked by _____ ack _____

dimension plans

A101



Crockett Residence

309 Westhaven Drive
West Lake Hills, TX
78746

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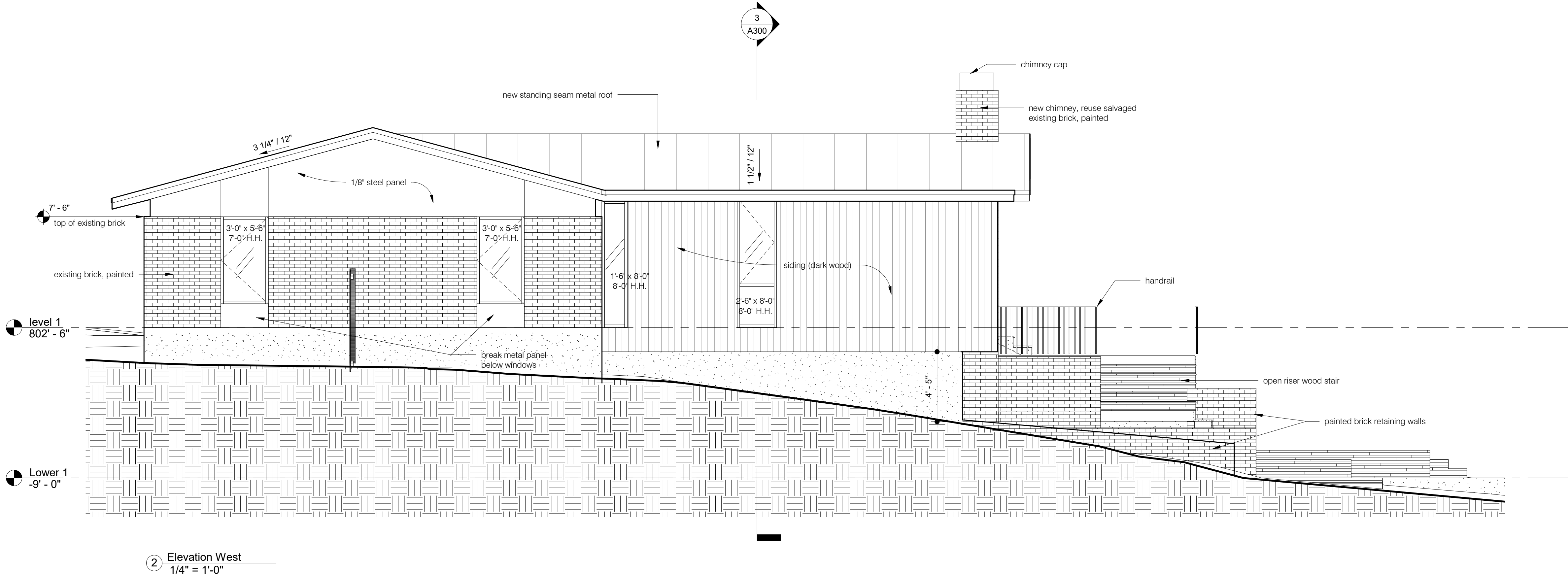
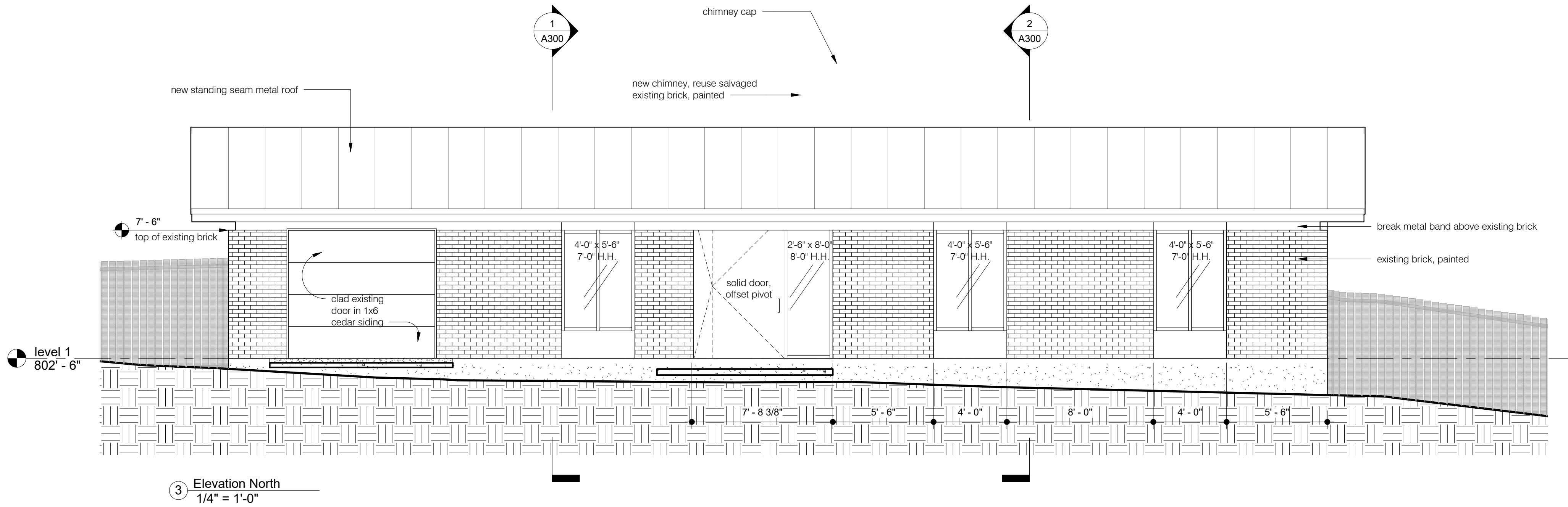
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alan knox, aia # 21945

