



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, January 25, 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 25th 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 25, 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 Administer Oath of Office for Police Officer Ethan Atencio.

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 January 11, 2023 Regular Meeting Minutes.
 - b. Approval of FY 23 Q1 Building and Development Services Department Report.
 - c. Approval of FY 23 Q1 Investment Report.
 - d. Approval of FY 23 Q1 Municipal Court Report.
 - e. Approval of FY 23 Q1 Public Safety Report.
5. Land Use **517 Buckeye Trail**: 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 Jeffery Foster.
6. Administration Discuss and consider action to adopt an ordinance calling a General Election to be held on May 6, 2023 for the purpose of electing Council Member Place 1, Council Member Place 3, and Council Member Place 5.
7. Administration Discuss and consider action to authorize contracts with Travis County for an Election Services Agreement and a Joint Election Agreement for the May 6, 2023 General Election.
8. Administration Discussion and update on bond items regarding Proposition A (new municipal complex) and Proposition B (street and drainage projects).
9. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess in Executive Session (closed meeting) to discuss the following:
Section 551.071: Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills vs. Ryan and Holly Lambert, 1600 Westlake Drive, West Lake Hills Texas, 78746 (in rem).
10. Executive Session Reconvene into open session and take action if and as deemed appropriate in the City Council's discretion regarding consultation with attorney.
11. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the January 25, 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 20, 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, January 11, 2023 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

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

Mayor Anthony administered Oath of Office for Officer Steward.

3. 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.

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.

Item 4(b) was removed from the Consent Agenda for discussion.

MOTION: Upon a motion made by Councilmember South and a second by Councilmember Vaughan, the Council voted three (3) for and none (0) opposed to approve item 4(a) as presented. Motion carried.

b. Resolution Approval of resolution amending the General Fund Balance Policy by establishing a City Hall Construction Cash Reserve Fund.

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember South, the Council voted three (3) for and none (0) opposed to approve item 4(b) as presented. Motion carried.

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.

MOTION: Upon a motion made by Councilmember Bowman and a second by Councilmember South, the Council voted three (3) for and none (0) opposed to approve the ordinance as presented. Motion carried.

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

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember South, the Council voted three (3) for and none (0) opposed to approve renewal of the agreement as presented. Motion carried.

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.

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember South, the Council voted three (3) for and none (0) opposed to authorize negotiation and execution of a parking lease agreement. Motion carried.

8. Adjournment

MOTION: Upon a motion made by Councilmember Vaughan and a second by Councilmember South, the Council voted three (3) for and none (0) opposed to adjourn the meeting at 7:21 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on January 25, 2023.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	January 25, 2023	Item Number:	4B
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	See Information Below
Exhibits:	None	Source of Funds:	

Subject

Approval of the FY 23 Q1 Building and Development Services Department Report.

Recommendation

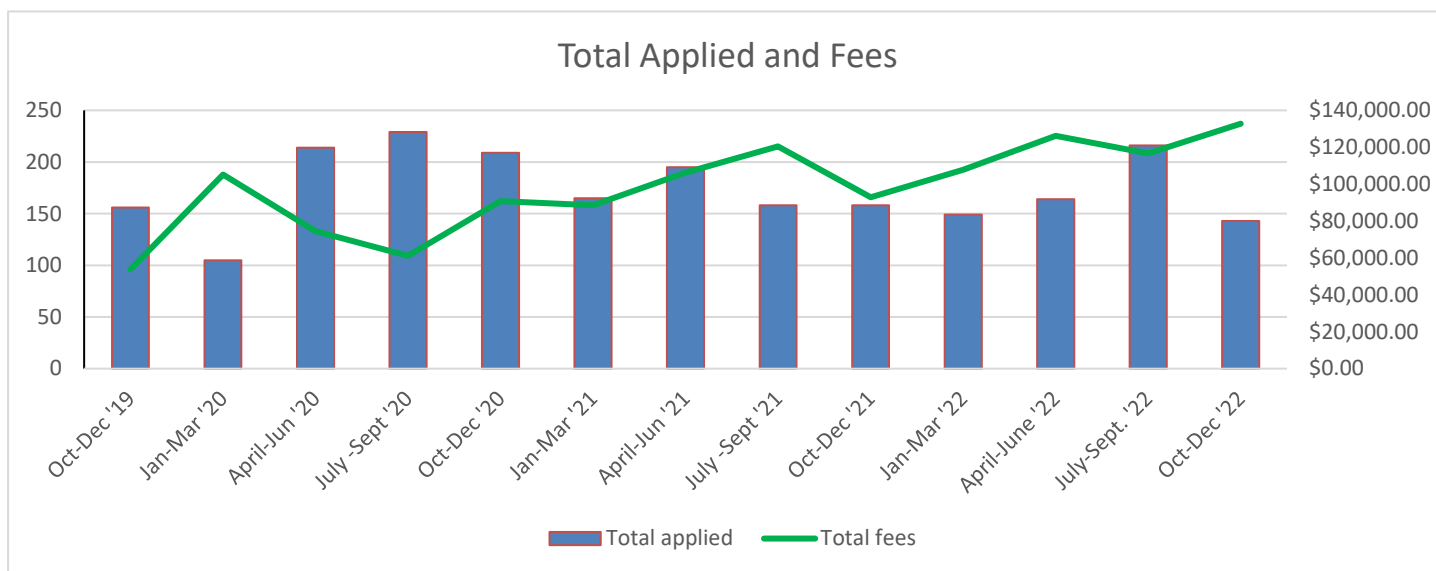
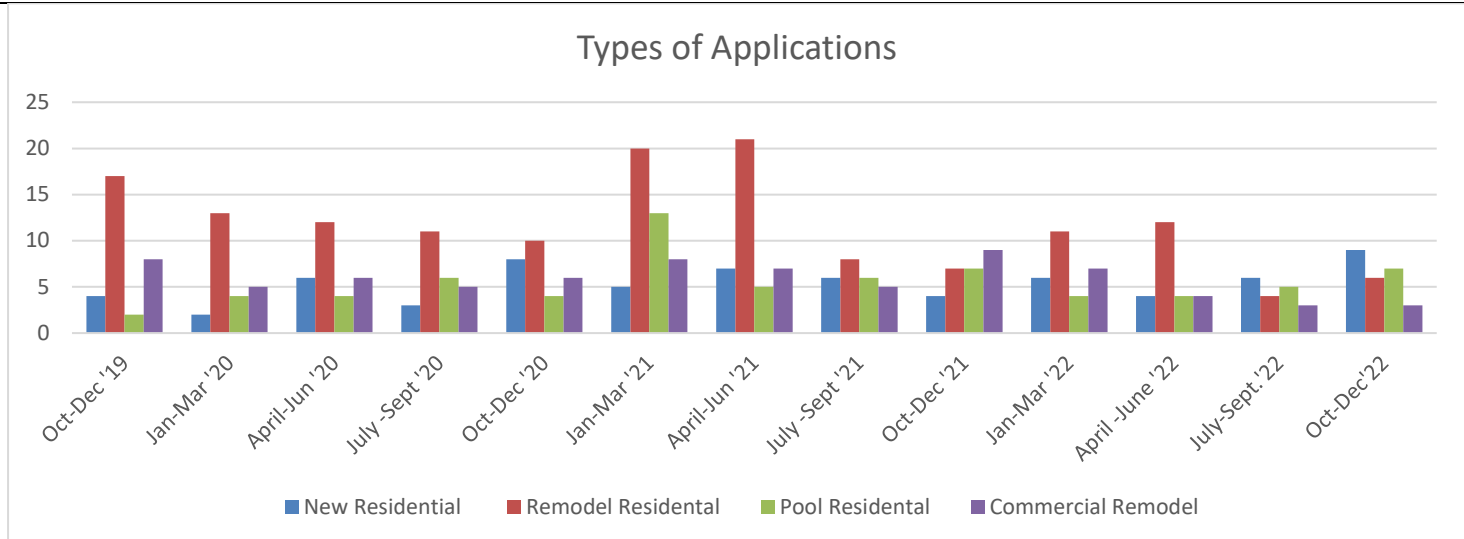
Staff recommends approval of the FY Q1 Building and Development Services Department Report.

Discussion

The Q4 FY 22 report from the Building and Development Services Department includes information related to construction in the city, including types of permits, quantities and fees collected. We have included historical data to help reflect trends.

Please refer to the tables and charts below:

<u>Applications Requiring BOA/Council Review</u>	Approved	Denied	Withdrawn
Variances	16	0	0
Zoning Applications	0	0	0
Special Use Permits	3	0	0
Subdivision Plats	3	0	0
Easement Release Requests	0	0	0
TOTAL	20	0	0



There is an addition \$96,966 in wastewater fees that were collected in December 2022 that is not included in the table.

Should any Councilmembers have questions or feedback, please contact the Assistant City Administrator/Director of Building and Development Services.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date: January 25, 2023
Department: Admin/Finance
Prepared By: Vonda Ragsdale
Exhibits: Investment Report

Item Number: 4
Cost / Budget: n/a
Source of Funds: n/a

Subject

FY2022-2023 Q1 Investment Report

Recommendation

None

Discussion

The interest rate is significantly higher year-over-year. Last year this time the interest rate in the Pooled Accounts was 0.025% and this year it is 3.8%.

City of West Lake Hills

Investment Report
Quarter Ended 12/31/2022

	Current Book Value	Current Market Value	Previous Book Value	Change in Book Value	Interest Earned	% of Portfolio	Annual Percentage Yield Earned
General Fund Investments							
Frost Bank - Checking Acct	3,365,931	3,365,931	1,874,413	1,491,518	-	9.20%	0.000%
Lone Star Liquidity Fund	8,586,894	8,586,894	6,522,983	2,063,911	63,911	23.47%	3.846%
LOGIC	3,663,677	3,663,677	3,628,887	34,790	34,790	10.01%	3.793%
Total General Fund	\$ 15,616,502	\$ 15,616,502	\$ 12,026,284	\$ 3,590,219	\$ 98,700	42.68%	
2021 I&S FUND							
LOGIC	10,683	10,683	10,582	101	101	0.03%	3.793%
Total 2022 GO Bond Fund	\$ 10,683	\$ 10,683	\$ 10,582	\$ 101	\$ 101	0.03%	
2022 GO BOND FUND							
LOGIC	19,178,857	19,178,857	18,996,736	182,120	182,120	52.42%	3.793%
Total 2022 GO Bond Fund	\$ 19,178,857	\$ 19,178,857	\$ 18,996,736	\$ 182,120	\$ 182,120	52.42%	
Wastewater Fund Investments							
Lone Star Liquidity Fund	36,729	36,729	36,375	354	354	0.10%	3.846%
Total Wastewater Fund	\$ 36,729	\$ 36,729	\$ 36,375	\$ 354	\$ 354	0.10%	
Wastewater Construction Fund							
Lone Star Liquidity Fund	495,042	495,042	490,275	4,767	4,767	1.35%	3.846%
Total WW Construction Fund	\$ 495,042	\$ 495,042	\$ 490,275	\$ 4,767	\$ 4,767	1.35%	
Wastewater Debt Service Fund							
Frost Bank Money Market	1,247,662	1,247,662	1,247,633	28	28	3.41%	0.0050%
Total WW Debt Service Fund	\$ 1,247,662	\$ 1,247,662	\$ 1,247,633	\$ 28	\$ 28	3.41%	
Total	\$ 36,585,475	\$ 36,585,475	# \$ 32,807,886	\$ 3,777,589	\$ 286,071	100.00%	

Signature on file _____ 1/13/2023
Vonda Ragsdale, Finance Director Date

Signature on file _____ 1/13/2023
Trey Fletcher, City Administrator Date



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date: January 25, 2023
Department: Municipal Court
Prepared By: Robert Martinez, Jr.
Exhibits: FY'22 MC Dashboard

Item Number: 4D
Cost / Budget: _____
Source of Funds: _____

Subject

Approval of the FY 23 Q1 Municipal Court Report

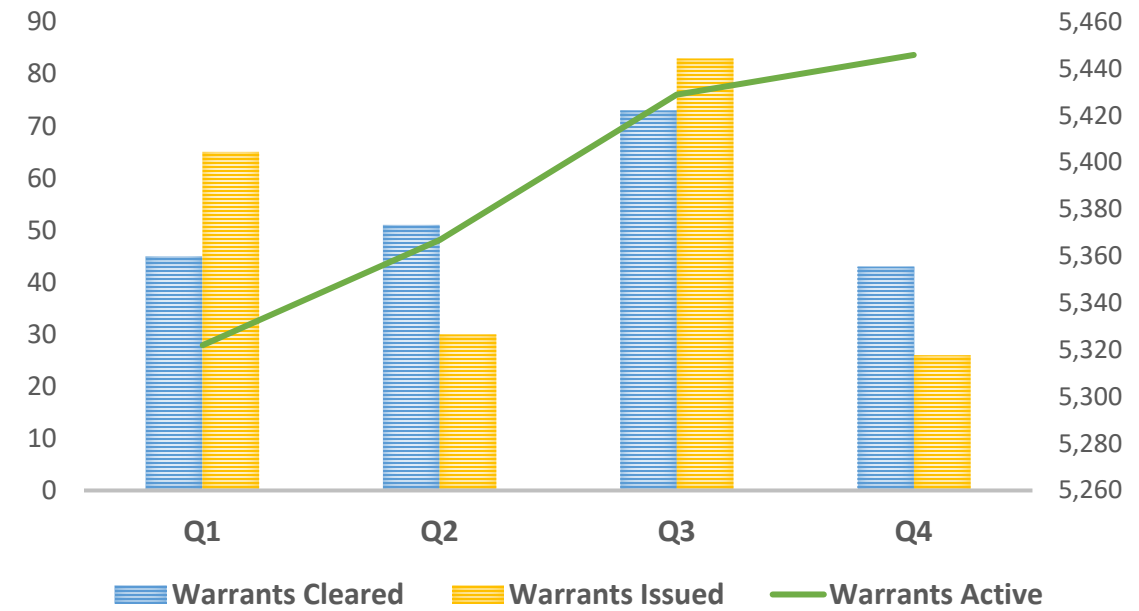
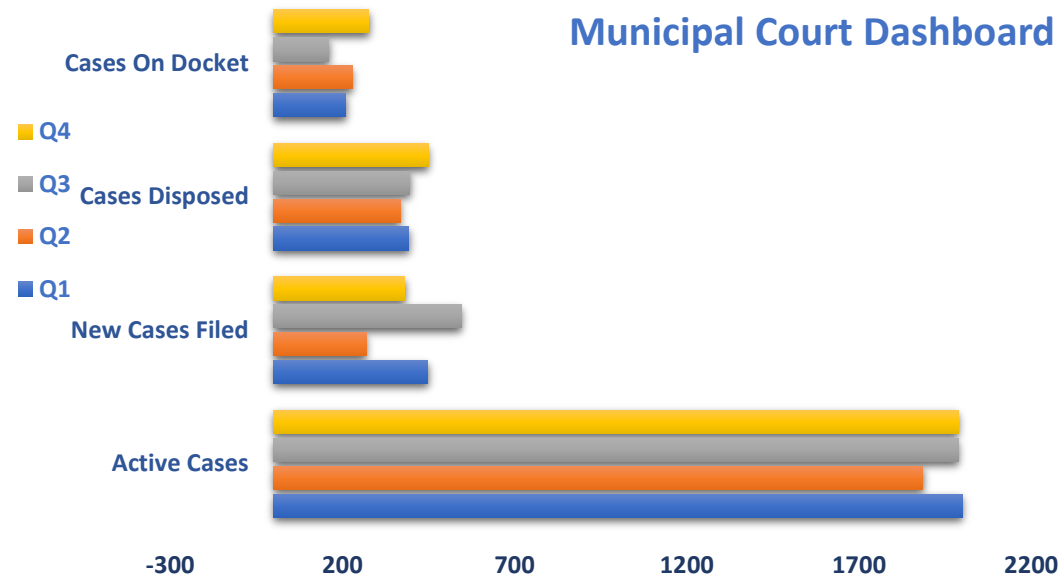
Recommendation

