AGENDA

Regular Meeting

City Council

Tuesday, November 8, 2022

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT KAYLYNN HOLLOWAY AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Recognition of Steve Albert for his service on the Bee Cave Development Board.
5. Citizen Comments

This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on the agenda items must be made when the agenda item comes before the Council. Any deliberation of the issue is limited to a proposal to place it on the agenda for a later meeting. Citizens will have up to 3 minutes to make comments.

6. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public view.

A. Consider approval of the minutes of the Regular Session conducted on October 11, 2022.

B. Consider approval of the financial and investment reports. (September)

7. Discuss and consider action regarding an application from the Special Olympics of Texas for use of Hotel Occupancy Tax Funds.

8. Discuss and consider action on authorizing the Law Office of Ryan Henry, PLLC to prepare an Ethics Ordinance for the City.

9. Discuss and consider action on the selection of qualified firms for on-call professional engineering & consulting services and authorize staff to negotiate contracts

10. Public hearing, discussion, and possible action on Ordinance No. 494 to rezone the the property located at 13925 W State Hwy 71 from Residential Estate (R-1) and Neighborhood Mixed-Use (MU-N) to Neighborhood Mixed-Use (MU-N) to correct a scrivener's error

11. Discuss and consider action on the Preliminary Plat of Sanctuary at Spanish Oaks, a 21.80-acre tract located at 13025 Flowering Senna Bend, Bee Cave, Texas.

12. Discuss and consider action on Resolution No. 2022-11 related to authorizing and directing the City Manager to execute an agreement with TxDOT to assume operation and maintenance of certain signal and traffic control devices

13. Discuss and consider action on the reappointment of Quinn Gormley and Tony Lockridge to the Bee Cave Development Board.

14. Close Regular Meeting

15. Open Executive Session

Executive session in accordance with the Texas Government Code, Section 551-072 – Deliberation regarding real property. A quorum of the City Council will be present for the executive session.

A. Deliberation regarding the potential acquisition of real property for public purposes

16. Close Executive Session

17. Open Regular Meeting

18. Consider action, if any, on Executive Session

19. Adjournment

The Council may go into closed session at any time when permitted by Chapters 418 or 551, Texas Government Code, or Section 321.3022 of the Texas Tax Code. Before going into closed session a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code, or Section 321.3022 of the Texas Tax Code authorizing the closed session.

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item: **4.**

Agenda Title: **Recognition of Steve Albert for his service on the Bee Cave Development Board.**

Council Action:

Department: **City Secretary**

Staff Contact: **Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item:	**6.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on October 11, 2022.**
Council Action:	**Approve**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Minutes of October 11, 2022	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
October 11, 2022

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Courtney Hohl, Council Member
Kevin Hight, Council Member
Andrew Rebber, Council Member
Andrea Willott, Council Member

City Staff:

Clint Garza, City Manager
Megan Santee, City Attorney
Reggie Brooks, Deputy City Secretary
Lindsey Oskoui, Assistant City Manager
Bryan Jones, Police Chief
Megan Will, Planning and Development Director
Kevin Sawtelle, City Engineer
Jenny Hoff, Communications Director
Dori Kelley, Communications Specialist
Amanda Padilla, Sr. City Planner
Sean Lapano, City Planning
Lanie Marcotte, Parks and Facilities Director
Anna Jensen, Administrative Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the regular meeting of the Bee Cave City Council was called to order by Mayor King at 6:00 p.m. on Tuesday, October 11, 2022.

Citizen Comments.

Barbara Hathaway, Library Director, reminded everyone about the Car Show to be held at the Hill Country Galleria.

Consent Agenda.

A. **Consider approval of the minutes of the Regular Session conducted on September 27, 2022.**
B. **Consider approval of amendment to Resolution No. 2022-09 adopting a Financial Investment Policy.**

MOTION: A motion was made by Council Member Hight, seconded by Council Member Willott, to approve the consent agenda.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Presentation by Northstar for the City of Bee Cave Branding.

A representative from NorthStar presented a plan for the branding process, involvement by the community and stakeholders and present case studies from different cities.

No action was taken on this item.

Discuss and consider action on a recommendation of award of contract to Rogers-O'Brien and authorize negotiations and execution of a contract by the Mayor for the Police Building Construction-Manager-at-Risk (CMAR).

City Manager Clint Garza presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hohl, to award a contract to Rogers-O'Brien and authorize negotiations and execution of a contract by the Mayor for the Police Building Construction-Manager-at-Risk (CMAR).

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discuss and consider action on relocating the Old Bee Cave School House.

Mr. Garza presented this item. The Old Bee Cave School House is located directly adjacent to Bee Cave Police Department. The current Police Department site will soon be home to the new Police Department, as well as expanded parking and site upgrades.
Staff recommends relocating the Old School House to the Brown Property, located at 4800 Great Divide. Exact location of the Old School House at the Brown Property has yet to be determined, as there will need to be evaluation of the site as it relates to flood plain, and programming.
Relocation of the Old School House will be included in the construction package of the Police Department.

MOTION: A motion was made by Council Member Hohl, seconded by Mayor Pro Tem Clark, to approve the relocation of the Old School House to the Brown Property.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discuss and consider action on Architectural Pre-Approval for the Glenn and Venue buildings of the Backyard project located at 13801 Bee Cave Parkway, Bee Cave, TX 78738.

Planning and Development Director Megan Will presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve the architectural plans for the Glenn and Venue buildings located at 13801 Bee Cave Parkway, Bee Cave, TX 78738.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discuss and consider action on the Final Plat of the Backyard Subdivision, a Replat of the Planet Earth Music Subdivision as recorded in Document No. 201000097 of the Official Public Records of Travis County, Texas.

Ms. Will presented this item.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Rebber, to approve the Final Plat of the Backyard Subdivision, a Replat of the Planet Earth Music Subdivision with the following conditions as listed below, and detailed in the Platting Review Checklist:

• Comment #50 Payment of the $877,619 pro-rata share for transportation mitigation per the approved TIA prior to recordation of the Final Plat. 30.03.001(c)(5)

• Comment #191 payment for street name signs prior to recordation of the Final Plat. 30.05.004(e)

• Per Ord 428 Ex. C Sec II.A An easement to the City to accommodate the pedestrian bridge landing and trail system on the Old Backyard Property shall be provided prior to recordation of the Final Plat.

• Recordation of a Restrictive Covenant for the Maintenance of Landscaping within the medians of Bee Cave Parkway as required by Ord 428 Ex. C Sec IV.H prior to recordation of the Final Plat.

• Recordation of all separate instruments referenced on the face of the Final Plat prior to recordation of the Final Plat:

o Declaration of Covenants, Conditions, and Restrictions for The Backyard Subdivision
o Declaration of Drainage Easement with Maintenance of Drainage Facilities
o Declaration of Restrictive Covenant Regarding Impervious Cover
o Detention and Water Quality Control Easement, which shall be updated to include a maintenance plan exhibit as referenced in Plat Note No. 20.
o Sidewalk and Trail Easement
o Permanent Access Easement
o Public Utility Easement

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

<u>Discuss and consider action on Site Plans for parking garages P1 and P2 of the Backyard project located at 13801 Bee Cave Parkway, Bee Cave, TX 78738.</u>

City Engineer Kevin Sawtelle presented this item. The applicant has submitted site plans for Garages P1 and P2 which Staff has found to be in conformance with the architectural pre-approval set forth by City Council at the August 10, 2021 meeting and all other applicable site plan requirements.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Willott, to approve the Site Plan for parking garage P1 of the Backyard project with the following conditions:
Garage P1:

- Obtain approval signatures from all applicable entities on the Cover Sheet prior to City release of permit.
- Pay all applicable application fees.
- Post NPS fiscal security in the amount of $6,010.35.

The vote was taken on the motion with the following result:

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay: None
Absent: None

The motion carried 6-0.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Willott, to approve the Site Plan for parking garage P2 of the Backyard project with the following conditions:
Garage P2:

- Obtain approval signatures from all applicable entities on the Cover Sheet prior to City release of permit.
- Pay all applicable application fees.
- Post NPS fiscal security in the amount of $7,600.15.

The vote was taken on the motion with the following result:

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay: None
Absent: None

The motion carried 6-0.

Discuss and consider action on an Addendum to the Interlocal Agreement for Victim Services between the City of Bee Cave and the City of Lakeway.

Police Chief Brian Jones presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Mayor Pro Tem Clark, to approve an Addendum to the Interlocal Agreement for Victim Services between the City of Bee Cave and the City of Lakeway.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discussion regarding homestead exemptions for over 65 and disabled persons.

Mr. Garza presented this item.
No action was taken.

Executive Session:

The City Council closed the Open Session at 7:04 p.m. to convene in Executive Session.

At this point in the meeting, Mayor King publicly announced that a closed, executive session would be held and identified the section of the Open Meeting Law under which the meeting would be held.

Executive session in accordance with the Texas Government Code, Section 551.074 – Personnel Matters-to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; and Section 551.072 – Deliberation regarding real property. A quorum of the City Council will be present for the executive session.

A. Deliberation regarding the potential acquisition of real property for public purposes.
B. Personnel – City Manager
C. Personnel – Board and Commission members appointments for: Bee Cave Development Corporation.

The City Council closed the Executive Session at 8:34 p.m. and reconvened in Regular Session.

In Open Session:

Personnel – City Manager

MOTION: A motion was made by Council Member Hight, seconded by Mayor Pro Tem Clark, to approve an amendment to the City Manager's contract.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Discuss and consider action on the appointment of Board members to the Bee Cave Development Corporation.

Council Member Rebber agreed to remain on the Board.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Hight, to appoint Victoria Winburne to Position 2 of the Bee Cave Development Corporation.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

MOTION: A motion was made by Council Member Hohl, seconded by Mayor King, to appoint Christy Black to Position 7 of the Bee Cave Development Corporation.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

Adjournment:

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to adjourn.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hohl, Hight, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

The City Council meeting adjourned at 8:38 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item: **6.B.**

Agenda Title: **Consider approval of the financial and investment reports. (September)**

Council Action: **Consent Agenda**

Department: **Finance**

Staff Contact: **Administration**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to provide the monthly financial and investment report to Council as required by policy.

2. DESCRIPTION/JUSTIFICATION

a) Background

This installment of the finance and investment report is for the period ending September 30th, 2022, completing 100% of FY 2021-22.

b) Issues and Analysis

*September Sales Tax report is for July collections.
*TXDot purchased city owned property as part of the RR 620 safety project.
*Covid-19 reimbursements: US Treasury.

Account	Amended Budget	Current Period	Y-T-D Actual	% of Budget	Balance
Sales taxes	10,611,314	836,492	10,611,314	100%	0
Franchise fees	92,618	5,077	97,696	105%	(5,078)
Building fees	412,390	21,342	416,197	101%	(3,807)
Mixed drink taxes	141,434	13,437	154,871	110%	(13,437)
Library revenue	1,549	190	1,677	108%	(128)
Interest income	200,000	66,265	244,859	122%	(44,859)
Miscellaneous	176	111	287	163%	(111)
Other fees	4,488	884	4,488	100%	0

Covid-19 Reimb.	0	849,227	849,227	0%	(849,227)
Sale of Property	928,378	0	928,377	100%	0
Proceeds Ins.	10,941	0	10,941	100%	0
Court Fees	267,621	18,456	230,960	86%	36,661
Total Revenue	**12,670,909**	**1,811,475**	**13,550,895**	**107%**	**(879,986)**

Expenditures by department year-to-date are in line with prior year. Although there are line items we are monitoring closely, we remain within the targeted % of Budget expected for FY2021-22.

*Expenses include:
-Administration - Tyler Tech/Gallagher annual fees
-Non-departmental - TML liability/worker's comp. annual payment
-Salary distributions were made from GF to BCDC, HOT, and Road Maintenance funds

Account	Amended Budget	Current Period	Y-T-D Actual	% of Budget	Balance
Administration	1,175,919	135,804	1,193,478	101%	(17,559)
City Council	44,362	6,050	48,698	110%	(4,336)
Legal	150,000	4,555	133,090	89%	16,910
Non-Departmental	245,273	1,438	221,960	90%	23,313
Information Systems	426,000	31,117	398,730	94%	27,270
Library	905,762	66,675	891,036	98%	14,726
Facilities	541,663	62,430	519,684	96%	21,979
Court	265,700	30,889	275,710	104%	(10,010)
Police	2,581,673	182,155	2,461,223	95%	120,450
P&D	1,025,315	93,693	987,931	96%	37,384
380 Payments	1,148,110	0	1,324,917	115%	(176,807)
Covid-19 Program	0	0	0	0%	0
Total Expenditures	**8,509,777**	**614,806**	**8,456,457**	**99%**	**53,320**

3. FINANCIAL/BUDGET

Amount Requested
Cert. Obligation
Other source
Addtl tracking info

Fund/Account No.
GO Funds
Grant title

4. TIMELINE CONSIDERATIONS

Year-end reporting and audit preparation are in progress.

5. RECOMMENDATION

Approve as submitted.

ATTACHMENTS:

Description Type

Investment Summary_Sept2022	Cover Memo
Property Tax Summary_Sept2022	Cover Memo
Sales Tax Report_Sept2022	Cover Memo

City of Bee Cave
Investment Summary
September 30, 2022

				Interest		
Account	**Begin Balance**	**Contributions**	**Withdrawals**	**Earned**	**Rate**	**End Balance**
TexPool	$ 772,516.76			$ 1,531.93	2.4126%	$ 774,048.69
Logic	$ 14,763,424.90		$ (2,000,000.00)	$ 27,580.57	2.4756%	$ 12,791,005.47
TexStar	$ 1,043,619.74			$ 1,967.84	2.2941%	$ 1,045,587.58
Texas Class	$ 15,382,072.74			$ 33,905.48	2.6788%	$ 15,415,978.22
Wells Fargo Gov Money Market	$ 59,302.69			$ 103.60	2.3100%	$ 59,406.29
Wells Fargo-Business Savings	$ 458,676.70			$ 150.83	0.4000%	$ 458,827.53
Wells Fargo-Grant Funds Checking	$ 850,947.63	$ 849,226.87		$ 326.34	0.4000%	$ 1,700,500.84
Wells Fargo-Business Checking	$ 4,488,384.31	$ 3,211,952.13	$ (6,596,843.72)	$ 698.89	0.4000%	$ 1,103,492.72
Portfolio Total	**$ 37,818,945.47**	**$ 4,061,179.00**	**$ (8,596,843.72)**	**$ 66,265.48**		**$ 33,348,847.34**

Alma Sanchez

Alma Sanchez, Finance Analyst

10-21-2022

Date

10-21-2022

Clint Garza, City Manager

Date

10/28/2022

City of Bee Cave
Property Tax Summary

Property Tax Revenue

Fiscal Year	Budget	Y-T-D Actual	% of Budget
2021-22	519,371	509,315	98.1%
2020-21	483,153	491,518	101.7%
2019-20	469,604	460,092	98.0%
2018-19	451,482	434,501	96%
2017-18	389,993	372,370	95%
2016-17	308,921	358,229	116%
2015-16	308,921	306,306	99%
2014-15	241,319	235,771	98%
2013-14	209,159	208,397	100%

Travis County Apprasial District

Tax Year	Assessed Value	Growth	Growth%
2021	2,591,854,622	181,088,271	7.5%
2020	2,410,766,351	67,747,568	2.9%
2019	2,343,018,783	112,243,928	5.0%
2018	2,230,774,855	307,445,565	16.0%
2017	1,923,329,290	137,069,636	7.7%
2016	1,786,259,654	245,403,149	15.9%
2015	1,540,856,505	336,513,976	27.9%
2014	1,204,342,529	158,546,454	15.2%
2013	1,045,796,075		

10/28/2022

City of Bee Cave
Sales and Use Tax Summary

Report Month	October	November	December	January	February	March	April	May	June	July	August	September	
Collection Month	August	September	October	November	December	January	February	March	April	May	June	July	TOTAL
FY 2021 - 2022	$1,080,507	$1,253,115	$1,066,168	$1,182,077	$1,484,567	$1,025,175	$985,370	$1,278,812	$1,193,199	$1,213,842	$1,270,264	$1,115,323	$14,148,419
FY 2020 - 2021	$889,177	$1,014,167	$929,208	$1,028,642	$1,330,983	$883,881	$788,620	$1,206,192	$1,035,350	$1,165,457	$1,250,952	$1,123,078	$12,645,707
FY 2019 - 2020	$847,324	$908,057	$918,192	$971,485	$1,242,921	$772,929	$730,757	$816,000	$676,612	$797,546	$990,096	$912,446	$10,584,365
FY 2018 - 2019	$815,060	$880,862	$876,401	$848,541	$1,103,899	$757,596	$785,150	$859,460	$870,434	$878,780	$957,556	$943,414	$10,577,153
FY 2017 - 2018	$773,762	$855,017	$749,780	$852,648	$1,113,137	$738,194	$691,126	$911,164	$816,700	$879,270	$913,858	$846,094	$10,140,750
FY 2016 - 2017	$783,189	$827,617	$793,504	$829,705	$1,026,226	$700,337	$698,858	$821,525	$739,008	$785,704	$883,604	$747,015	$9,636,293
FY 2015 - 2016	$670,843	$798,540	$714,950	$751,469	$1,071,463	$691,527	$635,798	$835,486	$722,426	$732,730	$889,351	$756,465	$9,271,048
FY 2014 - 2015	$717,791	$733,701	$670,591	$742,962	$1,010,863	$633,498	$632,911	$757,462	$737,176	$734,188	$905,177	$755,263	$9,031,583
FY 2013 - 2014	$635,697	$671,657	$609,810	$682,151	$915,829	$574,443	$579,245	$723,681	$748,642	$655,145	$772,922	$706,639	$8,275,862
FY 2012 - 2013	$611,727	$597,443	$619,724	$549,771	$844,412	$572,710	$532,792	$674,861	$602,034	$620,668	$721,686	$637,882	$7,585,709
FY 2011 - 2012	$550,312	$482,400	$487,223	$554,709	$771,023	$520,101	$511,451	$620,755	$567,261	$585,827	$668,901	$600,415	$6,920,380
FY 2010 - 2011	$462,668	$511,669	$452,489	$497,239	$771,489	$453,736	$386,006	$572,049	$527,140	$561,412	$645,423	$465,103	$6,306,424
FY 2009 - 2010	$424,505	$443,379	$412,791	$457,238	$668,779	$390,041	$364,593	$502,474	$477,623	$509,900	$531,581	$470,208	$5,653,111
FY 2008 - 2009	$421,002	$497,055	$461,172	$463,807	$649,417	$381,235	$361,948	$449,768	$423,601	$430,185	$480,018	$440,134	$5,459,342
FY 2007 - 2008	$390,902	$457,601	$461,228	$475,623	$644,793	$419,529	$364,344	$502,291	$418,461	$452,766	$519,916	$470,160	$5,577,613
FY 2006 - 2007	$326,405	$341,422	$311,466	$346,612	$483,993	$297,342	$305,166	$375,662	$370,899	$390,510	$407,103	$386,144	$4,342,723
FY 2005 - 2006	$163,763	$281,344	$238,695	$274,524	$321,398	$258,918	$217,196	$298,359	$286,788	$297,529	$340,789	$373,364	$3,352,667
FY 2004 - 2005	$185,038	$175,547	$183,993	$169,141	$227,646	$199,174	$136,603	$214,447	$224,830	$211,664	$206,819	$217,012	$2,351,914
FY 2003 - 2004	$147,596	$134,389	$171,731	$155,158	$190,842	$154,455	$134,024	$215,646	$224,045	$195,387	$184,254	$195,120	$2,102,646
FY 2002 - 2003	$121,687	$113,577	$113,432	$102,191	$106,437	$98,665	$84,852	$119,555	$156,011	$145,543	$133,950	$160,788	$1,456,687
FY 2001 - 2002	$112,488	$100,258	$130,105	$81,634	$123,663	$80,549	$88,177	$101,214	$131,859	$135,854	$127,042	$147,128	$1,359,972
FY 2000 - 2001	$84,016	$61,146	$55,068	$67,077	$61,727	$58,509	$56,716	$76,550	$73,318	$98,429	$80,701	$101,270	$874,527
FY 1999 - 2000	$81,624	$49,284	$59,052	$55,277	$64,725	$47,148	$50,296	$64,123	$61,811	$83,590	$67,633	$63,525	$748,087
FY 1998 - 1999	$23,280	$20,804	$20,441	$25,507	$43,089	$35,496	$37,446	$44,254	$64,717	$50,384	$55,661	$51,366	$472,445
FY 1997 - 1998	$18,664	$23,347	$19,392	$18,357	$24,413	$15,517	$13,781	$20,546	$26,452	$24,087	$27,486	$22,832	$254,873
FY 1996 - 1997	$20,662	$15,678	$16,830	$14,484	$15,968	$13,217	$14,101	$19,824	$20,369	$22,463	$22,806	$21,570	$217,973
FY 1995 - 1996	$18,497	$16,842	$13,482	$12,733	$13,469	$14,014	$14,345	$17,070	$17,717	$17,964	$18,992	$21,010	$196,135
FY 1994 - 1995	$15,636	$15,795	$11,445	$13,226	$11,222	$11,611	$11,844	$17,123	$14,338	$18,848	$18,569	$18,175	$177,831
FY 1993 - 1994	$12,827	$13,158	$11,911	$7,399	$10,985	$9,188	$9,053	$16,444	$13,410	$16,600	$17,252	$16,096	$154,323
FY 1992 - 1993	$10,052	$11,959	$9,215	$5,862	$10,529	$7,489	$8,330	$10,447	$10,695	$12,444	$12,069	$16,504	$125,594
FY 1991 - 1992	$7,458	$9,303	$7,563	$6,554	$7,726	$5,464	$7,064	$8,236	$8,848	$8,968	$9,292	$10,690	$97,168
FY 1990 - 1991	$7,183	$7,069	$6,905	$6,416	$7,349	$4,945	$5,042	$7,662	$6,630	$7,689	$8,448	$7,053	$82,392
FY 1989 - 1990	$6,423	$7,893	$5,611	$4,841	$6,322	$4,859	$5,004	$6,927	$6,088	$6,462	$8,171	$5,965	$74,565
FY 1988 - 1989	$4,226	$5,425	$4,268	$3,480	$4,996	$3,628	$5,250	$7,931	$6,414	$6,552	$8,080	$6,539	$66,791
FY 1987 - 1988	$0	$0	$0	$0	$0	$0	$0	$0	$3,184	$4,368	$5,405	$6,536	$19,494
													$150,342,564

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item:	**7.**
Agenda Title:	**Discuss and consider action regarding an application from the Special Olympics of Texas for use of Hotel Occupancy Tax Funds.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

To discuss and consider action regarding an application from the Special Olympics of Texas for use of Hotel Occupancy Tax Funds.

2. DESCRIPTION/JUSTIFICATION

a) Background

Staff has been in discussions with Special Olympic of Texas regarding the 2023 SOTX Winter Games. If funding is approved, the event is planned from February 17, 2023 - February 19, 2023.

As provided in the application, the SOTX winter games is a statewide competition where Athletes with Intellectual Disabilities throughout the State of Texas compete in Floorball, Volleyball, and Powerlifting. There are 2000 overnight guests expected for the event. Both Bee Cave and Lakeway have been approached for funding as cooperation from each city is not only ideal but necessary to ensure event success.

The organization is partnering with Hill Country Indoor, Starhill Ranch, and Lake Travis ISD. Events and activities will be spread throughout different facilities including Bee Cave and Lake Travis Middle School campuses.

b) Issues and Analysis

At this time, SOTX has requested $250,000 in funding from the Hotel Occupancy Tax from Bee Cave as well as Lakeway.

The organization has expressed interest in holding the annual Winter Games in the area for 3-5 years.

3. FINANCIAL/BUDGET

Amount Requested	$100,000	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Expenditures	Backup Material
Marketing Plan	Backup Material
BOD Roster	Backup Material
Timeline	Backup Material
Schedule of Activities	Backup Material
Application	Backup Material

2023 SOTX Itemized List of Relevant Expenditures

Item	Cost	Total Cost
Facilities		
Hill Country Indoor	$25,000	$25,000
Bee Cave Middle School	$2,000	$2,000
Lake Travis Middle School	$2,000	$2,000
Lake Travis High School	$3,500	$3,500
Star Hill Ranch	$13,000.00	$13,000.00
Meals		
Saturday Lunch	$11,322.00	$41,514.00
Saturday Dinner	$18,870.00	
Sunday Lunch	$11,322.00	
Hotels		
Hotel blocks	$159,346.66	$159,346.66
Rental Equipment		
Port-a-potties	$1,700	$1,700
Stage rental	$4,000	$4,000
Audio/Video	$5,000	$5,000
Tents	$25,000	$25,000
Golf carts/Vehicles	$7,500	$7,500
Transportation		
ISD Bus Rentals	$6,500	$6,500
Team transportation to Winter Game	$20,000	$20,000
Traffic Control		
PD Traffic Control/Security	$5,000	$5,000
Entertainment		
Opening Ceremony Band	$15,000	$15,000
Marketing/Promotions		
Promotionals	$10,000	$10,000
Marketing/Advertising	$10,000	$10,000
Other Expenditures		
Other events (Staff training, World Games Tryout)	$50,000	$50,000
Overall Costs		$406,061

Special Olympics Texas

2023 SOTX Winter Games Marketing Plan

Special Olympics Texas events are always open and encouraged for the public to come be a part and see what's happening at our events. Some believe that Special Olympics events are closed off and only for those with disabilities, but we plan to change that narrative and focus on being welcoming and inclusive. With hosting our first Winter Games in the Bee Cave/Lakeway area, we believe the community saw Special Olympics and now is their time to embrace Special Olympics Texas and get involved even more. Below is our plan to market the 2023 Special Olympics Texas Winter Games:

We plan to promote and market this event using local radio stations, newsblasts, community outreach pages, social media and as many possible avenues to welcome and invite volunteers to assist in the competitions. We also hope that those who volunteered last year will have more of an interest in joining one of our planning committees and can bring even more of the community to our event. These volunteers have now seen the event, but we want them to bring in as many resources to make the event even bigger.

Our goal is to host multiple lead up events to promote the Winter Games. Some of these events include Tip-A-Cops where Athletes and Law Enforcement Officers assist restaurant servers in bringing out drinks and food to patrons and promote Special Olympic events. In return, patrons give a donation or "tip" to Special Olympics. We plan to host these events at any willing participating restaurant.

