



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, January 11, 2023 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 11th day of January 2023 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 January 11, 2023.

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. Ceremonial Ceremonial Oath of Office for Police Officer Coyne Steward.

4. 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 December 14, 2022 Regular Meeting Minutes.
 - b. Approval of resolution amending the General Fund Balance Policy by establishing a City Hall Construction Cash Reserve Fund.
5. Ordinance Discuss and consider action to adopt an ordinance affirming the name of "Bee Cave Road" for that portion of TxDOT Highway RM 2244 located within the corporate limits of the City of West Lake Hills.
6. Administration Discuss and consider action on the renewal of an Interlocal Agreement with the City of Austin for addressing.
7. Administration Discuss and consider action on the parking lease by the adjacent property owner of parking spaces at 4010 Bee Cave Road, authorizing negotiation and execution of a parking lease agreement.
8. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the January 11, 2023 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, January 6, 2023 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, December 14, 2022 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 7:12 p.m.

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

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 approve the variance to remove a tree as specified in request. Motion carried.

Council recessed at 7:13 p.m.

Council reconvened at 7:22 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
Finance Director Vonda Ragsdale
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 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.

Mayor Anthony moved Item #6 to be included with the Consent Agenda.

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 approve the amended consent agenda which includes items 3a, 3b, 3c, and 6. Motion carried.

- 4. Ceremonial Administer Oath of Office for Police Officer Coyne Steward.

Item postponed and removed from agenda.

- 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.

Item was moved to the Consent Agenda.

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

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

- 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.

Council convened into Executive Session at 7:40 p.m.

- 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.

Council reconvened in Open Session at 8:18 p.m.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember Plunkett, the Council voted four (4) for and none (0) opposed to authorize the city administrator to issue a solicitation for a CMAR. Motion carried.

Council convened into Executive Session at 8:19 p.m. to consider Item 8b.

Council reconvened in Open Session at 8:28 p.m.

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 authorize the mayor to execute an engagement letter with Kuhn Hobbs PLLC. Motion carried.

10. Adjournment

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember Plunkett, the Council voted four (4) for and none (0) opposed to adjourn the meeting at 8:30 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on January 11, 2023.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>1/11/2023</u>	Item Number:	<u>4</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Vonda Ragsdale</u>	Cost / Budget:	<u>\$3,000,000.00</u>
	<u>General Fund Balance</u>		
	<u>Policy-Resolution 2023-01-</u>		
Exhibits:	<u>01</u>	Source of Funds:	<u>Available Fund Balance</u>

Subject

General Fund Balance Policy – Resolution 2023-01-01 – Amending the General Fund Balance Policy to add “City Hall Construction Cash Reserve Funds” and committing \$3,000,000.00.

Recommendation

Council Approved to amend the General Fund Balance Policy at the December 14, 2022, Council Meeting. This is to formalize the Policy.

Discussion

This is to set aside funds for the payment of construction costs for the new City Hall building at 4010 Bee Cave Road because construction costs have risen since the Bond were passed in November 2021.

Approved By

	<i>Signature</i>	<i>Date</i>
Department Head	<u>Vonda Ragsdale</u>	<u>1/6/2023</u>
	<i>Signature</i>	<i>Date</i>
City Administrator	<u>Trey Fletcher</u>	<u>1/6/2023</u>

RESOLUTION NO. 2023-01-01

GENERAL FUND BALANCE POLICY FOR THE CITY OF WEST LAKE HILLS

INTRODUCTION

To maintain a high quality fund balance program, the City of West Lake Hills (the "City") has adopted the guidelines and policies set forth in this document titled "General Fund Balance Policy" (the "Fund Balance Policy"). The purpose of creating the Fund Balance Policy is to establish and codify the objectives and best practices for the fund balance for the City and to assist all concerned parties in understanding the City's approach to fund balance maintenance.

The Fund Balance Policy is intended to serve as a benchmark, or frame of reference against which, current and future decisions related to funding and use of unrestricted cash balances by the City can be compared.