Staff recommends approval of the FY Q1 Municipal Court Report

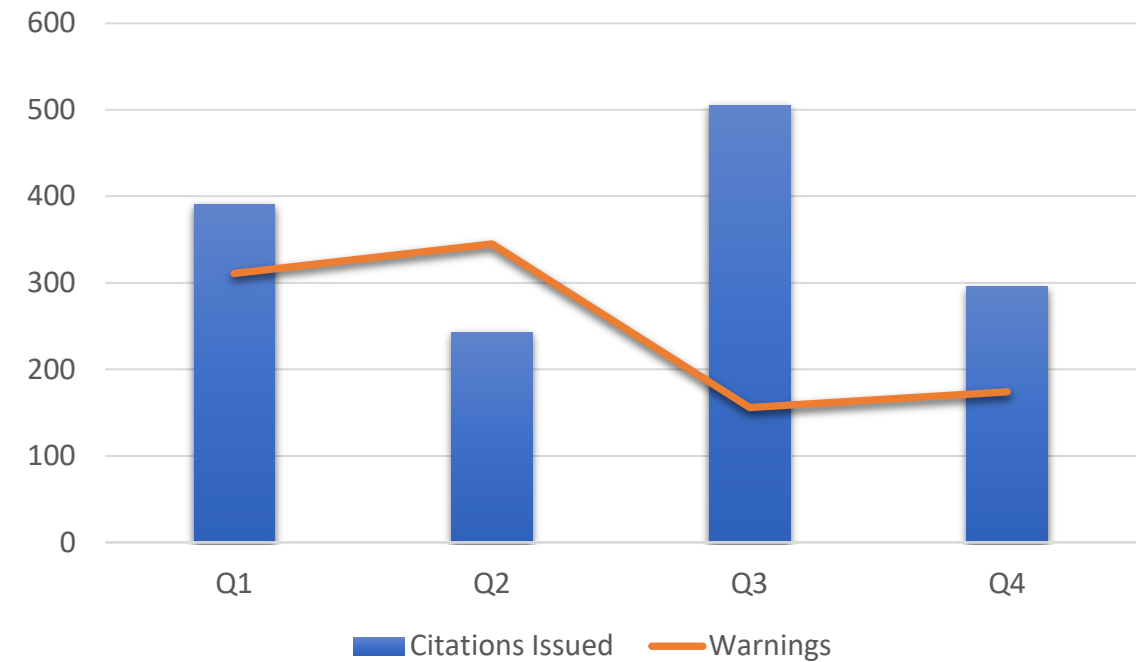
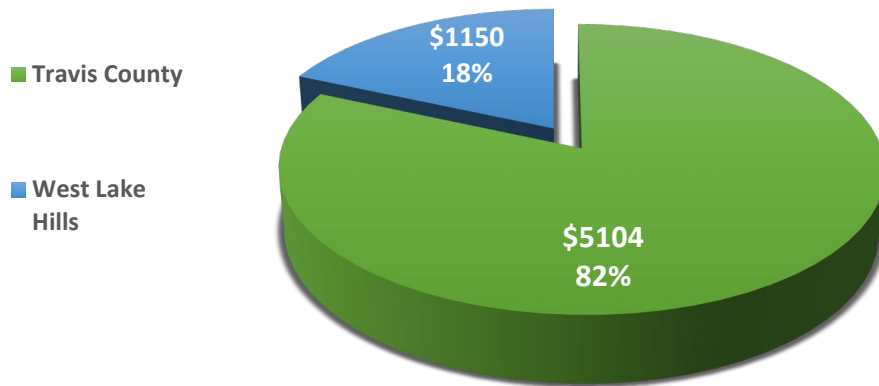
Discussion

The FY' 22 Municipal Court Dashboard includes information related to citation filings, case activity as well as warrant data.

FY' 22 Municipal Court Dashboard



Travis County Warrant Fees Collected





West Lake Hills Police Department West Lake Hills, TX



Public Safety Report 1st Quarter (Oct. – Dec.), 2023

Statistical Highlights

During the 1st quarter (Oct - Dec) 2023, there were 50 reported NIBRS* Group A offenses, compared with 49 for the 4th quarter of 2022 and 37 during the same quarter last year. Officers made 15 in-custody or field release arrests in Q1 2023 compared to 17 in Q4.

In Q1, our officers made 536 traffic stops, resulting in 480 violations (89.6%), and 293 warnings (54.7%). Of the 480 violations, 156 were for speeding and 109 were for speeding in a school zone. This compares to 392 traffic stops for Q4. We also had 7 parking citations issued for parking on Konstanty Circle.

During Q1, West Lake Hills Police Officers responded to 402 calls for service, compared to 470 calls for service in Q4. Officers also conducted 303 close patrol checks for residents who were out of town, compared to 327 for Q4.

STR Locations

There was one call at an STR location, but the call was related to the residents who live there and not to a short-term rental.

Training

Officers completed 125 hours of training during this quarter, compared to 542 hours during Q4. Training included FEMA/ICS, TCIC/NCIC, Courtroom Testimony, and Computer Security Awareness classes.

Charts

Attached are charts of trends over the last several quarters. Previously, we were using the calendar year for our quarters, but we have switched over to FY quarters to match up with the other quarterly reports.

*NIBRS – National Incident Based Reporting System used to report offenses to the FBI. There is information on the difference between NIBRS and UCR (Uniform Crime Reporting) on pages 2 and 3.

West Lake Hills Police Department

West Lake Hills, TX

The Difference between UCR reporting and NIBRS reporting

Uniform Crime Reporting (UCR), the method for law enforcement agencies to report offenses to the FBI, was officially retired on January 1, 2021. By that date, every law enforcement agency in the country was required to use its replacement, the National Incident Based Reporting System (NIBRS). The West Lake Hills Police Department has been using NIBRS to report offenses to the FBI since 2017 when we implemented our new Record Management System. We used UCR numbers to report on our quarterly reports until January 2021 when we switched over to NIBRS reporting on our quarterly reports. The below information is intended to give you a better idea of why the NIBRS offense numbers will always be higher than the corresponding UCR numbers have been in the past.

Changes in offenses

Both UCR and NIBRS collect data on homicide, rape, robbery, aggravated assault, burglary, motor vehicle theft, larceny-theft and arson. In the UCR world, these are called "Part 1 crimes". They both also collect data on the categories "crimes against persons" and "crimes against property." Unlike UCR, NIBRS documents animal cruelty, extortion and identity theft offenses. NIBRS also documents the category "crimes against society" which may not actually involve an injured party or piece of property. Rather, they are prohibitions against engaging in certain types of activity such as drugs, gambling, pornography, prostitution and weapon law violations.

Elimination of the hierarchy rule

A key differentiating factor of NIBRS is the elimination of the hierarchy rule. UCR employs the hierarchy rule to recognize the most serious offense per incident, whereas under NIBRS, agencies are required to submit detailed information about all offenses committed in a single incident. With NIBRS, officers can collect data on up to 10 criminal offenses within an incident. An incident is considered one or more offenses committed by the same offender or group of offenders acting in concert at the same time and place.

To give an example of hierarchy within UCR, if a thief breaks into a home, steals several items and then rides off in the homeowner's moped, only the most serious offense – burglary of a residence - would be reported. In NIBRS, every offense would be included in one report, provided the offenses are separate and distinct crimes and each are mutually exclusive crimes.

Changes in classification

The most important difference between UCR and NIBRS is that Part I and Part II offenses are discarded in favor of Group A and Group B offenses, with Group A representing 20-plus indexed crime categories rather than focusing on eight indexed offenses in the UCR system.

West Lake Hills Police Department

West Lake Hills, TX

Breakdown of Offense Groups

UCR Part 1 offenses

- Murder
- Rape
- Robbery
- Aggravated Assault
- Burglary
- Motor Vehicle Theft
- Larceny / Theft
- Arson

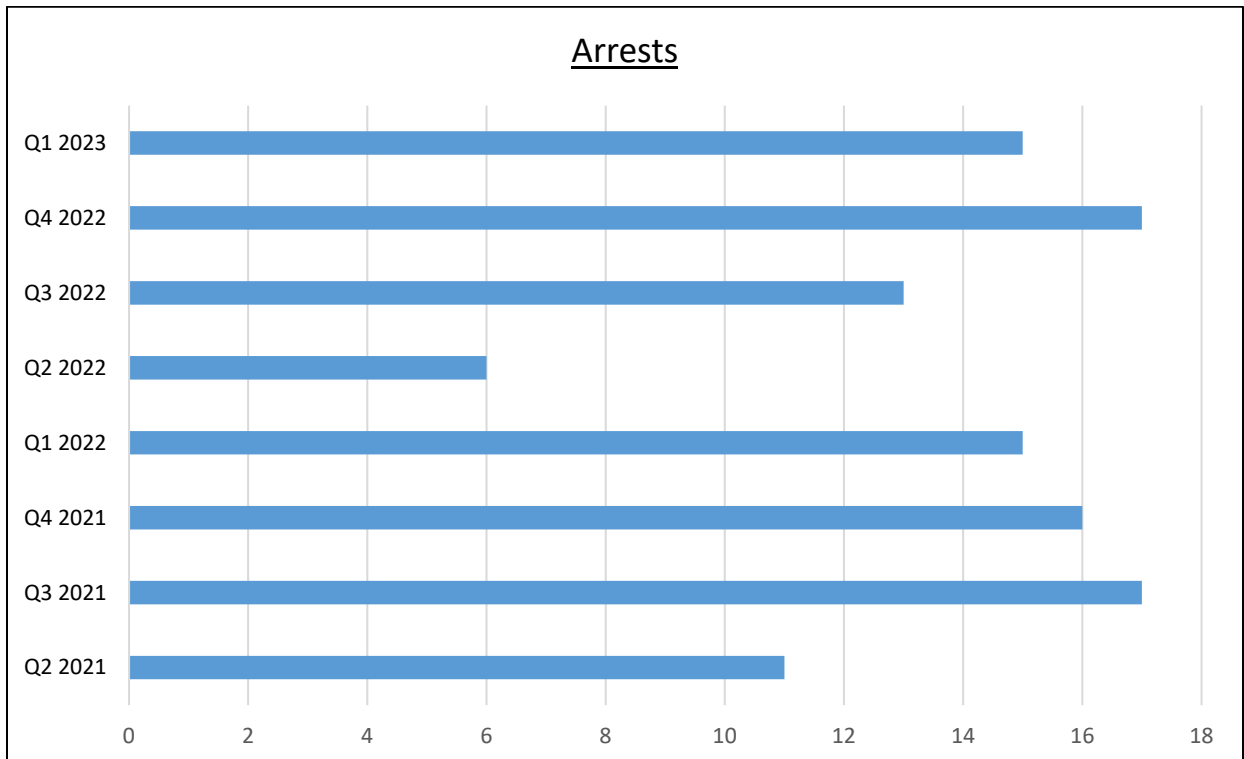
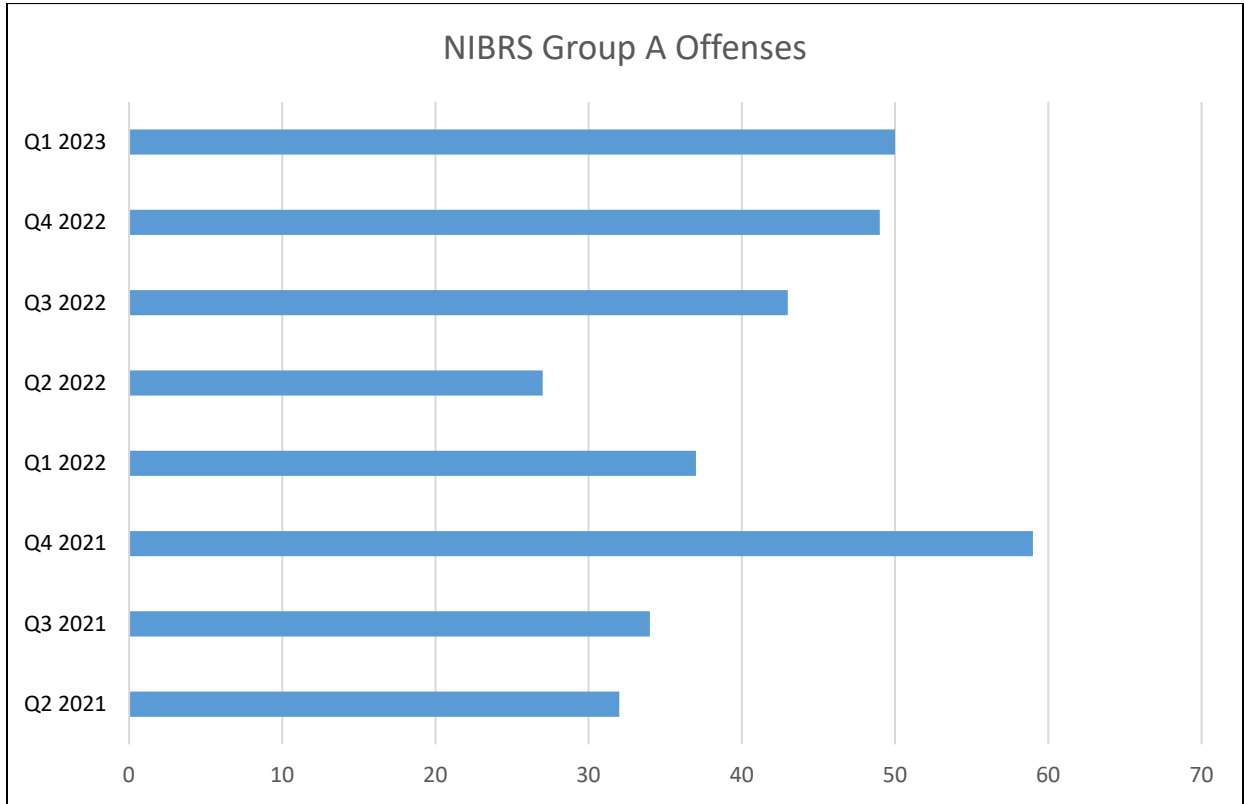
NIBRS Group A offenses