We will host a press conference to announce the 2023 Winter Games dates and promote the event further. This press conference will take place in a public space such as the Hill Country Galleria Central Plaza Lawn. Last year's press conference was a huge success in recruiting volunteers and we plan to continue to build off of that success.

Special Olympics Texas

2022 BOARD OF DIRECTORS ROSTER

Chair - Susanne Brady-Lusk; **Vice Chair** - Pete Carey; **Immediate Past Chair -** Steve Griffith;
Treasurer -Gabe Kwentus; **Secretary –** David Mantor; **At Large -** Chris Kingston

Sam Arciniega (2017)
(Area 4)
HEB Blackhawk
General Manager
9828 Blackhawk Blvd
Houston, TX 77075
713.991.2774 (w)
361.774.6617 (c)
arciniega.sam@heb.com

Byron Blevins (2019)
(Area 13)
Sr. Program Manager,
Training and Enablement
Google Maps
500 W 2nd Street
Austin, TX 78701
512.681.8875 (c)
bblevins@google.com

Susanne Brady-Lusk (2018)
(Area 4)
Vice Pres/Market Unit General Mgr.
Arca Continental Coca-Cola
Southwest Beverages
10475 Deer Trail Drive
Houston, Texas 77038
281.380.7156 (c)
Susanne.Brady-Lusk@cocacolaswb.com
Assistant - Deborah Kesterton
deborah.kesterton@cocacolaswb.com

Elizabeth Campbell
(Area 16) Athlete
5241 S Washington St.
Amarillo, TX 79110
806.654.1046
campbell.advo2017@gmail.com

Christy Dyer (2020)
(Area 16)
Randall County Judge
Randall County, TX
304 N. Shore Dr
Amarillo, Tx 79118
806.676.8825(c)
806.622.0525 (h)
christy.dyer@randallcounty.com

Marian Cabanillas (2019)
(Area 4)
President, Health Plan Operations
UnitedHealthcare of Texas
14141 Southwest Freeway, Ste. 500
Sugar Land, TX 77478
832.500.6446 (office)
866.374.4790 (fax)
2411 Wordsworth St. Houston, TX 77030
713.446.4106
marian_cabanillas@uhc.com
Assistant - Stephanie Vanarsdale
stephanie_n_vanarsdale@uhc.com

Pete Carey (2019)
(Area 10)
Group Vice President
Sales and Marketing
Toyota Financial Services
6567 Headquarters Drive
Plano, TX 75024
310. 938.0721
Pete.Carey@toyota.com
Assistant - Jennifer Petry
jennifer.petry@toyota.com

Steve Griffith (2016)
(Area 13)
Retired
204 Drawing Maple St
San Marcos, TX 78666
281.731.2445 (c)
StephenMGriffith@me.com
(Alt)swgriffith@comcast.net

Mike Hayes (2020)
(Area 10)
Director-Pricewaterhouse Cooper, LLP
4525 Cole Ave Apt 1427
Dallas, TX 75205
214.708.8235
michael.hayes013@gmail.com

Ralph Herring O.D., M.H.A. (2015)
(Area 4)
1610 Harvard Street
Houston, TX 77008-4338
713.743.1917 (w)
713.857.9411 (c)
rjh77008@gmail.com

Dale Hosack (2016)
(Area 4)
CFO & Corporate Secretary
Western Container
2277 Plaza Dr, Ste. 270
Sugar Land, TX 77479
346.309.3213 (w)
512.423.0882 (c)
Dale.Hosack@wccoke.com

Gracie Hunt (2019)
(Area 10)
SO Global Ambassador
3920 Euclid Avenue
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214.683.2520 (c)
graciehunt@me.com

Chris Kingston (2019)
(Area 10)
Vice President
Learfield
1811 Stillhouse Hollow Dr
Prosper, TX 75078
419.601.4460 (c)
469. 241.9191 ext 1844 (w)
ckingston@learfield.com

Gabe Kwentus (2019)
(Area 10)
Partner
PricewaterhouseCoopers, LLP
2121 N Pearl St
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214.725.8263
chicotexasbnk@gmail.com

Special Olympics Texas

2022 BOARD OF DIRECTORS ROSTER

Chair - Susanne Brady-Lusk; **Vice Chair** - Pete Carey; **Immediate Past Chair -** Steve Griffith; **Treasurer -**Gabe Kwentus; **Secretary –** David Mantor; **At Large -** Chris Kingston

Shaun Linsey (2022)
(Area 22) Athlete
5222 Waterbeck St
Fulshear, TX 77441
281.346.1523
slinsey@sotx.org
thelinseyfamily@aol.com

David Mantor (2019)
(Area 04)
Senior Council
Exxon Mobil Corporation
22777 Springwoods Village Pkwy
N1.4B.334
Spring, TX 77389
713.823.4261 (c)
david.b.mantor@exxonmobil.com

Jessica McFarlin (2022)
(Area 11)
Director II, Medicaid State operations,
Anthem insurance Companies, inc.
Keene, Texas
817. 456.6720 (w)
817.933.8040 (c)
Jessica.McFarlin@amerigroup.com

Chief Doug Reim (2018)
(Area 11)
Highland Village Police Dept.
3325 Furlong Drive
Flower Mound, TX 75022
817.706.6371 (c)
dreim@highlandvillage.org

Jan Sartain (2018)
(Area 13)
Retired, Round Rock ISD
3008 Welton Cliff Drive
Cedar Park, TX. 78613
512-917-5569
Jan.sartain2017@gmail.com

Jake Squiers (2017)-hou
(Area 7)
936.225.0454 (c)
jake.squiers1964@gmail.com

Chad Tywater (2015)
(Area 13)
917 Hyde Park
Round Rock, TX 78665
512.352.5505 (w)
512.507.6261 (c)
chad.tywater@yahoo.com

Jackie Zigtema (2015)
(Area 7)
Whitehouse ISD
816 Pinedale Place
Tyler, TX 78752
903.655.5051 (hm)
903.721.4911 (c)
zigtemaj@whitehouseisd.org

Emeritus Boardmembers

Steve Hayes (2017)
(Area 10)
Senior VP- BRANDT
1728 Briercroft Ct
Carrollton, TX 75006
972.395.6197 (w)
972.395.6597 (f)
214.587.9468 (c)
Steve.Hayes@brandt.us

Rick McCarty (2013)
(Area 20)
Retired
Special Education Administrator
5722 Southern Oaks
San Antonio, TX 78261
210.651.3858 (h)
210.501.9200 (c)
wrmccarty@sbcglobal.net

2023 Winter Games Event Planning Timeline

TRUE	Item	Timeframe
TRUE	Create Budget/Event Plan	12 months out
TRUE	Find facility	11 months out
TRUE	Confirm dates	10 months out
TRUE	Confirm venues	10 months out
FALSE	Confirm committee list	10 months out
FALSE	Create sponsor package	9 months out
FALSE	Create run of show	8 months out
FALSE	Solicit sponsors	8 months out
FALSE	Confirm Opening Ceremony entertainment	7 months out
FALSE	Confirm meals	6 months out
FALSE	Begin recruiting volunteers	5 months out
FALSE	Team registration due	2 months out
FALSE		
FALSE		
FALSE		
FALSE		
FALSE		
FALSE		

2023 SOTX Winter Games Schedule of Activities

Thursday, February 16th

- Setup/Pageantry (All day)

Friday, February 17th

- Hill Country Indoor
    - Setup facility (1:00pm-5:00pm)
    - Team registration (3:30pm-6:30pm)
    - Coach Meeting (6:30pm-7:00pm)
    - Volleyball classifications (7:00pm-9:00pm)

- Lake Travis School (4:00pm-9:00pm)
    - Setup Powerlifting and Volleyball

- Bee Cave Middle School (4:00pm-9:00pm)
    - Setup Volleyball

- Lake Travis Middle School (5:00pm-7:00pm)
    - Setup Floorball

- VIP Event

Saturday, February 18th

- Hill Country Indoor (8:00am-5:00pm)
    - Competition in Volleyball

- Lake Travis High School (8:00am-5:00pm)
    - Competition in Volleyball

- Bee Cave Middle School (8:00am-5:00pm)
    - Competition in Powerlifting and Volleyball

- Lake Travis Middle School (8:00am-5:00pm)
    - Competition in Floorball

- Star Hill Ranch
    - Setup facility (12:00pm-4:00pm)
    - VIP Reception (4:00pm-5:00pm)
    - Taste of Bee Cave Dinner (5:00pm-6:30pm)
    - Opening Ceremony/Victory Dance (7:00pm-9:00pm)

Sunday, February 19th

- Hill Country Indoor (8:00am-12:00pm)
    - Competition in Volleyball

- Lake Travis High School (8:00am-12:00pm)
    - Competition in Floorball

- Bee Cave Middle School (8:00am-12:00pm)
    - Competition in Volleyball

- Lake Travis Middle School (8:00am-12:00pm)
    - Competition in Volleyball

- Awards at all venues

CITY OF BEE CAVE

Application for Use of Hotel Occupancy Tax

Organization Information

Organization Name: Special Olympics Texas Inc.

Contact Name: Chad Eason Date: 6/29/2022 (MM/DD/YYYY)

Address: 4732 Whirlwind Dr (Street)

San Antonio (City) TX (State) 78217 (Zip Code)

Phone: 512-947-8153 Email: ceason@sotx.org

Is your organization: ☑ Non-profit ☐ Private/For-Profit Tax ID# 74-1998367

Purpose of Organization:

The mission of Special Olympics is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other Special Olympic athletes and the community.

Statutory Test: Part One

Does your Event/Expenditure pass the statutory test, defined specifically as directly enhancing and promoting tourism in Bee Cave AND directly promoting the overnight accommodation industry in Bee Cave by increasing overnight stays? ☑ **Yes** ☐ **No**

Statutory Test : Part Two

Does your Event/Expenditure pass the statutory test defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories? ☑ **Yes** ☐ **No**

1. Funding the establishment, improvement, or maintenance of a convention or visitor information center;
2. Paying the administrative costs for facilitating convention registration;
3. Paying for advertising, solicitations, and promotion that attract tourists and convention delegates to the city or its vicinity;
4. Expenditures that promote the arts;
5. Funding historical restoration or preservation programs;
6. Certain sporting event related expenses;
7. Certain tourist shuttles;
8. Signage directing tourists to attractions frequently visited by hotel guests.

If the answer to one of the two statutory tests is NO, you are NOT eligible for Hotel Occupancy Tax (HOT) funds.

Event and/or Expenditure Description

Name of event/expenditure: Special Olympics Texas Winter Games

Website address: sotx.org

Date(s): February 17-19, 2023

Will there be an admission charge? ☐Yes ☑No

List any additional charges (i.e. parking, entry fees for contests, etc...)

Activity: _____ Cost: $_____
Activity: _____ Cost: $_____
Activity: _____ Cost: $_____

Primary location: Hill Country Indoor, Lake Travis ISD, Star Hill Ranch

What is specifically being marketed or promoted (i.e. facility, event, etc...)

SOTX will look to host our Winter Games Competition in the Bee Cave/Lakeway area. This is a statewide competition where athletes with intellectual disabilities will come from all across Texas to compete in Floorball, Powerlifting, Volleyball, Golf and Cycling. This event will bring volunteer opportunities and awareness to Special Olympics TX and the IDD community

Purpose and goal of your organization and who benefits from your success:

It is our vision to become the premier provider of Special Olympic training and competition in the world. We approach each endeavor to improve the quality of life for our athletes. The challenges of the future are embraced with enthusiasm and commitment, ensuring that the changing face and needs of our athletes are met.

Impact

Number of people attending this event/expenditure from previous year:

Local: 200 Out of Town: 650

Number of people expected to attend this event/expenditure this year:

Local: 500 Out of Town: 2,000

Approximate number of people attending stay overnight in Bee Cave: 2,500

Do you reserve a room block for this event/expenditure? ☑Yes ☐No

List hotels you negotiated a special rate if this reimbursement request is being used for an event. DO NOT LIST RATES.

Sonesta Bee Cave Austin Hotel
Lakeway Resort & Spa
Mountain Star Inn

Funding Request

Total Amount Requested: $250,000

Does the proposed event plan to become self-supporting in the future? ☑ Yes ☐ No

Total advertising/promotion budget: $10,000

a) What is your organization's direct contribution to the above? $0

b) What other sources of funding are being applied for or have been received for the advertising/promotion of your organization?

City of Lakeway

c) How will the funds be used?

These funds will be used to provide our teams lodging, meals, transportation and competition venues. We will look to provide hotels at no charge for our Athletes and teams who would not be able to attend without this assistance.

d) Please indicate all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Paid Advertising	$
Radio	$1,000
Newspaper	$
Press Releases to Media	$
Television	$8,000
Direct Mailing	$
Distribution of Brochures	$1,000
Other (describe)	$

Along with the application, submit the following as attachments ***(required)***:

1. Itemized list of relevant expenditures;
2. Marketing plan including target audience and detailed media list;
3. Board of Directors and/or Event Committee with contact information;
4. Event planning timeline;
5. Schedule of all activities.

Please return completed application with attachments and signature to:

City of Bee Cave
4000 Galleria Parkway
Bee Cave, TX 78738
Attn: City Manager re: HOT Application

For additional questions, please contact the Bee Cave City Manager (512) 767-6600.

With my signature below, I understand the Hotel Occupancy Tax (HOT) Application, Process, Reimbursement, and all associated Rules Governing the Application established by the City of Bee Cave. I intend to use this funding for the event as described herein to promote the efforts of the City of Bee Cave in enhancing and promoting tourism and the convention and hotel industry by attracting visitors from outside Bee Cave.

I have read the Hotel Occupancy Tax (HOT) Application guidelines including the Rules Governing the Application and the Reimbursement Process.

I understand that if awarded, my request for Hotel Occupancy Tax (HOT) funding by the City of Bee Cave, any deviation from the approved event or the Rules Governing the Application may result in a partial or total withdrawal of the Local Hotel Occupancy Tax (HOT) funding.

Special Olympics Texas
Organization Name

Chad Esson
Applicant Signature

6/29/2022
Date

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss and consider action on authorizing the Law Office of Ryan Henry, PLLC to prepare an Ethics Ordinance for the City.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to authorize the Office of Ryan Henry to update the ethics ordinance for the City.

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Authorize the City Manager to execute the engagement letter.

ATTACHMENTS:

Description	Type
Engagement Letter	Backup Material

Law Offices of Ryan Henry, PLLC

1019 Central Parkway North, Ste. 108
San Antonio, TX 78232
(210) 257-6357
FAX (210) 569-6494
ryan.henry@rshlawfirm.com

November 8, 2022

Clint Garza
4000 Galleria Parkway
Bee Cave, Texas 78738

Sent Via Email: cgarza@beecavetexas.gov

Re: Retention Agreement for Development and Update of the Ethics Ordinance

Mr. Garza,

This retention agreement memorializes the City of Bee Cave's (hereinafter, "City") retention of the Law Offices of Ryan Henry, PLLC to act as special counsel in assisting the City with Development of an Ethics Ordinance for the City Code of Ordinances. The scope is to draft and provide legal guidance to the city council regarding updating its ethics ordinance.

The following billing rates apply on an hourly basis, for work actually completed, and with invoices submitted on a monthly basis. Invoices are due on receipt and are past due after thirty days. Our hourly billing rates for this engagement are as follows: $250.00 per hour for myself, $225.00 per hour for senior attorney work, $215.00 per hour for associate attorney / contract attorney work, $105.00 per hour for senior paralegal work, and $95.00 per hour for other paralegals / law clerks. We do not charge for secretarial or administrative services. All expenses are billed at actual cost with no mark up.

Thank you for thinking of our firm regarding this matter. Should you have any questions or concerns, please do not hesitate to contact the office.

Very Truly Yours,

Ryan Henry

Agreed:

_____
Clint Garza, *City Manager*

CC: Kaylynn Holloway *SentViaEmail: kholloway@beecavetexas.gov*

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action on the selection of qualified firms for on-call professional engineering & consulting services and authorize staff to negotiate contracts**
Council Action:	**Discuss and Consider Action**
Department:	**Planning and Development**
Staff Contact:	**Kevin Sawtelle, City Engineer**

1. INTRODUCTION/PURPOSE

Authorize staff to negotiate contracts with firms for on-call call professional engineering and consulting services.

2. DESCRIPTION/JUSTIFICATION

a) Background

On September 28, 2022 City Council authorized staff to publish a Request for Qualifications for On-Call Professional Engineering and Consulting Services. The RFQ, attached, was structured to require firms to submit Statement of Qualifications for one or more of the following areas of expertise:

- Development Plan Review and Construction Inspection
- Transportation Planning, Design, and Engineering
- Stormwater
- Pedestrian Planning & Bicycle Facilities

b) Issues and Analysis

The City received Statement of Qualifications from nine highly qualified engineering firms. The City is currently working with six of these firms on various projects, plan reviews, construction inspections, and/or studies; however, only three of the nine firms are a current "on-call services" firm (Freese & Nichols, MWM, and Doucet)

- Freese and Nichols
- Doucet
- Beacon

- Pape-Dawson
- Kimley-Horn
- MWM
- Walter P. Moore
- K. Friese
- RTG

Every one of these firms scored highly in at least one of the areas of expertise for which they applied so staff is recommending to execute contracts with all of the firms. Considering the breadth of the recently adopted CIP, staff believes there are ample opportunities to work with these firms over the next three or so years (the timeframe in which the City intends to "refresh" the on-call firm list).

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends authorizing the City Manager to negotiate contracts with the nine firms listed. The contract will allow the City to utilize the firms on an on-call and as needed basis.

ATTACHMENTS:

	Description	Type
🗋	Request for Qualifications	Backup Material
🗋	Addendum No. 1	Backup Material
🗋	Addendum No. 2	Backup Material

REQUEST FOR QUALIFICATIONS

for On-Call and As Needed Professional Engineering & Consulting Services

SUMMARY:

The City of Bee Cave (City) hereby solicits Requests for Qualifications (RFQ) for On Call and As Needed Professional Engineering & Consulting Services for a variety of tasks and projects as further described under Scope.

COMMUNITY PROFILE:

The City of Bee Cave is located approximately 14 mile west of downtown Austin and incorporated in 1987 as the Village of Bee Cave. Located in Travis County, the City's approximately 15 square miles of incorporated area and Extra-Territorial Jurisdiction (ETJ) is surrounded by the jurisdictions of Lakeway and Austin and cannot expand further. As of June 2022 the City's population is estimated at 15,133; 9,720 within City limits and 5,413 within the ETJ.

Although a substantial portion of the land in the City and ETJ is undeveloped, of this, 4 square miles, split evenly between the City Limits and the ETJ, is held in conservation. The most common developments in the City and ETJ are large, master planned single-family residential subdivision with lot sizes ranging from 1 acre and larger in the SH 71 corridor and Hamilton Pool Road corridors to quarter acre and smaller lots in the RR 620 and Bee Cave Parkway corridors. Less than 10% of the City's land area is comprised of non-residential development however, commercial development and, more specifically sales tax, supply the bulk of the City's budget.

The City adopted the most recent Comprehensive Plan in 2016 and amended the Thoroughfare Plan in May 2022 , adopted a Hike and Bike Connectivity Plan in 2016, and approved an updated Connectivity Plan Map in April 2021. Additionally, the City adopted a new Unified Development Code and associated Engineering Technical Manuals in June 2022. The City held their most recent strategic planning workshop in August 2021, at which they identified several possible upcoming City capital projects and studies (See Attachment 1).

STATEMENT OF QUALIFICATIONS (SOQ) SUBMISSION INSTRUCTIONS & DEADLINE:

Respondents shall submit in a sealed package clearly marked on the front "RFQ: ENGINEERING AND CONSULTING SERVICES" a total of six (6) hard copy SOQs, one (1) of which shall be unbound and contain

an original ink signature of the partner, principle, or officer who holds the authority to bind the Respondent to the requirements of the RFQ, and one (1) USB drive that contains in a PDF format all materials included in the response.

All submittals must be received in the Office of the City Secretary **NO LATER THAN 12:00 P.M. CST Friday, October 21, 2022** at the address indicated below. Any submittal received after this time shall not be considered. Submittals sent by facsimile or email will not be accepted.

CITY CONTACT & MAILING/PHYSICAL ADDRESS:

Kaylynn Holloway, City Secretary
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

SCOPE:

Professional services may include research, analysis, and providing recommendations; planning; preliminary, intermediate, and final design of plans and specifications; procurement management; construction management; and/or inspections in the four areas (herein after "Areas") identified below.

1. **Development Plan Review and Construction Inspection –** Generally referring to review of applications, plans and plats submitted with relation to Subdivision Regulations (Article 2); Zoning Regulations (Article 3), and Stormwater Management (Article 7) but may include review of any submissions and inspection of any projects related to the development process. In addition to having expertise in planning and civil engineering salient to the aforementioned Articles, Teams are encouraged to include members with expertise in lighting; sound; architecture; and native landscaping in addition to other review aspects of these Articles.
2. **Transportation Planning, Design, and Engineering –** Including, but not limited to, thoroughfare planning and analysis; demand modeling; roadway and bridge design; assessment of existing traffic conditions, including but not limited to, conducting traffic counts, Right of Way usage, acquisition, and allocation; TXDOT, CAMPO, and other State/Regional Transportation agencies' policies, procedures, and funding mechanisms; serving in an advisory capacity to the City on policy and mechanisms for assessing development's impacts on the transportation network; scoping and review of TIAs and/or similar type analyses.
3. **Stormwater –** Including, but not limited to, serving in an advisory capacity to the City on water quality; drainage and floodplain management; best management practices; emerging technologies and regional policies; related local, State, and Federal policies, programs, requirements, and funding mechanisms.

4. **Pedestrian and/or Bicycle Facilities –** Including, but not limited to, implementation of and update to the Hike & Bike Connectivity Plan; design and construction oversight of surface level, above-grade (e.g. bridge), and below grade (e.g. tunnel) facilities; requirements for State, Federal, and other types of grant funding; application of Texas Department of Licensing and Regulation and Americans with Disabilities Act requirements.

Elaborating on the nature of the tasks described above the consultant is expected to be able to:

- Be availabile for on-call questions from staff and meetings with and on behalf of staff, as directed and requested.
- Coordinate with and provide as directed any and all required documentation, reports, plans, renderings, and presentations to City staff, City Council, Boards and Commissions, the public, property owners, agencies, and businesses as required and requested.
- Coordinate and communicate with other entities, applicants, landowners, residents, and other involved parties, as directed and requested.
- Ensure compliance with associated local, State, and Federal requirements and provide guidance associated with developing trends and/or changes to regulatory practices.
- Provide training to City staff upon request including, but not limited to, technical review guidance, project management, various construction administration activities, engineering related concepts, and other related objectives.

The additional detail provided above is not intended to be exhaustive, but rather provide examples of the subject matter and general direction on the tasks in which the consultant team is expected to possess expertise. Respondents are encouraged to assemble teams and frame their SOQs to directly demonstrate mastery and experience on these topics and in these capacities.

SOQ SUBMISSION REQUIREMENTS:

Respondents may submit for qualification in one or more Areas identified under Scope; Respondents are *not* required to submit qualifications in all Areas to be eligible to respond to the RFQ.

Respondents may submit a SOQ as an individual firm or as part of team comprised of two or more firms. Irrespective of the approach, Respondents that have a demonstrable track record of working together on previous projects and tasks similar in nature are preferred. In the case of multi-firm SOQs, Sections 1 and 2 of the response must identify the proposed Primary firm and proposed sub-consultant(s) structure; however, the City reserves the right at its sole discretion to contract directly with any/all/some/none of the proposed sub-consultants in addition to or in lieu of contracting with the Primary firm.

Respondents are required to provide responses according to the following structure:

- SOQs should be in the form of 8-1/2 x 11 reports with optional foldouts and attachments, when necessary.
- Each Section (defined below) shall be separated by a tabbed divider.
- The proposal should be kept to the minimum number of pages necessary to fulfill the requirements of this RFQ.

Section 1: Statement of Interest, Organizational Structure, and General Approach

Provide a statement of interest (maximum 2 pages), including a highlight of the Respondent's unique qualifications; overall organizational structure; and the general approach the Respondent intends to use in performing the services identified. Quantify the allocation of work the Respondent performs in the public sector versus the private sector. For all firms included as part of the Respondent team, list all private sector clients (and their associated project(s)) conducting development-related business in Bee Cave currently and in the past three years.

Within the statement, include and complete the following table:

	SEEKING QUALIFICATION (Yes/No)
Development Plan Review and Construction Inspection	
Transportation Planning, Design, and Engineering	
Stormwater	
Pedestrian and/or Bicycle Facilities	

This Section must include a statement from the Respondent attesting to the validity of the contents in the SOQ and the Respondent's ability to meet the requirements of the RFQ; the statement must be signed by a partner, principle, or officer of the firm (or Primary Firm if more than one) who holds the authority to make such a statement.

In Appendix A, include a list of all government agencies for which the firm (and any proposed subconsultants) is currently doing work.

Section 2: Description of Qualifications, By Area

Separate the information provided for each "Area" described under Scope into subsections (e.g. 2.1 "Development Plan Review and Construction Inspection"; 2.2 "Transportation and Roads"). For each of the Areas for which the Respondent is seeking qualification, provide information according to the following sequence and instructions. For Areas for which the Respondent is *not* seeking qualification, include the subsection heading and the statement "Not seeking qualification," only.

a. Brief statement summarizing Respondent's approach and, as relevant, any noteworthy commentary on the Respondent's experience not necessarily evident within the provided resumes and example projects/clients.

b. Chart illustrating organizational relationship between individuals proposed to provide services in the Area. Identify City's proposed primary point of contact. Include resumes of all named individuals in Appendix B. Include current titled designation within the firm's fee structure.

c. Minimum of three (3) and no more than five (5) representative projects and/or client service contracts (total for entire Respondent team) that demonstrate ability and expertise of specific personnel/project managers in Area to provide needed services to the City. Include brief description of project and/or contract, including its name, specific relevance to Area, geographic location, duration, the Respondent's project/contract manager, and, if available, a URL to the project/program. Identify all individuals listed in b, above, directly involved in project/service contract and briefly describe their respective roles. Identify client-side point of contact, including email and phone number. At its discretion, the Respondent may include supplemental materials on the project, such as a general project information sheet, in Appendix C; in an effort to keep SOQs concise, Respondents are advised use Appendix C judiciously.