Per Governmental Accounting Standards Board (GASB) Statement No. 54, the terms associated with the use of unrestricted cash balances are classified as restricted, committed, assigned or unassigned. The definitions are:

- **Restricted** fund balance includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation (currently, the Court Special Revenue Fund is the only restricted balance at the City).
- **Committed** fund balance includes amounts that can be used only for the specific purposes determined by a formal action of the City (the Cash Reserve Fund, in the following Policy Statement, are all committed funds).
- **Assigned** fund balance amounts are intended to be used by the City for specific purposes (currently, Bee Cave Road Fund, PD Special Revenue Fund and the Tree Fund, are all assigned funds).
- **Unassigned (Unrestricted)** fund balance is the classification for the City's general fund of all spendable amounts not contained in the other classifications.

POLICY STATEMENT

In managing its unrestricted General Fund Balance the City will set limits for a Committed Fund Balance (the "Cash Reserve Funds"). It is the City's policy to set limits to:

- Maintain a Stabilization Cash Reserve Fund balance (Approximately 6 months operating expenses) in the amount of \$2,500,000.
- Establish a Legal Counsel Cash Reserve Fund balance in the amount of \$300,000.
- Establish a Contingency Cash Reserve in the amount of \$500,000.
- Establish a Brush Pickup Reserve in the amount of \$200,000 for the city-wide brush pickup every three years.
- Establish a City Hall Construction Cash Reserve Fund in the amount of \$3,000,000.

Total Committed Fund Balance Amount: \$6,500,000.

GOALS & OBJECTIVES

Maintaining a Cash Reserve Fund by adhering to a fund balance policy is not only a prudent fiscal management tool, but also an important factor in the analysis of financial stability. The City should maintain a prudent level of financial resources to protect against service reductions or tax increases because of temporary revenue shortfalls or unanticipated one-time expenditures. The Cash Reserve Funds may be used to address unanticipated revenue shortfalls or unforeseen expenditures, providing a first defense against deficit spending and helping to maintain liquidity when budgeted overages become inevitable.

Maintaining a Cash Reserve Fund is among the most effective practices a government can apply to maintain a favorable credit rating. The accumulation of prudent reserves in more favorable economic times could be a resource to sustain the City in inevitable economic downturns or unforeseen and/or emergency expenditures.

USE OF STABILIZATION CASH RESERVE FUNDS

The Stabilization Cash Reserve Fund balance should be used for one-time capital projects or emergency operational expenditures only if all of the following conditions exist:

1. A rare and extraordinary event (e.g. natural disaster, man-made disaster, or large and unanticipated reduction or elimination of State/City revenue), or the one-time funding of a capital project or an operating initiative that will result in material, recurring reductions in future operating expenditures or material, recurring increases in operating revenues.
2. The City has made a complete and rational analysis, with justifying evidence that the Stabilization Cash Reserve Fund can be maintained in the future.
3. At such time that these reserve funds are expended, the City Council shall adopt a repayment schedule for replenishment of these reserves.

USE OF LEGAL COUNSEL CASH RESERVE FUNDS

The Legal Counsel Cash Reserve Fund balance should be used for unexpected or unanticipated legal expenses, as named by the City.

USE OF CONTINGENCY CASH RESERVE FUNDS

The Contingency Cash Reserve Fund is to set aside funds for specific projects, unexpected or unanticipated expenses, as named by the City.

USE OF BRUSH PICKUP RESERVE FUNDS

The Brush Pickup Reserve Fund is to set aside funds for the City to use in the city wide brush pickup as named/scheduled by the City.

USE OF CITY HALL CONSTRUCTION CASH RESERVE FUNDS

The City Hall Construction Cash Reserve Fund is to set aside funds for the payment of construction costs for the new City Hall building.

FUND BALANCE POLICY REVIEW

The Fund Balance Policy guidelines, outlined herein, are only intended to provide general direction regarding the future use and maintenance of the Cash Reserve Funds.

Since the guidelines contained in the Fund Balance Policy requires regular updating in order to maintain relevance and to respond to the changes inherent in the capital markets, the City plans to revisit the Fund Balance Policy from time to time.

This policy will be reviewed as needed. At that time, the Mayor/City Council will consider any recommendations for any amendments, deletions, additions, improvements or clarification.

PASSED, ADOPTED AND APPROVED by the City Council of the City of West Lake Hills this the 11th day of January, 2023.

CITY OF WEST LAKE HILLS, TEXAS:

by: _____

LINDA ANTHONY, MAYOR

ATTEST:

TERRY BLANCHARD, CITY SECRETARY



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>January 11, 2023</u>	Item Number:	<u>5</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Ashby Grundman</u>	Cost / Budget:	<u>N/A</u>
Exhibits:	<u>See attached Ordinance</u>	Source of Funds:	<u>N/A</u>

Subject

Discuss and consider action to adopt an ordinance affirming the name of "Bee Cave Road" for that portion of TxDOT Highway RM 2244 located within the corporate limits of the City of West Lake Hills.