- Homicide
- Sex Offenses
- Robbery
- Assault Offenses
- Burglary
- Motor Vehicle Theft
- Larceny / Theft
- Arson
- Bribery
- Counterfeiting / Forgery
- Destruction / Damage / Vandalism
- Drug / Narcotics Violations
- Drug Equipment Violations
- Embezzlement
- Extortion / Blackmail
- Fraud Offenses
- Gambling Offenses
- Human Trafficking Offenses
- Kidnapping / Abduction
- Obscene material
- Prostitution
- Stolen Property Offenses
- Weapon Law Violations
- Animal Cruelty

I hope this gives you a better understanding of what we are talking about when we reference NIBRS Group A offenses vs the old UCR Part 1 offenses. As always, I am available to answer any questions about how we report offenses to the FBI.

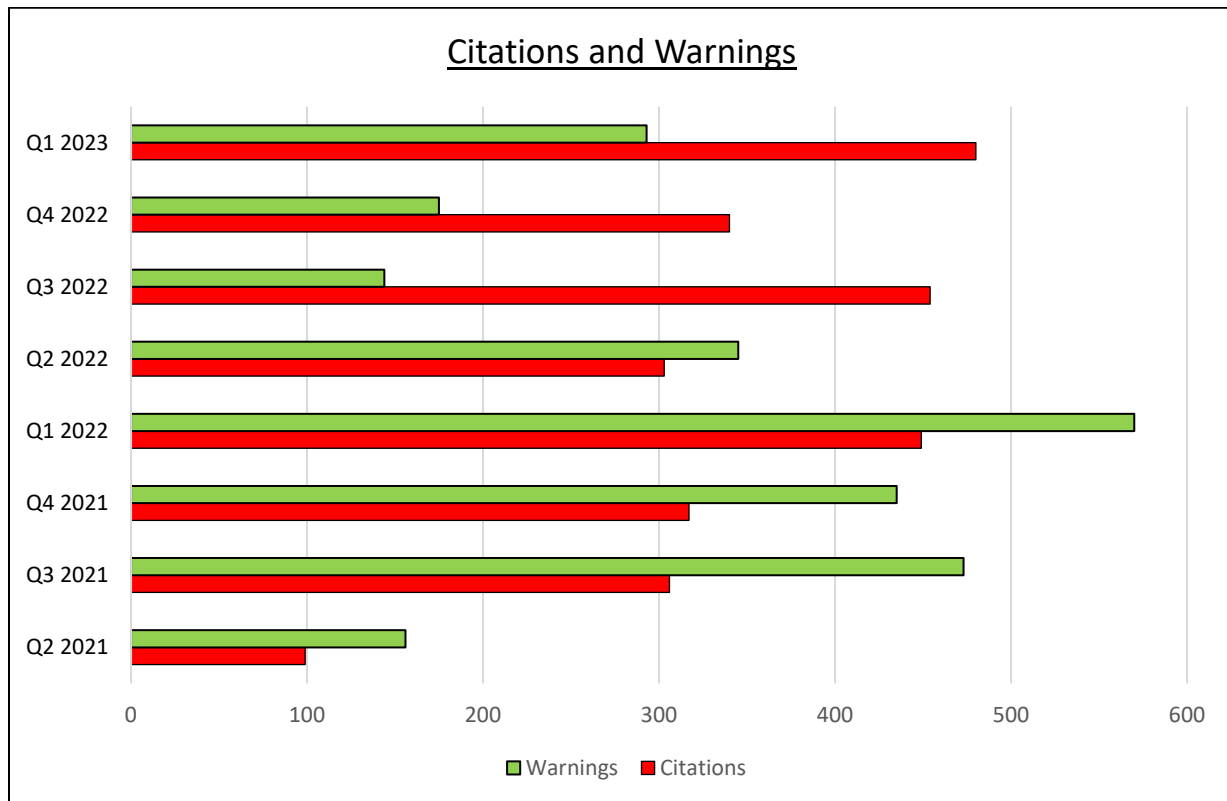
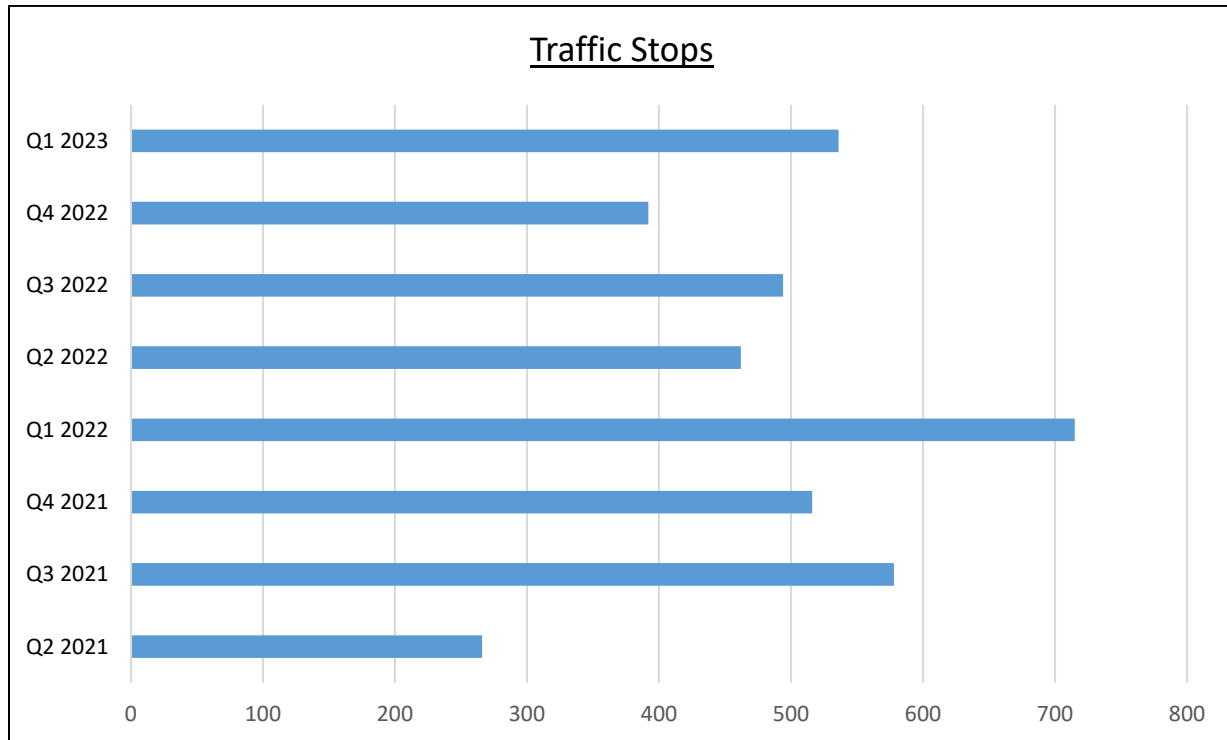
West Lake Hills Police Department

West Lake Hills, TX



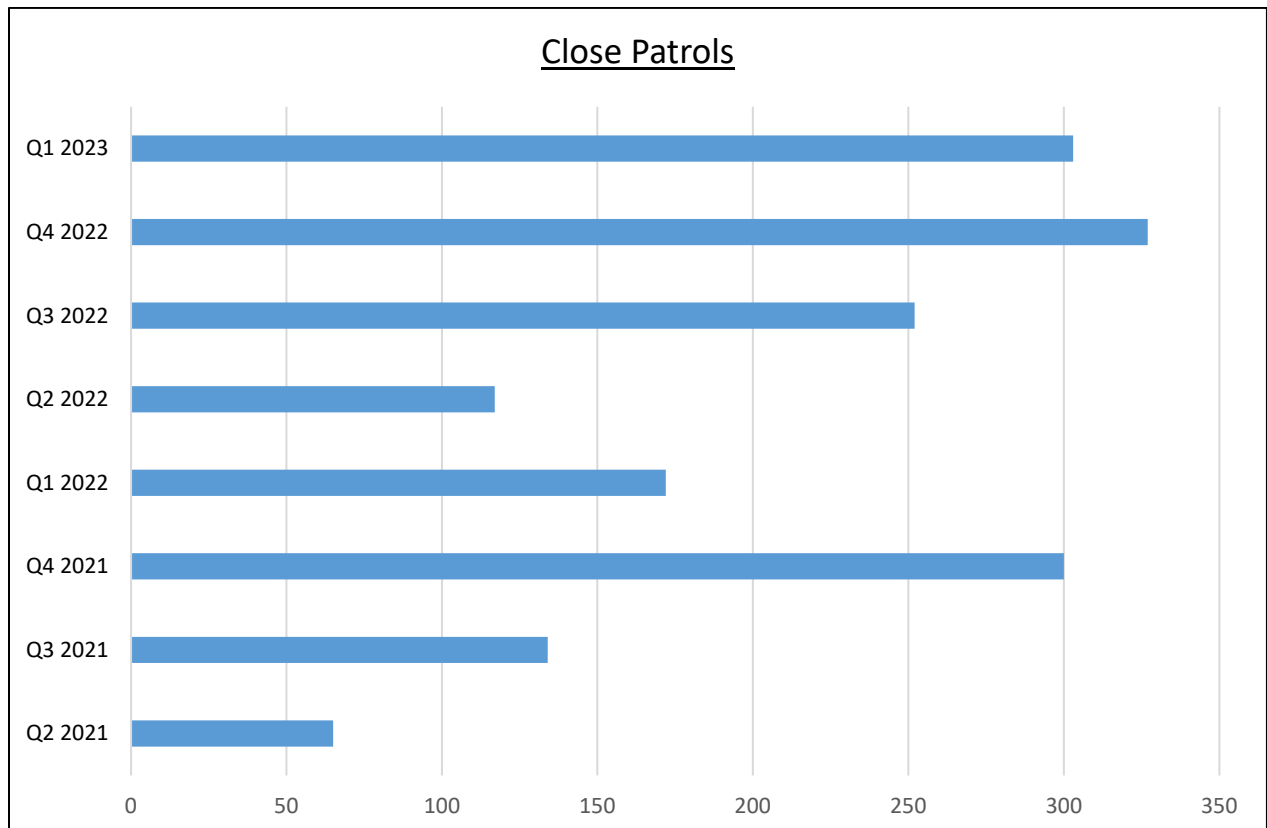
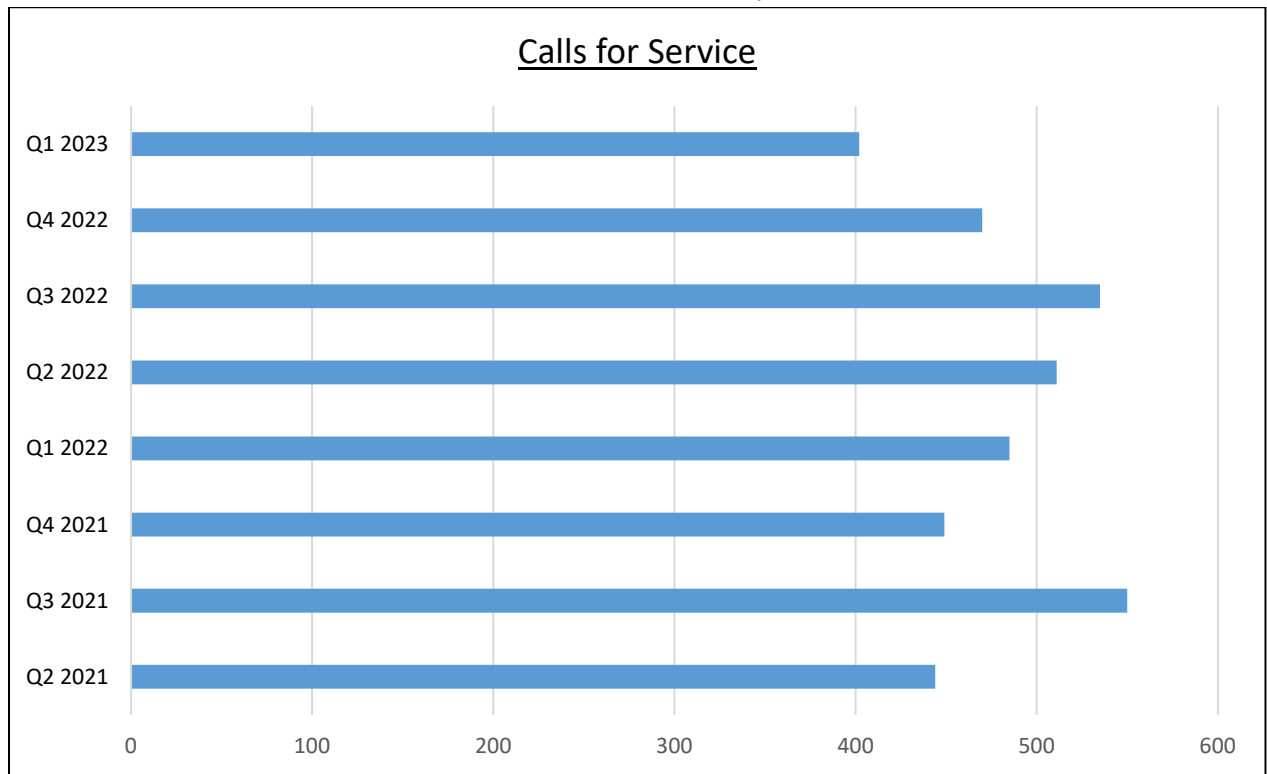
West Lake Hills Police Department

West Lake Hills, TX



West Lake Hills Police Department

West Lake Hills, TX





City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	January 25, 2023	Item Number:	5
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

517 Buckeye Trail: 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 Jeffery Foster.

Recommendation

Staff recommends approval of the amended variance request for the gate. The applicant has amended the application and the request is the minimum necessary to grant relief.