Section 3: Insurance and Legal Status

a. List any actions taken by any regulatory agency or government against or involving the firm(s), its agents, or employees with respect to any work performed.

b. Jurisdictions, disciplines, and trade categories in which your organization(s) is legally qualified to do business within the State of Texas. (Indicate registration or license numbers, if applicable)

c. Proof of Insurance – Worker's Compensation; Commercial General Liability insurance of $1,000,000 per occurrence; Professional Liability Insurance; and Business Automobile Liability of at least $1,000,000 per occurrence.

Section 4: Exceptions to Contract

Attachment 2 of this RFQ includes a base contract with the City of Bee Cave. Respondents seeking changes to this contract shall clearly identify all exceptions and proposed modification to the contract under this section. If no edits are proposed, please note this accordingly under this section.

Appendix A: *Required*

List government agencies for which the firm (and any proposed subconsultants) is currently doing or has done work in the past year.

Appendix B: *Required*

Include all resumes of individuals identified in Section 2 ordered alphabetically by last name.

Appendix C: *Optional*

Include supplemental information describing example projects and contracts referenced in Section 2. Generally speaking, this information should not be redundant to Section 2, but rather elaborate on aspects of the project that are of particular note, but not necessarily captured in the required information.

CLARIFICATION OF RFQ REQUIREMENTS:

If additional information is necessary to assist the Respondent in interpreting these requirements, questions must be in writing and will be accepted by:

Name: Kaylynn Holloway, City Secretary
Email: kholloway@beecavetexas.gov

EVALUATION, SELECTION AND AWARD PROCESS:
A review panel composed of representatives from the City staff will review and rank proposals received based, by Area, on the following criteria. The maximum number of points available in each category is listed to the left:

15	Respondent Firm(s) Breath of Services and Approach
10	Applicability of Respondent Firms(s) Client Cross-Section
20	Respondent Team Members' Mutual Project/Client History; Team Organizational Structure/Approach
25	Respondent Team Members' Individual Qualifications
25	Applicability of Respondent Team's Representative Projects
5	Insurance & Legal Status
100	**TOTAL**

The City will only evaluate SOQs submitted prior to the RFQ deadline. The City may invite one or more of the highest qualified Respondents to attend an interview before final ranking of the Respondents. Selection of the most highly qualified Respondent(s) will be made on the basis of demonstrated competence and qualifications, as solely determined by the City.

City Council will authorize execution of contracts; see Attachment 2 for a base contract. Responding to this RFQ constitutes understanding and agreement to the methods of evaluation and selection.

Appropriate professional fees will be negotiated between the City and selected Respondent following a successful qualification-based selection process. It is expected at that time that a rate schedule will be established. The City expects the contract to allow for billing via hourly, by lump sum, and by not-to-exceed methods, to be determined by task at the City's sole discretion. Professional services are procured in accordance with the Texas Professional Services Procurement Act.

RFQ TIMELINE (Estimated):

RFQ Issued:	September 28, 2022
Deadline for Submittal of questions:	October 5, 2022
RFQ Deadline:	October 21, 2022
Evaluation Process Completed:	October 24-28, 2022
Interviews (if necessary)	November 1-3, 2022
City Council Authorizes Staff to Negotiate Contract(s)	November 8, 2022

STANDARD TERMS AND CONDITIONS:

1. All Information True - Respondent represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, shall be subject to exclusion from the selection process.
2. Cost of Responses - Any and all costs incurred by the Respondents in the preparation and delivery of the proposal are the responsibility of the Respondent and will not be reimbursed by the City.
3. Insurance - By submission of this RFQ, it is assumed the Respondent is affirming its ability to bond and insure the project to the limits provided herein.
4. The decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the Respondents submitting SOQs. The City reserves the right to accept the SOQ that is, in its judgment, the best and most favorable to the interests of the City or reject any and all SOQs.
5. Please be advised that in compliance with State of Texas Government Code, Section 2252.908, the successful Respondent awarded a contract by the City must complete Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at: www.ethics.state.tx.us

Attachment 1

June 2019 Council Strategic Planning Workshop

Introduction -

- Current Budget and Project Update
- Staffing & Recruitment Status
- FY 2019-20 Preview & Mission

Underway/In-Process-

- *Transportation* - RR 620 Improvements
    - Alignment
    - 2.5M Committed by EDB
- *Transportation* – Traffic counts/study & thorough pavement condition survey
- *Connectivity* - Connectivity Plan/Trail Improvements
- *Facilities* - Police/Municipal Court Site Assessment
    - Existing site selected
    - Estimated cost approx. 8M
- *Planning* - Comprehensive Code Update

Potential Discussion Points

- *Property* - Brown
    - Master Plan
    - Conservation easement & impervious cover credits
- *Property* - Skaggs
- *Infrastructure* - Great Divide LWC
- *Transportation* - Hamilton Pool Road @ TX-71 intersection improvements
    - Potential realignment with TXDOT/County Project
- *Transportation* – Off 71 connectivity of HPR & 2244
- *Transportation* - RR 620 Improvements
    - $2.5M of $5.0M commitment unidentified at this time
- *Parks* - Master Plan for parks
    - Central Park improvements
    - Parking
- *Parks* – Play for all abilities park @ central park
- *Facilities* - Library Master Plan
    - Space needs & 2014 study
- *Facilities* - City Hall
    - Court and Administration Changes
    - Master Plan
- *Administration* - Hotel Occupancy Tax
- *Infrastructure* – Capital Improvements Plan NPS Ordinance & Redevelopment Sites
- *Planning* – Market analysis
    - Hamilton Pool Road
    - TX-71

ATTACHMENT 2
CITY OF BEE CAVE
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
§
TRAVIS COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Bee Cave, Texas, (the "City") a home rule municipality organized and existing under the laws of the State of Texas, and _____ ("Professional").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit "B" and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due

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within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses*: Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. <u>Changes to the Project Work; Additional Work</u>.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. <u>Time of Completion</u>.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. <u>Insurance</u>.

Before commencing work under this Agreement, Professional shall obtain and maintain the

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liability insurance provided for in attached Exhibit C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than $1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than $1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be $1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than $1,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Cyber Security Liability Insurance: Professional shall carry and maintain during the term of this Agreement, cyber security liability insurance on a per occurrence basis with limits of liability of not less than $1,000,000 for each occurrence, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Professional.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form. The City shall be named as an "additional insured" except for the Professional Liability policy. Evidence of such insurance shall be attached as Exhibit "C".

Section 7. <u>Miscellaneous Provisions</u>.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. The Professional may utilize all of its work product and deliverables for archival, marketing and promotional purposes.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City and shall remain as placed in all iterations and uses of the documents and data. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate

Agreement terms.

Section 8. <u>Termination.</u>

(A)This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. <u>Indemnification</u>. Professional shall indemnify, defend and hold harmless the City of Bee Cave, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all

liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or

violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time upon reasonable notice. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1)

the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

23. <u>Dispute Resolution</u>. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

24. <u>Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire</u>. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

25. <u>Certificate of Interested Parties (TEC Form 1295)</u>. For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Professional a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Professional understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Professional with respect to the proper completion of the TEC Form 1295.

26. <u>Texas Government Code Mandatory Provision</u>. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Professional hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Professional hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Professional hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Professional hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

EXECUTED, by the City on this the _____ day of _____, 20____.

CITY:	**PROFESSIONAL:**
By:_____	By:_____
Name: _____	Name:_____
Title: _____	Title:_____

ADDRESS FOR NOTICE:

CITY	**PROFESSIONAL**
City of Bee Cave	_____
Attn: Clint Garza, City Manager	Attn: _____
4000 Galleria Parkway	_____
Bee Cave, TX 78738	_____

with a copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
Attn: Bee Cave City Attorney
2500 W. William Cannon Dr., Suite 609
Austin, Texas 78745-5320

Exhibit “A”

Scope of Services

Exhibit “B”

Compensation

Exhibit “C”

Evidence of Insurance

ADDENDUM 1

REQUEST FOR QUALIFICATIONS

for On-Call and As Needed Professional Engineering & Consulting Services

ADDENDUM ISSUED: October 14, 2022

SUMMARY:

On September 28, 2022 the City of Bee Cave (City) issued a Request for Qualifications (RFQ) for On Call and As Needed Professional Engineering & Consulting Services for a variety of tasks and projects. This is the first addendum to address questions received to date.

1. *Clarification on the 2-page limit applying to the Statement of Interest rather than the entire Section 1 Content (page 4 of the RFQ)?*

   An organizational chart and Appendix A does not count towards the 2-page limit associated with the Statement of Interest.

2. *Does the highlighted section below mean for us to include each staff member's official title with the firm? For example: If we are proposing someone as QA+QC I would also list that his official title at our firm is Project Manager even though we will have a different staff member serving as the PM for this submittal?*

   > *"**b.** Chart illustrating organizational relationship between individuals proposed to provide services in the Area. Identify City's proposed primary point of contact. Include resumes of all named individuals in Appendix B. Include current titled designation within the firm's fee structure."*

   The firm is responsible for deciding how best to designate team members. The ultimate purpose is to be clear once the City selects a firm on how everyone will be billed based on the fee schedule(s) provided at the time of contract execution.

3. *For proposed projects is there a preferred limit on the date of completion?*

   There is not a specific limit as project dates of completion will be on a case by case basis and the schedule would be discussed at the time of need. We are confident a schedule could be worked out that would be amenable to both parties.

4. *In Appendix C: Supplemental Information, can we provide additional information unrelated to the proposed projects in section 2? Example: Firm staff information or our QA+QC Process?*

Appendix C would be an appropriate place to provide additional information of this nature; however, reviewers will likely be more interested in information specifically related to the four areas of expertise outlined in the RFQ.

END OF ADDENDUM NO. 1

ADDENDUM 2

REQUEST FOR QUALIFICATIONS

for On-Call and As Needed Professional Engineering & Consulting Services

ADDENDUM ISSUED: October 19, 2022

SUMMARY:

On September 28, 2022, the City of Bee Cave (City) issued a Request for Qualifications (RFQ) for On Call and As Needed Professional Engineering & Consulting Services for a variety of tasks and projects. This is the first addendum to address questions received to date.

1. *Clarification on the 2-page limit applying to the Statement of Interest rather than the entire Section 1 Content (page 4 of the RFQ)?*

   Additional clarification from Addendum 1: The statement of interest, highlight of the unique qualifications, and the general approach, combined, shall not exceed two (2) pages. The overall organizational structure and Appendix A do not count towards the two (2) page limit.

2. From Addendum No. 1: *For proposed projects is there a preferred limit on the date of completion?*

   The City may have misinterpreted this question. In regard to listing specific representative project experience and scopes, there is not a required timeframe (i.e. only list projects completed within the last 5 years) but it is recommended that Proposers include their most recent representative projects.

END OF ADDENDUM NO. 2

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Public hearing, discussion, and possible action on Ordinance No. 494 to rezone the the property located at 13925 W State Hwy 71 from Residential Estate (R-1) and Neighborhood Mixed-Use (MU-N) to Neighborhood Mixed-Use (MU-N) to correct a scrivener's error**
Council Action:	**Discussion and possible action**
Department:	**Planning and Development**
Staff Contact:	**Amanda Padilla, Senior Planner**

1. INTRODUCTION/PURPOSE

See transmittal letter.

2. DESCRIPTION/JUSTIFICATION

a) Background

See transmittal letter.

b) Issues and Analysis

See transmittal letter.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

See transmittal letter.

5. RECOMMENDATION

The Planning and Zoning Commission and staff recommend approval of the rezoning from Residential Estate (R-1) to Neighborhood Mixed-Use (MU-N) zoning district to correct a scriveners' error in the official zoning map for the property located at 13925 State Highway 71.

ATTACHMENTS:

Description	Type
Qualtech Transmittal Letter	Cover Memo
Draft Ordinance 494	Ordinance
April 2003 Zoning Map	Backup Material

City Council Meeting
November 8, 2022
Agenda Item Transmittal

Agenda Item #:	#
Agenda Title:	Public hearing, discussion, and possible action on Ordinance No. 494 to rezone the existing zoning from Residential Estate (R-1) to Neighborhood Mixed-Use (MU-N) for the property located at 13925 W State Hwy 71.
Commission Action:	Discuss and Consider Action
Initiating Department:	Planning & Development
Staff Contact:	Amanda Padilla, Senior City Planner

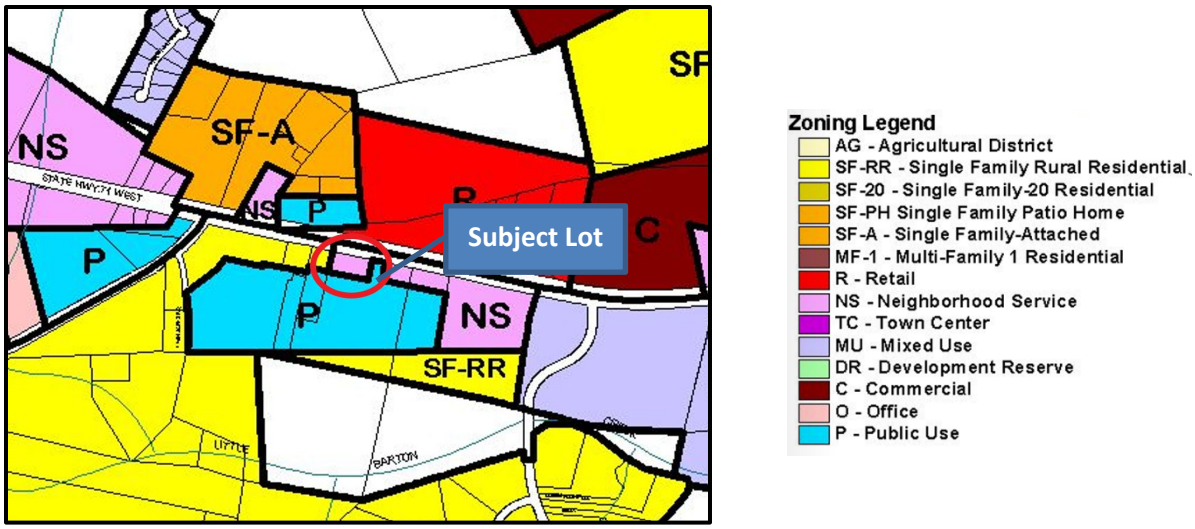
1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to correct a scrivener's error in the Bee Cave Zoning Map for the property known as the "Qualtech Automotive" a 1.00-acre tract of land located at 13925 W State Highway 71. The Zoning Map incorrectly depicts a split zoning for the property, R-1, Residential Estate, and MU-N, Neighborhood Mixed-use. The entire property should be labeled Neighborhood Mixed-use.

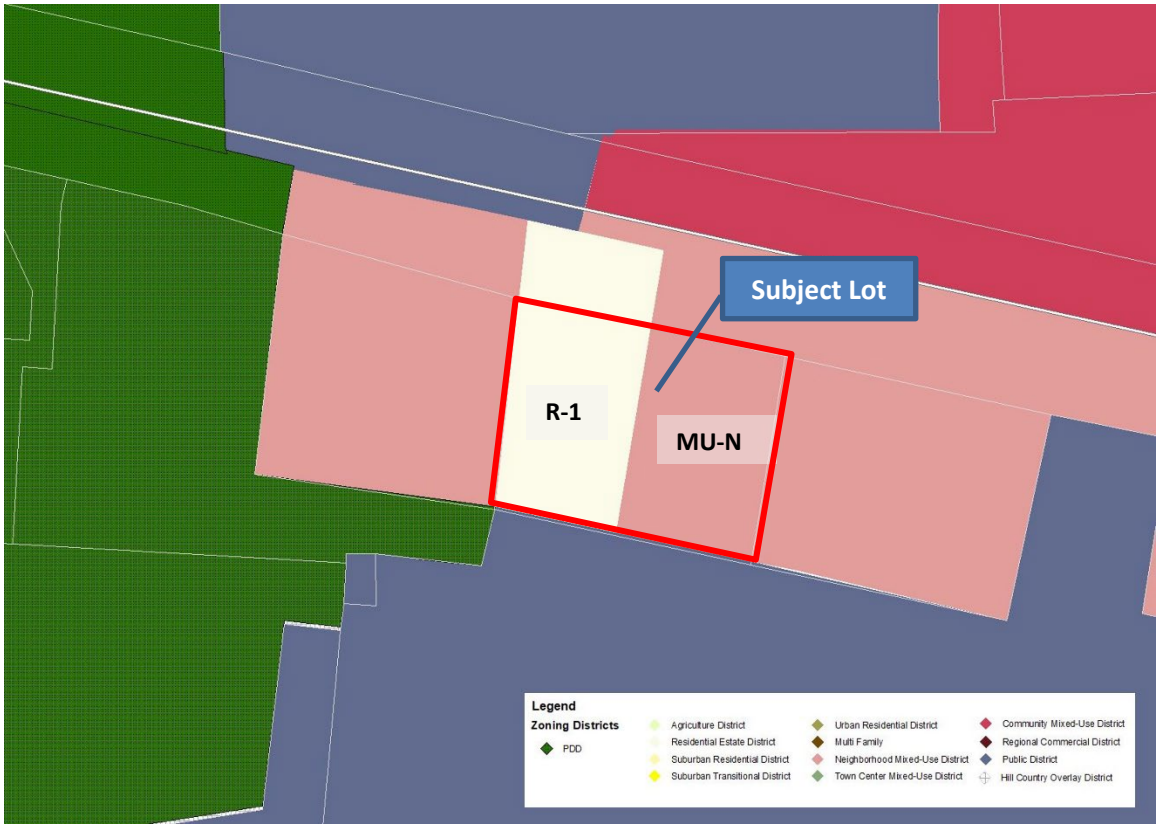
2. DESCRIPTION/ JUSTIFICATION

A. Background.

The property located at 13925 W State Highway 71 within the final plat of a replat of Lot 1, Bee Cave – LTYA West Addition Subdivision (Qualtech Automotive) was zoned as Neighborhood Services in April 2003 (referenced file 2). The 2003 Official Zoning Map is the earliest copy that indicates the property was zoned Neighborhood Services. In 2000 the city adopted the zoning code that helped to establish the zoning districts indicated on the 2003 map (Ordinance No. 00-08-29A).



When staff was conducting the research and review for the rezoning of the lot located to the west, 14211 W State Highway 71 ("Yellow Store",) staff discovered that the subject property had been incorrectly designated as split zoned, Residential Estate (R-1) and Neighborhood Mixed-Use (previously SF-RR and NS), due to a scrivener's error in 2013-2014 (See image below). The error was due to the incorrect interpretation of the zoning boundaries when staff was creating the first electronic mapping data. Staff has reached out to the owner of the lot and has received consent to move forward with the rezoning.



The portion of land that is depicted as being zoned Residential Estate (R-1) is inconsistent with the zoning of the surrounding properties, incompatible with the surrounding uses, and inappropriate for the major regional arterial highway context. The current zoning for Residential Estate is intended to be located at the urban fringe of the City, promote a rural character, and contain lots that are one (1) acre or greater.

Staff recommends rezoning the entire property to Neighborhood Mixed-Use which is a compatible zoning district for the area, allows for uses that are appropriate (see below chart for allowable uses and surrounding lots), and aligns with the original intention of the property.

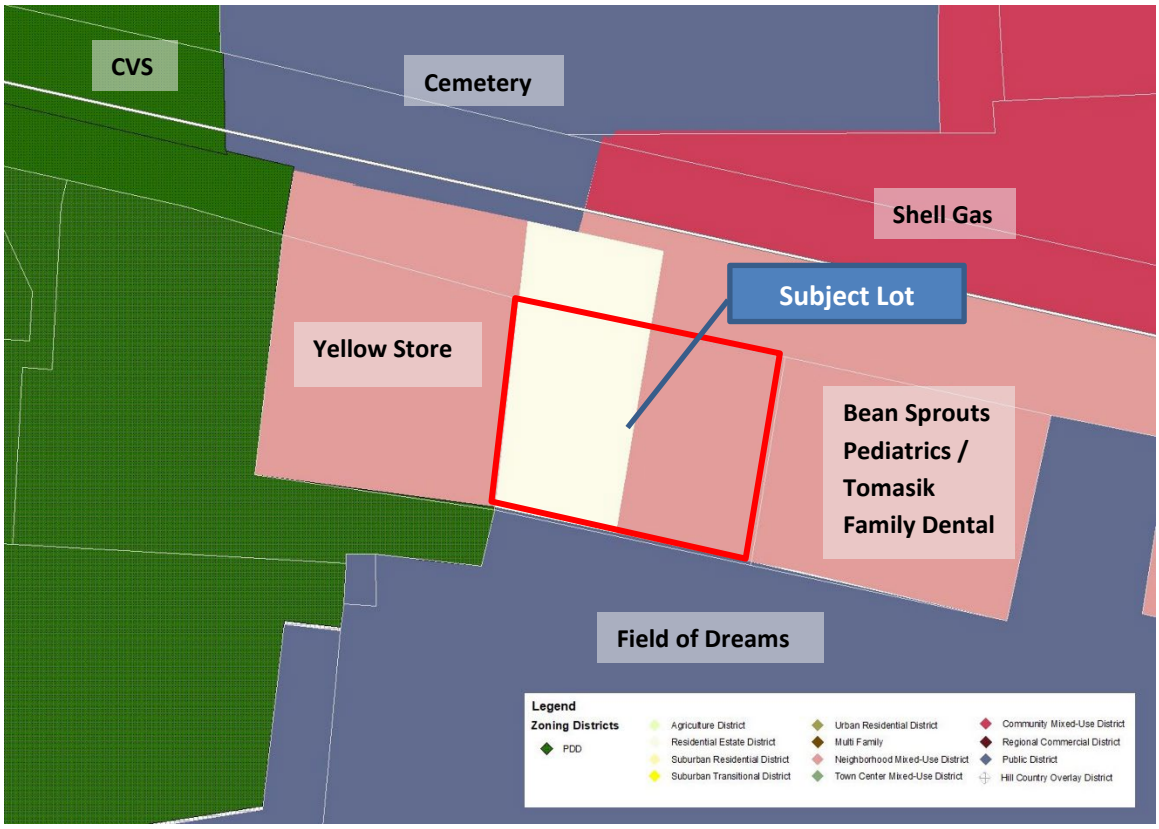
The intent of the Neighborhood Mixed-Use (MU-N) District is the following:

3.2.10.A. Intent.

The Neighborhood Mixed-Use District (MU-N) is intended to provide a transition between single-use residential districts and the City's major thoroughfares. The MU-N district accommodates neighborhood-scale commercial uses and complementary residential uses such as stacked units above retail or commercial space on the ground floor. The district is designed to serve residents within a 5-minute drive or 10-minute walk. Lots are to be served by Public Facilities such as public streets with curb and gutter and with water and wastewater infrastructure. Buildings should be designed with a high level of sensitivity to the character of the surrounding neighborhood. This district is intended to contribute to community character by providing convenient pedestrian access to commercial services and the critical mass of population needed to support those services.

B. Issues and Analysis.

Adjacent Properties Uses and Zoning:



Adjacent Properties	Uses	Zoning
North (across SH-71)	White Rock Cemetery, Shell Gas Station, CVS Pharmacy	Public (P), Planned Development District (PDD), Community Mixed-Use (MU-C)
South	Field of Dreams (Sports Park)	Public (P), Planned Development District (PDD) Hill Country Overlay
East	Beansprout Pediatrics, Tomasik Family Dental	Neighborhood Mixed-Use (MU-N)
West	Yellow Store (Vacant Use)	Neighborhood Mixed-Use (MU-N)

The land surrounding the subject tract contains retail and commercial uses.

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

None.

5. RECOMMENDATION

The Planning and Zoning Commission and staff recommends approval of the rezoning from Residential Estate (R-1) to Neighborhood Mixed-Use (MU-N) zoning district to correct a scriveners' error in the official zoning map for the property located at 13925 State Highway 71.

6. REFERENCE FILES

1. Draft Ordinance No. 494
2. 2003 Official Zoning Map

ORDINANCE NO. 494

AN ORDINANCE OF THE CITY OF BEE CAVE, TEXAS ("CITY") AMENDING THE ZONING OF REAL PROPERTY, IN CONFORMANCE WITH THE CITY OF BEE CAVE COMPREHENSIVE PLAN, SECTION THREE-ONE, FUTURE LAND USE PLAN, FROM CURRENT ZONING AS RESIDENTIAL ESTATE (R-1) DISTRICT TO NEIGHBORHOOD MIXED-USE (MU-N) DISTRICT FOR A 1.00 ACRE TRACT KNOWN AS LOT 1-A OF THE FINAL PLAT OF LOT 1, BEE CAVE – LTYA WEST ADDITION SUBDIVISION; AND LOCATED AT 13925 WEST STATE HIGHWAY 71, BEE CAVE, TEXAS; AND WHICH TRACT OF LAND IS DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR FINDINGS OF FACT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bee Cave is lawfully incorporated as a Home-Rule municipality and the City Council is the governing body of the City; and

WHEREAS, the City Council seeks to provide for the orderly development of land and use of property within its corporate limits; and

WHEREAS, the City is empowered by Section 211.005 (Districts) of the Texas Local Government Code to divide the municipality into districts of a number, shape, and size the City Council considers best for carrying out the zoning purposes under state law; and within each district, the City Council may regulate the erection, construction, reconstruction, alteration, repair, or use of buildings, other structures, or land; and

WHEREAS, the City recognizes its responsibility and authority to impose ordinances and controls that are necessary for the government of the City, its interest, welfare, and good order of the City; and

WHEREAS, pursuant to the City of Bee Cave Unified Development Code, Article 3, "Zoning Regulations" section 3.1.8.A3(iii), staff may, at the direction of the City Manager, initiate amendments to the zoning provisions; and

WHEREAS, during the review of the official Zoning Map it was discovered that during the conversion of the physical zoning map to digital data, in 2013-2014, that the zoning of 13925 State Highway 71 had been recorded as split zoned, Single-Family Rural Residential and Neighborhood Services, when in fact the entire property was zoned Neighborhood Services.