Recommendation

Staff recommends approval of the proposed ordinance.

Discussion

This proposed ordinance is affirming the name to be Bee Cave Road. Over the years there has been confusion about whether it is Bee Caves or Bee Cave, in working with TxDOT and the City of Bee Cave, we are working to clear this up, and affirm that it is Bee Cave Road.

The City of Bee Cave has passed a similar ordinance in October 2020.

Approved By

Signature

Date

Department Head

Signature

Date

City Administrator

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE CITY OF WEST LAKE HILLS, TEXAS, AFFIRMING THE NAME OF “BEE CAVE ROAD” FOR THAT PORTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION HIGHWAY RM 2244 LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF WEST LAKE HILLS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; REPEALING ALL ORDINANCES TO THE EXTENT THEY ARE IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, RM 2244 is a Texas Department of Transportation maintained highway within the corporate limits of the City of West Lake Hills; and

WHEREAS, pursuant to Texas Transportation Code Chapter 311, Section 311.011-033 municipalities are granted the ability to assign street names to highways within their jurisdiction; and

WHEREAS, RM 2244 has historically been called “Bee Cave Road” within the City’s corporate limits as is evidenced on many recorded subdivision plats for property adjacent to the roadway within the corporate limits of the City of West Lake Hills; and

WHEREAS, RM 2244 is referred to as “Bee Cave Road” within the City’s adopted Code of Ordinances; and

WHEREAS, the Austin 9-1-1 Addressing Department provides street name management services for Travis County including the City of West Lake Hills; and

WHEREAS, the Austin 9-1-1 Addressing Department has requested the City of West Lake Hills designate one locally approved name for the highway to aid that Department in its efforts to eliminate unnecessary confusion for first responders.

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

Section 1. Findings of Fact. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. The name of that portion of RM 2244 within the corporate limits of the City of West Lake Hills is affirmed to be “Bee Cave Road.” The name “Bee Cave Road” shall be reflected on any future applicable plat applications for all property adjacent to the street.

Section 3. That all references to RM 2244, FM 2244 or Bee Caves Road found within the City’s adopted Codes, Ordinances, Plans, and Plats are hereby declared to be considered reference to Bee Cave Road.

Section 4. Staff is directed to coordinate with the Texas Department of Transportation to update street name signage as necessary.

Section 5. Severability. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjusted or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

Section 6. Repealer. All ordinances or parts of ordinances in force regarding the naming of this portion of RM 2244 when the provisions of this Ordinance become effective are hereby repealed.

Section 7. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 8. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on the 11th day of January 2023.

CITY OF WEST LAKE HILLS

Linda Anthony, Mayor

ATTEST:

Terry Blanchard, TRMC
City Secretary



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	January 11, 2023	Item Number:	7
Department:	Administration		
Prepared By:	Ashby Grundman	Cost / Budget:	
	Proposed Interlocal		
Exhibits:	Agreement	Source of Funds:	

Subject

Discuss and consider action on the renewal of an Interlocal Agreement with the City of Austin for addressing.

Recommendation

Staff recommends approval of the renewal of the Interlocal Agreement as proposed.

Discussion

The City of West Lake Hills has contracted with the City of Austin for addressing services. The City of Austin maintains the addressing guide and database with CAPCOG and reviews and approves any new street names.

In this agreement, the City of West Lake Hills agrees to provide:

- preliminary subdivisions that include streets,
- newly recorded and addressed subdivision plats,
- documentation for newly addressed properties,
- coordinate with City of Austin on any street name changes,
- provide copies of resolutions for subdivision and street vacations,
- provide notification of any proposed annexations or disannexations
- provide copies of maps and ordinances for any boundary changes

This agreement has been in place and is being renewed because the automatic renewal timeline expired. It is substantially similar to the current agreement, just updated to reflect technology and staff changes. Either party can terminate the agreement with a 30-day notice.

The renewal agreement is proposed for perpetually renewing 12-month terms, effective February 1, 2023.