Zoning and Planning Commission voted to recommend denial unanimously (5-0) for lack of hardship.

The City Council shall consider the following conditions for granting a variance:

Sec. 38.05.032 Conditions required for granting variance.

No variance shall be granted unless the following conditions are fulfilled:

- (1) The applicant has established by competent evidence that:
 - (A) The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.
 - (B) There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.
 - (C) There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.
 - (D) The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Jeffrey Foster Living Trust

Legal Description: Lot 24A Cortona Subdivision, Resubdivision of Lot 24 Block A & Lot 23A Block A, Resubdivision of Lot 23 Block A and Lot 25A Amended Plat of Lots 25-26 Block A

Lot Size: 1.24 acres (54,014.40 square feet)

Zoning: R1 – One Family Residential

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

Background & Analysis:

The applicant is seeking a variance to construct a driveway gate at 20 feet from the edge of pavement. The original application included a fence that was 10'-7" from the edge of pavement, but that fence has been removed and the request has been modified to only include the gate.

The house was built in 2015, and no substantial changes have occurred to the house since that time. The driveway forks before reaching the 30-foot front yard fence setback.

There is one letter of support from an adjacent neighbor included in the packet.

Variance Criteria Review:

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

1. *The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.*
IF THE TERMS OF THIS ORDINANCE ARE STRICTLY ENFORCED, THE OWNER WILL NOT BE ABLE TO CONSTRUCT A DRIVEWAY GATE AT ALL. AS A RESULT, THE OWNER WILL HAVE REDUCED PRIVACY.
2. *There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.*
THERE IS ALREADY A DRIVEWAY BUILT WHERE WE ARE REQUESTING A GATE. NONE OF THE SURROUNDING TREES WILL BE ENCROACHED UPON WITH OUR PROPOSAL.
3. *There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.*
WE HAVE LOOKED INTO RELOCATING THE DRIVEWAY TO THE SOUTH PART OF THE PROPERTY BUT THE GRADE IS TOO EXTREME.
4. *The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.*
DUE TO THE ORIENTATION OF THE LOT AND THE LOCATION OF THE HOUSE AND DRIVEWAY, THERE IS NO OTHER FEASIBLE LOCATION TO PUT A DRIVEWAY GATE.
5. *The variance does not violate the intent of the Zoning Ordinance or goals of the Comprehensive Plan.*
A 30' FENCE SETBACK ON LOTS OVER .75 ACRES IS NORMALLY NOT AN ISSUE BECAUSE THE SIZE OF THE LOT IS MORE THAN SUFFICIENT. WE ARE ONLY PROPOSING TO MOVE TO A 20' SETBACK WHICH IS THE SAME AS MANY OF THE SMALLER LOTS AROUND THE CITY OF WESTLAKE HILLS. FROM A STREET VIEW PERSPECTIVE, IT WILL NOT APPEAR ANY DIFFERENT.

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

THIS PART OF BUCKEYE TRAIL IS SECLUDED AND CANNOT BE SEEN BY ANY OF THE SURROUNDING NEIGHBORS. THE NEIGHBORS ACROSS THE STREET ARE HIGH UP A STEEP GRADE AND THE ADJACENT NEIGHBORS WILL NOT SEE THE GATE BECAUSE OF THE ORIENTATION OF THE LOTS AND THE HEAVY TREE COVER.

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

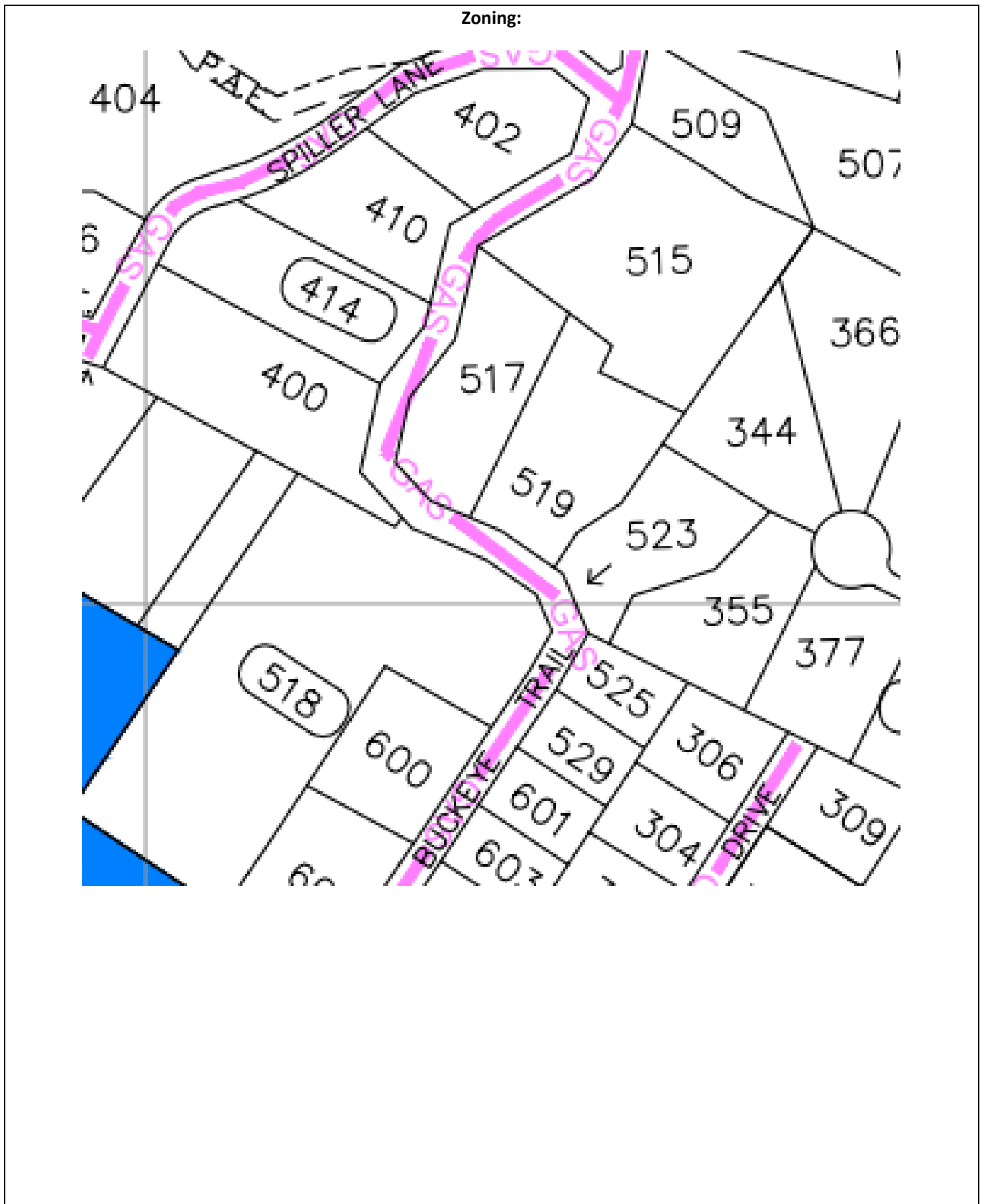
There is no change to the subdivision proposed with this application.

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. 22.03.173](#) [Fences](#)
- [Section 38.05.031](#) [Variances](#)
- [Section 22.03.511](#) [Criteria and process required for granting variance](#)



Aerial:



Wednesday, November 30, 2022
Stephen Hawkins
Aqua Permits LLC
512-750-1402

517 Buckeye Trail, City of Westlake Hills 78746

Variance to 30' Front Yard Fence Setback

To Zapco Chairperson:

I'd like to request a variance application for changing the front yard fence setback for this property from 30 feet to 20 feet so a privacy gate can be constructed.

The section of code for which we are applying a variance:

(ii) For lots 0.75 acre and larger, the minimum front setback distance for front-yard fences shall be 30 feet from the nearest pavement edge of the public or private street, provided, that no fence shall be constructed in the right-of-way.

The orientation of the lot and the steep grade prohibits a gate from being constructed at a 30' setback. In addition, the driveway could not be moved anywhere else on the lot.

This property has an amazing view of downtown Austin and on a regular basis traffic is stopped at the top of the driveway to walk around and take pictures. This not only is a privacy issue, but a safety issue as there are blind turns coming from both directions.

Wednesday, November 30, 2022
Stephen Hawkins
Aqua Permits LLC
512-750-1402

Variance Provisions:

- (1) That there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of this article would deprive the applicant of the reasonable use of this land;
Due to the orientation of the land and the steep grade, a gate adhering to the 30' setback rule is not possible. In addition, the driveway can not be moved to any other part of the property.
- (2) That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
The client's right to have a driveway gate for privacy is deterred with a 30' setback.
- (3) That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area;
No other properties have a view of the driveway at this property. A 20' setback is plenty of room for any car to pull out of the right of way while the gate opens.
- (4) That the granting of the variance will not have the effect of preventing the orderly development of other land in the area in accordance with the provisions of this article.
No effect

Please see the included exhibits for a survey, aerials, and photographs outlining the hardship of the client.

Please let me know if I can provide any more information.

Thank you
Steve Terebecki
Aqua Permits LLC
512-299-7770

November 8, 2022

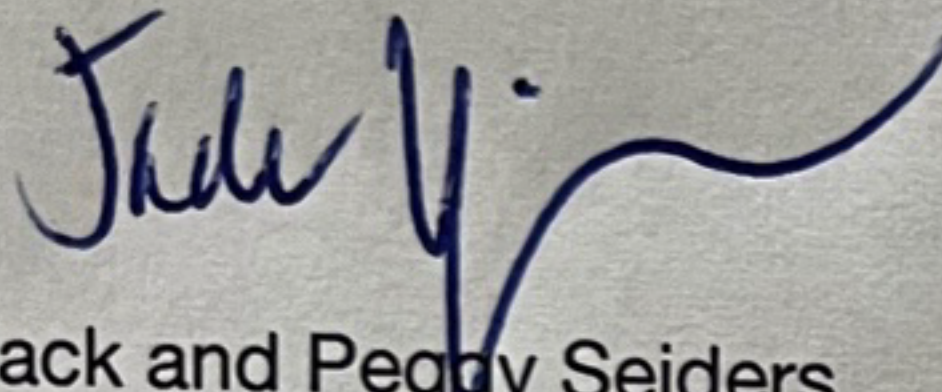
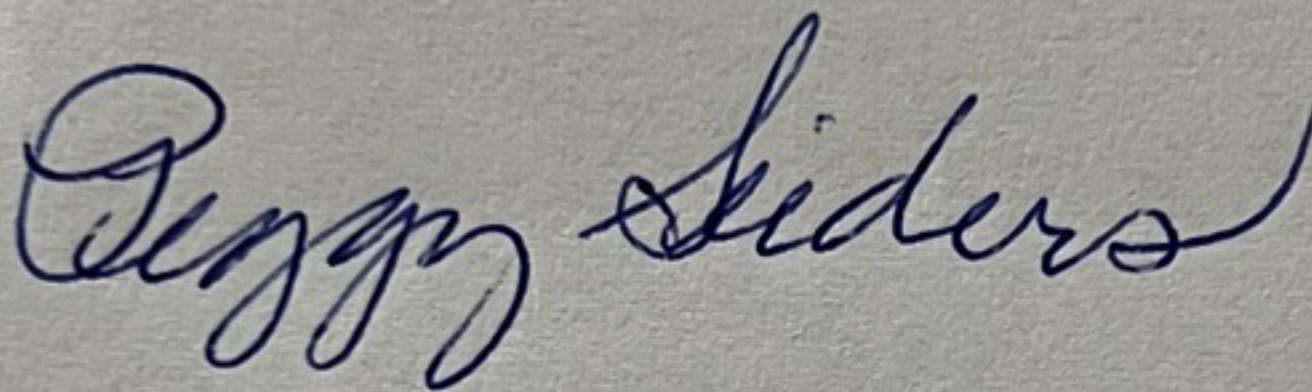
City of Westlake Board of Adjustments

Re: Front Setback Variance at 517 Buckeye Trail

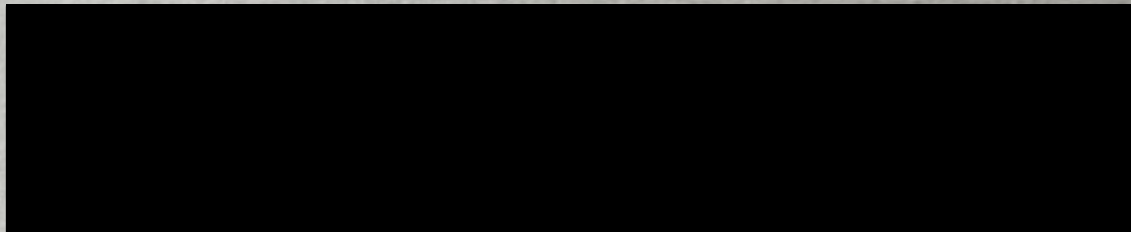
To whom it may concern:

As owners of 519 Buckeye Trail, we support the proposed project at 517 Buckeye Trail being built at the 20' platted front set back line and have no issue with the variance required. Upon review of the plans, we feel the improvements to be built at the platted setback will fit nicely within the community.