WHEREAS, this scrivener's error was carried forward and incorrectly shown on subsequent zoning maps, including the recent zoning map with UDC zoning designations, Residential Estate (R-1) and Neighborhood Mixed-Use (MU-N), adopted on June 28, 2022; and

WHEREAS, City Council wishes to correct this scrivener's error by re-designating the real property described herein due to it being prudent and, in accordance with Texas Local Government Code section 211.004(a)(3); and

WHEREAS, the City of Bee Cave Planning and Zoning Commission and the City of Bee Cave City Council ("City Council"), in compliance with the City of Bee Cave Unified Development Code section 3.1.8, Texas Local Government Code section 211.006(a), et seq., and all applicable laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held two public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council is of the opinion and finds that a zoning change as described herein should be granted and that the Comprehensive Zoning Ordinance and Map should be amended as set forth herein; and

WHEREAS, any protest made against the proposed change of Zoning Classification has been duly considered by the City Council;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS:

SECTION 1. Findings of Fact. All of the above premises are hereby found to be true and correct legislative and factual findings of the City and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. Amendment. That the City Zoning Ordinance and Map of the City of Bee Cave, Texas, be and the same are hereby, amended so as to grant a change of zoning from Residential Estate (R-1) District to Neighborhood Mixed-Use (MU-N) District for the 1.00-acre real property hereinafter described, and depicted in Exhibit "A," attached hereto.

SECTION 3. Severability. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjusted or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of Article 3, Zoning Regulations, of the City of Bee Cave Unified Development Code and Map as a whole.

SECTION 4: Repealer. All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

SECTION 5. Notice and Meeting Clause. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 6. Effective Date. That this Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Bee Cave, Texas, on the ____day of _____, 2022.

CITY OF BEE CAVE, TEXAS

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

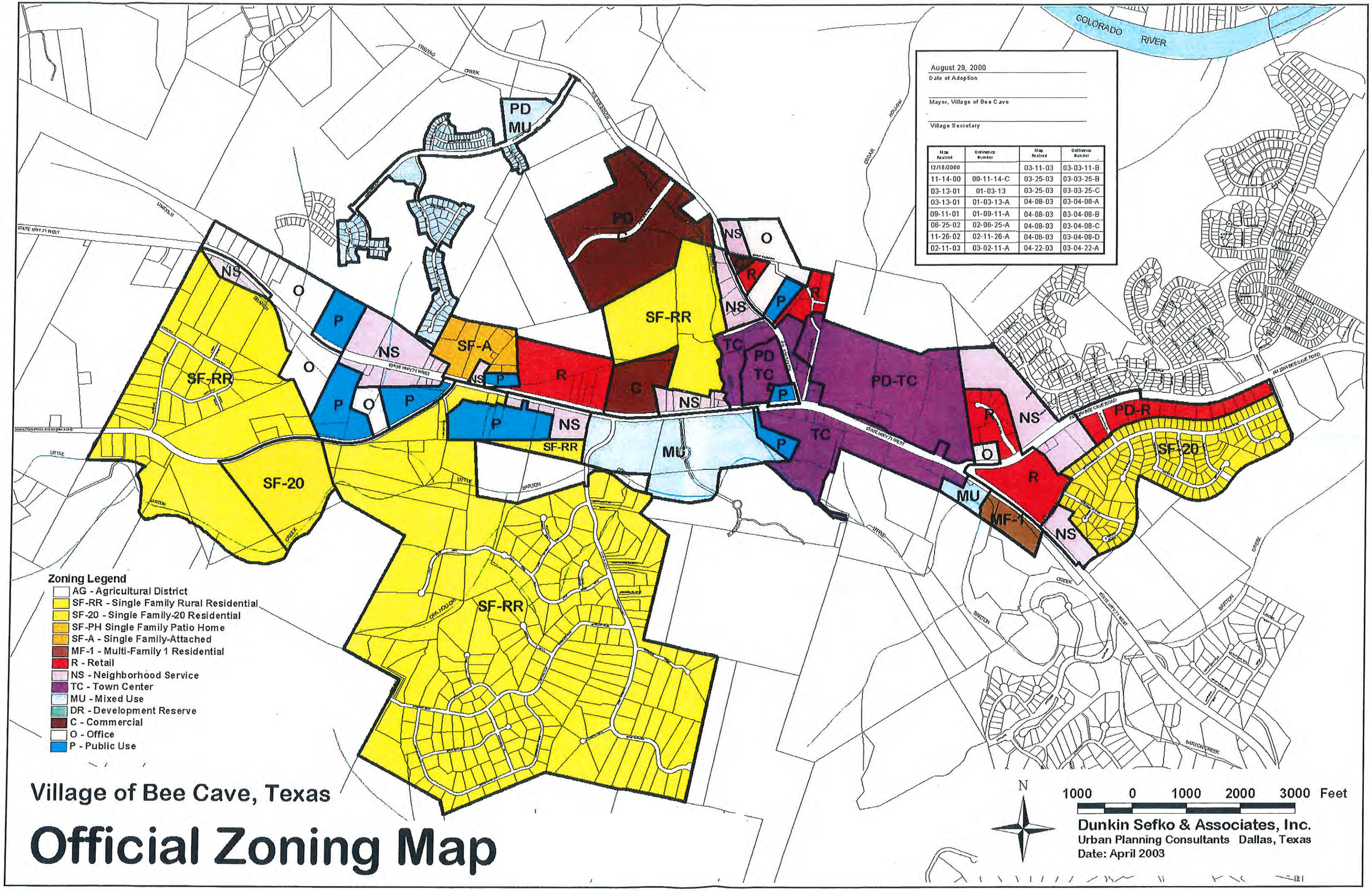
APPROVED AS TO FORM:

_____
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, PC

Exhibit "A"

Property Description

BEING A TRACT OR PARCEL OF LAND CONTAINING 1.00 ACRE (43,546 SQ. FT.) OF LAND, BEING THE REMAINDER OF LOT 1, BEE CAVE – LTYA 71 WEST ADDITION, A RECORDED SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDED IN VOLUME 94, PAGES 43-44, T.C.P.R., AND BEING THE SAME TRACT CONVEYED TO ROBERT W. MAYO BY DEED RECORDED IN DOCUMENT NO. 2003001394, T.C.O.P.R.


COLORADO RIVER
August 29, 2000
Date of Adoption
Mayor, Village of Bee Cave
Village Secretary
Map Revised | Ordinance Number | Map Revised | Ordinance Number
12/18/2000 | | 03-11-03 | 03-03-11-B
11-14-00 | 00-11-14-C | 03-25-03 | 03-03-25-B
03-13-01 | 01-03-13 | 03-25-03 | 03-03-25-C
03-13-01 | 01-03-13-A | 04-08-03 | 03-04-08-A
09-11-01 | 01-09-11-A | 04-08-03 | 03-04-08-B
06-25-02 | 02-06-25-A | 04-08-03 | 03-04-08-C
11-26-02 | 02-11-26-A | 04-08-03 | 03-04-08-D
02-11-03 | 03-02-11-A | 04-22-03 | 03-04-22-A
Zoning Legend
AG - Agricultural District
SF-RR - Single Family Rural Residential
SF-20 - Single Family-20 Residential
SF-PH Single Family Patio Home
SF-A - Single Family-Attached
MF-1 - Multi-Family 1 Residential
R - Retail
NS - Neighborhood Service
TC - Town Center
MU - Mixed Use
DR - Development Reserve
C - Commercial
O - Office
P - Public Use
Village of Bee Cave, Texas
Official Zoning Map
N
1000 0 1000 2000 3000 Feet
Dunkin Sefko & Associates, Inc.
Urban Planning Consultants Dallas, Texas
Date: April 2003

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action on the Preliminary Plat of Sanctuary at Spanish Oaks, a 21.80-acre tract located at 13025 Flowering Senna Bend, Bee Cave, Texas.**
Council Action:	**Discuss and Consider Action**
Department:	**Planning and Development**
Staff Contact:	**Sean Lapano, City Planner**

1. INTRODUCTION/PURPOSE

See attached Transmittal Letter

2. DESCRIPTION/JUSTIFICATION

a) Background

See attached Transmittal Letter

b) Issues and Analysis

See attached Transmittal Letter

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

See attached Transmittal Letter

5. RECOMMENDATION

See attached Transmittal Letter

ATTACHMENTS:

Description	Type
Sanctuary at Spanish Oaks Preliminary Plat TL	Cover Memo
Sanctuary at Spanish Oaks Preliminary Plat	Exhibit
Technical Review Memo & Platting Review Checklist	Report
Engineer's Summary Letter	Backup Material
Consent Agreement	Backup Material
Development Agreement	Backup Material

City Council
November 8, 2022
Agenda Item Transmittal

Agenda Item: 6

Agenda Title: Discuss and consider action on the Preliminary Plat of Sanctuary at Spanish Oaks, a 21.80-acre tract located at 13025 Flowering Senna Bend, Bee Cave, Texas.

Council Action: Discussion, Consider Action

Department: Planning & Development

Staff Contact: Sean Lapano, City Planner

1. INTRODUCTION/PURPOSE

Preliminary Plat of Sanctuary at Spanish Oaks, a 21.80-acre tract located at 13025 Flowering Senna Bend, generally south of the Shops at the Galleria and north of the Spanish Oaks Golf Club.

2. DESCRIPTION/ JUSTIFICATION

a) Background

In December 2016, the city entered into a Development Agreement with Cassandra Interests, Ltd. for a 92.425 acre tract of land generally located southeast of the Shops at the Galleria. The terms of the DA provide that in the event the "Owners file any type of subdivision plat, permit application or related development document (except for permit applications related to agricultural, wildlife management or timber purposes) for the Property, or a portion of the Property, with a governmental entity that has jurisdiction over the Property or such portion, regardless of how the Property is appraised for ad valorem tax purposes, that in addition to the City's other remedies, such action will constitute a petition for voluntary annexation by the Owners and the Property or such portion, will be immediately subject to annexation at the discretion of City Council."

In April 2020, the property owner submitted a Chapter 245 vested rights determination for the property. This determination was denied by the City Manager in May 2020 and pursuant to Code provision 30.01.007(d)(8), the landowner submitted an appeal of the determination of the City Manager to the City Council. On August 11, 2020, City Council directed staff to work with the applicant toward preparing a Consent Agreement with the intent of resolving the dispute concerning development rights and applicable regulations in order to avoid the cost and uncertainty of litigation to both parties (per Code Sec. 30.01.007(d)(9)). On January 12, 2021, City Council approved a Consent Agreement.

The Consent Agreement stipulates that the development shall comply with ordinances adopted on October 1, 2022, except for modifications listed below:

Zoning	32.03.004(d)(1)(A) Minimum Lot Area Lots designated as residential shall average 26,000 square feet or greater. No lot shall be less than 19,000 sf feet.
Subdivision	30.03.001 (c) (10) (C) Private Streets: Access onto Public Thoroughfare. The private street subdivision shall provide a number of access points that complies with the International Fire Code and amendments, as applicable, adopted by the City of Bee Cave and in effect at the time of Preliminary Plat approval. Restricted access entrances shall not be allowed. Right-of-way width for the streets shall be a minimum of fifty feet (50') with a minimum of twenty-six feet (26') of pavement width. 30.03.001 (o) Block Length The maximum length of any block or street segment shall be two thousand four hundred feet (2,400'), as measured along the street centerline and between the point(s) of intersection with other through, not dead-end or cul-de-sac, streets and there shall be no minimum length of any block or street segment. 30.03.001 (p) Cul-de-sac Design. A cul-de-sac street shall not be longer than eight hundred and fifty feet (850'), and at the closed end shall have a turnaround bulb with an outside pavement diameter of at least eighty feet (80') and a right-of-way diameter of at least one hundred feet (100’). The length of a cul-de-sac shall be measured from the centerline of the intersecting street to the centerline of the cul-de-sac bulb.
Non-point Source Pollution	20.04.045(a) & (b) Water Quality Buffer Zones (a) All development activities, including temporary construction activities and landscaping activities, shall be restricted from the WQBZ, except (1) the following development activities, which shall be allowed (A) Up to six (6) residential lots, each of which may have up to a maximum of 20 percent impervious cover. All impervious cover must be a minimum of 100 feet from the two-year floodplain; and (B) Water Quality controls utilized for compliance with § 20.04.050. Controls must be located a minimum of 100 feet from the two-year floodplain and comply with all other standards in City Code and the City's adopted Technical Construction Standards and Specifications Manual, including those related to location. (2) and the following development activities, which may be allowed if approved by the city:

	(A) Roadway and driveway crossings; (B) Hike and bike trails in accordance with the comprehensive plan; (C) Maintenance and restoration of natural vegetation; (D) Water quality control monitoring devices; (E) Removal of trash, debris, and pollutants; (F) Utilities, as subject to the restrictions of subsection (b) of this section; (G) Fences that do not obstruct flood flows; (H) Public and private parks and open space, with development in the parks and open space limited to hiking, jogging, or walking trails, and excluding stables and corrals for animals; (I) Private drives to allow access to property not otherwise accessible. (b) All utilities, roads, and joint access drives shall be located a minimum of one hundred feet (100') from the two-year floodplain. Wastewater lift stations shall be located outside the WQBZ. On-site wastewater disposal systems shall be located outside the WQBZ. Wastewater trunk lines and lateral tines shall be located outside the WQBZ to the maximum extent practical except for crossings. All wastewater trunk lines located in the WQBZ shall meet design standards and construction specifications of testing to a zero (0) leakage allowable.
Permitting Review and Assistance	The project is required to follow the review process and fee schedule in effect at the time the respective application submittal or as otherwise prescribed by State law. The exceptions to Code noted above shall be memorialized as notes on the Preliminary and Final Plat.
Performance Metrics	The Developer and City will develop mutually acceptable performance covenants, including without limitation the following: Execution of this consent agreement will be considered a development application pursuant to Section (2)(3) of the development agreement and will be considered a request to initiate annexation proceedings for the portion of the property that is in the Extraterritorial Jurisdiction. Property will be zoned SF-20 upon annexation. Submit preliminary and final plats, and Subdivision Construction Plans

At the June 28, 2022, City Council Meeting, City Council approved Ord. 482 authorizing the annexation of the 92.425-acre tract of land.

In July 2022, City Council approved the post-annexation rezoning of the 92.425-acre tract from Agriculture (Ag) to Suburban Residential (R-2) [formally known as the SF-20 zoning district], consistent with the terms of the Consent Agreement.

The applicant is proposing to subdivide a 21.80-acre portion of the annexed tract, , to create a 10-lot subdivision including 8 large single-family lots, 1 private street lot (lot 10) and 1 drainage/open space lot (lot 9). The single family lots will compromise a total of 19.21 acres with all the lots being greater than 1 acre and meeting all standards within the (R-2) SF-20 zoning district and Consent Agreement.

b) Issues and Analysis

Project Summary

Location:	Located south of the Shops at the Galleria and north of the Spanish Oaks Golf Club and comprised of Travis County Appraisal District Parcel No. 563801 and 495044.

Scope:	• Approximately 23.24 acre tract
	• 10 total lots
	  ○ 8 single-family lots
	  ○ 1 drainage/ open space easement lots
	  ○ 1 private access lot
	• All SF lots exceed one (1) acre in area

Adjacent Neighbors:	• North – Shops at the Galleria, Town Center Mixed Use (TC-MU) • West – ETJ (Spanish Oaks) • East – East Village, Multifamily Residential District (R-5) • South – ETJ (Spanish Oaks Golf Club)
Future Land Use:	• Urban Neighborhood
Current Zoning:	• R-2 but subject to SF-20 per Consent Agreement ○ SF-20 Development Standards are listed here.
Existing Use:	• Undeveloped/vacant

Existing Conditions

- **Hydrology**: The subject tract is an undeveloped tract located on a moderately sloped area with slopes typically between 10 and 15 percent. The soil classification is Brackett Soils (Hydrologic Group D), Volente Soils (Hydrologic Group C), and Eckrant Clay (Hydrologic Group D).
- **Watershed**: Little Barton Creek
- **Topography**: The tract has a highpoint in the southwestern region which slopes at 10-15% towards Little Barton Creek which bounds the property on the northern, southern, and eastern sides.
- **Vegetation**: A large portion of the site consists of tree coverage with general open areas of dense vegetation and brush in the vicinity of the highpoint.
- **Critical Environmental Features**: There are no noted critical environmental features.

Uses

- **Types**: Single-family residential – consistent with R-2 (SF-20) zoning.
- **Maximum Building Height**: Primary Structures: 2.5 stories and up to 35'. Accessory buildings including detached garages and accessory dwellings: 25'

Lot Configuration

- **Average/Median residential lot size**: 2.4 acres. All residential lots are 1+ acre. (SF-20: min. 20,000 SF)
    - **Typical Residential Lot Width**: All residential lots meet the lot width requirements. (SF-20: min. 100').
    - **Typical Residential Lot Depth**: All residential lots meet the minimum lot depth requirement. (SF-20: min. 150')

Setbacks & Landscape Buffers

- **Front Setback:** 40' (SF-20: min. 40')
- **Rear Setback:** 25' (SF-20: min 25', min 10' from a main building to an accessory building)
- **Side Setback:** Min 25' (SF-20: 10% of the lot width, but need not exceed 25')

Vehicular Circulation

- **Access**: The Subject tract will take access to the Spanish Oaks Subdivision by Flowering Senna Bend. The Subdivision will only have one point of access. Per the Consent Agreement the subdivision shall provide a number of access points that complies with the International Fire Code (IFC) and amendments; the 2015 IFC stipulates developments of one- or two-family dwellings where the number of *dwelling units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads, there are only eight residential lots proposed so a single point of access is acceptable.
- **Private Roads**: The development proposes a single private roadway, an extension of Flowering Senna Bend, a roadway located behind the gate of Spanish Oaks.. A property owners association will be formed at the time of final plat that will be responsible for maintenance of the private street.
- **Road Section / Design:** One private road proposed, an extension of Flowering Senna Bend. The right-of-way width is proposed to be 60 feet. The width of pavement from back of curb from back of curb is 25 feet. Per the Consent Agreement a pavement width of 26 ft. is required, correction of this item is a condition of approval.

Pedestrian Circulation

- **Sidewalks**: The applicant is not proposing any roadside sidewalks within the development. This requires an exception to be granted by City Council. This exception request is further detailed below.

Open Space & Trees

- **Parkland Dedication:** Per Sec 30.04.004, the subtract tract will be required to provide 1.5 acres per 100 dwelling units of parkland. This would result in total of 0.12 acres for the subject tract. The applicant shall be required to pay fee-in-lieu for the entire tract. Per Section 30.04.0004 (d) the City may accept fee-in-lieu in instances where the amount of parkland required to be dedicated is 3 acres or less.

Drainage, Water Quality Treatment, and Stormwater Detention

The project proposes just 17.1% impervious cover across the 21.8 acre site. Bee Cave City Ordinances do not require structural water quality controls for single-family residential developments which propose less than 20% impervious cover. Although the City does not require water quality controls, TCEQ may still require water quality treatment to satisfy pollutant removal requirements associated with an Edwards Aquifer Contributing Zone Plan; however, TCEQ removal requirements only require removal of 80% of total suspended solids.

Buffer zones, in compliance with the City of Bee Cave's ordinances, have been shown on the plan and there are no crossings. The portion of single family lots encroaching on buffer zones will be restricted from placing any improvements within the buffer via a note on the final plat requiring placement of a fence along the water quality buffer zone.

As part of the development plan, a hydrologic and hydraulic analysis of Little Barton Creek was undertaken to determine the extents of the Atlas 14 100-year floodplain. A portion of the project is within the boundaries of the 100-year floodplain as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Map Number #48453C0415J and 48453C0420J, dated January 22, 2020 for Travis County, Texas. All proposed development with exception of the Flowering Senna Bend private street extension will be outside of the FEMA 100-year floodplain and the calculated Atlas-14 floodplain. The stormwater modeling indicates no stormwater detention is required for the Little Barton Creek watershed development due to the project being downstream of the watershed and the timing of the stormwater runoff peaks being released from the site versus the flow in Little Barton Creek. Free release of the stormwater from the proposed site results in a decrease in peak flow for the 25 and 100 year storm events in Little Barton Creek at the study area.

Phasing

Development is proposed to be constructed in a single phase.

Utilities

Water and wastewater service is to be provided by the West Travis County Public Utility Agency (WTCPUA). Austin Energy will provide electric service and gas service will be provided by Texas Gas.

Requested Subdivision Exceptions

The applicant has requested the following exceptions from the City of Bee Cave Code of Ordinances:

***30.03.005(a)* Walkways:** 4' sidewalks required on at least one side of street

***30.03.004(b)* Blocks:** This exception is unnecessary because the block length is addressed via 30.03.001(o) that was modified by the Consent Agreement.

***30.03.001(o)* Streets (Block Length):** This exception is unnecessary because this was modified by the Consent Agreement.

***30.03.001(r)* Streets (Dead-end Streets):** Except in unusual cases, no dead-end streets will be approved unless such dead-end streets are provided to connect with future streets on adjacent land.

***30.03.001(u)* Streets (Two Points of Access)**: This exception is unnecessary because the minimum number of points of access are addressed via 30.03.001(c)(10)(C) that was modified by the Consent Agreement. The plat conforms to the minimum points of access required by the International Fire Code.

3. TIMELINE CONSIDERATIONS

In September 2019, House Bill 3167 went into effect. HB 3167 has several implications on the process for approving plats, among which is the requirement for the governing bodies responsible for approving plats to 1) approve; 2) approve with conditions; or 3) deny plats based on their conformance with applicable ordinances within 30 days from the date the plat was filed; this application was filed on July 19th, 2021. If action is not taken by the Planning & Zoning Commission within 30 days, the plat is automatically approved. In the event the body approves with conditions or denies, it must "provide a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulate each specific condition of the conditional approval or reason for disapproval. "Each condition or reason must 1) be directly related to the requirement under the State Statute 212 of the Local Government Code; 2) include a citation to the law, including a statement or municipal ordinance, that is the basis for the conditional approval or disapproval; and 3) may not be arbitrary.

Because local ordinances also list City Council as an approval body for plats, City Council must take action on the plat within 30 days of P&Z's action – if they do not, the plat is automatically approved. Alternately, at the applicant's election, the applicant may request one extension up to a maximum of 30 days to address conditions; however, the applicant has not requested an extension.

4. RECOMMENDATION

Planning and Zoning Commission and Staff recommend approval with conditions, as listed below, and detailed in the attached Platting Review Checklist:

- Item #2 30.07.001(a)
- Item #24 30.03.001(b)
- Item #52 30.03.001(r) – pending approval of exception request
- Items #77, #78, and #79 30.03.005(a) – pending approval of exception request
- Item #125 30.03.010(i)
- Item #126 30.03.010(j)
- Items #132, #133, and #134 30.04.003(a)
- Item #138 30.04.003(c)(9)
- Item #161 30.05.001(c) – pending approval of exception from 30.03.005(a) Walkways
- Address the general comments listed on page 6.

Planning and Zoning Commission and Staff recommends approval of the requested exception listed below:

- Section 30.03.001(r) – Dead End Streets.

Additionally, Planning and Zoning Commission recommends approval of the requested exception listed below:

- 30.03.005(a)- Walkways.

5. REFERENCE FILES

1. Sanctuary at Spanish Oaks Preliminary Plat
2. Engineers Summary Letter
3. Technical Review Memo & Platting Review Checklist
4. Consent Agreement between the City of Bee Cave, Texas and Cassandra Interests, LTD
5. Development Agreement No. 2017005834

SANCTUARY AT SPANISH OAKS

PRELIMINARY PLAT

SANCTUARY AT SPANISH OAKS
PRELIMINARY PLAT

A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) # 48453C0415J AND 48453C0420J,TRAVIS COUNTY, TEXAS, DATED JANUARY 22, 2020.

STATE OF TEXAS
LAUREN CRONE
128018
LICENSED
PROFESSIONAL ENGINEER

Lauren Crone — 6/20/2022
LICENSED PROFESSIONAL ENGINEER — DATE

OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF TRAVIS §
KNOW ALL MEN BY THESE PRESENTS

THAT SYNCHRO REALTY, LLC ACTING HEREIN BY AND THROUGH DANIEL B. PORTER (NAME), MANAGER (TITLE), OWNER OF 21.80 ACRES OF LAND SITUATED IN THE MATTHEW WILLIAMS SURVEY NO. 900, THE D. BOHLS SURVEY NO. 905, THE I & GNRR CO. SURVEY NO. 57, THE FREDRICH C. PECHT SURVEY NO. 68, THE JARRETT MEDLIN SURVEY NO. 520, AND THE ORRAN WADE SURVEY RECORDED IN TRAVIS COUNTY DOCUMENT NUMBER 2021101039, DO HEREBY DEDICATE A PORTION OF SAID TRACT SHOWN HERE ON TO BE KNOWN AS: SANCTUARY AT SPANISH OAKS

WITNESS MY HAND, THIS THE _____ DAY OF _____, 2021.
BY: SYNCHRO REALTY, LLC

SIGNATURE

DANIEL B. PORTER
NAME OF AGENT
13453 HIGHWAY 71 WEST
BEE CAVE, TEXAS 78738

STATE OF TEXAS §
COUNTY OF TRAVIS §
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DANIEL B. PORTER (NAME OF SIGNER) AS MANAGER (TITLE) OF SYNCHRO REALTY, LLC, KNOWN ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED ON BEHALF OF SAID COMPANY.

GIVEN UNDER MY NAME AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2022.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS.

PRINT OR STAMP NAME HERE — MY COMMISSION EXPIRES

CITY CERTIFICATION

THIS PRELIMINARY PLAT IS APPROVED BY THE CITY OF BEE CAVE.

APPROVED BY: PLANNING AND ZONING COMMISSION, CITY OF BEE CAVE, TEXAS.

CHAIRPERSON — DATE

ATTEST:

CITY SECRETARY — DATE

APPROVED BY: CITY COUNCIL, CITY OF BEE CAVE, TEXAS.

MAYOR — DATE

ATTEST:

CITY SECRETARY — DATE

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF BEE CAVE, TRAVIS COUNTY, TEXAS.

MAYOR — DATE

ATTEST:

CITY SECRETARY — DATE

I, THE UNDERSIGNED MAYOR OF THE CITY OF BEE CAVE, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATION OF THIS CITY, AND AM HEREBY AUTHORIZED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE.

MAYOR — DATE

ATTEST:

CITY SECRETARY — DATE

SURVEYOR'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF TRAVIS §
KNOW ALL MEN BY THESE PRESENTS

THAT I, _____(NAME), DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE SURVEY MONUMENTS SHOWN HEREON WERE SET UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE, TEXAS.