Approved By

City Administrator

CITY OF AUSTIN AND CITY OF WEST LAKE HILLS

**INTERLOCAL AGREEMENT TO SUPPORT THE NEXT GENERATION
9-1-1 DATABASE PROGRAM**

This Interlocal Cooperation Agreement (“Agreement”) is between the City of Austin, a Texas home-rule and municipal corporation (“City”) and the City of West Lake Hills, a Type A general law Texas municipality that is located in Travis County (“West Lake Hills”). The City and West Lake Hills may be referred to individually as “Party” and collectively as “Parties”.

Whereas, the City has entered into an Interlocal Contract for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments (CAPCOG) to support CAPCOG’s desire to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region’s transition to Next Generation 9-1-1 emergency communications service within the Capital Area Emergency Communications District;

Whereas, in CAPCOG’s Interlocal, the City agreed to perform several duties including contracting with public entities and private interests located within Travis County in order to obtain geographic information services (GIS) data and address related data to support 9-1-1 coverage in Travis County; and

Whereas, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so West Lake Hills is authorized to provide address related data on a routine basis to the City for updating the county-wide 911 addressing database.

Now Therefore, the Parties, in consideration of the obligations described in this Agreement, do agree as follows:

Section 1. Purpose

The purpose of this Agreement is for the City to obtain address related data from West Lake Hills so the City can maintain the county-wide 9-1-1 addressing database to support 9-1-1 emergency service delivery throughout Travis County.

Section 2. Agreement Term

The term of this Agreement begins on February 1, 2023 for a 12-month term and renews annually unless terminated in accordance with the provisions of this Agreement. This Agreement automatically extends for unlimited 12-month extension periods unless either party terminates this Agreement by providing written notice to the other party at

least thirty (30) days prior to the preceding Term. The initial term or each extension term may be referred to “Term” under this Agreement.

Section 3. West Lake Hills Cost

West Lake Hills is responsible for any and all costs incurred to perform its obligations under this Agreement. The City will not be responsible for this cost.

Section 4. Designation of Contract Manager

4.1 The City Contract Manager is the current City of Austin 911 Addressing Supervisor. Correspondence should be sent to the following: Attention: City of Austin 911 Addressing Supervisor, PO Box 1088, Austin, TX 78767 or electronically to Addressing@AustinTexas.gov. The City's Contract Manager shall represent the interests of the City in resolving any and all issues that may arise under this Agreement and serve as the City's designated point of contact.

4.2 West Lake Hills's Contract Manager is Trey Fletcher, City Administrator, in the Administration Department. Correspondence should be sent to the following: 911 Westlake Drive, West Lake Hills, Texas, 78746 or electronically to cityadmin@westlakehills.gov. Trey Fletcher shall represent West Lake Hills as the Contract Manager for this Agreement and be the designated point of contact for West Lake Hills.

4.3 Should the identity of the City Contract Manager or West Lake Hills Contract Manager change, each party will identify a qualified and competent replacement and promptly notify the other party of the change. No formal amendment is otherwise required for this section.

Section 5. City Duties

5.1 City agrees to update and maintain the Master Street Addressing Guide (MSAG) with the CAPCOG database provider for all identified addresses in Travis County.

5.2 City agrees to review and approve street names and street layout as it relates to addressing submitted through preliminary subdivision review in West Lake Hills that West Lake Hills submits to the City Contract Manager.

5.3 City agrees to review and approve street names and street layout submitted for new site plans in West Lake Hills that West Lake Hills submits to the City Contract Manager. This includes new site plans for street-like network of private driveways when the developer is naming the private driveways such as mixed-use developments, mobile

home parks, and condominiums but excludes new site plans for developer named private driveways in apartment complexes.

5.4 City agrees to review and approve names submitted for street names changes in West Lake Hills that West Lake Hills provides the City Contract Manager.

5.5 City agrees to provide MSAG records specific to West Lake Hills upon written request by the West Lake Hills Contract Manager.

5.6 City agrees to provide utility verification for addresses in West Lake Hills upon written request.

Section 6. West Lake Hills Duties

6.1 West Lake Hills agrees to provide all preliminary subdivisions that contain streets in review to the City Contract Manager. Under this Agreement, the City Contract Manager will review and confirm, if acceptable, all street names that are in compliance with the *Austin and Travis County Street Name Standards* (attached as **Exhibit "A"** to this Agreement and incorporated by reference) for West Lake Hills prior to West Lake Hills's approval within ten (10) business days of receipt; if not received within ten (10) days, street names are considered approved.