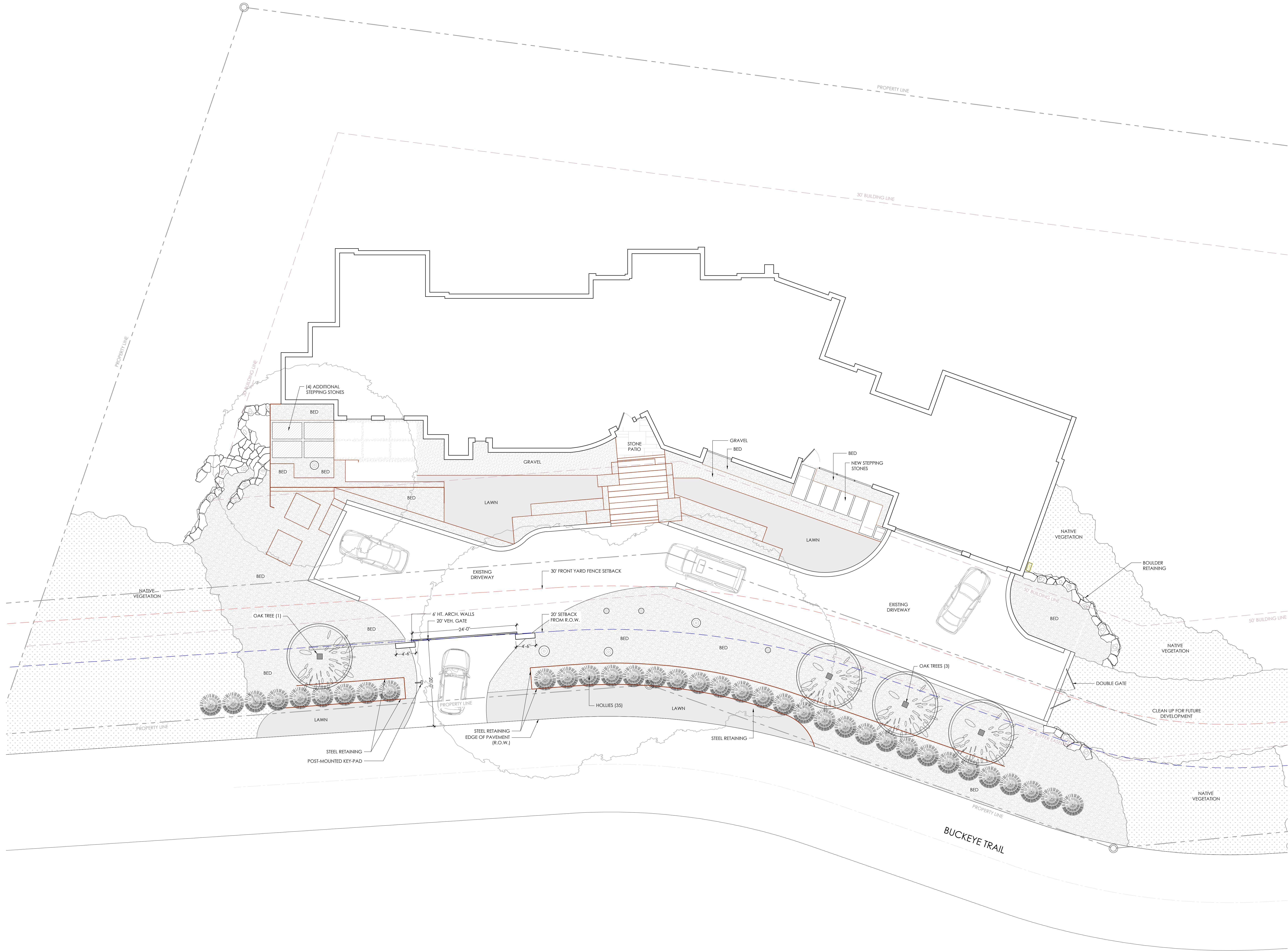
Regards,

Jack and Peggy Seiders
519 Buckeye Trail
Westlake Hills, Tx 78746



FOSTER RESIDENCE
517 BUCKEYE TRAIL



ISSUE DATE

09/14/2022

REVISION

△ 09/27/2022

△ 09/30/2022

△ 10/12/2022

△ 11/30/2022

△ 12/05/2022

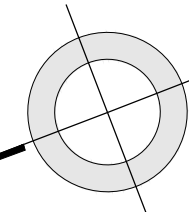
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0 2' 4' 8' 16'
ORIGINAL SCALE: 1/8"=10'

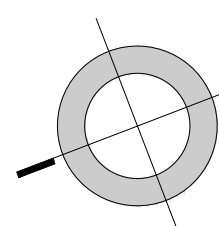


LANDSCAPE
ANNOTATION PLAN

LA4.1

30"x42" SHEET SIZE

△
△
△
△
△
△
△
△

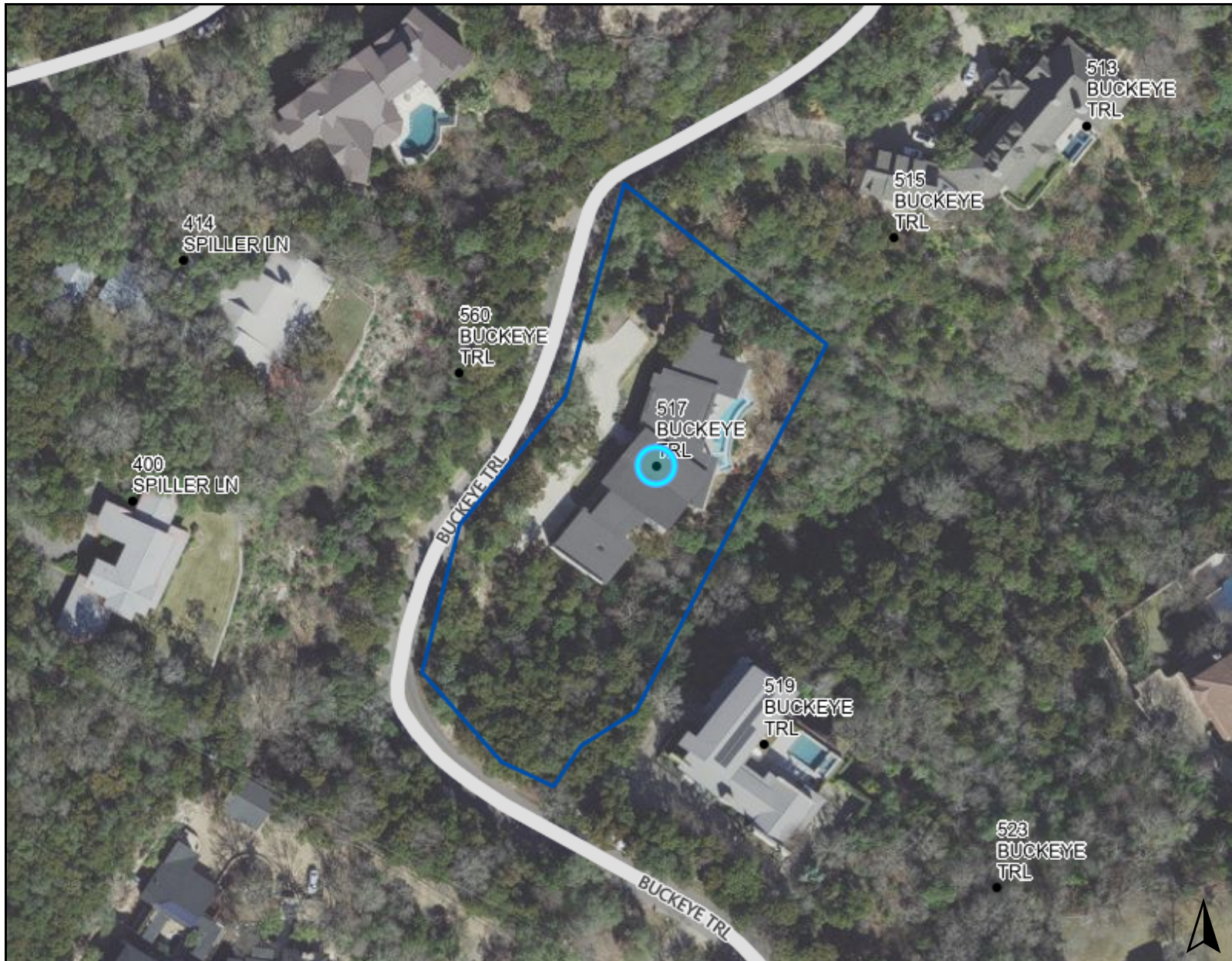


30"x42" SHEET SIZE



Property Profile

THE GATE WOULD NOT BE IN VIEW OF ANY NEIGHBORS



Legend

Property

Addresses



Jurisdictions (No Fill)



OTHER CITY LIMITS

Jurisdictions Fill

Jurisdiction



OTHER CITY LIMITS

Notes

0 150 300
ft

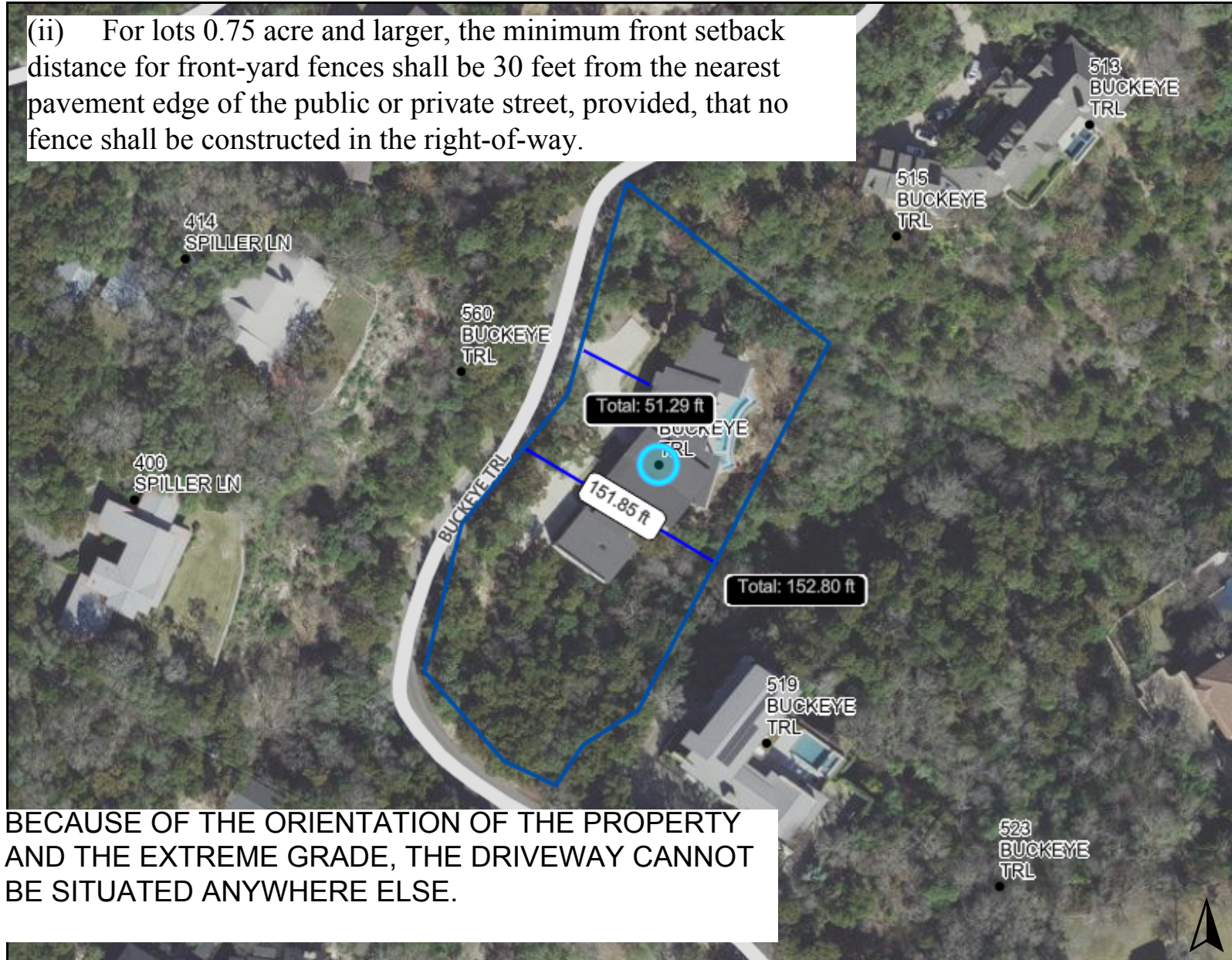
10/19/2022

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

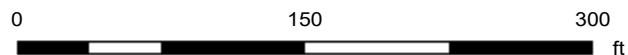


Property Profile

(ii) For lots 0.75 acre and larger, the minimum front setback distance for front-yard fences shall be 30 feet from the nearest pavement edge of the public or private street, provided, that no fence shall be constructed in the right-of-way.



BECAUSE OF THE ORIENTATION OF THE PROPERTY AND THE EXTREME GRADE, THE DRIVEWAY CANNOT BE SITUATED ANYWHERE ELSE.