CAPITAL SURVEYING COMPANY, INC — DATE
1101 CAPITAL OF TEXAS HWY SOUTH
BUILDING C, SUITE 100
AUSTIN, TEXAS 78746

ENGINEER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF TRAVIS §
KNOW ALL MEN BY THESE PRESENTS

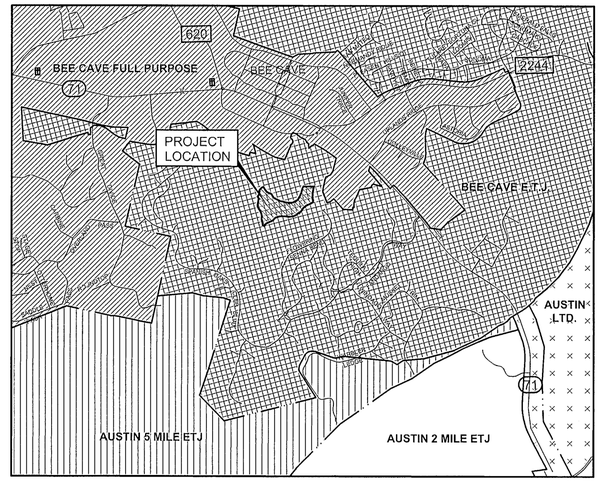
THAT I, LAUREN CRONE (NAME), A LICENSED PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AND THAT IT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE, TEXAS.

Lauren Crone — 6/20/2022
LAUREN CRONE, P.E — DATE
7500 RIALTO BOULEVARD
BUILDING II, SUITE 100
AUSTIN, TEXAS 78735
512-439-4700

FLOODPLAIN CERTIFICATION

PART OF THE SUBJECT PROPERTY LIES WITHIN A FLOODPLAIN OR FLOOD PRONE AREA OR A FLOOD WAY OF ANY BODY OF WATER PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY RATE MAP, COMMUNITY FIRM MAP PREPARED FOR TRAVIS COUNTY, DATED EFFECTIVE JANUARY 22, 2020, AS SHOWN ON COMMUNITY PANEL NO. 48453C0415J AND 48453C0420J.

Lauren Crone — 6/20/2022
LAUREN CRONE, P.E — DATE
7500 RIALTO BOULEVARD
BUILDING II, SUITE 100
AUSTIN, TEXAS 78735
512-439-4700



LOCATION MAP
(N.T.S.)

LEGAL DESCRIPTION

21.80 ACRES OF LAND OUT OF THE MATTHEW WILLIAMS SURVEY NO. 900, THE D. BOHLS SURVEY NO. 905, THE I & GNRR CO. SURVEY NO. 57, THE FREDRICH C. PECHT SURVEY NO. 68, THE JARRETT MEDLIN SURVEY NO. 520, AND THE ORRAN WADE SURVEY RECORDED IN TRAVIS COUNTY DOCUMENT NUMBER 2021101039

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE PAGE
2	EXISTING CONDITIONS
3	PRELIMINARY PLAT
4	METES AND BOUNDS (SHEET 1)
5	METES AND BOUNDS (SHEET 2)
6	METES AND BOUNDS (SHEET 3)
7	METES AND BOUNDS (SHEET 4)

NOTES:

1. TOPOGRAPHY PROVIDED THROUGH ON THE GROUND SURVEY & TNRIS, 2017 LIDAR DATA.
2. THIS SUBDIVISION IS LOCATED IN THE LITTLE BARTON CREEK WATERSHED. THIS PROJECT IS WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. A CONTRIBUTING ZONE PLAN WILL BE SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) PRIOR TO CONSTRUCTION PLAN APPROVAL.
3. ELECTRIC SERVICE WILL BE PROVIDED BY AUSTIN ENERGY.
4. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF BEE CAVE ETJ.
5. WATER AND WASTEWATER WILL BE PROVIDED BY THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY.
6. GAS SERVICE WILL BE PROVIDED BY TEXAS GAS.
7. TELEPHONE SERVICE WILL BE PROVIDED BY TIME WARNER.
8. A PORTION OF THIS PROPERTY IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0415J AND 48453C0420J EFFECTIVE DATE JANUARY 22, 2020.
9. ALL PRIVATE STREETS SHOWN HEREON AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.
10. PARKLAND FEES SHALL BE PAID PRIOR TO FINAL PLAT.
11. A CITY OF BEE CAVE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
12. NO BUILDING, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENT EXCEPT AS APPROVED BY CITY OF BEE CAVE.
13. THE PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENT AUTHORITIES.
14. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
15. NO STREET PARKING PERMITTED ON PRIVATE DRIVE FLOWERING SENNA BEND.
16. A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED FOR ANY STRUCTURE IN THIS SUBDIVISION UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE ON THE LAND, A COMMUNITY SOURCE, OR A PUBLIC UTILITY SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY TO SERVE EACH LOT. THE PLANS AND SPECIFICATIONS FOR A PRIVATE WATER SUPPLY SYSTEM MUST BE SUBMITTED BY A PROFESSIONAL ENGINEER AND APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
17. WATER SATISFACTORY FOR HUMAN CONSUMPTION SHALL BE AVAILABLE TO EACH LOT IN THE PROPOSED SUBDIVISION FORM A SOURCE ON THE LAND, A COMMUNITY SOURCE, OR A PUBLIC UTILITY SOURCE, IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE INTENDED USES ON EACH LOT WITHIN THE SUBDIVISION.
18. FUTURE SUBDIVISION OF ANY LOTS WITHIN THIS PRELIMINARY PLAT IS PROHIBITED.

LAND USE SUMMARY

USE	ACREAGE	# OF LOTS	% OF PROJECTS
SINGLE FAMILY	19.21	8	88.12%
OPEN SPACE, & DRAINAGE: BLOCK 'A', LOT 9	0.55	1	2.52%
PRIVATE STREET, ACCESS, ELECTRIC, WATER, WASTEWATER, & DRAINAGE ESMT: BLOCK 'A', LOT 10	2.04	1	9.36%
TOTAL	21.80 AC	10	100%

ORIGINAL SUBMITTAL DATE: _____

PRIVATE STREET NAME	EASEMENT / PVMNT.	DESCRIPTION	LENGTH (L.F.)
FLOWERING SENNA BEND	60' & VARIES / 21' W/24" RIBBON CURB EACH SIDE AND VARIES AT INTERSECTIONS & KNEE BENDS	LOCAL	1,403
		TOTAL	1,403

OWNER: SYNCHRO REALTY, LLC
13443 W HIGHWAY 71
BEE CAVE, TEXAS 78738
CONTACT PERSON: JACK CREVELING
PHONE: (512) 750-0118

ENGINEER: LJA ENGINEERING INC.
AUSTIN, TEXAS 78735
CONTACT PERSON: LAUREN CRONE, P.E.
PHONE: (512) 439-4700
FAX: (512) 439-4716

SURVEYOR: BOWMAN CONSULTING GROUP, LTD
1120 SOUTH CAPITAL OF TEXAS HWY
BUILDING 3, SUITE 220
AUSTIN, TEXAS 78746
CONTACT PERSON: JASON REYNOLDS, R.P.L.S.
PHONE # (512) 327-2308

LJA Engineering Inc.
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

Parcel Line Table		
Line #	Length	Direction
L1	64.78'	S32°28'01"W
L2	108.93'	S42°31'18"W
L3	227.88'	S49°19'04"W
L4	118.76'	S66°50'51"W
L5	170.47'	S79°41'39"W
L6	267.79'	S70°18'10"W
L7	109.34'	S23°14'46"W
L8	122.75'	N65°36'25"W
L9	93.74'	N85°36'54"W
L10	106.96'	S61°29'14"W
L11	154.14'	S58°35'12"W
L12	151.10'	S48°04'47"W
L13	60.13'	S41°06'07"W
L14	205.43'	N46°27'06"W
L15	174.76'	N41°37'21"E
L16	218.19'	N18°44'49"E
L17	199.41'	N35°47'42"E
L18	288.96'	N11°18'11"E
L19	59.54'	N36°07'46"E
L20	75.88'	N11°18'11"E
L21	323.29'	N1°15'42"W
L22	307.25'	N6°19'52"W
L23	280.42'	N31°28'01"W
L24	243.73'	N21°30'30"E
L25	184.76'	N29°46'40"E
L26	236.14'	N22°45'11"E
L27	243.89'	N68°06'26"E
L28	108.26'	S86°26'34"E
L29	104.71'	S83°18'50"E
L30	235.87'	N76°16'33"E
L31	394.90'	N56°35'55"E
L32	101.81'	N68°48'41"E
L33	231.04'	N38°10'29"E
L34	119.80'	N4°34'37"W
L35	261.54'	N21°23'42"W
L36	29.66'	N32°08'48"W
L37	86.87'	N21°58'13"W
L38	62.21'	N58°38'34"E
L39	159.22'	S76°46'00"E
L40	90.70'	S52°12'08"E
L41	148.79'	S34°26'14"E
L42	225.63'	S46°33'45"E
L43	195.92'	S36°33'58"E
L44	136.63'	S49°16'27"E
L45	84.94'	S30°14'34"E
L46	67.14'	S59°42'48"W
L47	313.87'	S12°02'42"W
L48	63.29'	N57°40'15"W
L49	299.98'	S8°49'23"W
L50	91.70'	S57°40'48"E
L51	282.43'	S13°05'29"W
L52	215.02'	S18°05'32"E
L53	150.11'	S9°00'07"W
L54	337.77'	S16°47'28"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	72.27'	330.00'	12°32'55"	S38°45'23"W	72.27'
C2	66.39'	377.75'	10°04'09"	N37°29'14"E	66.39'
C3	155.79'	1,307.09'	6°49'45"	N45°56'10"E	155.79'
C4	93.13'	304.84'	17°30'12"	N58°04'05"E	93.13'
C5	175.58'	784.77'	12°49'08"	N73°16'24"E	175.58'
C6	82.02'	500.65'	9°23'10"	S74°54'42"W	82.02'
C7	270.20'	335.00'	46°12'48"	S46°22'31"W	270.20'

SANCTUARY AT SPANISH OAKS
PRELIMINARY PLAT
EXISTING CONDITIONS PRELIMINARY PLAT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE:	5/3/21
DESIGNED BY:	LAC
DRAWN BY:	LAC
CHECKED BY:	DWR
DRAWING NAME:	prelim-plan.dwg

LAUREN CRONE
STATE OF TEXAS
LICENSED
12801B
PROFESSIONAL ENGINEER
6/20/2022

LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A263-404

SHEET NO. 2 OF 7 SHEETS

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: \$base\vbts-base.dwg
: \$base\y-24x36.dwg
: \$base\y-pbs-base.dwg
: \$base\y-pbs-base-hillside.dwg

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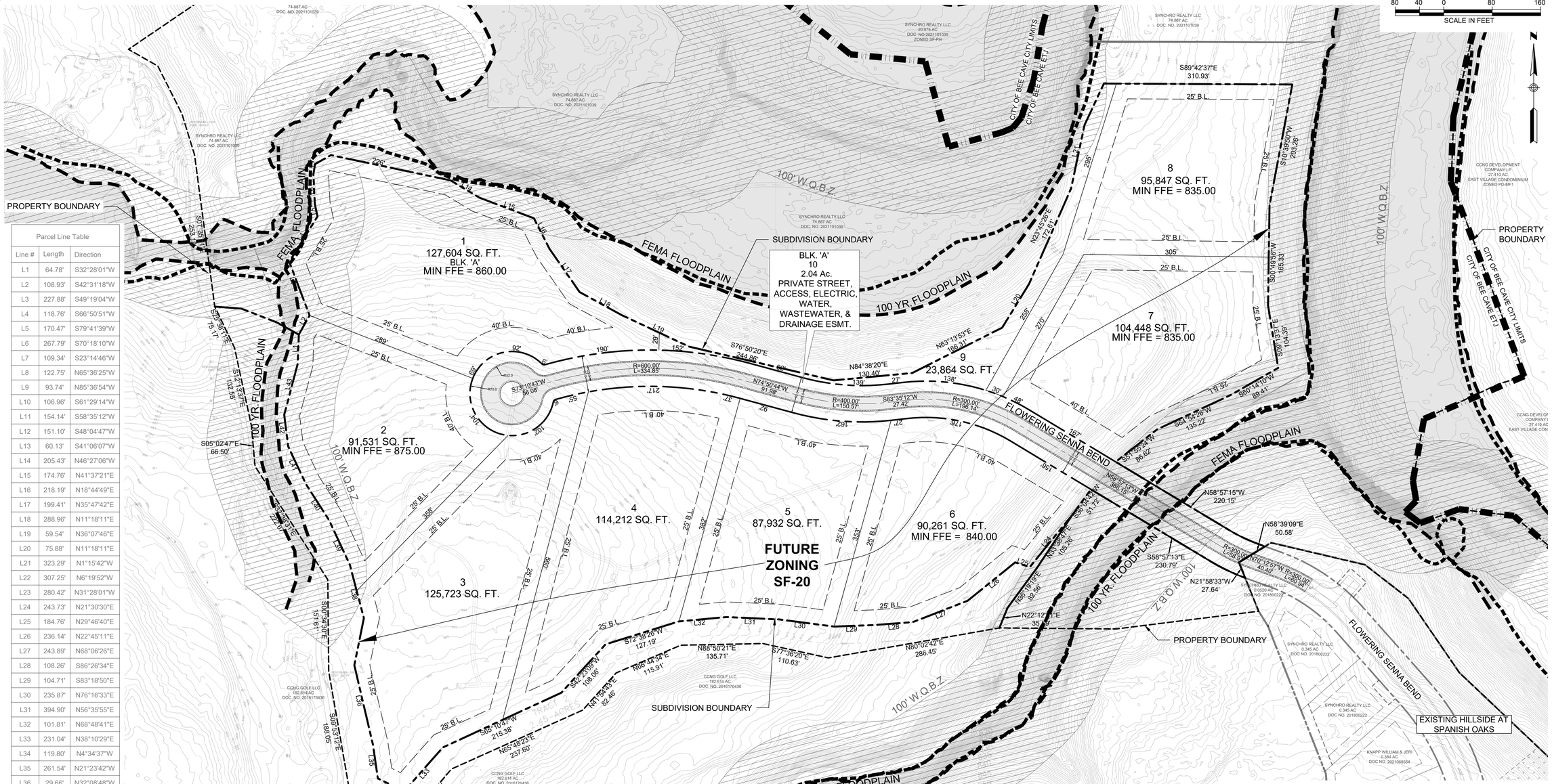

Parcel Line Table		
Line #	Length	Direction
L1	64.78'	S32°28'01"W
L2	108.93'	S42°31'18"W
L3	227.88'	S49°19'04"W
L4	118.76'	S66°50'51"W
L5	170.47'	S79°41'39"W
L6	267.79'	S70°18'10"W
L7	109.34'	S23°14'46"W
L8	122.75'	N65°36'25"W
L9	93.74'	N85°36'54"W
L10	106.96'	S61°29'14"W
L11	154.14'	S58°35'12"W
L12	151.10'	S48°04'47"W
L13	60.13'	S41°06'07"W
L14	205.43'	N46°27'06"W
L15	174.76'	N41°37'21"E
L16	218.19'	N18°44'49"E
L17	199.41'	N35°47'42"E
L18	288.96'	N11°18'11"E
L19	59.54'	N36°07'46"E
L20	75.88'	N11°18'11"E
L21	323.29'	N1°15'42"W
L22	307.25'	N6°19'52"W
L23	280.42'	N31°28'01"W
L24	243.73'	N21°30'30"E
L25	184.76'	N29°46'40"E
L26	236.14'	N22°45'11"E
L27	243.89'	N68°06'26"E
L28	108.26'	S86°26'34"E
L29	104.71'	S83°18'50"E
L30	235.87'	N76°16'33"E
L31	394.90'	N56°35'55"E
L32	101.81'	N68°48'41"E
L33	231.04'	N38°10'29"E
L34	119.80'	N4°34'37"W
L35	261.54'	N21°23'42"W
L36	29.66'	N32°08'48"W
L37	86.87'	N21°58'13"W
L38	62.21'	N58°38'34"E
L39	159.22'	S76°46'00"E
L40	90.70'	S52°12'08"E
L41	148.79'	S34°26'14"E
L42	225.63'	S46°33'45"E
L43	195.92'	S36°33'58"E
L44	136.63'	S49°16'27"E
L45	84.94'	S30°14'34"E
L46	67.14'	S59°42'48"W
L47	313.87'	S12°02'42"W
L48	63.29'	N57°40'15"W
L49	299.98'	S8°49'23"W
L50	91.70'	S57°40'48"E
L51	282.43'	S13°05'29"W
L52	215.02'	S18°05'32"E
L53	150.11'	S9°00'07"W
L54	337.77'	S16°47'28"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	72.27'	330.00'	12°32'55"	S38°45'23"W	72.27'
C2	66.39'	377.75'	10°04'09"	N37°29'14"E	66.39'
C3	155.79'	1,307.09'	6°49'45"	N45°56'10"E	155.79'
C4	93.13'	304.84'	17°30'12"	N58°04'05"E	93.13'
C5	175.58'	784.77'	12°49'08"	N73°16'24"E	175.58'
C6	82.02'	500.65'	9°23'10"	S74°54'42"W	82.02'
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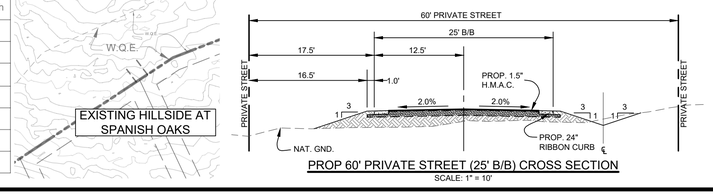

PROP 60' PRIVATE STREET (25' B/B) CROSS SECTION

SCALE: 1" = 10'

LEGEND

- SUBDIVISION BOUNDARY
- PROPERTY BOUNDARY
- PROPOSED EASEMENT
  - W.W.E. = WASTEWATER EASEMENT
  - W.L.E. = WATER LINE EASEMENT
- 100yr. FULLY DEVELOPED FLOODPLAIN
- FEMA FLOODPLAIN
- WATER QUALITY BUFFER ZONE

SANCTUARY AT SPANISH OAKS
PRELIMINARY PLAT

PRELIMINARY PLAT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE:	5/3/21	
DESIGNED BY:	LAC	
DRAWN BY:	LAC	
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DRAWING NAME:	prelim-plan.dwg	

LAUREN CRONE
STATE OF TEXAS
126018
LICENSED
PROFESSIONAL ENGINEER
6/20/2022

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7500 Rialto Boulevard
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Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
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JOB NUMBER: A263-404

SHEET NO. 3 OF 7 SHEETS

I:\A263 (Spanish oaks hilltop)\(A404 = 126 ACRES)\Preliminary Plat\prelim-plan.dwg
User: rcrone

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\Base\xbs-topo.dwg
\Base\V-24x36.dwg
\Base\V-pbs-base-wHillside.dwg
\Base\V-pbs-base.dwg

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas
May 05, 2021 03:53 PM Fee: $ 122.00
2021101039
Electronically Recorded

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CASSANDRA INTERESTS, LTD., a Texas limited partnership ("Grantor"), for the consideration hereinafter stated, paid and secured to be paid by **SYNCHRO REALTY, L.L.C.** ("Grantee"), whose mailing address is 13457 Highway 71 W., Bee Cave, Texas 78738, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described property:

(i) That certain real property in Travis County, Texas, consisting of 126.55 acres, more or less, and more particularly described on the attached Exhibit "A", together with Grantor's right, title and interest in and to any oil, gas, and other minerals in or under the surface thereof, and any executory leasing rights with respect thereto (the "Land");

(ii) Grantor's right, title and interest in and to all utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "Improvements");

(iii) Grantor's right, title and interest in and to all appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "Appurtenances"); and

(iv) Grantor's right, title and interest in and to all property taxes, sales taxes, utility charges, impact fees, or any other form of reimbursement to which Seller is now entitled pursuant to the Property, or may in the future be entitled to receive, from the City of Bee Cave, Texas, the West Travis County Public Utility Agency, any Municipal Utility District(s), or any other governmental entity directly relating to the Property or any improvements on or serving the Property (collectively the "Reimbursement Rights".

The Land, Improvements, Appurtenances and Reimbursement Rights are collectively referred to herein as the "Property".

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on Exhibit "B" attached hereto and incorporated herein by reference; (b) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the Property and which are imposed by or exist by reason of any regulatory, governmental, or quasi-governmental districts, entities, agencies, authorities or other bodies of any kind or nature; and (c) all prescriptive rights, discrepancies, conflicts, shortages in area, encroachments or overlapping of improvements, and all rights of adjoining landowners in or to any walls, fences or other improvements situated on or across any common boundary. By acceptance of this deed, Grantee assumes and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years. Any additional ad valorem taxes relating to the year of Closing and/or prior years which arise or which could arise due to any change in usage or ownership of the Property (including without limitation any "rollback" or other additional taxes payable under the terms of Section 23.46 or Section 23.55 of the Texas Tax Code, as amended, or any similar laws) shall be borne and paid in full by the Grantee.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY IN ITS "AS IS", "WHERE IS", AND "WITH ALL FAULTS" CONDITION AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN), BY AND BETWEEN GRANTOR AND GRANTEE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

[signature page follows]

EXECUTED AND DELIVERED the 5th day of May 2021.

GRANTOR: **CASSANDRA INTERESTS, LTD.,**
a Texas limited partnership

By: Cassandra Interests Management, LLC,
a Texas limited liability company,
its General Partner

By: _____
Harris A. Kaffie, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 5th day of May, 2021 by Harris A. Kaffie, President of Cassandra Interests Management, LLC, a Texas limited liability company, General Partner of Cassandra Interests, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL) _____ Notary Public Signature

DEANNA R. KING
Notary Public, State Of Texas
Comm. Exp. 07-31-2024
Notary ID# 994949

EXHIBIT "A"

THE LAND

TRACT 1:
Being all of that certain 126.55 acre tract of land, more or less, out of the Matthew Williams Survey No. 900, the D. Bohls Survey No. 905, the I. & G.N.R.R. Co. Survey No. 57, the Fredrich C. Pecht Survey No. 68, the Jarrett Medlin Survey No. 520 and the Orran Wade Survey No. 540, all located in Travis County, Texas, together with LOT 27, BLOCK A OF 11505 TX 71, PHASE ONE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100286 of the Official Public Records of Travis County, Texas. Said 126.55 acres being the same property conveyed to 126 Bee Cave Investments, LP, by Warranty Deed dated August 21, 2008, recorded under Document No. 2003202592 of the Official Public Records of Travis County, Texas, and being more particularly described by metes and bounds shown on **Exhibit "A-1"** attached hereto and made part hereof.

TRACT 2:
Easement Estate for access, appurtenant to Tract 1, created by that certain Access Easement Agreement dated June 25, 1998, by and between Nellie Hampe Partnership I, Ltd., as Grantor and Daniel B. Porter as Grantee, recorded in Volume 13212, Page 2546 of the Real Property Records of Travis County, Texas, as amended under Document No. 2003286384 of the Official Public Records of Travis County, Texas, being over and across part of the Shops at the Galleria as more particularly described in said Agreement.

TRACT 3:
Easement Estate for access, appurtenant to Tract 1, created by that certain Access Easement Agreement dated September 27, 2005, by and between Spanish Oaks, L.P., as Grantor and Daniel B. Porter and 126 Bee Cave Investments, L.P., as Grantee, recorded under Document No. 2005181416 of the Official Public Records of Travis County, Texas; being over and across 0.4012, 0.0431, 0.0488 and 0.4390 acre tracts, out of the Fredrich C. Pecht Survey No. 68 and the Jarrett Medlin Survey No. 520 and being the property more particularly described in said Agreement.

TRACT 4:
Easement Estate for access, appurtenant to Tract 1, created by that certain Access Easement Agreement dated September 27, 2005, by and between Spanish Oaks, L.P., as Grantor and Daniel B. Porter and 126 Bee Cave Investments, L.P., as Grantee, recorded under Document No. 2005181417 of the Official Public Records of Travis County, Texas; being over and across the property more particularly in said Agreement.

TRACT 5:
Easement Estate for access, appurtenant to Tract 1, created by that certain Access Easement Agreement dated April 24, 2006, by and between Columbia Greystar Bee Cave Limited Partnership as Grantor and 126 Bee Cave Investments, L.P., and Daniel B. Porter as Grantees recorded under Document No. 2006079316 of the Official Public Records of Travis County, Texas; being over and across a portion of: Lot 1, Block A of LOS ROBLES ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200100338 of the Official Public Records of Travis County, Texas as more particularly described in said Agreement.

TRACT 6:
Easement Estate for access, appurtenant to Tract 1, created by that certain Access Easement Agreement dated April 16, 2010, by and between CCNG Development Company, L.P. as Grantor and Cassandra Interests, Ltd. as Grantee recorded under Document No. 2010054725 of the Official Public Records of Travis County, Texas; being over and across a portion of the general common elements, THE EAST VILLAGE CONDOMINIUM, a condominium project in Travis County, Texas, according to the Declaration of Condominium and amendments thereto, recorded under Document No. 2014059249 of the Official Public Records of Travis County, Texas and amended under Document No. 2016158271 of the Official Public Records of Travis County, Texas, as more particularly described in said Agreement.