6.2 West Lake Hills agrees to provide a copy of all newly recorded and addressed subdivision plats with addresses prominently displayed on the plats to the City Contract Manager within two (2) weeks from the date of plat recordation with Travis County. West Lake Hills may also provide the addresses and street centerlines in a GIS format to the City Contract Manager.

6.3 West Lake Hills agrees to provide the City Contract Manager with documentation of address(s) assigned for each newly addressed property in West Lake Hills within two (2) weeks of the address assignment. For consistency it is recommended that the address(s) should comply with the *Capital Area Council of Governments (CAPCOG) Addressing Guidelines* attached as **Exhibit "B"** to this Agreement and incorporated by reference and the *City of Austin Addressing Standards* attached as **Exhibit "C"** to this Agreement and incorporated by reference.

6.4 West Lake Hills agrees to coordinate with the City Contract Manager on all proposed West Lake Hills street name changes and provide documentation of the final approved street name changes within two (2) weeks of the street name effective date. For consistency it is recommended that street names must follow the *Austin and Travis County Street Name Standards*.

6.5 West Lake Hills agrees to coordinate with the City Contract Manager on all proposed West Lake Hills address changes and provide documentation of the final approved address changes within two (2) weeks of the address effective date. For consistency it is recommended that address changes comply with the *CAPCOG Addressing Guidelines* or the *City of Austin Addressing Standards*.

6.6 West Lake Hills agrees to provide its electronic copies of ordinances and resolutions pertaining to subdivision and street vacations to the City Contract Manager within thirty (30) days of approval.

6.7 West Lake Hills agrees to provide notification of proposed annexations and disannexations within Travis County to the City Contract Manager no later than thirty (30) days prior to the effective date of the annexation or disannexations, as applicable. West Lake Hills may also provide the annexation boundaries in a GIS format. West Lake Hills will provide prompt notification to the City Contract Manager upon approval of all annexations and disannexations.

6.6 West Lake Hills agrees to provide the City Contract Manager with all signed ordinances and maps regarding boundary changes as described in the Local Government Code Chapter 41.

Section 7. Confidential and Proprietary Information

All material submitted to the City becomes public property and is subject to the Texas Public Information Act on receipt. If West Lake Hills does not desire proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If West Lake Hills fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

Section 8. City Right to Audit

West Lake Hills agrees representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, the right to audit, examine or reproduce, any and all documents of West Lake Hills related to West Lake Hills's performance under this Agreement upon City's advance written notice to West Lake Hills and scheduling between the Parties. In no event will the City have the right to inspect records West Lake Hills deems are confidential or proprietary. Audits shall be at the City's expense.

Section 9. West Lake Hills Right to Audit

City agrees representatives of West Lake Hills's Auditor's Office, or other authorized representatives of West Lake Hills, shall have access to, and the right to audit, examine or reproduce, any and all documents of the City's performance under this Agreement upon West Lake Hills's advance written notice to City and scheduling between the Parties. In no event will West Lake Hills have the right to inspect records the City deems are confidential or proprietary. Audits shall be at West Lake Hills's expense.

Section 10. Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. City and West Lake Hills are independent contractors. The Parties agree and understand that this Agreement does not grant unto the other Party any rights or privileges established for employees of either the City or West Lake Hills.

Section 11. Default

A Party to this Agreement shall be in default ("Event of Default") under this Agreement if the Party (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement; or (b) fails to provide adequate assurance of performance under Section 12.

Section 12. Right to Assurance

Whenever a Party to this Agreement in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten (10) working days after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

Section 13. Termination for Cause

If either Party commits an Event of Default, the non-defaulting Party shall deliver written notice of such Event of Default to the defaulting Party. Such notice must specify the nature of the Event of Default and inform the defaulting Party that unless the Event of Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting Party begins a good faith attempt to cure the Event of Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting Party, so long as the defaulting Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting Party does not cure the breach within thirty (30) days or

otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-defaulting Party may terminate this Agreement. The Parties' rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 14. Termination without Cause

Either Party may terminate this Agreement without cause by providing thirty (30) days advance written notice to the other party.

Section 15. Dispute Resolution

15.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

15.2 Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the West Lake Hills agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the said agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. If the Parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the West Lake Hills will share the costs of mediation equally.