10.12.2022

No.	Description	Date

Date 10.12.2022
project number 1099
Drawn by BC
Checked by AK



BLDG ELEVATION NOTES

- DO NOT SCALE DRAWINGS; WRITTEN DIMENSIONS SHALL GOVERN.
- REF A101 FLOOR PLAN.
- CONTRACTOR TO PROVIDE RAINSCREEN & FLASHING FOR ALL WINDOWS & DOORS FOR PROPER DRAINAGE.
- CONTRACTOR TO PROVIDE RAINSCREEN & FLASHING FOR ALL BRICK/MASONRY WALLS FOR PROPER DRAINAGE.
- GRADE LINES SHOWN ON DRAWINGS ARE FOR REPRESENTATIONAL PURPOSES ONLY. REFER TO CIVIL DRAWINGS FOR ACTUAL GRADE ELEVATIONS.
- ALL PLUMBING, APPLIANCE & GAS VENTS SHALL VENT TO REAR OF ROOF RIDGE WHEREVER POSSIBLE. ALL VENTS SHALL BE GROUPED TO MINIMIZE ROOF PENETRATIONS.
- PAIN



1107 south 8th street
austin, texas 78704
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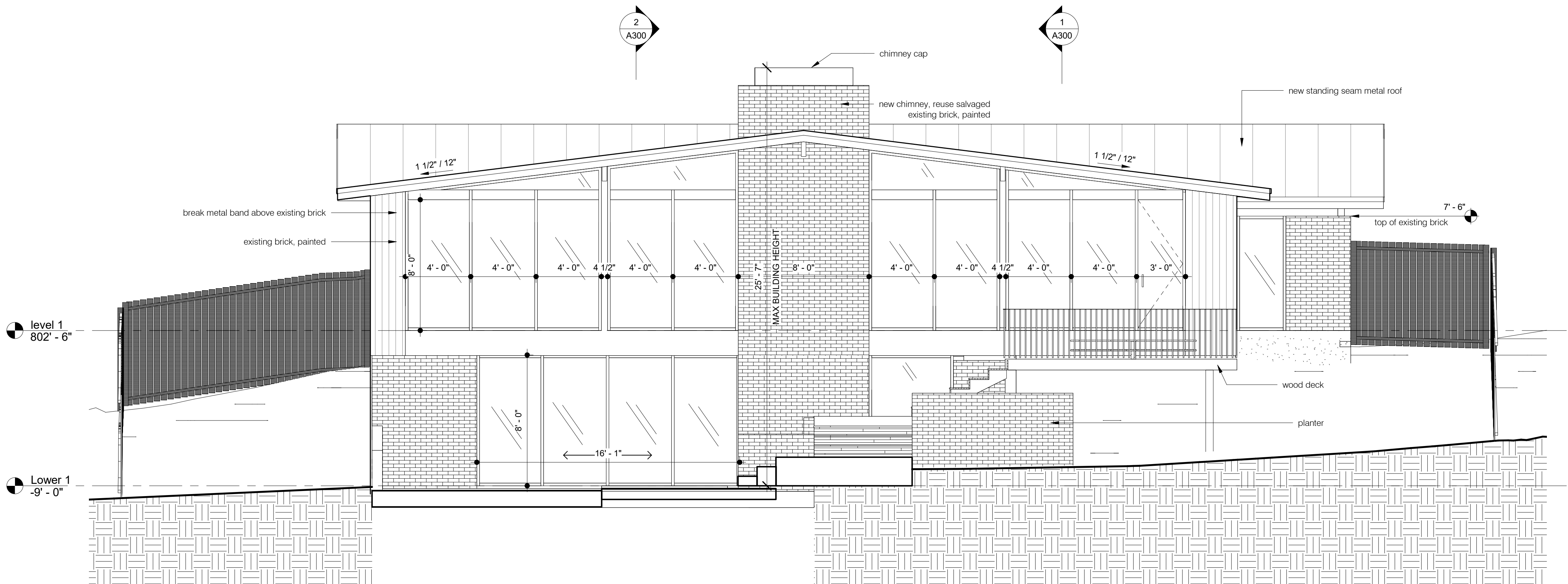
project number 1099