Exhibit "A-1"

METCALFE & SANDERS, INC./LAND SURVEYORS
4800 SOUTH CONGRESS AVENUE
AUSTIN, TEXAS 78745
(512) 445-2593
SURVEYS & RECORDS SINCE 1904

PORTER - 126.55 ACRES

METES AND BOUNDS DESCRIPTION OF 126.55 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF THE FOLLOWING SURVEYS, ALL IN TRAVIS COUNTY, TEXAS: A PORTION OF THE MATTHEW WILLIAMS SURVEY NO. 900, ABSTRACT NO. 823; A PORTION OF THE D. BOHLS SURVEY NO. 905, ABSTRACT NO. 129; A PORTION OF THE I. & G. N. R.R. CO. SURVEY NO. 57, ABSTRACT NO. 2109; A PORTION OF THE FREDRICH C. PECHT SURVEY NO. 68, ABSTRACT NO. 635; A PORTION OF THE JARRET MEDLIN SURVEY NO. 520, ABSTRACT NO. 539; AND A PORTION OF THE ORRAN WADE SURVEY NO. 540, ABSTRACT NO. 811, SAID 126.55 ACRES OF LAND, MORE OR LESS, BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL IN TRAVIS COUNTY, TEXAS: A PORTION OF THAT 230.92 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO. 900, AND OTHERS, AS DESCRIBED IN A WARRANTY DEED FROM THE NELLIE HAMPE PARTNERSHIP I, LTD. TO DANIEL B. PORTER IN VOLUME 13212, PAGE 2535, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; ALL OF THAT 2.000 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO. 900, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM CCNG DEVELOPMENT COMPANY, L.P. TO DANIEL B. PORTER IN DOCUMENT NUMBER 2000013836, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; ALL OF THAT 10.548 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO. 900, AND A PORTION OF THE SAID D. BOHLS SURVEY NO. 905, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM CCNG PROPERTIES, L.P. TO DANIEL B. PORTER IN DOCUMENT NUMBER 2001047244, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 10.548 ACRE TRACT NOW BEING ALL OF LOT 27, BLOCK "A", 11505 TX 71, PHASE ONE, A SUBDIVISION OF A PORTION OF THE SAID D. BOHLS SURVEY NO. 905, AND OTHERS, IN TRAVIS COUNTY, TEXAS, OF RECORD IN DOCUMENT NO. 200100286, OFFICIAL PUBLIC (PLAT) RECORDS OF TRAVIS COUNTY, TEXAS; ALL OF THAT 20.975 ACRE TRACT, A PORTION OF THE SAID ORRAN WADE SURVEY NO. 540, AND OTHERS, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM CCNG DEVELOPMENT COMPANY, L.P. TO DANIEL B. PORTER IN DOCUMENT NUMBER 2001047246, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND A PORTION OF THAT 10.44 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO. 900, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM CCNG DEVELOPMENT COMPANY, L.P. TO DANIEL B. PORTER IN DOCUMENT NUMBER 2001082946, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS PREPARED FOR DANIEL B. PORTER BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 126.55 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Porter FN of ±126.55 Ac., Pg. 2

Beginning at a 1/2" steel pin in rock found at the most easterly corner of that 230.92 acre tract, a portion of the Matthew Williams Survey No. 900, and others, in Travis County, Texas, as described in a Warranty Deed from the Nellie Hampe Partnership I, Ltd. to Daniel B. Porter in Volume 13212, Page 2535, Real Property Records of Travis County, Texas, and the south corner of that 7.5 acre tract, a portion of the said Matthew Williams Survey No. 900, in Travis County, Texas, as described in a General Warranty Deed from Nellie Moehring to Terry E. Boothe in Volume 12227, Page 343, Real Property Records of Travis County, Texas, said 1/2" steel pin in rock found being also the most southerly west corner of that 47.81 acre tract, a portion of the said Matthew Williams Survey No. 900, and others, in Travis County, Texas, designated as Tract 1 and described in a Special Warranty Deed from NAID II Corp. to Limestone Springs Properties L.P. in Volume 12661, Page 42, Real Property Records of Travis County, Texas, and the most westerly north corner of that 10.548 acre tract, a portion of the said Matthew Williams Survey No. 900, and others, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L.P. to Daniel B. Porter in Document Number 2001047244, Official Public Records of Travis County, Texas, said 1/2" steel pin in rock found being also the most westerly north corner of Lot 27, Block "A", 11505 TX 71, Phase One, a subdivision of a portion of the D. Bohls Survey No. 905, Abstract No. 129, and others, in Travis County, Texas, of record in Document No. 200100286, Official Public (Plat) Records of Travis County, Texas, for the POINT OF BEGINNING of the herein described tract;

THENCE with a northeast, north, northwest, west and north line of the said Porter 10.548 acre tract and a northeast, north, northwest, west and north line of said Lot 27, Block "A", 11505 TX 71, Phase One, being also with a southwest, south, southeast, east and south line of the said Limestone Springs Properties L.P. Tract 1 of 47.81 acres, courses numbered 1 through 8 inclusive as follows:

(1) S 39°55'30" E 26.54 feet to a calculated point;
(2) S 44°47'20" E 389.72 feet to a calculated point;
(3) S 60°02'20" E 202.67 feet to a calculated point;
(4) S 74°38'20" E 185.51 feet to a calculated point;
(5) N 56°23'40" E 137.36 feet to a calculated point;
(6) N 35°14'40" E 158.10 feet to a calculated point;
(7) N 15°44'40" E 179.73 feet to a calculated point at the most easterly northwest corner of the said Porter 10.548 acre tract and the most easterly northwest corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also an interior corner of the said Limestone Springs Properties L.P. Tract 1 of 47.81 acres, for the most easterly northwest corner of the herein described tract;
(8) S 79°33'20" E 139.10 feet to a calculated point at the most easterly northeast corner of the said Porter 10.548 acre tract and the most easterly northeast corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the northwest corner of Lot 1, Block "A" of said 11505 TX 71, Phase One, for the most easterly northeast corner of the herein described tract;

Porter FN of ±126.55 Ac., Pg. 3

THENCE with an east, southeast, south, southwest, south, southeast, east, northeast, southeast, southwest and east line of the said Porter 10.548 acre tract and an east, southeast, south, southwest, south, southeast, east, northeast, southeast, southwest and east line of said Lot 27, Block "A", 11505 TX 71, Phase One, being also with the west line of said Lot 1, Block "A", 11505 TX 71, Phase One, the west line of Lot 2, Block "A" of said 11505 TX 71, Phase One, the northwest line of Lots 3 and 4, Block "A" of said 11505 TX 71, Phase One, the north line of Lots 11 and 12, Block "A" of said 11505 TX 71, Phase One, the north and northeast line of Lots 17, Block "A" of said 11505 TX 71, Phase One, the northeast line of Lot 18, Block "A" of said 11505 TX 71, Phase One, the northeast, north, northwest and west line of Lot 19, Block "A" of said 11505 TX 71, Phase One, the west line of Lots 20 and 21, Block "A" of said 11505 TX 71, Phase One, the west and southwest line of Lot 22, Block "A" of said 11505 TX 71, Phase One, the curving northwest line of La Barzola Bend, said La Barzola Bend being a portion of Lot 1, Block "H" (Private Street, Electric, Access, Drainage, Water and Wastewater Easement) of said 11505 TX 71, Phase One, the northeast and west line of Lot 23, Block "A" of said 11505 TX 71, Phase One and the west line of Lot 24, Block "A" of said 11505 TX 71, Phase One, courses numbered 9 through 21 inclusive as follows:

(9) S 28°16'40" W 118.03 feet to a calculated point at the most westerly corner of said Lot 1 and the most northerly corner of said Lot 2, Block "A", 11505 TX 71, Phase One;
(10) S 33°44'50" W 291.48 feet to a calculated point at the most westerly corner of said Lot 2 and the most northerly corner of said Lot 3, Block "A", 11505 TX 71, Phase One;
(11) S 47°55'30" W 263.03 feet to a calculated point at the most westerly corner of said Lot 4 and the most northerly or northeast corner of said Lot 11, Block "A", 11505 TX 71, Phase One;
(12) S 85°49'40" W 441.43 feet to a calculated point;
(13) N 64°24'30" W 436.02 feet to a calculated point;
(14) S 65°52'10" W 55.24 feet to a calculated point;
(15) S 26°40'00" W 84.22 feet to a calculated point;
(16) S 8°49'10" W 283.28 feet to a calculated point at the most westerly corner of said Lot 21 and the most northerly corner of said Lot 22, Block "A", 11505 TX 71, Phase One;
(17) S 23°53'10" W 125.57 feet to a calculated point at an interior corner of the said Porter 10.548 acre tract and an interior corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the most westerly corner of said Lot 22, Block "A", 11505 TX 71, Phase One, for an interior corner of the herein described tract;
(18) S 56°06'30" E 208.67 feet to a calculated point in the curving northwest line of La Barzola Bend (Lot 1, Block "H", 11505 TX 71, Phase One) at an east corner of the said Porter 10.548 acre tract and an east corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the most southerly corner of said Lot 22, Block "A", 11505 TX 71, Phase One, for an east corner of the herein described tract;
(19) with a curve to the left an arc distance of 25.02 feet, said curve having a radius of 430.00 feet, a central angle of 3°20'03" and a chord of which bears S 36°08'46" W 25.02 feet to a calculated point at a south corner of the said Porter 10.548 acre tract and a south corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the most easterly corner of said Lot 23, Block "A", 11505 TX 71, Phase One, for a south corner of the herein described tract:

Unofficial Document

SANCTUARY AT SPANISH OAKS
PRELIMINARY PLAT
FIELD NOTES

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 5/3/21
DESIGNED BY: LAC
DRAWN BY: LAC
CHECKED BY: DWR
DRAWING NAME: prelim-plan.dwg

LAUREN CRONE
STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
126018
6/20/2022

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FRN - F-1386

JOB NUMBER: A263-404

SHEET NO. 4 OF 7 SHEETS

(20) N 56°06'30" W 203.28 feet to a calculated point at an interior corner of the said Porter 10.548 acre tract and an interior corner of said Lot 27, Block "A", 11505 TX 71, Phase One; said calculated point being also the most northerly corner of said Lot 23, Block "A", 11505 TX 71, Phase One, for an interior corner of the herein described tract;

(21) S 33°33'10" W 235.62 feet to a calculated point at the most southerly corner of the said Porter 10.548 acre tract and the most southerly corner of said Lot 27, Block "A", 11505 TX 71, Phase One; said calculated point being also the southwest corner of said Lot 24, Block "A", 11505 TX 71, Phase One and the northwest corner of Lot 25, Block "A" of said 11505 TX 71, Phase One, for the most southerly corner of the herein described tract;

THENCE with a west line of the said Porter 10.548 acre tract and a west line of said Lot 27, Block "A", 11505 TX 71, Phase One, courses numbered 22 through 23 inclusive as follows:

(22) N 18°05'50" W 47.80 feet to a calculated point;

(23) N 13°05'50" E 282.40 feet to a calculated point in the southwest line of that 0.2000 of one acre tract, a portion of the said D. Bohls Survey No. 905, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L.P. to Ronald J. Freeman in Document Number 2000052880, Official Public Records of Travis County, Texas, at a northwest corner of the said Porter 10.548 acre tract and a northwest corner of said Lot 27, Block "A", 11505 TX 71, Phase One, for a northwest corner of the herein described tract;

THENCE with a northeast, west and southwest line of the said Porter 10.548 acre tract and a northeast, west and southwest line of said Lot 27, Block "A", 11505 TX 71, Phase One, being also with the southwest and east line of the said Ronald J. Freeman 0.2000 of one acre tract, the east line of that 0.2000 of one acre tract, a portion of the said D. Bohls Survey No. 905, in Travis County, Texas, as described in a Special Warranty Deed from Lawson Boothe to Stephen Karp in Document Number 2002239384, Official Public Records of Travis County, Texas, the east line of that 0.2000 of one acre tract, a portion of the said D. Bohls Survey No. 905, in Travis County, Texas, as described in a Special Warranty Deed from Mark Peters to Chris McKay in Document Number 2002239385, Official Public Records of Travis County, Texas, the east line of that 0.2000 of one acre tract, a portion of the said D. Bohls Survey No. 905, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L.P. to Eric Woomer in Document Number 2000052984, Official Public Records of Travis County, Texas, and the east and northeast line of that 0.2000 of one acre tract, a portion of the said D. Bohls Survey No. 905, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L.P. to David Rushman in Document Number 2000052991, Official Public Records of Travis County, Texas, courses numbered 24 through 26 inclusive as follows:

(24) S 57°41'30" E 66.58 feet to a calculated point at an interior corner of the said Porter 10.548 acre tract and an interior corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the southeast corner of the said Ronald J. Freeman 0.2000 of one acre tract, for an interior corner of the herein described tract;

(25) N 8°49'00" E 300.00 feet to a calculated point at an interior corner of the said Porter 10.548 acre tract and an interior corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the northeast corner of the said David Rushman 0.2000 of one acre tract, for an interior corner of the herein described tract;

(26) N 57°41'30" W 95.02 feet to a calculated point at a southwest corner of the said Porter 10.548 acre tract and a southwest corner of said Lot 27, Block "A", 11505 TX 71, Phase One, for a southwest corner of the herein described tract;

(27) THENCE with a west line of the said Porter 10.548 acre tract and a west line of said Lot 27, Block "A", 11505 TX 71, Phase One, N 12°02'20" E 313.72 feet to a calculated point in a southeast line of that 144.45 acre, save and except 10.500 acres of land, 0.1548 of one acre of land (Parcel "A" WTC Mud #7), 0.1548 of one acre of land (Parcel "B" WTC Mud #7), 0.1547 of one acre of land (Parcel "C" WTC Mud #7), 0.1547 of one acre of land (Parcel "D" WTC Mud #7) and 0.1549 of one acre of land (Parcel "E" WTC Mud #7), a portion of the I. & G. N. R.R. Co. Survey No. 57, Abstract No. 2109, and others, in Travis County, Texas, as described in a Corrected Special Warranty Deed from Daniel B. Porter to CCNG Properties, L.P. in Document Number 2001125785, Official Public Records of Travis County, Texas (CCNG Properties, L.P. 133.18 acre tract) at a northwest corner of the said Porter 10.548 acre tract and a northwest corner of said Lot 27, Block "A", 11505 TX 71, Phase One, for a northwest corner of the herein described tract;

(28) THENCE with a northwest line of the said Porter 10.548 acre tract and a northwest line of said Lot 27, Block "A", 11505 TX 71, Phase One, being also with a southeast line of the said CCNG Properties, L.P. 133.18 acre tract, N 59°47'20" E 67.45 feet to a 1/2" steel pin with plastic cap previously set for the most easterly corner of the said CCNG Properties, L.P. 133.18 acre tract, for an interior corner of the herein described tract;

THENCE with a northeast, north and west line of the said CCNG Properties, L.P. 133.18 acre tract, courses numbered 29 through 37 inclusive as follows:

(29) N 30°12'40" W 85.08 feet to a 1/2" steel pin with plastic cap previously set;

(30) N 49°20'40" W 136.63 feet to a 1/2" steel pin with plastic cap previously set;

(31) N 36°33'00" W 195.96 feet to a 1/2" steel pin with plastic cap previously set in rock;

(32) N 46°33'50" W 225.56 feet to a 1/2" steel pin with plastic cap previously set in rock;

(33) N 34° 28'00" W 148.83 feet to a 1/2" steel pin with plastic cap previously set;

(34) N 52°11'50" W 90.70 feet to a 1/2" steel pin with plastic cap previously set in rock;

(35) N 78°47'00" W 159.22 feet to a 1/2" steel pin with plastic cap previously set;

(36) S 58°38'20" W 62.11 feet to a 1/2" steel pin with plastic cap previously set in rock at the most easterly northwest corner of the said CCNG Properties, L.P. 133.18 acre tract, for an interior corner of the herein described tract;

(37) S 21°59'20" E 86.88 feet to a 1/2" steel pin with plastic cap previously set at a northeast corner of that 183.74 acre, save and except 0.1458 of one acre of land and 4.4490 acres of land, a portion of the said I. & G. N. R.R. Co. Survey No. 57, and others, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L.P. to Spanish Oaks Golf Club, L.P. in Document Number 2001215837, Official Public Records of Travis County,

Texas (Spanish Oaks Golf Club, L.P. 179.15 acre tract), for a southeast corner of the herein described tract;

THENCE with a north, east and north line of the said Spanish Oaks Golf Club, L.P. 179.15 acre tract, courses numbered 38 through 59 inclusive as follows:

(38) S 82°33'40" W 237.22 feet to a 1/2" steel pin with plastic cap previously set;

(39) N 89°27'50" W 192.72 feet to a 1/2" steel pin with plastic cap previously set in rock;

(40) S 80°02'30" W 286.47 feet to a 1/2" steel pin with plastic cap previously set;

(41) N 77°56'50" W 110.59 feet to a 1/2" steel pin with plastic cap previously set;

(42) N 88°50'10" W 135.67 feet to a 1/2" steel pin with plastic cap previously set;

(43) S 66°43'10" W 115.95 feet to a 1/2" steel pin with plastic cap previously set;

(44) S 41°55'20" W 82.46 feet to a 1/2" steel pin with plastic cap previously set;

(45) S 65°48'40" W 237.59 feet to a 1/2" steel pin with plastic cap previously set;

(46) S 40°00'50" W 164.94 feet to a 1/2" steel pin with plastic cap previously set;

(47) S 23°48'10" W 47.13 feet to a 1/2" steel pin with plastic cap previously set for an interior corner of the said Spanish Oaks Golf Club, L.P. 179.15 acre tract, for a southeast corner of the herein described tract;

(48) N 65°10'20" W 99.27 feet to a 1/2" steel pin with plastic cap previously set for an interior corner of the said Spanish Oaks Golf Club, L.P. 179.15 acre tract, for a southwest corner of the herein described tract;

(49) N 6°17'10" E 58.04 feet to a 1/2" steel pin with plastic cap previously set;

(50) N 9°52'50" W 188.04 feet to a 1/2" steel pin with plastic cap previously set;

(51) N 0°34'20" W 151.61 feet to a 1/2" steel pin with plastic cap previously set;

(52) N 32°38'50" W 222.66 feet to a 1/2" steel pin with plastic cap previously set;

(53) N 5°02'20" W 66.52 feet to a 1/2" steel pin with plastic cap previously set;

(54) N 12°14'00" W 132.54 feet to a 1/2" steel pin with plastic cap previously set;

(55) N 25°38'20" W 75.19 feet to a 1/2" steel pin with plastic cap previously set;

(56) N 7°33'30" W 253.14 feet to a 1/2" steel pin with plastic cap previously set;

(57) N 17°07'00" W 70.47 feet to a 1/2" steel pin with plastic cap previously set;

(58) N 26°43'10" W 88.42 feet to a 1/2" steel pin with plastic cap previously set;

(59) N 60°19'30" W 55.75 feet to a 1/2" steel pin with plastic cap previously set, for a west corner of the herein described tract;

THENCE crossing the said Porter 230.92 acre tract, courses numbered 60 through 65 inclusive as follows:

(60) N 55°46'00" E 149.78 feet to a 1/2" steel pin with plastic cap previously set, for an interior corner of the herein described tract;

(61) N 21°52'20" W 115.44 feet to a 1/2" steel pin with plastic cap previously set;

(62) N 29°52'40" W 210.32 feet to a 1/2" steel pin with plastic cap previously set, for an interior corner of the herein described tract;

(63) S 63°50'10" W 149.12 feet to a 1/2" steel pin with plastic cap previously set;

(64) S 32°32'00" W 135.99 feet to a 1/2" steel pin with plastic cap previously set;

(65) S 0°04'00" E 123.06 feet to a 1/2" steel pin with plastic cap previously set in a north line of the said Spanish Oaks Golf Club, L.P. 179.15 acre tract, for a southeast corner of the herein described tract;

THENCE with a north line of the said Spanish Oaks Golf Club, L.P. 179.15 acre tract, courses numbered 66 through 67 inclusive as follows:

(66) S 65°09'10" W 129.48 feet to a 1/2" steel pin with plastic cap previously set;

(67) N 86°17'20" W 80.86 feet to a 1/2" steel pin with plastic cap previously set in a west line of the said Porter 230.92 acre tract for an interior corner of the said Spanish Oaks Golf Club, L.P. 179.15 acre tract, for the most westerly southwest corner of the herein described tract;

THENCE with a west line of the said Porter 230.92 acre tract and an east line of the said Spanish Oaks Golf Club, L.P. 179.15 acre tract, courses numbered 68 through 70 inclusive as follows:

(68) N 2°43'10" E 301.02 feet to a 2" metal fence post found;

(69) N 0°57'00" W 89.54 feet to a 1/2" steel pin found;

(70) N 16°14'10" E 55.86 feet to a 1/2" steel pin with plastic cap previously set in rock for a northeast corner of the said Spanish Oaks Golf Club, L.P. 179.15 acre tract, said 1/2" steel pin with plastic cap previously set in rock being also in an east line of that 300.800 acre tract, a portion of the Jarrett Medlin Survey No. 520, Abstract No. 539, and others, in Travis County, Texas, designated as Tract One and described in a Warranty Deed With Vendor's Lien With Correction from Limestone Cooper Properties L.P., et al to CCNG Properties, L.P. in Document Number 2001021869, Official Public Records of Travis County, Texas;

(71) THENCE with a west line of the said Porter 230.92 acre tract and an east line of the said CCNG Properties, L.P. Tract One of 300.800 acres, N 16°14'10" E 84.61 feet to a 1/2" steel pin with plastic cap previously set for the southwest corner of that 0.2000 of one acre tract, a portion of the said Orran Wade Survey No. 540 and a portion of the Jarrett Medlin Survey No. 520, Abstract No. 539, in Travis County, Texas, as described in a Special Warranty Deed With Vendor's Lien from Daniel B. Porter to Thomas Philip Reilly in Document Number 2003005902, Official Public Records of Travis County, Texas, for a northwest corner of the herein described tract;

THENCE with the south and east line of the said Thomas Philip Reilly 0.2000 of one acre tract and the east line of that 0.2000 of one acre tract, a portion of the said Orran Wade Survey No. 540 and a portion of the said Jarrett Medlin Survey No. 520, in Travis County, Texas, as described in a Special Warranty Deed With Vendor's Lien from Daniel B. Porter to Joel Wellborn Zipp in Document Number 2002239382, Official Public Records of Travis County, Texas, being also with the east line of that 0.2000 of one acre tract, a portion of the said Orran Wade Survey No. 540 and a portion of the said Jarrett Medlin Survey No. 520, in Travis County, Texas, as described in a Special Warranty Deed With Vendor's Lien from Daniel B. Porter to Sara Woomer in Document Number 2002239380, Official Public Records of Travis County, Texas, the east line of that 0.2000 of one acre tract, a portion of the said Orran Wade Survey No. 540 and a portion of the said Jarrett Medlin Survey No. 520, in Travis County, Texas, as described in a Special

Warranty Deed With Vendor's Lien from Daniel B. Porter to John L. Briggs in Document Number 2002239378, Official Public Records of Travis County, Texas, and the east line of that 0.2000 of one acre tract, a portion of the said Orran Wade Survey No. 540 and a portion of the said Jarrett Medlin Survey No. 520, in Travis County, Texas, as described in a Special Warranty Deed With Vendor's Lien from Daniel B. Porter to Bryan McMurrey in Document Number 2002239376, Official Public Records of Travis County, Texas, courses numbered 72 through 73 inclusive as follows:

(72) S 73°45'50" E 108.12 feet to a 1/2" steel pin with plastic cap previously set for the southeast corner of the said Thomas Philip Reilly 0.2000 of one acre tract, for an interior corner of the herein described tract;

(73) N 16°14'10" E 45.83 feet to a 1/2" iron pipe found at an interior corner of the said Porter 230.92 acre tract and a southeast corner of the said CCNG Properties, L.P. Tract One of 300.800 acres, said 1/2" iron pipe found being also the northeast corner of the said Bryan McMurrey 0.2000 of one acre tract;

(74) THENCE with a west line of the said Porter 230.92 acre tract and an east line of the said CCNG Properties, L.P. Tract One of 300.800 acres, N 2°19'40" W 60.32 feet to a 1/2" steel pin in rock found in the approximate center line of Little Barton Creek at a northwest corner of the said Porter 230.92 acre tract and the most westerly southwest corner of that 20.975 acre tract, a portion of the said Orran Wade Survey No. 540, and others, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Development Company, L.P. to Daniel B. Porter in Document Number 2001047246, Official Public Records of Travis County, Texas, said 1/2" steel pin in rock found being also a southeast corner of that 122.35 acre, save and except 0.3701 of one acre tract, a portion of the said Orran Wade Survey No. 540, and others, in Travis County, Texas, as described in a Correction Special Warranty Deed from CCNG Development Company, L.P. and CCNG Properties, L.P. to Spanish Oaks Commercial Partnership, L.P. in Document Number 2002082879, Official Public Records of Travis County, Texas (Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract);

THENCE with the most westerly west line of the said Porter 20.975 acre tract and an east line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, courses numbered 75 through 76 inclusive as follows:

(75) N 2°19'40" W 30.82 feet to a 1/2" steel pin set in rock found;

(76) N 9°01'20" W 73.48 feet to a 1/2" steel pin found at the most westerly northwest corner of the said Porter 20.975 acre tract and an interior corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, for a northwest corner of the herein described tract;

THENCE with a north, west, north, west, south, west and north line of the said Porter 20.975 acre tract and a south, east, south, east, north, east and south line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, courses numbered 77 through 93 inclusive as follows:

(77) S 77°22'10" E 354.86 feet to a 1/2" steel pin with plastic cap found at an interior corner of the said Porter 20.975 acre tract and a southeast corner of the said Spanish Oaks

Commercial Partnership, L.P. 121.98 acre tract, for an interior corner of the herein described tract;

(78) N 14°23'30" W 242.13 feet to a 1/2" steel pin with plastic cap found;

(79) N 36°33'00" W 61.34 feet to a 1/2" steel pin with plastic cap found at a northwest corner of the said Porter 20.975 acre tract and an interior corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, for a northwest corner of the herein described tract;

(80) S 56°20'00" E 292.74 feet to a 1/2" steel pin with plastic cap found;

(81) S 60°38'20" E 229.39 feet to a 1/2" steel pin with plastic cap found;

(82) S 62°54'10" E 254.02 feet to a 1/2" steel pin with plastic cap found;

(83) S 75°32'30" E 329.48 feet to a 1/2" steel pin with plastic cap found;

(84) N 64°38'00" E 182.21 feet to a 1/2" steel pin with plastic cap found;

(85) N 11°38'50" E 229.76 feet to a 1/2" steel pin with plastic cap found;

(86) N 14°48'20" E 112.71 feet to a 1/2" steel pin with plastic cap found at an interior corner of the said Porter 20.975 acre tract and a northeast corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, for an interior corner of the herein described tract;

(87) N 85°20'50" W 60.78 feet to a PK nail found set in the concrete ring of an electric manhole at the most northerly southwest corner of the said Porter 20.975 acre tract and an interior corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, for the most northerly southwest corner of the herein described tract;

(88) N 21°00'00" W 13.05 feet to a 1/2" steel pin with plastic cap found at a northwest corner of the said Porter 20.975 acre tract and an interior corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, for a northwest corner of the herein described tract;