Section 16. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

Section 17. Texas Public Information Act

The Parties agree that this Agreement is subject to the Texas Public Information Act and the Act shall control to the extent of any conflict between the terms of this Agreement and the Act.

Section 18. Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code. This Agreement does not require payments from one party to the other. However, to the extent applicable, each party's monetary obligations hereunder are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

Section 19. Assignment

A Party to this Agreement may not assign or transfer its interests under this Agreement.

Section 20. Entirety of the Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

Section 21. Jurisdiction and Venue

The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

Section 22. Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 23. Notices

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U. S. Postal Service Certified or Registered Mail Return Receipt Requested. Notices delivered by any other means (fax or courier) shall be deemed delivered upon receipt of a successful fax or courier confirmation report by the addressee. Routine communication may be made by first class mail, facsimile, or other commercially accepted means. Notices to the City and West Lake Hills shall be addressed as follows:

City

**Spencer Cronk
City Manager
City of Austin
PO Box 1088
Austin, Texas 78767
(512)974-2200**

West Lake Hills

**Trey Fletcher
City Administrator
City of West Lake Hills
911 Westlake Drive
West Lake Hills, Texas 78746
(512)327-3628**

Section 24. Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither the City nor West Lake Hills waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 25. Execution of this Agreement

Parties to this Agreement shall submit certified documentation of approval by the governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Section 26. Force Majeure

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or

telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Section 27. Agreement and Signatures

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

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in duplicate originals.

The Agreement is effective on the last date signed by the Parties.

CITY OF AUSTIN

By _____
Spencer Cronk
City Manager

Date _____

CITY OF WEST LAKE HILLS

By _____
Trey Fletcher
City Administrator

Date _____

Exhibits

Exhibit A- Austin and Travis County Street Name Standards

Exhibit B- Capital Area Council of Governments Addressing Guidelines

Exhibit C- City of Austin Addressing Standards

The aforementioned exhibits are currently available online at the following addresses:

Exhibit A- Austin and Travis County Street Name Standards:

http://www.austintexas.gov/sites/default/files/files/Information_Technology/911Addressing/Street_Name_Standards.pdf

Exhibit B- Capital Area Council of Governments Addressing Guidelines:

<https://www.capcog.org/wp-content/uploads/2019/09/2011-05-02-CAPCOG-Addressing-Guidelines.pdf>

Exhibit C- City of Austin Addressing Standards:

<http://www.austintexas.gov/sites/default/files/files/911AddressingStandards.pdf>



City of West Lake Hills
City Council

AGENDA REPORT

Meeting Date: January 11, 2023
Department: Administration
Prepared By: Trey Fletcher
Exhibits: Existing Parking Lease

Item Number: _____
Cost / Budget: Revenue \$1000 / Month
Source of Funds: n/a

Subject

Discuss and consider the parking lease by the adjacent property owner of parking spaces at 4010 Bee Cave Road, authorizing negotiation and execution of a parking lease agreement.

Recommendation

Staff recommends authorizing the continuation of the parking lease by Westlake Animal Hospital on a month-to-month basis until the site is encumbered by construction activities.

Discussion

The city of West Lake Hills closed on the acquisition of the former Westbank Bible Church on May 20, 2022. The city agreed to a leaseback of the property by the church, Oak Hill Bible Church, until February 20, 2023. The adjacent property, Westlake Animal Hospital, leases up to 25 parking spaces and a half acre area for dog walking compensating the church \$1000/month. Upon termination of the lease between the city and the church, the parking lease could be assigned or renewed with the city.

Approved By

		Signature		Date	
Department Head					
		Signature		Date	
City Administrator	Trey Fletcher			1/6/2023	

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of March 1, 2022 ("Effective Date"), by and between Pathway Vet Alliance LLC dba Westlake Animal Hospital whose address is 800 W. Cesar Chavez St. Suite B100, Austin, TX 78701 ("WLAH") and Oak Hill Bible Church of 4010 Bee Caves Road, West Lake Hills, TX 78746 ("OHBC").

1. **DESCRIPTION OF SERVICES.** Beginning March 1, 2022 OHBC will provide to WLAH the following services (collectively, the "Services"):

OHBC will allow employees of WLAH to use up to twenty-five (25) parking spaces of OHBC's parking lot located at 4010 Bee Cave Road, West Lake Hills, TX ("Premises"). In addition, OHBC will allow WLAH to use that certain 0.5 acre of mutually agreed area to walk animals.