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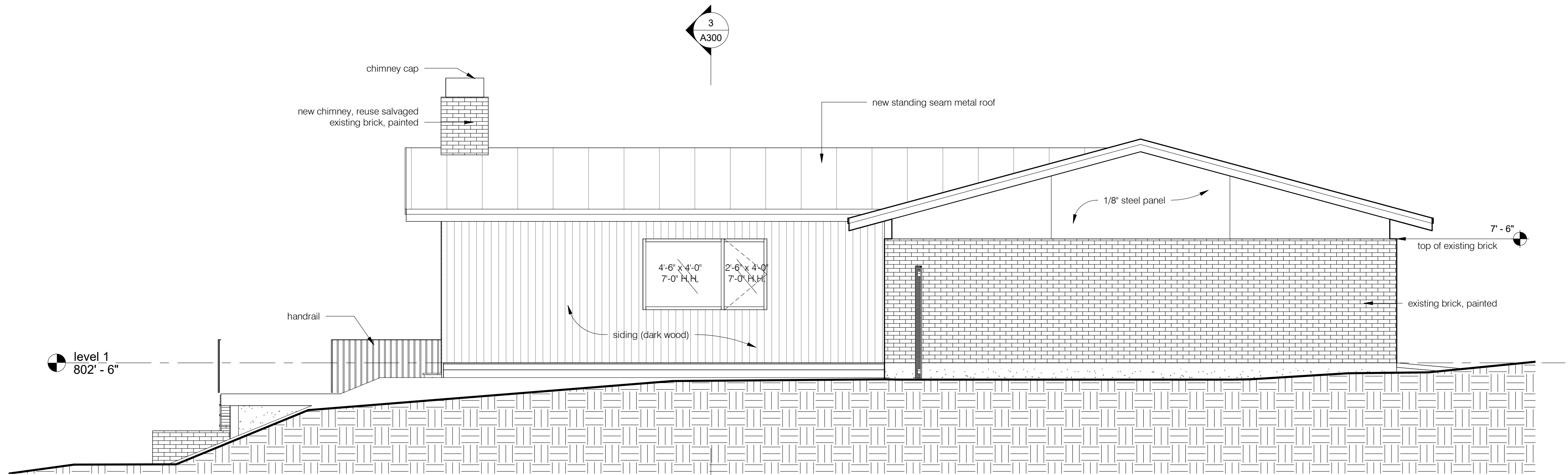
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building elevations

A200



1 Elevation South
1/4\" = 1'-0"



2 Elevation East
1/4\" = 1'-0"

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- PAINT ALL GUTTERS & DOWNSPOUTS TO MATCH FIBER CEMENT SIDING.