10/19/2022

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WEST LAKE
HILLS FULL
PURPOSE

Legend

Property

Addresses



Jurisdictions (No Fill)



OTHER CITY LIMITS

Jurisdictions Fill

Jurisdiction

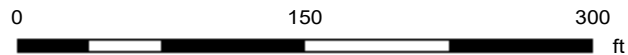


OTHER CITY LIMITS

Notes



Property Profile



10/19/2022

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Legend

Property

Addresses



Jurisdictions (No Fill)



OTHER CITY LIMITS

Jurisdictions Fill

Jurisdiction



OTHER CITY LIMITS

Planimetrics Survey 2

Contours Year-2021

2 Ft Contours

10 Ft Contours

10 Ft Contours

Notes

PHOTO TAKEN AT TOP OF DRIVEWAY AT STREET



INSIDE THE HOUSE LOOKING OUT TO DRIVEWAY



BLIND TURN LOOKING SOUTH



BLIND TURN LOOKING NORTH





SCALE: 1"=30'

LEGEND

- ET ELEC. TRANS.
- T TELE. PED.
- C C.A.T.V. PED.
- GP GRINDER PUMP
- IRON ROD FND.
- ▲ NAIL FND.
- NAIL SET
- PIPE FND.
- B.L. BUILDING LINE
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT

SURVEYOR'S NOTES

() DENOTES RECORD INFORMATION

EASEMENT RESEARCH PERFORMED BY ALL POINTS AND THE UNDERSIGNED SURVEYOR WAS LIMITED TO INFORMATION SUPPLIED BY GRANDER CAPITAL TITLE COMPANY PER COMMITMENT G.F. #1539518-BAL, EFFECTIVE DECEMBER 16, 2015; SCHEDULE B, PARAGRAPH 10.

LOT 24A IS SUBJECT TO RESTRICTIVE COVENANTS AS STATED IN: DOC. 200100129, DOC. 201200042, DOC. 201400184, DOC. 2009178763, DOC. 2009178764, DOC. 2014090012.

THE ELECTRIC EASEMENT RECORDED IN VOL. 2128, PG. 220 DOES NOT AFFECT LOT 24A.

THIS LOT IS SUBJECT TO ALL EASEMENT RIGHTS AND/OR CONDITIONS WHICH MAY APPEAR ON THE PLAT OF RECORD.

ALL POINTS DOES NOT MAKE OR WARRANT ANY FLOOD ZONE DETERMINATION.

LOT 23B
DOC. NO.
201400184

(S 28°58'25"W 280.81')
S 28°57'46"W 280.20'

25' B.L. (PLAT)

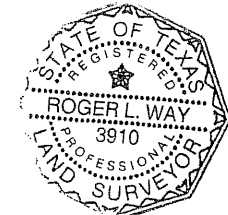
COMMON DRIVEWAY ACCESS
ESMT. PER DOC. 2010175758

RESTRICTED BUILDING AREA (PLAT)

N 39°38'29"W 80.84'
(N 39°38'29"W 81.23')

S 28°15'43'18"E 102.67'
(N 15°44'31"E 102.66')

N 40°54'32"E 113.11'
(N 40°54'32"E 113.11')
BEARING BASIS



FIELD WORK	By: WW	Date: 12-21-15
DRAFTING	EL	
SURVEY DATE:	01-14-16	
Job No.	12B17515	
SCALE:	1"=30'	

ALL POINTS SURVEYING
1714 FORTVIEW ROAD - SUITE 200
AUSTIN TX. 78704
TELE.: (512) 440-0071 - FAX: (512) 440-0199
FIRM REGISTRATION NO. 10118900

LOT No.	24A	BLOCK		SUBDIVISION / ADDITION	RESUBDIVISION
SECTION		PHASE		Book	Cabinet
	TRAVIS	COUNTY, TEXAS		Volume	Page(s)
CITY	WEST LAKE HILLS			Document No.	201400184
				Reference:	SHARPEBUILD, LLC

TO THE LIENHOLDERS AND/OR OWNERS OF THE PREMISES AND/OR
GRANDER CAPITAL / INDEPENDENT BANK

The undersigned certifies that this survey was this day made by me or under my supervision on the ground of the real property shown on the survey and after the exercise of reasonable care and in reliance on record searches by the title company that this survey is correct to the best of the undersigned's knowledge and belief and that the property has access to and from a roadway, except as shown hereon. There are no visible discrepancies, conflicts, shortages or overlapping of improvements or encroachments except as shown hereon.

IMPERVIOUS COVERAGE

TOTAL LOT AREA.....	55001 SQ.FT.
HOUSE.....	6497 SQ.FT.
CONC./COV. CONC.....	6168 SQ.FT.
TOTAL IMP. COV.....	12665 SQ.FT.
	23%

517 BUCKEYE TRAIL
(VARIABLE R.O.W.)

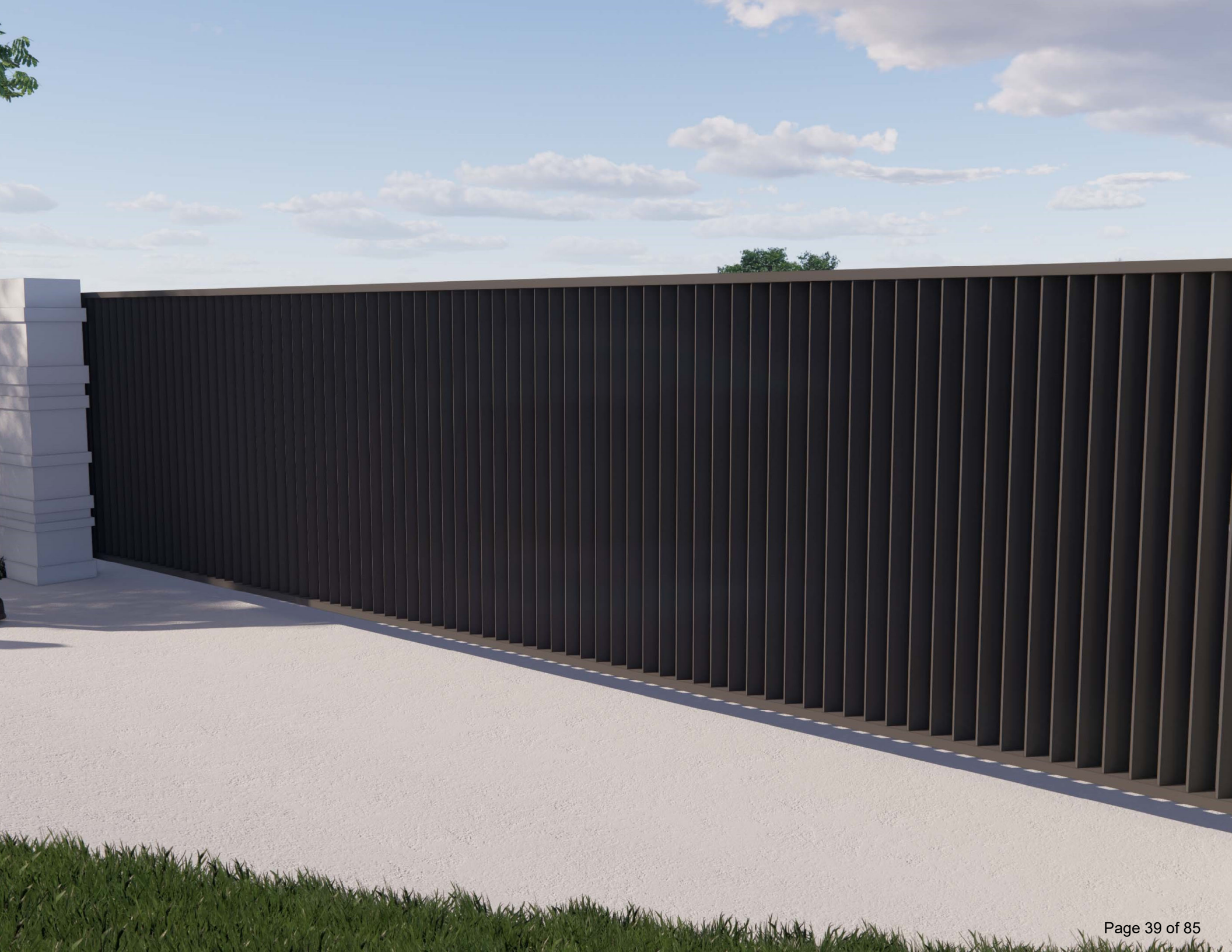
RESUBDIVISION OF LOT 24, BLOCK A, CORTONA
SUBDIVISION AND LOT 23A, BLOCK A,
RESUBDIVISION OF LOT 23, BLOCK A, CORTONA
SUBDIVISION AND LOT 25A AMENDED PLAT OF
LOT 25 AND 26, BLOCK A, CORTONA













Wednesday, November 30, 2022
Stephen Hawkins
Aqua Permits LLC
512-750-1402

517 Buckeye Trail, City of Westlake Hills 78746

Variance to 30' Front Yard Fence Setback

To Zapco Chairperson:

I'd like to request a variance application for changing the front yard fence setback for this property from 30 feet to 20 feet so a privacy gate can be constructed. Adhering to the current code, it is not possible to construct a driveway gate of any sort.

The section of code for which we are applying a variance:

(ii) For lots 0.75 acre and larger, the minimum front setback distance for front-yard fences shall be 30 feet from the nearest pavement edge of the public or private street, provided, that no fence shall be constructed in the right-of-way.

The orientation of the lot and the steep grade prohibits a gate from being constructed at a 30' setback. In addition, the driveway could not be moved anywhere else on the lot. The .75 acre lot requirement for a 30' setback makes sense if all the acreage is usable. The amount of usable space on this lot is much less than .75 acres based on the shape of the lot and the extreme slope that exists. We are simply asking for a 20' setback that everyone with lots smaller than .75 acres can enjoy.

This property has an amazing view of downtown Austin and on a regular basis traffic is stopped at the top of the driveway to walk around and take pictures.

This not only is a privacy issue, but a safety issue as there are blind turns coming from both directions.

Wednesday, November 30, 2022
Stephen Hawkins
Aqua Permits LLC
512-750-1402

Variance Provisions:

(1) That there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of this article would deprive the applicant of the reasonable use of this land;

Due to the orientation of the land and the steep grade, a gate adhering to the 30' setback rule is not possible. In addition, the driveway can not be moved to any other part of the property. We are simply requesting a 20' setback.

(2) That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;

The client's right to have a driveway gate for privacy is deterred with a 30' setback.

(3) That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area;

No other properties have a view of the driveway at this property. A 20' setback is plenty of room for any car to pull out of the right of way while the gate opens.

(4) That the granting of the variance will not have the effect of preventing the orderly development of other land in the area in accordance with the provisions of this article.

No effect. The gate would not be visible on any part of Buckeye Trail except for at the top of the driveway.

Please see the included exhibits for a survey, aerials, and photographs outlining the hardship of the client.

Please let me know if I can provide any more information.

Thank you
Steve Terebecki
Aqua Permits LLC
512-299-7770

This photo is a good example of the existing grade. Our goal is the slightly widen and level this space next to the road to creat a more safe pull off area.



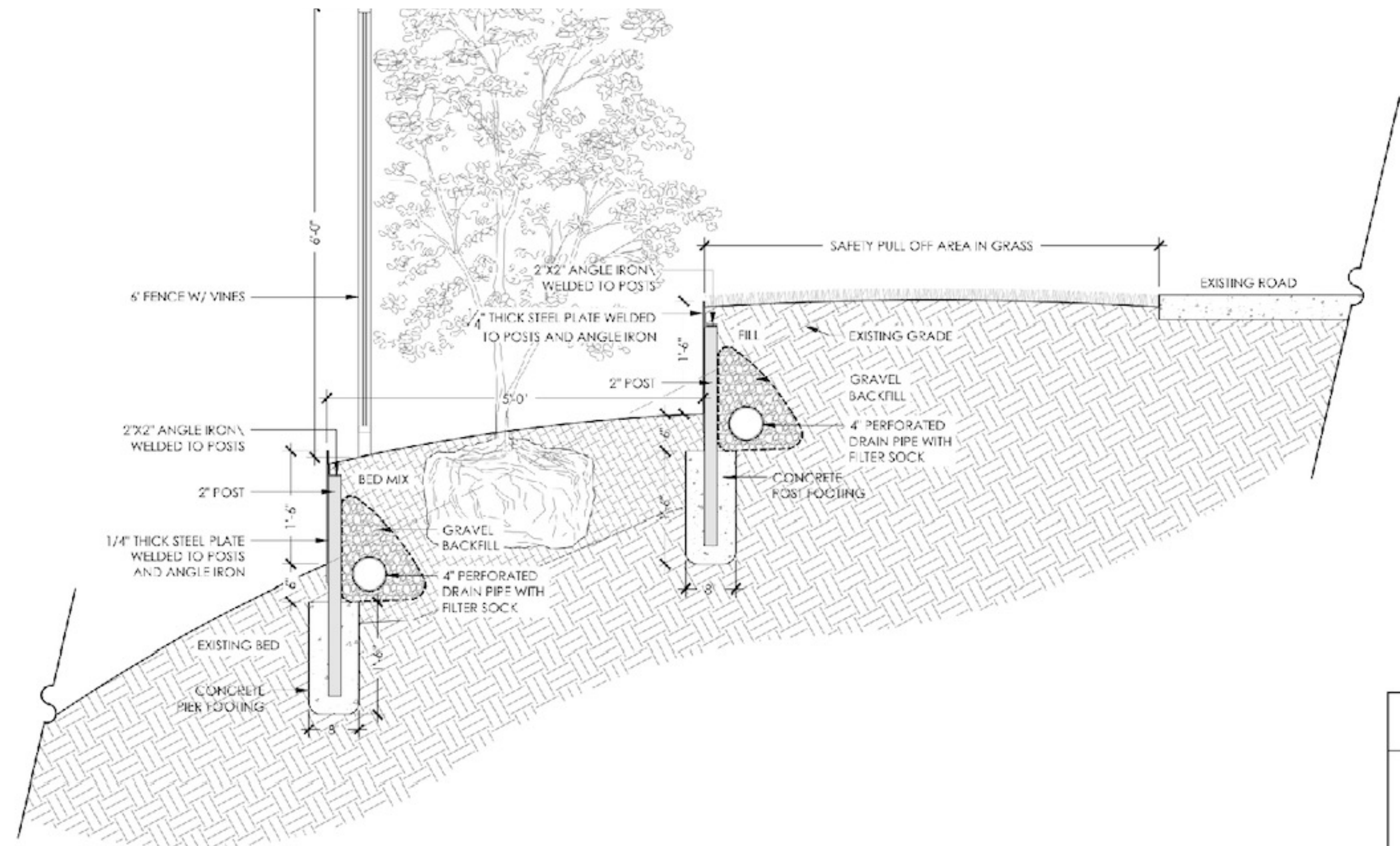
Here is a sample picture of a residence at 1 Sweet Sky Road In Westlake Hills that has a similar design installed to what we're proposing.