These Services are granted with the following conditions:

- a. WLAH assumes all responsibility for any activity on OHBC property due to any WLAH activity. WLAH will maintain proper insurance to protect OHBC related to the activities of this Contract.
 - b. The Premises is available to be used by WLAH on Monday - Saturday and Sunday after 1pm. WLAH shall not have use of the Premises Sunday between 6AM and 1pm.
 - c. The Premises available on a first-come, first-serve basis. OHBC makes no guarantee to WLAH that the Premises will be available. It is possible that OHBC will have activities which will consume parking and limited or no parking will be available to WLAH.
 - d. OHBC reserves the right to occasionally block WLAH use of the Premises due to special occasions such as funerals, weddings, conferences and other such events. OHBC will make reasonable efforts to notify WLAH ahead of time.
 - e. WLAH will be diligent to clean up any animal waste or trash on the Premises as a result of WLAH's use of the Premises.
 - f. OHBC provides no security, safety or supervision of any activity of WLAH on the Premises. Any incident that occurs on the Premises by WLAH activity is the sole responsibility of WLAH.
 - g. WLAH shall maintain the Premises in a commercially reasonable condition.
2. **TERM.** The term ("Term") of this Contract shall commence on the Effective date and continue on a month-to-month basis unless either party elects to terminate this Contract upon thirty (30) days' prior written notice to the other party.
 3. **RENT.** WLAH shall pay to OHBC during the Term monthly rent in the amount of \$1,000.00 (one thousand dollars) per month ("Rent") until termination of this Contract. Rent shall be due and payable on the first of each and every month of the Term.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at ten percent (10%) per year, or the maximum percentage allowed under applicable Texas laws, whichever is less.

In addition to any other right or remedy provided by law, if WLAH fails to pay for the Services when due, OHBC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this contract and/or seek legal remedies.

Initial: WLAH SGB

OHBC TDE

4. **INDEMNIFICATION.** Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the Premises, or any other loss arising out of any act, omission, negligence, or willful misconduct of such indemnifying party or its contractors, licensees, agents, servants, invitees, or employees, but excluding any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the Premises to the extent caused by the negligence or willful misconduct of the other party.
5. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
 - a. Failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time or manner provided for in this Contract.
6. **ATTORNEY'S FEES AND COLLECTION COSTS.** If there is dispute by either party relating to any provisions in this Contract, the non-prevailing party shall pay the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.
7. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this contract.
8. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts for military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or another labor disputes or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party, if committed omitted or caused by such party, or its employees, officers, agents or affiliates.
9. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by

Initial: WLAH **SGB** OHBC TDE

negotiation within thirty (30) days, the parties will resolve the dispute using the below Alternative Dispute (AD) procedure.

Any controversies or disputes arising out of or relating to this Contract will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreement between the parties.
11. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limited such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.
12. **AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the agreement. If OHBC changes names and begins operating under a new name this contract will continue between WLAH and the existing church with a new name.
13. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Texas.
14. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
15. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
16. **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.
17. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, WLAH may assign this Contract without obtaining OHBC's consent (i) to any wholly-owned subsidiary, or to any corporation or other entity of which WLAH is a wholly-owned subsidiary, or to any wholly-owned subsidiary of a parent entity now or hereafter organized, or any corporation or other entity under common control with WLAH or (ii) in connection with the sale of the ownership interest in WLAH, or of all or substantially all of WLAH's assets.
18. **BINDING AGREEMENT.** This Contract and all of its terms, provisions and covenants will apply to, be binding on, and inure the benefit of the parties and their respective successors and assigns.

Initial: WLAH SGB OHBC TDE

19. **FURTHER ASSURANCE.** The parties shall take such further action, and shall execute and deliver such additional agreements, documents, and instruments, as may be necessary or appropriate to carry out and give full effect to the intent and purposes of this Contract.
20. **COUNTERPARTS.** This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one instrument.

[Signature on following page]

Initial: WLAH SGB

OHBC TDE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

WLAH: Pathway Vet Alliance LLC

By:

Stefanie Box

Signature

Date: Mar 3, 2022

Stefanie Box

Printed Name

General Counsel and Secretary

Title

OHBC: Oak Hill Bible Church

By:



Signature

Date: 3/5/2022

Todd Erdner

Printed Name

Chariman, Elder Board

Title

Initial: WLAH SGB

OHBC TDE