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alan knox, aia # 21945

10.12.2022

No.	Description	Date

Date 10.12.2022

project number 1099

Drawn by tr

Checked by ack

building elevations

A201



reach architects

1107 south 8th street
austin, texas 78704
512.970.5669

Crockett Residence

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78746

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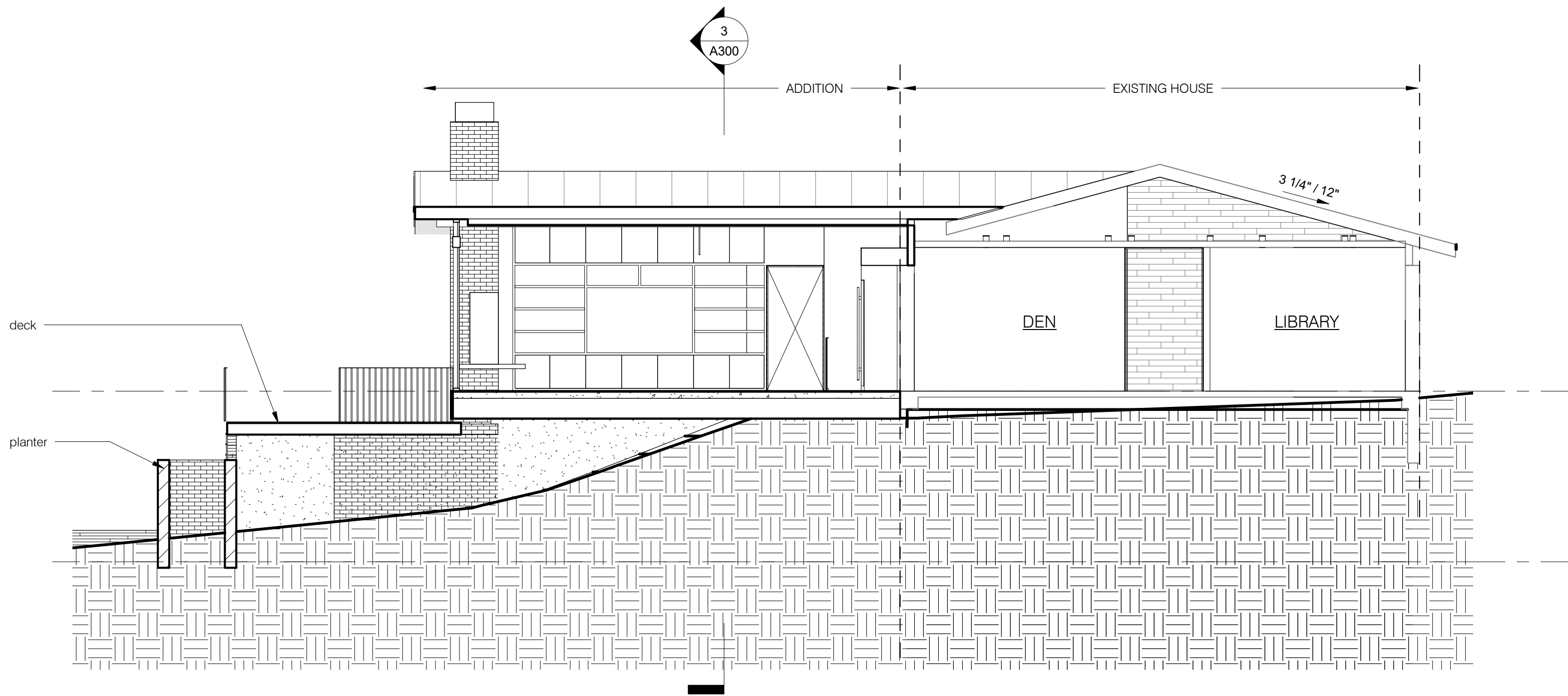
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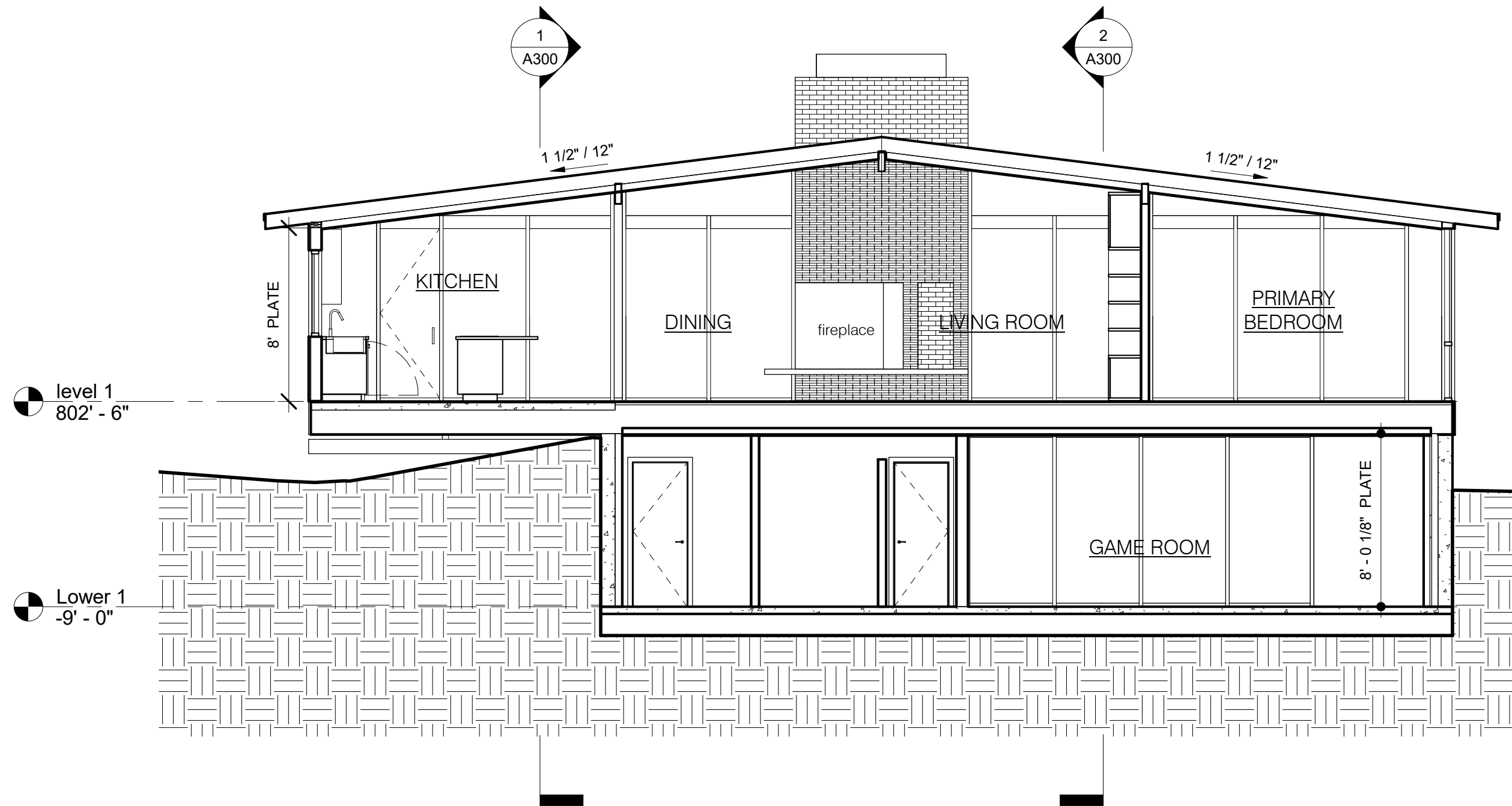
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building sections