Here is a copy of the vertical slat gate concept with columns to match the house we're proposing.



Section detail showing the steel beds to help create a more gracious & safer space to pull off in front of 517 Buckeye Trail.



A ENTRY BED
SECTION

SCALE: 3/4"=1'-0"

11X17 DETAIL CUT SHEET
FOSTER RESIDENCE 517 BUCKEYE TRAIL
BED 01L
12/05/2022

FOSTER RESIDENCE
517 BUCKEYE TRAIL

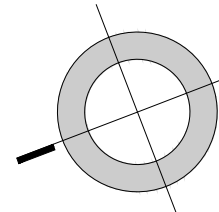
ISSUE DATE

3/24/2022

REVISION

△
△
△
△
△
△
△
△

0 2' 4' 8' 16'
ORIGINAL SCALE: 1/8"=1'0"

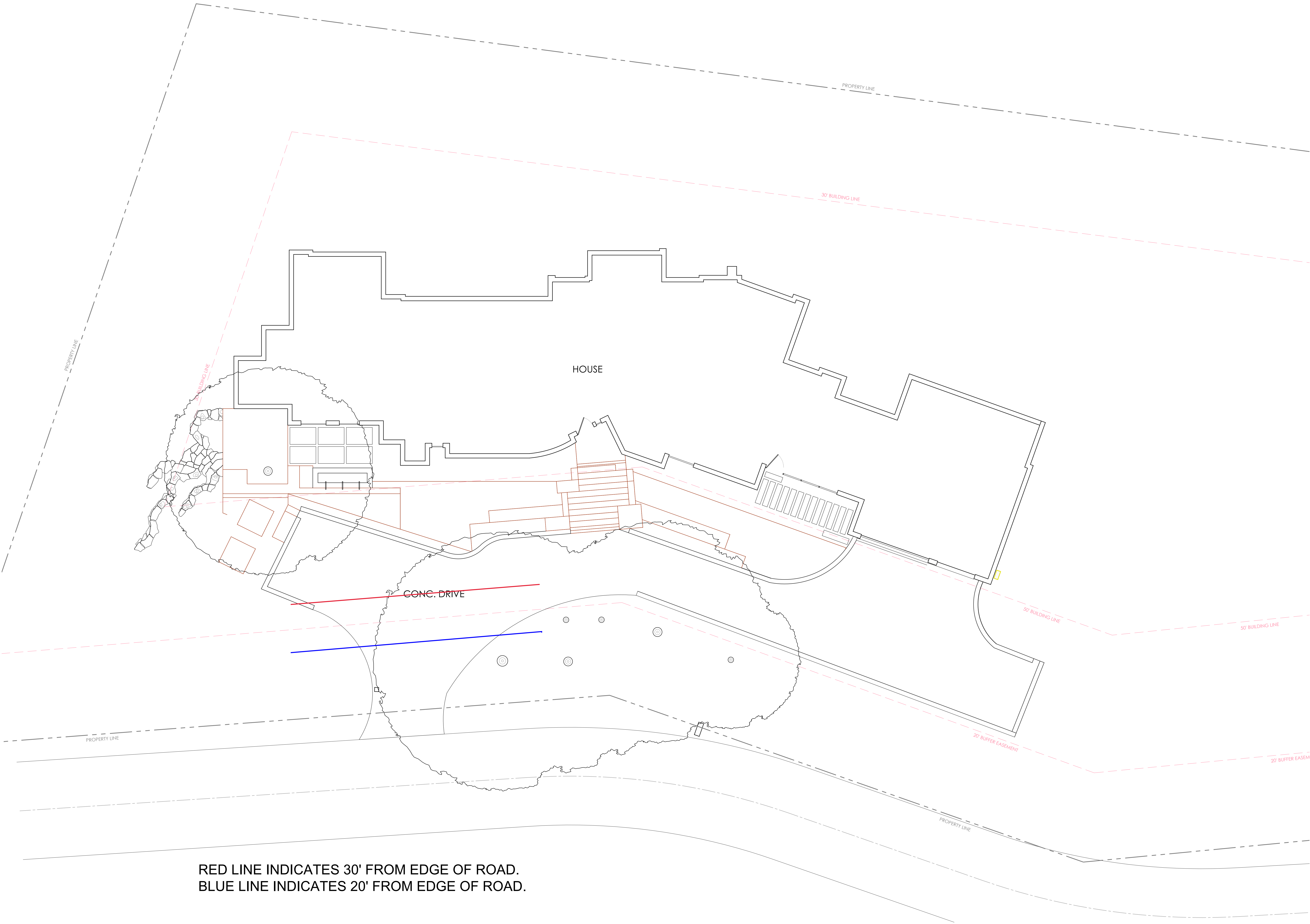


EXISTING
SITE CONDITIONS

LA1.2

30"x42" SHEET SIZE

THE RED LINE INDICATES WHAT IS PERMITTED BY THE CITY OF WESTLAKE HILLS. THE BLUE LINE IS WHAT IS PROPOSED.



RED LINE INDICATES 30' FROM EDGE OF ROAD.
BLUE LINE INDICATES 20' FROM EDGE OF ROAD.

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, January 18, 2023 at 6:30 PM

1. Call to Order. Vice-Chairman Jim Pledger.

With a quorum present, Acting Chairperson Karen Bartoletti called the meeting to order at 6:30 p.m.

**ZAPCO COMMISSIONERS
PRESENT:**

Vice-Chairman Jim Pledger
Karen Bartoletti
Julia Webber
Patrick Stewart
Laurie Maccini

CITY STAFF PRESENT:

Director of BDS Ashby Grundman
Assistant City Attorney Nicole Warren
ZAPCO Secretary Mark Littrell

2. Consent Agenda The following items are considered to be self-explanatory by the Commission and will be enacted with one motion. There will be no separate discussion of these item/s unless a Commission Member or citizen so requests.
- a. Approval of the November 16, 2022 Regular Zoning and Planning Commission Meeting Minutes.
 - b. Report on Board of Adjustment and City Council Responses.

Commissioner Bartoletti: I want to pull the November 16, 2022 minutes to amend the statement regarding the Moore Subdivision Settlement Agreement. Please amend as follows:

MOTION TO RECOMMEND APPROVAL SUBJECT TO TERMS OF THE AGREEMENT. COMMISSIONER BARTOLETTI MOVES TO AMEND THE MOTION BY ADDING THE FOLLOWING WORDS TO THE BEGINNING OF THE MOTION: "BASED ON THE COMMISSION'S UNDERSTANDING THAT THE PLAT APPROVAL IS MINISTERIAL IN NATURE AND THAT THE COMMISSION IS LEGALLY COMPELLED TO APPROVE THE PLAT, . . . "
AMENDMENT ACCEPTED AND MOTION APPROVED (3 - 1).
COMMISSIONER MACCINI ABSTAINS.

MOTION: Upon a motion made by Commissioner Maccini and a second by Vice-Chairman Pledger, the Commission voted five (5) for and none (0) opposed to the approval of the minutes as amended. Motion carried.

3. Land Use 103 Yaupon Valley: Discussion/Recommendation on variances to remove 5 trees with diameters larger than 14 inches and three building setback encroachments for the construction of a new single family residence (Sections 22.03.304 and 22.03.281 of the West Lake Hills Code). Applicants Ashton and Erica Weinberger.

Staff Briefing

Director Grundman gives the Staff Briefing. There are 8 total variances. This was postponed in November and they've added information about the septic. We did receive two e-mails opposing the request. 3 residents did speak at the last meeting. Staff Recommendation: Approval as requested.

Presentation by Applicant

Erica Weinberger is the applicant. We were not aware there was opposition. I appreciate all the members that I have reached out to. Our lot is .51 acre which gives us 25' setbacks. What we are wanting are 20' setbacks. The property is an unusual lot. We have a "K" shaped lot covered in trees and it is very steep. We need to have a safe driveway in the area. We will need a turning radius. There is a sort of blind corner so we have designed around that.

Public Hearing

Cindy Brandimere lives at 808 Westlake Drive. I'll summarize what I sent to ZAPCO members today. I concur with the nearby residence. This development isn't entirely honest. I refer you to my memo that was submitted November 16th. These are fixed factors that you know at closing and know upon purchase. The variances would affect water, drainage and erosion. Nothing of substance has changed since November. The same problems remain. The designers aren't as familiar with the lot as they should be. What they are designing doesn't fit the spot.

Acting Chairperson Bartoletti closes the Public Hearing.

Deliberation and Recommendation

Commissioner Webber: I've enjoyed reviewing this project. I agree that this project is a non-conforming lot. Given the space available, I understand your request for the variances but I have concerns. On the driveway, while it does conform the height above the natural grade is in excess of 12". Am I seeing that correctly?

Architect: Not at 12". We have planters that would scale down to 18" allowed within the setback.

Commissioner Webber: The auto court, there is a planter that appears to be above. It would be helpful if the elevations were noted for conformity. There is a 30' rise from the street level to the motor court. Look at 22.03.170 to says that no wall can exceed 6'. The A/C appear to be beyond the setback. Section 22.03.171 states those need to comply. The house will exceed the 32' height. It would be helpful if your dimensions to show that.

Architect: I have the elevations in what will be the permit submittal package. We were very tight.

Commissioner Webber: The last is that one of the concerns is the entrance could be a hazard. Have you considered working with the neighbor?

Architect: That was considered.

Acting Chairperson Bartoletti: Can staff comment on any of these points. Are we confident all the variances requested are all the variances required or at this stage do we leave that to the applicant to determine?

Director Grundman: I'm confident that the variances requested tonight are necessary for this project to move forward. The only caviot is the planters that are in the setback but if they are terraced at 18" then it complies. I'll felt confident in the height. The variances requested tonight are the only ones necessary to move forward.

Acting Chairperson Bartoletti: So the part about the A/C unit in the setback, is it the thought that gets caught later in the process?

Director Grundman: I think there are two ways that can be handled. They could alter it to comply with the current setbacks but there is already an encroachment in the rear setback for the house.

Commissioner Maccini: The septic system, has a drainage study been done on the lot itself?

Director Grundman: I haven't seen one. Our city engineer will review that at the time when it is submitted for permitting. I know that has been a concern throughout this process.

Erica: We didn't include the drainage information which isn't up for a vote tonight. We have retained a drainage report that an engineer prepared. It was his professional opinion that no mitigation was necessary. We will be complying with what is needed before permitting.

Commissioner Stewart: I have a question for staff. Was this lot platted in this shape?

Director Grundman: Yes in 1968.

Commissioner Stewart: This type of lot is why we have the variance application. Correct me if I'm wrong but it shows a pad of 552 sq. ft.? I don't see how this lot doesn't demand some type of variance. The drainage is a concern. I've walked the lot. You almost need a horse. If the driveway was moved to a different location, would it impact more trees?

Architect: Yes.

Commissioner Maccini: It's just not a good lot to build a family home. I enjoyed the conversation with he owners and they are aware of my concerns.

Acting Chairperson Bartoletti: I'm really conflicted with this. I'm concerned when a variance is requested and a neighbor that is most affected is here objecting.

Commissioner Maccini: This lot is strange.

Director Grundman: I can meet with the applicants before the BOA meeting to make sure it complies.

Motion for Approval made by Commissioner Webber with a Second by Commissioner Stewart.

Motion for Approval carried unanimously by a vote of 3 ayes (Bartoletti, Stewart, Webber) to 2 nays (Pledger/Maccini).

4. **Land Use 517 Buckeye Trail:** Discussion/Recommendation on a variance request to allow a front driveway gate (Section 22.03.173 of the West Lake Hills Code). Applicant Jeffery Foster.

Staff Briefing

Director Grundman gives the Staff Briefing. One letter of support was received. Staff Recommendation: Denial with lack of hardship.

Presentation by Applicant

Jeff Foster is the property owner. We've been here for 5 years. We love living here and love our house. The one drawback that we have living at this address is we have the best view of the Austin sky line and we love when people stop and look at the top of our driveway but I can count the dozens of times people have pulled in my driveway all the way to the end and gotten out and walked around; come up to my door; looked in my door, and it's actually a safety issue for my family. We've looked at moving the driveway out.

Public Hearing

Earl Broussard lives at 515 Buckeye Trail. He does have a difficult situation. The city didn't want that lot to be built. There is a lot of bad ju-ju. I worked on the Master Plan, Planning and Zoning as well as City Council. The Master Plan really wants a natural country look. We really don't want to see fences. The code is written in a way if you do build a fence we want it to be pretty much invisible. And after you build a fence we want you to hide it. So we really don't like fences. There is a failure of a

hardship. The application is not complete. It doesn't have the elevations and doesn't show a landscape plan. It's very difficult to read. There is no planting plan provided. There is limited visibility in that area. When you go down this street on one side there is a large cut on Spiller. A little history on it, the next door neighbor got robbed the day they moved. We granted a fence variance on an emotional move. Mine is a difficult lot. We don't feel putting a fence there would help. I also represent several people that live on the street as well.

Acting Chairperson Bartoletti closes the Public Hearing.

Deliberation and Recommendation

Commissioner Stewart: The 20' is where the asphalt stops?

Director Grundman: The gate is here and it comes up to 10' from the street.

Commissioner Maccini: It covers the entire property? There's not one there now?

Director Grundman: No.

Commissioner Stewart: Is it for the gate or all the fence?

Director Grundman: All.

Commissioner Maccini: The gate is 20' instead of 30'? Bukeye is not a idea road. I don't see a hardship.

Commissioner Webber: It is a safety issue. I object to the fence but not the gate.

Motion for Denial made by Commissioner Maccini with a Second by Vice-Chairman Pledger.

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

5. **Land Use 425 Ridgewood Road:** Discussion/Recommendation on a variance request to allow an addition of a second story to a non-conforming structure (Section 22.03.281 of the West Lake Hills Code). Applicant Patrick Stewart.

Commissioner Stewart recuses himself from the meeting. Documentation is provided to staff.

Staff Briefing

Director Grundman gives the staff briefing. Staff Recommendation: Approval.

Presentation by Applicant

Katie is the architect. This is a second story addition. Other designs affected trees. All adjacent homes are also 2-story homes.