(89) with a curve to the left an arc distance of 23.05 feet, said curve having a radius of 113.58 feet, a central angle of 12°38'12" and a chord of which bears N 62°41'00" E 25.00 feet to a 1/2" steel pin with plastic cap found at a corner of the said Porter 20.975 acre tract and the southwest corner of that 4.029 acre tract, a portion of the said Matthew Williams Survey No. 900 and a portion of the said Orran Wade Survey No. 540, in Travis County, Texas, designated as Tract 1 and described in a deed from The Estate of Nellie Marie Boothe Moehring, Deceased to Terry Boothe in Document Number 2000032029, Official Public Records of Travis County, Texas,

THENCE with a north, northeast, east and northeast line of the said Porter 20.975 acre tract and a south, southwest, west and southwest line of the said Boothe Tract 1 of 4.029 acres, courses numbered 90 through 93 inclusive as follows:

(90) S 85°20'50" E 286.26 feet to a 1/2" steel pin previously set in rock found;

(91) S 50°14'20" E 195.91 feet to a 1/2" steel pin previously set in rock found;

(92) S 34°03'30" W 105.98 feet to a 1/2" steel pin found;

(93) S 52°15'40" E 15.92 feet to a 1" steel pin found in the approximate center line of Little Barton Creek in the top of a concrete structure at a northeast corner of the said Porter 20.975 acre tract and the most southerly corner of the said Boothe Tract 1 of 4.029 acres, said 1" steel pin found being also a corner of that 2.000 acre tract, a portion of the said Matthew Williams

Survey No. 900, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Development Company, L.P. to Daniel B. Porter in Document Number 2000013836, Official Public Records of Travis County, Texas, for an interior corner of the herein described tract;

(94) THENCE with the northwest line of the said Porter 2.000 acre tract and the southeast line of the said Boothe Tract 1 of 4.029 acres, and being also with the approximate center line of Little Barton Creek, N 45°07'00" E 208.25 feet to a 5/8" steel pin set in rock found at the most easterly corner of the said Boothe Tract 1 of 4.029 acres and a south corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract;

(95) THENCE with the northwest line of the said Porter 2.000 acre tract and a southeast line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, and being also with the approximate center line of Little Barton Creek, N 50°01'40" E 135.83 feet to a 5/8" steel pin found at the north corner of the said Porter 2.000 acre tract and a west corner of the said Porter 230.92 acre tract;

THENCE with a northwest, north, northeast and east line of the said Porter 230.92 acre tract and a southeast, south, southwest and west line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, and being also with the approximate center line of Little Barton Creek, courses numbered 96 through 103 inclusive as follows:

(96) N 80°44'50" E 25.82 feet to a 5/8" steel pin found;

(97) N 41°57'50" E 43.22 feet to a calculated point;

(98) N 49°15'10" E 49.09 feet to a calculated point;

(99) N 68°10'10" E 56.13 feet to a calculated point;

(100) S 86°54'50" E 131.21 feet to a 5/8" steel pin found;

(101) S 78°01'00" E 132.47 feet to a 1/2" steel pin previously set in rock found;

(102) S 56°50'30" E 110.16 feet to a 1/2" steel pin previously set in rock found;

(103) S 26°20'00" E 60.04 feet to a 1/2" steel pin with plastic cap set in rock found at the most easterly south corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract and at an angle point in the most northerly west line of that 10.44 acre tract, a portion of the said Matthew Williams Survey No. 900, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Development Company, L.P. to Daniel B. Porter in Document Number 2001082946, Official Public Records of Travis County, Texas, for an interior corner of the herein described tract;

(104) THENCE with the most northerly west line of the said Porter 10.44 acre tract and the most easterly east line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, N 32°44'20" E 195.24 feet to a 1/2" steel pin with plastic cap found at the most northerly corner of the said Porter 10.44 acre tract and a west corner of Lot 2, Block A, Los Robles Addition, a subdivision of a portion of the said Matthew Williams Survey No. 900, in Travis County, Texas, of record in Document No. 200100338, Official Public (Plat) Records of Travis County, Texas, for the most easterly north corner of the herein described tract;

THENCE with a northeast, east and southeast line of the said Porter 10.44 acre tract and a southwest, west and northwest line of said Lot 2, Block A, Los Robles Addition, courses numbered 105 through 110 inclusive as follows:

(105) S 48°31'00" E 102.39 feet to a 1/2" steel pin with plastic cap previously set;

(106) S 26°20'00" E 103.00 feet to a 1/2" steel pin with plastic cap previously set;

(107) S 6°50'20" W 304.80 feet to a 1/2" steel pin with plastic cap previously set;

(108) S 14°17'40" W 438.56 feet to a 1/2" steel pin with plastic cap previously set;

(109) S 33°54'00" W 124.49 feet to a 1/2" steel pin with plastic cap previously set;

(110) S 63°15'20" W 121.27 feet to a 1/2" steel pin with plastic cap previously set;

THENCE with a northwest and west line of said Lot 2, Block A, Los Robles Addition, courses numbered 111 through 114 inclusive as follows:

(111) S 65°15'20" W 28.45 feet to a calculated point;

(112) S 12°54'30" W 347.10 feet to a calculated point;

(113) S 2°13'50" W 107.04 feet to a calculated point;

(114) S 20°43'20" E 343.52 feet to a 1/2" steel pin with plastic cap previously set in a north line of that 1.8432 acre tract, a portion of the said Matthew Williams Survey No. 900, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Development Company, L.P. to Terry Boothe in Document Number 2001040747, Official Public Records of Travis County, Texas, for a southeast corner of the said Porter 10.44 acre tract and a southwest corner of said Lot 2, Block A, Los Robles Addition, for a southeast corner of the herein described tract;

THENCE with a south and east line of the said Porter 10.44 acre tract and a north and west line of the said Boothe 1.8432 acre tract, courses numbered 115 through 118 inclusive as follows:

(115) S 73°36'40" W 44.38 feet to a 1/2" steel pin with plastic cap found;

(116) S 64°54'10" W 136.60 feet to a 1/2" steel pin with plastic cap found;

(117) S 10°12'30" W 103.90 feet to a 1/2" steel pin with plastic cap found;

(118) S 9°02'40" E 33.75 feet to a 1/2" steel pin with plastic cap found in the northwest line of that 0.8510 of one acre tract, a portion of the said Matthew Williams Survey No. 900, in Travis County, Texas, designated as Tract 3 and described in said deed from The Estate of Nellie Marie Boothe Moehring, Deceased to Terry Boothe in Document Number 2000032029, Official Public Records of Travis County, Texas, for a corner of the said Porter 10.44 acre tract and the most westerly south corner of the said Boothe 1.8432 acre tract;

(119) THENCE with a southeast line of the said Porter 10.44 acre tract and the northwest line of the said Boothe Tract 3 of 0.8510 of one acre, S 44°42'40" W 25.25 feet to a calculated point at the most southerly corner of the said Porter 10.44 acre tract and the most westerly corner of the said Boothe Tract 3 of 0.8510 of one acre, said calculated point being also in a northeast line of the said Porter 230.92 acre tract and in the approximate center line of Little Barton Creek, for an interior corner of the herein described tract;

SANCTUARY AT SPANISH OAKS
PRELIMINARY PLAT

FIELD NOTES

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 5/3/21
DESIGNED BY: LAC
DRAWN BY: LAC
CHECKED BY: DWR
DRAWING NAME: prelim-plan.dwg

LAUREN CRONE
STATE OF TEXAS
128018
LICENSED PROFESSIONAL ENGINEER
6/20/2022

LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
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FRN - F-1386

JOB NUMBER: A263-404

SHEET NO. 5 OF 7 SHEETS

Unofficial Document

Porter FN of ±126.55 Ac., Pg. 12

(120) THENCE with a northeast line of the said Porter 230.92 acre tract and a southwest line of the said Boothe Tract 3 of 0.8510 of one acre, and with the approximate center line of Little Barton Creek, S 51°10'40" E 30.33 feet to a 5/8" steel pin found;

(121) THENCE with a north line of the said Porter 230.92 acre tract and a south line of the said Boothe Tract 3 of 0.8510 of one acre, N 70°14'40" E 68.80 feet to a 1/2" steel pin found in the approximate center line of Little Barton Creek;

THENCE with a north and northeast line of the said Porter 230.92 acre tract and a south and southwest line of the said Boothe Tract 3 of 0.8510 of one acre, and with the approximate center line of Little Barton Creek, courses numbered 122 through 127 inclusive as follows:

(122) S 83°02'30" E 91.26 feet to a 1/2" steel pin found;
(123) S 49°14'50" E 130.01 feet to a 1/2" steel pin found;
(124) S 69°01'20" E 119.41 feet to a 1/2" steel pin previously set in rock found;
(125) S 56°05'20" E 175.64 feet to a 1/2" steel pin previously set in rock found;
(126) S 40°29'50" E 155.43 feet to a 1/2" steel pin previously set in rock found;
(127) S 49°31'40" E 115.51 feet to a 1/2" steel pin found in a southwest line of the said Boothe 7.5 acre tract at the east corner of the said Boothe Tract 3 of 0.8510 of one acre;

(128) THENCE with a northeast line of the said Porter 230.92 acre tract and a southwest line of the said Boothe 7.5 acre tract, and with the approximate center line of Little Barton Creek, S 44°23'00" E 142.20 feet to the POINT OF BEGINNING of the herein described tract, containing 126.55 acres of land, more or less.

Note: The plastic caps on the steel pins denoted as being previously set or found are inscribed with "M & S 1838".

Bearing basis is Grid North, NAD 27, Texas Plane Coordinate System, Central Zone, as per GPS control provided by Capital Surveying Company, Inc.

Porter FN of ±126.55 Ac., Pg. 13

Metes and Bounds Description Prepared July 11, 2003
From Previous Surveys and Record Information.

METCALFE & SANDERS, INC.
Land Surveyors
4800 South Congress Avenue
Austin, Texas 78745-2350

Ref: Plan 7839F
Plan 7839G
Plan 7839J
Plan 7839L
Plan 7839Q
Plan 7839R
Plan 7839S.2
Plan 7839U

Job No. 03139.01

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EXHIBIT "B"

PERMITTED EXCEPTIONS

1. The restrictive covenants recorded in Volume 6374, Page 1231 and Volume 6889, Page 1641 of the Deed Records, Document No(s). 200100286, 2002017775, 2002019140 and 2003022521 of the Official Public Records, all of Travis County, Texas (TRACT 1 - LOT 27, BLOCK "A" ONLY); Document No(s). 2005181419 and 2010054723 of the Official Public Records of Travis County, Texas (TRACT 1); Document No. 2007074032 of the Official Public Records of Travis County, Texas (AFFECTS 8.5 ACRES OF TRACT 1); Document No. 2006079321 of the Official Public Records of Travis County, Texas (TRACT 5) Document No(s). 2006079322 and 2017121285 of the Official Public Records of Travis County, Texas (TRACT 6); and, Document No. 2017197776 of the Official Public Records of Travis County, Texas (TRACT 2).

2. Water and wastewater easement granted to Lower Colorado River Authority, by instrument dated November 8, 2000, recorded under Document No. 2001005609 of the Official Public Records of Travis County, Texas, and affected by instrument of record under Document No(s). 2012090187 and 2018062264 of the Official Public Records of Travis County, Texas. (TRACT 1)

3. Electric utility easement granted to the City of Austin, by instrument dated February 21, 2001, recorded under Document No. 2001027338 of the Official Public Records of Travis County, Texas. (TRACT 1)

4. Subject to the terms, conditions and stipulations contained in that certain Utility Facilities Acquisition Agreement by and between CCNG Development Company, L.P., and the Lower Colorado River Authority, as evidenced by the Memorandum of Agreement filed December 13, 1999, recorded under Document No. 1999153839 of the Official Public Records of Travis County, Texas, and being affected by Partial Assignment of Reimbursement Rights recorded under Document No. 2010054730 of the Official Public Records of Travis County, Texas. (TRACT 1)

5. Subject to the terms, conditions and stipulations contained in that certain Agreement dated May 11, 2000 by and between CCNG Development Company, L.P., as Participant or Assignee, and the Balcones Canyonlands Coordinating Committee as Permit Holder or Assignor, as evidenced in that certain Recitals filed May 15, 2000, recorded under Document No. 2000073358 of the Official Public Records of Travis County, Texas. (ALL TRACTS)

6. Wastewater easement granted to the Lower Colorado River Authority, by instrument dated November 3, 2000, recorded under Document No. 2000178156 of the Official Public Records of Travis County, Texas, and being affected by instruments of record under Document No(s) 2012106239, 2012090187 and 2018007791 of the Official Public Records of Travis County, Texas. (TRACT 1)

7. Terms, conditions and stipulations contained in that certain Easement Agreement dated October 9, 2002, created by Daniel B. Porter by instrument recorded under Document No.

2002192635 of the Official Public Records of Travis County, Texas, and amended by instrument of record under Document No. 2010054718 of the Official Public Records of Travis County, Texas. (TRACT 1)

8. Subject to the terms, conditions and stipulations contained in that certain agreement dated March 22, 2001, by and between 11505 Development Company, as Participant or Assignee, and the Balcones Canyonlands Coordinating Committee as Permit Holder or Assignor, as evidenced in that certain Recitals filed March 28, 2001, recorded in Document No. 2001046699 of the Official Public Records of Travis County, Texas. (TRACT 1 - LOT 27, BLOCK A ONLY)

9. An undivided one-half non-participating royalty interest in al oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 4738, Page 2077 of the Real Property Records of Travis County, Texas. (TRACT 1)

10. Electric utility easement 10 feet in width reserved along all public and/or private road rights-of-way, granted to the City of Austin on March 19, 2002, recorded under Document No. 2002051804 of the Official Public Records of Travis County, Texas. (TRACT 1 - LOT 27, BLOCK A ONLY)

11. Drainage, water and wastewater easement 10 feet in width reserved along all private streets, as shown and described on the Plat(s) recorded under Document No. 200100286 of the Official Public Records of Travis County, Texas. (TRACT 1 - LOT 27, BLOCK A ONLY)

12. Water quality and drainage easement of varied width across a portion of the property, as shown by the Plat(s) recorded under Document No. 200100286 of the Official Public Records of Travis County, Texas. (TRACT 1 - LOT 27, BLOCK A ONLY)

13. Property dedicated as greenbelt, drainage and water/wastewater easement as shown on the Plat recorded under Document No. 200100286 of the Official Public Records of Travis County, Texas. (TRACT 1 - LOT 27, BLOCK A ONLY)

14. Blanket electric transmission and/or distribution line easement granted to the City of Austin, by instrument dated October 15, 1940, recorded in Volume 659, Page 560 of the Deed Records of Travis County, Texas. (AFFECTS THAT PORTION OF TRACT 1 OUT OF THE D. BOHLS SURVEY NO. 905 AND THE M. WILLIAMS SURVEY NO. 900 ONLY AND TRACT 6)

15. Blanket electric transmission and/or distribution line easement granted to the City of Austin, by instrument dated October 15, 1940, recorded in Volume 659, Page 555 of the Deed Records of Travis County, Texas. (AFFECTS THAT PORTION OF TRACT 1 OUT OF THE D. BOHLS SURVEY NO. 905 ONLY)

16. Electric and telephone line easement granted to the City of Austin, by instrument dated April 8, 1984, recorded in Volume 8546, Page 360 of the Deed Records of Travis County, Texas and affected and replaced under Document No. 2016152705 of the Official Public Records of Travis County, Texas. (TRACT 6)

17. Right-of-way and wastewater easement granted to Lower Colorado River Authority, by instrument dated November 3, 2000, recorded under Document No. 2000178157 of the Official Public Records of Travis County, Texas, and being affected by instruments of record under Document No(s) 2012106239 and 2012090187 and 2018007791 of the Official Public Records of Travis County, Texas. (TRACT 1)

18. The terms, conditions and stipulations set out in that certain Deed Recordation Affidavit regarding the Edwards Aquifer Protection Plan dated November 27, 2000, recorded under Document No. 2000188555 of the Official Public Records of Travis County, Texas. (TRACT 1 - LOT 27, BLOCK "A" ONLY)

19. Right-of-way, water and wastewater easement granted to the Lower Colorado River Authority, by instrument dated November 3, 2000, recorded under Document No. 2001005608 of the Official Public Records of Travis County, Texas, and being affected by instruments of record under Document No(s) 2012106239, 2012090187, 2019062264 and 2019095863 of the Official Public Records of Travis County, Texas. (TRACTS 1, 5 AND 6)

20. Electric utility easement granted to the City of Austin, by instrument dated February 21, 2001, recorded under Document No. 2001027339 of the Official Public Records of Travis County, Texas. (TRACTS 1 AND 2)

21. Electric utility easement granted to the City of Austin, by instrument dated March 12, 2003, recorded under Document No. 2003056576 of the Official Public Records of Travis County, Texas. (TRACT 1)

22. Electric utility easement granted to the City of Austin, by instrument dated May 8, 2003, recorded under Document No. 2003107558 of the Official Public Records of Travis County, Texas. (TRACT 1)

23. Electric utility easement granted to the City of Austin, by instrument dated January 27, 2003, recorded under Document No. 2003027082 of the Official Public Records of Travis County, Texas. (TRACT 1)

24. Easements for utilities and access as retained by Nellie Hampe Partnership I, Ltd., in that certain Special Warranty Deed dated January 28, 2000, recorded Document No. 2000013832 of the Official Public Records of Travis County, Texas. (TRACTS 1, 2 AND 6)

25. Berm and drainage easement granted to HCS Holding Company, by instrument dated January 7, 2005, recorded under Document No. 2005014586 of the Official Public Records of Travis County, Texas. (TRACT 1)

26. The terms, conditions and stipulations of that certain Access Easement Agreement by and between Daniel B. Porter and CCNG Properties, L.P. dated August 27, 2003, recorded under Document No. 2003207707 of the Official Public Records of Travis County, Texas. (TRACT 1 - LOT 27, BLOCK "A" ONLY)

27. Terms, conditions and stipulations of that certain Parking Easement Agreement dated

September 27, 2005, by and between 126 Bee Cave Investments, L.P., as Grantor and Spanish Oaks, L.P., as Grantee, recorded under Document No. 2005181415 of the Official Public Records of Travis County, Texas. (TRACT 1)

28. Terms, conditions and stipulations of that certain Pump Station Easement (Easement Agreement) dated September 27, 2005, by and between 126 Bee Cave Investments, L.P., as Grantor and Spanish Oaks, L.P., as Grantee, recorded under Document No. 2005181419 of the Official Public Records of Travis County, Texas. (TRACT 1)

29. Terms, conditions and stipulations of that certain Access Easement Agreement dated June 25, 1998, by and between Nellie Hampe Partnership I, Ltd., as Grantor and Daniel B. Porter as Grantee, recorded in Volume 13212, Page 2546 of the Real Property Records of Travis County, Texas, as amended under Document No(s). 2003286384 and 2011094274 of the Official Public Records of Travis County, Texas. (TRACT 2)

30. Terms, conditions and stipulations of that certain Access Easement Agreement dated September 27, 2005, by and between Spanish Oaks, L.P., as Grantor and Daniel B. Porter and 126 Bee Cave Investments, L.P., as Grantee, recorded under Document No. 2005181416 of the Official Public Records of Travis County, Texas. (TRACT 3)

31. Terms, conditions and stipulations of that certain Access Easement Agreement dated September 27, 2005, by and between Spanish Oaks, L.P., as Grantor and Daniel B. Porter and 126 Bee Cave Investments, L.P., as Grantee, recorded under Document No. 2005181417 of the Official Public Records of Travis County, Texas. (TRACT 4)

32. Terms, conditions and provisions of that certain Access Easement Agreement dated April 24, 2006, by and between Columbia Greystar Bee Cave Limited Partnership as Grantor and 126 Bee Cave Investments, L.P., and Daniel B. Porter as Grantees recorded under Document No. 2006079316 of the Official Public Records of Travis County, Texas. (TRACT 5)

33. Terms, conditions and provisions of that certain Reciprocal Roadway Easement Agreement dated April 24, 2006, recorded under Document No. 2006079326 of the Official Public Records of Travis County, Texas, and affected by Agreement Regarding Access recorded under Document No. 2010054726 of the Official Public Records of Travis County, Texas. (TRACTS 5 AND 6)

34. Drainage easement granted to Columbia Greystar Bee Cave Limited Partnership by instrument dated April 24, 2006, recorded under Document No. 2006079318 of the Official Public Records of Travis County, Texas, and assigned to West Travis County Municipal Utility District No. 8 by instrument recorded under Document No. 2011094811 of the Official Public Records of Travis County, Texas. (TRACTS 1 AND 6)

35. Conservation easement granted to Columbia Greystar Bee Cave Limited Partnership by instrument dated April 24, 2006, recorded under Document No. 2006079324 of the Official Public Records of Travis County, Texas. (TRACT 1)

36. Terms, conditions and provisions pursuant to that certain Access and Utility Easement Agreement dated August 28, 2008, by and between 126 Bee Cave Investments, L.P., as

Grantor and Spanish Oaks, L.P., as Grantee recorded under Document No. 2008150597 of the Official Public Records of Travis County, Texas. Assigned to the Lower Colorado River Authority by instrument recorded under Document No. 2009121085 of the Official Public Records of Travis County, Texas. (TRACT 1 - LOT 27, BLOCK A ONLY)

37. Conservation easement granted to the City of Bee Cave, Texas, by instrument dated May 28, 2009, recorded under Document No. 2009089223, corrected and re-filed under Document No. 2009105812 of the Official Public Records of Travis County, Texas. (TRACT 1)

38. Easements and building setback lines as shown and/or described on the Plat(s) of record under Document No(s). 200100286, 200300084, 200300184, 200400261, 200400339, 200400202, 200400261, 200600084, 200600085, 200400202, 200600270 and 200600269 of the Official Public Records of Travis County, Texas. (TRACT 4)

39. Easements and building setback lines as shown and/or described on the Plat(s) of record under Document No(s). 200100338 and 201600242 of the Official Public Records of Travis County, Texas. (TRACT 6)

40. Easements and building setback lines as shown and/or described on the Plat(s) of record under Document No. 200600169 of the Official Public Records of Travis County, Texas. (TRACT 2)

41. The terms, condition and stipulations of that certain Post-Closing Agreement dated January 28, 2000 recorded under Document No. 2000013834 of the Official Public Records of Travis County, Texas. (TRACT 6)

42. The terms, condition and stipulations of that certain Environmental Restrictions Agreement dated March 27, 2001 recorded under Document No. 2001047704 of the Official Public Records of Travis County, Texas. (TRACT 6)

43. The terms, condition and stipulations of that certain Access Easement Agreement dated December 9, 2003 recorded under Document No. 2003286382 of the Official Public Records of Travis County, Texas, and being amended under Document No. 2006163812 of the Official Public Records of Travis County, Texas. (TRACT 6)

44. The terms, condition and stipulations of that certain Agreement filed February 7, 2006 recorded under Document No. 2006021756 of the Official Public Records of Travis County, Texas. (TRACTS 5 AND 6)

45. Terms, conditions and provisions of that certain Stormwater Management System Easement and Maintenance Agreement dated April 24, 2006, recorded under Document No. 2006079325 of the Official Public Records of Travis County, Texas. (TRACTS 5 AND 6)

46. Terms, conditions and provisions of that certain Cooperation Agreement dated April 24, 2006, recorded under Document No. 2006079327 of the Official Public Records of Travis County, Texas. (TRACTS 5 AND 6)

47. Terms, conditions and provisions of that certain Cooperation Agreement dated April 24, 2006, recorded under Document No. 2006079328 of the Official Public Records of Travis County, Texas. (TRACTS 5 AND 6)

48. Terms, conditions and provisions of that certain License Agreement dated April 24, 2006, recorded under Document No. 2006079330 of the Official Public Records of Travis County, Texas. (TRACTS 5 AND 6)

49. 0.096 access easement granted to West Travis County Municipal Utility District No. 8, dated March 19, 2009, recorded under Document No. 2009064356 of the Official Public Records of Travis County, Texas and affected by Document No. 2016138063 of the Official Public Records of Travis County, Texas. (TRACT 6)

50. Easement for Equipment Station granted to Southwestern Bell Telephone, L.P. dated February 16, 2007 recorded under Document No. 2007093099 of the Official Public Records of Travis County, Texas. (TRACT 6)

51. The terms, condition and stipulations of that certain Reciprocal Access and Restrictive Covenant Agreement dated April 16, 2010, recorded under Document No. 2010054723 of the Official Public Records of Travis County, Texas. (TRACTS 1 AND 3)

52. Terms, conditions and provisions of that certain Access Easement Agreement dated April 16, 2010, by and between CCNG Development Company, L.P. as Grantor and Cassandra Interests, Ltd. as Grantee recorded under Document No. 2010054725 of the Official Public Records of Travis County, Texas. (TRACT 6)

53. The terms, condition and stipulations of that certain Agreement Regarding Access dated April 16, 2010 recorded under Doctimept No. 2010054726 of the Official Public Records of Travis County, Texas. (TRACTS 5 AND 6)

54. Right of first refusal as set forth in instrument recorded under Document No. 2010054727 of the Official Public records of Travis County, Texas. (TRACT 1)

55. The terms, condition and stipulations of that certain Agreement Concerning Impervious Cover Allocation dated April 16, 2010, recorded under Document No. 2010054728 of the Official Public Records of Travis County, Texas. (TRACT 1)

56. The terms, condition and stipulations of that certain Agreement Regarding Development Agreement dated April 16, 2010, recorded under Document No. 2010054729 of the Official Public Records of Travis County, Texas. (TRACT 1)

57. The terms, condition and stipulations of that certain Partial Assignment of Reimbursement Rights dated April 16, 2010, recorded under Document No. 2010054730 of the Official Public Records of Travis County, Texas. (TRACT 1)

58. The terms, condition and stipulations of that certain Right of Construction dated February 21, 2011, recorded under Document No. 2011026097 of the Official Public Records of Travis County, Texas. (TRACT 1)

Unofficial Document

SANCTUARY AT SPANISH OAKS
PRELIMINARY PLAT

FIELD NOTES

REVISIONS			
NO.	BY	DATE	DESCRIPTION

DATE: 5/3/21
DESIGNED BY: LAC
DRAWN BY: LAC
CHECKED BY: DWR
DRAWING NAME: prelim-plan.dwg

Lauren Crone
STATE OF TEXAS
LAUREN CRONE
126018
LICENSED
PROFESSIONAL ENGINEER
6/20/2022

LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A263-404

SHEET NO. 6 OF 7 SHEETS

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59. The terms, condition and stipulations of those certain Leases as evidenced under Document No(s). 2011102739, 2011136642 and 2011136643 of the Official Public Records of Travis County, Texas. (TRACT 2)

60. The terms, conditions and stipulations of that certain Notice of Propane Gas Systems dated September 26, 2016, recorded under Document No. 2016162133 of the Official Public Records of Travis County, Texas. (TRACTS 1, 3 AND 4)

61. The terms, conditions and stipulations of that certain Development Agreement dated December 13, 2016, recorded under Document No. 2017005834 of the Official Public Records of Travis County, Texas. (TRACT 1)

62. Hike and bike trail easement granted to SO Owners Association, by instrument dated October 1, 2019, recorded under Document No. 2019186537 of the Official Public Records of Travis County, Texas. (TRACT 4)

63. Terms, conditions and stipulations contained in that certain Consent Agreement dated February 10, 2021, recorded under Document No. 2021076323 of the Official Public Records of Travis County, Texas. (TRACT 1)

Unofficial Document

SANCTUARY AT SPANISH OAKS
PRELIMINARY PLAT

FIELD NOTES

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 5/3/21
DESIGNED BY: LAC
DRAWN BY: LAC
CHECKED BY: DWR
DRAWING NAME: prelim-plan.dwg

Lauren Crone
STATE OF TEXAS
LAUREN CRONE
128018
LICENSED
PROFESSIONAL ENGINEER
6/20/2022

LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A263-404

SHEET NO. 7 OF 7 SHEETS

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Memo

Date: October 14, 2022

To: **Lauren Crone P.E., LJA Engineering**

CC: Clint Garza, City Manager
Lindsey Oskoui, Assistant City Manager
Megan Santee, Assistant City Attorney

From: Sean Lapano, City Planner
Logan Maurer, E.I.T., Staff Engineer
Megan Will, Director of Planning & Development
Kevin Sawtelle, P.E., City Engineer

Subject: **Sanctuary at Spanish Oaks – Preliminary Plat (MPN#22-740-PP)**

The purpose of this memorandum is to provide review comments for the **Sanctuary at Spanish Oaks Preliminary Plat**

The application received a Certificate of Completeness on September 19, 2022, and in accordance with the city's Plat Submittal Calendar is on the October 18, 2022, Planning and Zoning Commission agenda for consideration.