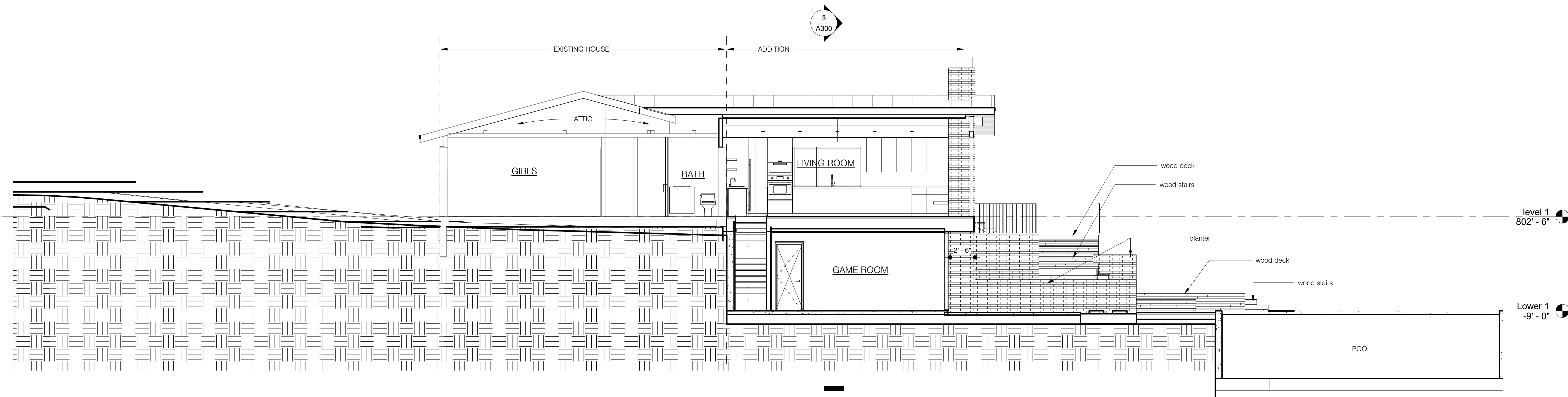
A300



1 North South Section
3/16" = 1'-0"



3 East West Section
3/16" = 1'-0"



2 Site Section
3/16" = 1'-0"



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>December 14, 2022</u>	Item Number:	<u></u>
Department:	<u>Administration</u>		
	<u>Trey Fletcher, City</u>		
Prepared By:	<u>Administrator</u>	Cost / Budget:	<u>TBD</u>
Exhibits:	<u>Evaluation Scoring Sheet</u>	Source of Funds:	<u>22-64503</u>

Subject

Discuss and consider a recommendation to select a firm for Geotechnical and Materials Testing Services contract and authorize negotiation of a professional services agreement scope and fee.