Public Hearing

Acting Chairperson Bartoletti opened the meeting for public comments. Hearing none, the public comment section was closed.

Deliberation and Recommendation

Commissioner Maccini: As long as trimming is minimal. This is what is there.

Commissioner Bartoletti: It is already non-conforming.

Motion for Approval made by Commissioner Maccini with a Second by Vice-Chairman Pledger.

Motion for Approval carried unanimously by a vote of 4 ayes to 0 nays.

6. Adjournment. Vice-Chairman Jim Pledger.

MOTION: Upon a motion made by Commissioner Bartoletti , the Commission voted five (5) for and none (0) opposed to adjourn the meeting at 7:28 p.m. Motion carried.

Respectfully submitted,

ROBERT MEISEL, CHAIRMAN

ATTEST:

ZAPCO Secretary Mark Litrell

These minutes were approved on _____, 2020.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>January 25, 2023</u>	Item Number:	<u>6</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Terry Blanchard</u>	Cost / Budget:	<u></u>
Exhibits:	<u>Ordinance 2023-002</u>	Source of Funds:	<u>Budgeted item</u>

Subject

Discuss and consider action to adopt an ordinance calling a General Election to be held on May 6, 2023 for the purpose of electing Council Member Place 1, Council Member Place 3, and Council Member Place 5.

Recommendation

Staff recommends approving ordinance as presented.

Discussion

The statutory deadline to order a General Election for the May uniform election date is Friday, February 17, 2023. Best practice is to order the election as early as possible so that the Travis County Elections Office is prepared to provide the services necessary to conduct our election, if necessary. After the filing deadlines, if all races are unopposed, then the City Council will be able to cancel the election.

ORDINANCE 2023-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS CALLING A GENERAL ELECTION AND ESTABLISHING THE PROCEDURE FOR THE GENERAL ELECTION FOR CITY OFFICERS TO BE HELD ON MAY 6, 2023 IN THE CITY OF WEST LAKE HILLS, TEXAS; AND PROVIDING OTHER MATTERS RELATING TO THE ELECTION

WHEREAS, the laws of the State of Texas provide that on May 6, 2023, there shall be a general election for municipal officers; and

WHEREAS, the Texas Election Code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election and establishing the procedures to be followed in said election and designating the voting place for said election.

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

1. GENERAL ELECTION ORDERED

A general election shall be held on May 6, 2023 to elect the following city officers: Council Member Place 1, Council Member Place 3 and Council Member Place 5 of the City of West Lake Hills, Texas.

2. FILING PERIOD

Candidates for the above offices may file their application beginning at 8:00 a.m. January 18, 2023, and shall file their applications no later than 5:00 p.m. February 17, 2023. All candidates for the offices to be filled in the election to be held on May 6, 2023, shall file their application to become candidates, with the City Secretary of the City at City Hall, 911 Westlake Drive, West Lake Hills, Texas, on any weekday that is not a City holiday between 8:00 a.m. and 5:00 p.m., and all of said applications shall be on a form as prescribed by the Election Code of the State of Texas.

3. DRAWING

The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the Election Code. Such drawing will be held at 1:00 p.m. on Tuesday, February 21, 2023 at City Hall in the Council Chamber.

4. ELECTION PRECINCT 364 AND ELECTION DAY POLLING PLACE

The entire city shall be the election precinct for said election. The City hereby designates the polling location for Precinct 364 designated by the Travis County Elections Division.

5. ELECTION OFFICERS

Dyana Limon-Mercado, Travis County Clerk and Election Officer is appointed to serve as the City's Election Officer, Regular Early Voting Clerk and the Joint Custodian of Records for precincts which may be affected, to conduct the City's elections on May 6, 2023. City Secretary Terry Blanchard is appointed to serve as Custodian of Records for the City.

The County will designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board who shall appoint two or more elections clerks and such Judge and clerks shall constitute the Early voting Ballot Board and shall count and return early voting ballots, and perform other duties set forth in accordance with the Election Code.

6. EARLY VOTING

That early voting in said election shall be designated by the Travis County Elections Division. Requests for applications for early voting ballots by mail should be mailed to: Travis County Clerk Elections Division, P.O. Box 149325, Austin, Texas 78714.

7. NOTICE OF ELECTION

That notice of election shall be given by the Mayor in accordance with the terms and provisions of the Texas Election Code.

8. General

Said election shall be held in accordance with the Texas Election Code, and only resident qualified voters of said City shall be eligible to vote at said election. The City Secretary/Travis County Election Officer is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of said election shall be made known as soon as possible after the closing of the polls.

PASSED AND APPROVED this 25th day of January 2023.

Linda Anthony, Mayor

ATTEST:

Terry Blanchard, City Secretary

ORDENANZA 2023-002

UNA ORDENANZA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE WEST LAKE HILLS CONVOCANDO UNA ELECCIÓN GENERAL Y ESTABLECIENDO EL PROCIDIMIENTO PARA LA ELECCIÓN GENERAL PARA FUNCIONARIOS MUNICIPALES PARA SER CELEBRADA EL 6 DE MAYO DE 2023 EN LA CIUDAD DE WEST LAKE HILLS, TEXAS; Y PROPORCIONANDO OTROS ASUNTOS RELACIONADOS CON LA ELECCIÓN

CONSIDERANDO QUE, las leyes del Estado de Texas estipulan que el 6 de mayo de 2023, habrá una elección general para funcionarios municipales; y

CONSIDERANDO QUE, el Código Electoral de Texas es aplicable a dicha elección, y para cumplir con dicho Código, una ordenanza debería ser aprobada convocando la elección y estableciendo los procedimientos que se seguirán en dicha elección, y estableciendo el lugar de votación para dicha elección.

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

1. ELECCIÓN GENERAL ORDENADA

Una elección general será celebrada el 6 de mayo de 2023 para elegir a los siguientes funcionarios municipales: Miembro del Consejo, Lugar 1, Miembro del Consejo, Lugar 3 y Miembro del Consejo, Lugar 5, de la Ciudad de West Lake Hills, Texas.

2. PERIODO PARA PRESENTAR LA CANDIDATURA

Los candidatos para los cargos más arriba pueden presentar sus solicitudes empezando a las 8:00 a.m. el 18 de enero de 2023, y pueden presentar sus solicitudes a más tardar las 5:00 p.m. el 17 de febrero de 2023. Todos los candidatos para los cargos que se llenarán en la elección que será celebrada el 6 de mayo de 2023 presentarán sus solicitudes para ser candidatos, con el Secretario Municipal de la Ciudad en City Hall (el Ayuntamiento), 911 Westlake Drive, West Lake Hills, Texas, cualquier día de semana que no sea día festivo para la Ciudad entre las 8:00 a.m. y las 5:00 p.m., y todas solicitudes dichas estarán en un formulario prescrito por el Código Electoral del Estado de Texas.

3. EL SORTEO

El orden en que se imprimirán los nombres de los candidatos en la boleta será determinado por un sorteo realizado por el Secretario Municipal como estipulado por el Código Electoral. Dicho sorteo será a las 1:00 p.m. el martes, 21 de febrero de 2023 en el Ayuntamiento en la Sala Consistorial.

4. EL PRECINTO ELECTORAL 364 Y EL LUGAR DE VOTACIÓN EL DÍA ELECTORAL

Toda la ciudad será el precinto electoral para dicha elección. La Ciudad designa el lugar de votación para el Precinto 364 designado por la División de Elecciones del Condado de Travis.

5. LOS ENCARGADOS ELECTORALES

Dyana Limon-Mercado, Secretario del Condado de Travis y oficial de la elección es designado para servir como oficial de la elección de la Ciudad, Oficial de votación anticipada regular y el Depositario Común de los Récords por recintos que pueda resultar afectado, para llevar a cabo las elecciones de la Ciudad el 6 de mayo de 2023. Secretario Municipal Terry Blanchard es designado para servir como Administrador de registros de la Ciudad.

El Condado nombrará a una persona para servir en la calidad del Juez Presidente para la Junta de Votación Adelantada quien nombrará a dos o más secretarios electorales y tal Juez y secretarios constituirán la Junta de Votación Adelantada y contarán y entregarán las boletas para la votación adelantada, y realizarán otras obligaciones expuestas de acuerdo con el Código Electoral.

6. LA VOTACIÓN ADELANTADA

Que la votación anticipada en dicha elección será designada por la División de Elecciones del Condado de Travis. Los pedidos para solicitudes de boletas que se votarán adelante por correo se deben enviar a: Travis County Clerk Elections Division, P.O. Box 149325, Austin, Texas 78714.

7. AVISO DE ELECCIÓN

El aviso de elección será dado por el Alcalde de acuerdo con los términos y provisiones del Código Electoral de Texas.

8. GENERAL

Dicha elección será celebrada de acuerdo con el Código Electoral de Texas, y solo los residentes de dicha Ciudad calificados para votar podrán votar en dicha elección. El Secretario Municipal/Encargado Electoral del Condado de Travis es autorizado y ordenado por la presente a proporcionar todos materiales electorales necesarios para realizar dicha elección. Se harán públicos los resultados de dicha elección lo antes posible después de que cierra la votación.

HECHO PÚBLICO Y APROBADO este, el 25 día de enero de 2023

Linda Anthony, Alcalde

ATESTIGUADO:

Terry Blanchard, Secretario Municipal



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>January 25, 2023</u>	Item Number:	<u>7</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Terry Blanchard</u>	Cost / Budget:	<u></u>
	<u>Election Agreement &</u>		
Exhibits:	<u>Joint Election Agreement</u>	Source of Funds:	<u>Budgeted item</u>

Subject

Discuss and consider action to authorize contracts with Travis County for an Election Services Agreement and a Joint Election Agreement for the May 6, 2023 General Election.

Recommendation

Staff recommends authorizing contracts as presented.

Discussion

Travis County administers the elections for the City of West Lake Hills. The Election Agreement details each entity's role in the upcoming election and identifies the election officers. Polling locations will be designated and confirmed by the County. A list of polling locations will be provided to each entity prior to early voting. Use of equipment, costs for the election, and designation of the Regular Early Voting Clerk for the Participating Entity are addressed in the agreement.

The Joint Election Agreement provides for voters in those portions of Travis County identified on the County Jurisdiction maps to vote at any of the listed polling locations. Responsibilities for the County and each participating entity are detailed in the agreement for early voting, election day, and post-election events. Exhibits A, B, and C will be added by the County once it is determined which entities will be required to hold an election in May.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF WEST LAKE HILLS

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

Section 1. GENERAL PROVISIONS

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

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

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

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

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

- (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The

Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) [The City Secretary](#) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [The City Secretary](#) will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [The City Secretary](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated the City Secretary as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: citysec@westlakehills.gov.
 - (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to

conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
 - (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

- (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2023, through January 1, 2024, the Participating Entity shall pay three percent of the cost of the electronic voting system equipment installed at a polling place and three percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

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

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

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

(B) Notice

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

CITY OF WEST LAKE HILLS
Terry Blanchard, City Secretary
911 Westlake Drive
West Lake Hills, Texas 78746

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

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

(C) Force Majeure

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

(D) Venue and Choice of Law

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

(E) Entire Agreement

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

(F) Severability

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

(G) Breach

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

(H) Payments from Current Revenues

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

(I) Other Instruments

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

(J) Third Party Beneficiaries

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

(K) Joint Election Agreements

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

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

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

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

City of West Lake Hills
Attn: City Secretary
911 Westlake Drive
West Lake Hills, Texas 78746

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

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

[Signatures on following page]

CITY OF WEST LAKE HILLS

BY: _____
Linda Anthony
Mayor

DATE: _____

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

JOINT ELECTION AGREEMENT FOR May 6, 2023 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on May 6, 2023. The Participating Entities require elections to be held on May 6, 2023, in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers the May 6, 2023 Joint General and Special Elections for the parties to this agreement to be held on May 6, 2023. The County and the Participating Entities will hold these elections on May 6, 2023 (“Election Day”) jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County,

as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities [continue]

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to

allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County. The presiding election judge for the location in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving

returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. **County Resources**

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. **Joint Election Costs; Payment**

A. Concurrently with its submittal of an executed copy of this agreement, each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. **The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate.** All checks must be made payable to Travis County. This deposit represents approximately 75% of the costs of the Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its

respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 7, 2022 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

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

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____

BY: _____
Dyana Limon Mercado
County Clerk

SIGNATURE PAGE

Name of Participating Entity	<u>City of West Lake Hills</u>
Address	<u>911 Westlake Drive</u>
	<u>West Lake Hills, TX 78746</u>
Name of Authorized Signatory	<u>Mayor Linda Anthony</u>
Signature	<u></u>
Date signed	<u>01/25/2023</u>
E-mail address	<u>mayor@westlakehills.gov</u>

Authorized contact for election services:

Terry Blanchard, City Secretary
tblanchard@westlakehills.gov
512-610-6821 (direct)
512-269-8145 (cell)



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>January 25, 2023</u>	Item Number:	<u>8</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Ashby Grundman</u>	Cost / Budget:	<u>~\$25 Million</u>
Exhibits:	<u></u>	Source of Funds:	<u>2022 Bond Proceeds</u>

Subject

Discussion and update on bond items regarding Proposition A (New Municipal Complex) and Proposition B (Street and Drainage Projects).

Recommendation

Receive update and provide direction as appropriate.

Discussion

Proposition A Update:

City staff has been meeting with Brinkley Sargent Wiginton, the Architect and AG|CM, the Owner's Representative on this project and is making progress through the design. City Council authorized the use of a Construction Manager at Risk (CMAR) in December as an alternate project delivery method for the project's construction. A request for qualifications was issued in December, and a request for proposals will be issued to shortlisted firms on January 25. Responses are due on February 2 and City Council approved a budget policy on January 11 reserving an additional \$3 million for the project.

Proposition B Update:

City staff received 100% plans on December 16, 2022. WSB Engineering was hired as the Owner's Representative for this project and has participated in plan review meetings and quality control of the plan set.

Easement acquisition is underway where necessary, and property owners have received letters. Staff and consultants are scheduling meetings with property owners when requested and continue to work towards acquiring the necessary easements for the bond projects. There are three projects that required TCEQ approval, which are Camp Craft Road (Eanes Creek), Westlake Drive and Laurel Valley Road.