Recommendation

The final staff selection is pending additional review at the time the agenda was published. The field was narrowed from 10 firms to three. The final recommendation will be presented in conjunction with this agenda item.

Discussion

In support of the Proposition A Bond Project to construct the new municipal complex, geotechnical and materials testing services are required to augment the City's design team. Typically, this scope of work is performed directly for the Owner of the project. The selected firm will work closely with the design team to ensure that the design accounts for the soil conditions of the site, and the materials used in construction are consistent with the design specifications. These efforts will be coordinated by the City's Owner's Project Representative, AG|CM. As such, staff issued a Request for Qualifications (RFQ) on DATE and received ten Statements of Qualification (SOQ) in response to the solicitation. One additional submittal was received after the deadline and was disqualified. The RFQ also included an allowance for Proposition B related to the street and drainage projects. Raba Kistner is already engaged by K Friese + Associates. Including Proposition B in the RFQ allows the City to engage the selected firm as needed to assure the project is being delivered in accordance with the plans and specifications.

The evaluation committee reviewed the SOQs and met on December 7. Based on this review, three firms were shortlisted for further consideration through a Request for Information (RFI) process. The deadline for this response is December 13 at 2pm upon which they will be evaluated for a final recommendation to be provided at this City Council meeting.

The shortlisted firms are ECS Services, LLC, Raba Kistner, and Terracon.

**Evaluation of Statements of Qualification
RFQ for Geotech and Materials Testing**

Firms	Braun Intertec	ECS Southwest, LLP	Alliance Geotechnical Group	IntraSuelo dba Constructio nple LLC	Raba Kistner	HVJ	Terracon	Toluny Engineeering Group	Rock Engineering & Testing	intertek psi
Evaluator 1	70.5	77.5	53	48	77	62	78	48.5	61.5	73.5
Evaluator 2	83	95	71.5	75	96.5	82	97.5	52	73	60
Evaluator 3	50	72	65	67.5	86.5	67.5	87	37	51.5	41
Evaluator 4	76	78.5	64.5	49	77	78	91	59	79.5	74.5
Total	279.5	323	254	239.5	337	289.5	353.5	196.5	265.5	249
RANK	5	3	7	9	2	4	1	10	6	8



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>December 14, 2022</u>	Item Number:	<u></u>
Department:	<u>Administration</u>		
	<u>Trey Fletcher,</u>		
Prepared By:	<u>City Administrator</u>	Cost / Budget:	<u>\$520,315 / \$511,300.00</u>
			<u>01-64217 Solid Waste</u>
Exhibits:	<u>Proposed Contract</u>	Source of Funds:	<u>Services</u>

Subject

Discuss and consider action on an agreement with Texas Disposal Systems (TDS) for solid waste collection and disposal services.

Recommendation

The proposed agreement is currently with TDS for final review. Once TDS approves and returns the agreement, a copy will be sent to Council members.

Discussion

The City of West Lake Hills has contracted with Texas Disposal Systems (TDS) for solid waste and recycling collection for many years. The current contract of seven years ends on December 31, 2022.

The proposed renewal reflects increased costs borne by TDS recently. Per TDS, between June 2021 and June 2022 their fuel costs have increased by 77%. During this same time period, their labor has increased 8.3%. (This consists of a 5.3% increase in driver labor and 10.8% increase in diesel mechanics). In addition, their costs to recruit, train and retain our employees have gone up substantially. Further, in the previous 7-year contract there have been no rate adjustments at all.

The renewal contract is proposed for a ten-year term. Year one is proposed at \$32.46/customer reflecting an increase of 7.7% consistent with the consumer price index. Each year thereafter includes a 4% increase. Customers are not billed directly for base services. Instead, the City pays out of the general fund. Based on 1350 customers, the first-year cost within FY 23 is \$520,315.

Approved By

City Administrator

Trey Fletcher

12/9/22