Per the terms of a Consent Agreement, Doc #2021076323, between the City of Bee Cave, Texas and Cassandra Interests, LTD, the Preliminary Plat is subject to the Bee Cave Code of Ordinances as adopted on October 1, 2020, with the following modifications:

30.03.001(c)(1)(C) Private Streets Access Onto Public Thoroughfare
The private street subdivision shall provide a number of access points that complies with the International Fire Code and amendments. Restricted access entrances shall not be allowed. Right-of-way width for streets shall be a minimum of fifty feet (50') with a minimum of twenty-six feet (26') of pavement width.

30.03.001(o) Block Length
The maximum length of any block or street segment shall be two thousand four hundred feet (2,400') and there shall be no minimum length of any block or segment.

30.03.001(p) Cul-de-sac Design
A cul-de-sac street shall not be longer than eight hundred and fifty feet (850'), and at the closed end shall have a turnaround bulb with an outside pavement diameter of at least eighty feet (80')

32.03.004 (d)(1)(A) Minimum Lot Area

Lots shall be designated as residential shall average 26,000 SF or greater. No lot shall be less than 19,000 SF.

20.04.045(a) & (b) Water Quality Buffer Zones

(a) All development activities, including temporary construction activities and landscaping activities, shall be restricted from the WQBZ, except

(1) the following development activities, which shall be allowed

(A) Up to six (6) residential lots, each of which may have up to a maximum of 20 percent impervious cover. All impervious cover must be a minimum of 100 feet from the two-year floodplain; and

(B) Water Quality controls utilized for compliance with § 20.04.050. Controls must be located a minimum of 100 feet from the two-year floodplain and comply with all other standards in City Code and the City's adopted Technical Construction Standards and Specifications Manual, including those related to location.

(2) and the following development activities, which may be allowed if approved by the city:

(A) Roadway and driveway crossings;

(B) Hike and bike trails in accordance with the comprehensive plan;

(C) Maintenance and restoration of natural vegetation;

(D) Water quality control monitoring devices;

(E) Removal of trash, debris, and pollutants;

(F) Utilities, as subject to the restrictions of subsection (b) of this section;

(G) Fences that do not obstruct flood flows;

(H) Public and private parks and open space, with development in the parks and open space limited to hiking, jogging, or walking trails, and excluding stables and corrals for animals;

(I) Private drives to allow access to property not otherwise accessible.

(b) All utilities, roads, and joint access drives shall be located a minimum of one hundred feet (100') from the two year floodplain. Wastewater lift stations shall be located outside the WQBZ. On-site wastewater disposal systems shall be located outside the WQBZ. Wastewater trunk lines and lateral lines shall be located outside the WQBZ to the maximum extent practical except for crossings All wastewater trunk lines located in the WQBZ shall meet design standards and construction specifications of testing to a zero (0) leakage allowable.

PLAT APPLICATION REVIEW CHECKLIST

The applicant is requesting the following exceptions:

***30.03.005(a)* Walkways:** 4' sidewalks required on at least one side of street

***30.03.004(b)* Blocks:** This exception is unnecessary because the block length is addressed via 30.03.001(o) that was modified by the Consent Agreement.

***30.03.001(o)* Streets (Block Length):** This exception is unnecessary because this was modified by the Consent Agreement.

***30.03.001(r)* Streets (Dead-end Streets):** Except in unusual cases, no dead-end streets will be approved unless such dead-end streets are provided to connect with future streets on adjacent land.

***30.03.001(u)* Streets (Two Points of Access)**: This exception is unnecessary because the minimum number of points of access are addressed via 30.03.001(c)(10)(C) that was modified by the Consent Agreement. The plat conforms to the minimum points of access required by the International Fire Code.

Please see the table on pages 3-8 of this memo for review administrative requirements.

The tables on pages 9-36 of this document provides a technical review of the Sanctuary at Spanish Oaks Preliminary Plat**. Outstanding items are conditions of approval.** A summary of conditions is provided below.

- Item #2 30.07.001(a)
- Item #24 30.03.001(b)
- Item #52 30.03.001(r) – pending approval of exception request
- Items #77, #78, and #79 30.03.005(a) – pending approval of exception request
- Item #125 30.03.010(i)
- Item #126 30.03.010(j)
- Items #132, #133, and #134 30.04.003(a)
- Item #138 30.04.003(c)(9)
- Item #161 30.05.001(c) – pending approval of exception from 30.03.005(a) Walkways
- Address the general comments listed on page 6.

PLAT APPLICATION REVIEW CHECKLIST

ADMINISTRATIVELY COMPLETE APPLICATION CHECKLIST	Code Ref	Y/N/NA	Notes
1. Is the correct plat type being requested? *Preliminary Plat: See Sec. 30.02.003* *Final Plat: See Sec. 30.02.007* *Development Plat: See Sec. 30.02.009* *Replat: See Sec. 30.02.011* *Amended Plat: See Sec. 30.02.012*		Y	Preliminary Plat
2. Have fees been paid?	**30.07.001(a)**	**N**	**$2,050 is due at this time. Recordation fees will be due upon filing of an approved plat.**
3. Proof of Ownership and Authorization to Apply on Behalf of Owner, if necessary. *Only the landowner or his or her authorized agent are allowed to submit an application for subdivision approval. The City requires proof of ownership or documented proof of authorization to serve as agent for the landowner from any applicant.*	30.02.002(i)	Y	General Warranty Deed #2021101039 indicate Synchro Realty, LLC. is the owner of this property. Daniel Ryan and Lauren Crone (LJA Engineering, Inc.) received authorization from John Creveling (Authorized Agent of property owner) in letter dated 03/30/2022.
4. Have property taxes been paid? – provide an Original Tax Certificate Travis County requires an Original Tax Certificate for plat recordation. To avoid delay at the time of recordation, staff recommends ordering the certificate and providing it to the City as soon as possible.	30.02.002(k)(2)(A)	Y	Tax Certificate dated 02/07/2022 shows taxes have been paid through 2021.
5. Is an Engineer's Summary Report provided?	30.02.002(k)(2)(B)	Y	03/28/22 report from Lauren Crone, LJA Engineering, Inc.

PLAT APPLICATION REVIEW CHECKLIST

6. Does the proposed development take access from a TxDOT or Travis Co. roadway? • If YES, the application shall include a letter from TxDOT or Travis County as applicable, acknowledging and approving proposed driveway locations and corresponding median openings and left-turn lanes, if applicable.	30.02.002(k)(2)(B)	N/A	Lots to take access from Flowering Sienna Bend
Have utility providers verified adequate level of service to the proposed subdivision? Letters must be provided from each of the applicable utility service providers, verifying receipt and review of all materials depicting the proposed development and their ability to provide an adequate level of service for the proposed development.	30.02.002(k)(2)(B)	Y	
7. Water/Wastewater		Y	Approved SER submitted
8. Electric		Y	03/01/2022 letter from Austin Energy.
9. Gas		Y	02/08/2022 Texas Gas Service
10. Telephone		N/A	
11. Cable TV		N/A	
12. Solid Waste		Y	06/21/2022 letter from Texas Disposal System
13. Will the subdivision generate school-aged children? If YES, a LTISD Capacity Letter is required.	See Sec 30.02.002(k)(2)(B)	Y Y	07/28/2022 letter from LTISD
14. Emergency Services Capacity Letter	See Sec 30.02.002(f)	Y	
15. Is the subject property located in the Bee Cave ETJ? If YES, has application been made to Travis County?		N	
16. Does the proposed subdivision include new streets? If YES, street names must be reserved/confirmed via 911 Addressing	30.02.002(f) 30.02.003(f)(4)	Y Y	07/08/2022 911 addressing confirmation
17. Does the subdivision include common open space or other improvements not dedicated to the City for public use?	30.04.003	Y	Draft CCRs Submitted

If YES, a property owners'/ homeowners' association agreement, CCRs and association documents must be submitted for review.			
ADDITIONAL SUBMITTAL REQUIREMENTS for FINAL PLATS			
18. Documentation that all required public improvements have been installed in accordance with City standards. • "Letter of Satisfactory Completion" (30.06.009) from City for City-accepted public improvements (streets) • Letters for utility companies verifying their easements OR • Submission of proper assurances or escrow funds for the completion of improvements per Article 30.06	30.02.007(b)	N/A	
19. A 2-year maintenance bond or other such guarantee or warranty satisfactory to the City Manager & City Attorney for all public improvements	30.06.008	N/A	

GENERAL COMMENTS

1. Include all applicable City of Bee Cave Standard Plat Notes.

2. The acreage in the legal description on pg. 1 of the plat does not match what's stated in the Engineer's Summary Letter. The legal description or summary letter must be updated as necessary to resolve the conflict.

3. Update Plat note #4, the subject property is located within the Bee Cave City Limits.

4. List all the exceptions to Code noted in the Consent Agreement in plat notes, as required by the Consent Agreement.

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
Streets			
20. Does the plat have reserve or residual strips of land controlling access to egress from other property? They're not allowed.	30.03.001(a)	N	
21. Is the street configuration restricting or damaging the adjoining property?	30.03.001(a)	N	
22. Are the streets constructed in accordance with the TCSS Manual?	30.03.001(a)	N/A	Design of roadway TBD at SCP. However, proposed private street must meet the City's latest adopted Thoroughfare Plan and TCM for a rural residential roadway, i.e. ROW width must be 70 feet.
23. Is the street configuration in conformance with the thoroughfare plan?	30.03.001(b)	Y	
24. Are the streets sized appropriately for the type of development?	**30.03.001(b)**	**N**	**Per the Consent Agreement streets must have a minimum pavement width of 26 ft., the Plat submitted shows 25 ft.**
25. Does the street configuration minimize the amount of cut and fill on slopes? Minimize land disturbance? Is it along natural contour lines, thereby reducing stormwater runoff and preserving natural, scenic characteristics of the land?	30.03.001(b)	Y	
26. Do the streets provide a safe, convenient, and functional system for traffic circulation?	30.03.001(b)	Y	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
27. Are there 100 or more dwelling units OR does it generate 1,000 or more "one-way" trips per day? (cross-referenced in section (e))	30.03.001(c)(3)	N	
28. Is the project phased? If so, Council may require an update to the TIA at future phases.	30.03.001(c)(3)	N	
29. Does the subdivision have two points of vehicular access from the thoroughfare system? OR does it have a divided entrance with a median at least 200' feet	30.03.001(c)(4)(A)	N	
30. If residential, does it have at least 50' of frontage (or more if req'd by zoning) on a public street?	30.03.001(c)(4)(B)	Y	
31. Does the TIA demonstrate a need for off-site improvements?	30.03.001(c)(5)	N/A	
32. Does the applicant provide rights-of-way required for existing or future streets and street improvements shown in the thoroughfare plan?	30.03.001(c)(6)(A)	N/A	
33. Does the subdivision propose perimeter streets? If so, is half of the total required right-of-way width for such streets provided?	30.03.001(c)(6)(B)	N	
34. If the slope is greater than 3:1, is the right-of-way wider to provide adequate earth slopes?	30.03.001(c)(6)(C)	N/A	
35. Does the TIA require intersection improvements and traffic control devices to be installed?	30.03.001(c)(8)	N/A	
36. Did the application include a phasing schedule that explains the • plan for development, • dedication of rights-of-way • street improvements (on or off site)	30.03.001(c)(9)	N/A	
37. Does the subdivision propose private streets? If so, do they comply with the following: **Check Code for numerous other requirements.**	30.03.001(c)(10)(A)	Y	• True, not intended for

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
• NOT intended for regional or local through traffic circulation • Subdivision in area that on at least two sides (i.e. at least 50% of the perimeter) is surrounded by natural barriers (creeks, floodplains, steep topological slopes, geologic formations or wildlife preserves, a golf course, or park)***screening walls, roadways, man-made drainage ditches or berms, utility easements and rights of way DO NOT COUNT**** • Subdivision not located adjacent to an existing/approved public street that could be reasonably connected via bridge or culvert • Has POA or HOA covering all of property to be served by streets			regional/local through traffic circulation • True, subdivision is surrounded by natural barriers on at least two sides (>50% of perimeter) • True, not located adjacent to existing public street • Comment 9 on cover sheet confirms HOA will maintain private street • Street considered private lot (Blk A Lot 10)
38. Does the subdivision require construction of an improvement that 'outside forces' (e.g. TXDOT) prevent the applicant from building immediately? If so, see Code for guidance on escrow	30.03.001(d)(1)	TBD	A submittal to FEMA of a no-rise certification may be required as part of the Subdivision Construction Plans bridge profile needed

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
39. **For required components of TIA check Code**	30.03.001(f)	N/A	No TIA, <1000 one-way trips generated per analysis period
40. If the Streets are NOT shown on the thoroughfare plan do they: • Appropriately continue existing streets • Conform to a plan for the neighborhood that City Council has adopted to address unusual topographic conditions • Provide future access to vacant areas zoned something similar? • Work harmoniously with existing or proposed driveway openings	30.03.001(g)	Y	
41. If residential streets, does the layout discourage through traffic? Prevent access to adjacent subdivisions?	30.03.001(h)	Y	
42. If the ROW changes width, does it happen at a location *other than* at an intersection?	30.03.001(h)	N/A	
43. Does the subdivision abut or contain an existing or proposed arterial street? **If so, see requirements.**	30.03.001(i)	N	
44. Are there private reserve strips controlling access to streets? These are prohibited unless controlled by City	30.03.001(j)	N	
45. Is the centerline offset between intersecting, undivided streets greater than 150' (less should be avoided)?	30.03.001(k)	N/A	
46. If there is a major thoroughfare intersection, is it at least 90 degrees angle and is the tangent to the intersecting street at least 50'?	30.03.001(l)	N/A	
47. Do the street ROW widths match what is shown on the thoroughfare plan?	30.03.001(m)	N/A	
48. Do the street ROW widths match what is shown in the roadway cross-sections of the comp plan?	30.03.001(m)	N/A	Rural residential road x-sec calls for 70' ROW

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
			from adopted street x-secs (60' shown). However, Per the Consent Agreement streets must have a minimum right of way of 50 ft., the plat submitted depicts a 60' right-of-way.
49. Are any prohibited half streets proposed? **If so see requirements.**	30.03.001(n)	N	
50. Are all block lengths at least 500' and less than 2000' (measured along centerline between mid-points of intersection)?	30.03.001(o)	Y	Consistent with Consent Agreement Per consent agreement, the maximum length is 2,400'with no minimum requirement
51. If there is a cul-de-sac street, is it • 600' or less? • Does it have a turn-around built at least 80' in diameter and a ROW width at least 100'	30.03.001(p)	Y*	Cul-de-sac meets minimum diameter requirements per consent agreement Cul-de-sac is approximately 1400'
52. Is there a dead-end street approved?	**30.03.001(r)**	**TBD**	**Exception requested.**
53. Do new streets which are extensions of existing streets • Have the same name as the existing street? • Have >= ROW width?	30.03.001(s)	Y	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
54. Are there at least two points of access from an improved public roadway?	30.03.001(u)	N/A	Per the Consent Agreement the subdivision access points must comply with the adopted International Fire Code. Per the IFC, only one access is required.
55. For residential lots, is there at least one entrance for every 50 lots?	30.03.001(u)	Y	
56. Are driveways designed in accordance with the TCSS Manual?	30.03.001(u)	N/A	Driveways are residential
57. Are the streets designed in accordance with the TCSS Manual?	30.03.001(v)	N/A	To be determined at Subdivision Construction Plans.
Alleys	**Code Ref**	**Y/N/NA**	**Notes**
58. If alley in non-res area, is the ROW at least 25' and pavement at least 15'?	30.03.002(a)	N/A	
59. If alley in non- res area and serving as fire lane, is pavement at least 24' AND dedicated on final pat?	30.03.002(a)	N/A	
60. If in res area, is the alley approximately parallel to the front street? AND At least 15' ROW and 10' of pavement?	30.03.002(b)	N/A	
61. Is there a dead-end or hammerhead alley? **(NOT ALLOWED)**	30.03.002(c)(3)	N/A	
62. Is the alley 2000' or fewer (measured along centerline)?	30.03.002(c)(4)	N/A	
63. Is alley designed in accordance with TCSS manual?	30.03.002(c)	N/A	
64. Is the alley intersection perpendicular and at a 90-degree angle?	30.03.002(c)(5)	N/A	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
65. Can the alley width and inside radius accommodate waste collection and emergency vehicles?	30.03.002(c)(5)	N/A	
66. Is the intersection three way (fours should be avoided; any more prohibited)?	30.03.002(c)(5)	N/A	
Easements	Code Ref	Y/N/NA	Notes
67. Are City utility easements at least 15'? (drainage width as required by City Engr)	30.03.003(a)	Y	Drainage easement width to be determined at Subdivision Construction Plans
68. Are the easements centered along front or side lot lines (rather than across the interior or rear of lots)?	30.03.003(a)	Y	Private street width PUE
69. Is there a watercourse/drainageway or channel? If so, is there a stormwater easement or drainageway ROW?	30.03.003(b)	Y	
70. Are lot areas computed inclusive of all easements?	30.03.003(c)	Y	
71. Is the minimum buildable area at least one half of the required minimum lot size?	30.03.003(c)	Y	
72. In res subdivisions without alleys, is there at least a 10' utility easement along front of all lots adjacent to and flush with the street ROW?	30.03.003(d)	Y	
73. Is the applicant requesting to provide an easement via separate instrument?	30.03.003(e)	N	
Blocks	Code Ref	Y/N/NA	Notes
74. Are blocks 2,000' or fewer?	30.03.004(b)	N/A	Per Consent Agreement, maximum block length is 2,400'
75. Are blocks at least 500'?	30.03.004(b)	N/A	Per Consent Agreement, no minimum block length
76. If there are blocks that don't meet min and max dimensions, has the applicant applied for a variance?	30.03.004(b)	N/A	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
Walkways	**Code Ref**	**Y/N/NA**	**Notes**
77. For res developments, are sidewalks at least 4' wide? Are sidewalks on at least one side of the street?	30.03.005(a)	**N**	**Exemption Requested**
78. In non-res developments and along perimeter roadways, are sidewalks at least 5' wide	30.03.005(a)	**N**	**Exemption Requested**
79. Are sidewalks in the street ROW 1' from the ROW line and at least 4' from the street curb?	30.03.005(a)	**N**	**Exemption Requested**
Lots	**Code Ref**	**Y/N/NA**	**Notes**
80. Do lots conform to the min requirements in the zoning district?	30.03.006(a)	Y	SF-20
81. Does each lot abut a dedicated, improved street? If not is the street platted as an approved private street subdivision?	30.03.006(b)	Y	
82. Do lots conform with comprehensive plan requirements?	30.03.006(b)	Y	
83. Are the lots emptying onto a highway, arterial, or collector street? If so, TIA may be required with preliminary plat)	30.03.006(b)	N	
84. Is lot frontage 50' or greater?	30.03.006(b)	Y	
85. If irregularly shaped lot, does it meet width and frontage requirements of zoning district?	30.03.006(c)	Y	
86. Are side lot lines roughly right angles to the street ROW lines?	30.03.006(d)	Y	
87. If there are double frontage lots, are setbacks established for each side street?	30.03.006(e)	N/A	
88. If double frontage lot, is there appropriate screening? **See 30.05.007 for** screening **rules.**	30.03.006(f)	N/A	
89. If OSSF proposed, does it meet minimum size required by OSSF Rules?	30.03.006(g)	N/A	
90. Are there any flag lots? (PROHIBITED)	30.03.006(h)	N	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
Building Lines	**Code Ref**	**Y/N/NA**	**Notes**
91. If the property abuts 71, 620, 2244, Bee Cave Pkwy, or FM 3238 (Hamilton Pool), is the building setback 75'? Is the land in setback unpaved? Is there anything proposed other than landscaping, paved access drives, and/or underground utilities?	30.03.007(1)	N/A	
92. If non-res or MF and abuts another road, is the front building setback 35'? Is land unpaved except for driveways?	30.03.007(2)	N/A	
93. If SF and abuts another road, is front building setback 35'? Is land unpaved except for driveways?	30.03.007(3)	Y	40' BL
Utility Services	**Code Ref**	**Y/N/NA**	**Notes**
94. Are feeder lines placed away from major/minor thoroughfares and arterials?	30.03.008(b)	N/A	TBD at time of subdivision construction plans
95. Are feeder lines placed overhead placed along both sides of the street ROW (DISCOURAGED)?	30.03.008(b)	N/A	TBD at time of subdivision construction plans
96. Did the applicant provide verification of acceptance of easement locations and widths from the public utilities prior to final plat?	30.03.008(b)	N/A	To be determined prior to final plat
97. Did the applicant provide a letter of commitment from each utility (electric, gas, telephone, cable)?	30.03.008(b)	Y	Letters of service availability were provided
98. Is electrical and telephone support equipment (e.g. transformers, amplifiers, switching devices) pad or ground mounted, or mounted underground? (NOT ALLOWED TO BE OVERHEAD UNLESS SUBDIVISION IS SERVED FROM PERIMETER OVERHEAD ELECTRICAL FACILITIES)	30.03.008(d)	N/A	To be determined at time of subdivision construction plans

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
99. Is the pad or ground mounted utility equipment screened from any public roadway AND clear of street intersections and driveway openings?	30.03.008(d)	N/A	To be determined at time of subdivision construction plans
100. Is the applicant proposing grouped metering? (NOT ALLOWED)	30.03.008(g)	N	
Water and Wastewater Facility Design	**Code Ref**	**Y/N/NA**	**Notes**
101. Is the design of the water source in accordance with TCEQ regs?	30.03.009(a)(1)	N/A	To be determined at time of subdivision construction plans
102. Is the design of the water source in accordance with TCSS Manual?	30.03.009(a)(2)	N/A	To be determined at time of subdivision construction plans
103. Is the design of the fire protection system in accordance with the TCSS Manual and the fire department requirements?	30.03.009(a)(3)	N/A	To be determined at time of subdivision construction plans
104. Is the subdivision served by an approved means of wastewater collection and treatment?	30.03.009(b)	Y	WTCPUA is the utility provider
105. Has the applicant provided all necessary easements for utilities?	30.03.009(c)(3)	Y	To be confirmed at time of subdivision construction plans
106. Has the applicant provided proof of adequate water and wastewater service?	30.03.009(c)(4)	Y	Service availability has been provided from WTCPUA
107. Has the applicant provided for provisions of future expansion of utilities?	30.03.009(c)(5)	N/A	Per plat notes, any future subdivision is prohibited.
108. Has the applicant provided information on operations and maintenance of utilities OR proof that a separate entity will be responsible for the operations and maintenance?	30.03.009(c)(6)	Y	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
109. Has the applicant provided fiscal security for construction of utilities (if not already built?)	30.03.009(c)(7)	N/A	Required at time of subdivision construction plans
110. Has the applicant obtained approval from all utility providers?	30.03.009(c)(8)	Y	WTCPUA acknowledged service availability.
111. Has the applicant verified that they are complying all requirements of the utility provider?	30.03.009(c)(9)	N/A	To be determined at subdivision construction plans
112. Have water and wastewater lines been extended along the entire frontage of the subdivision adjacent to the street?	30.03.009(d)	N/A	To be determined at subdivision construction plans
Stormwater Collection and Conveyance Systems	**Code Ref**	**Y/N/NA**	**Notes**
113. Does the application include a layout of the drainage system, including supporting calculations?	30.03.010(a)	Y	More detailed info to be provided at Subdivision Construction Plans
114. Does the proposed drainage system resist external pressure caused by earth or building?	30.03.010(b)(1)	N/A	To be determined at subdivision construction plans
115. Does the proposed drainage system resist internal pressure or abrasion caused by water or debris?	30.03.010(b)(2)	N/A	To be determined at subdivision construction plans
116. Do the proposed improvements permit water to gather in a pool that may become stagnant?	30.03.010(c)	N/A	To be determined at subdivision construction plans

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
117. Does the proposed development result in additional identifiable adverse flooding on other property? (NOT ALLOWED)	30.03.010(d)(1)	N/A	To be determined at subdivision construction plans
118. Does the proposed development result preserve the natural and traditional character of the land and waterway to the greatest extent feasible?	30.03.010(d)(2)	Y	
119. Does the proposed development include on-site control of the two-year peak flow?	30.03.010(d)(3)	N/A	To be determined at subdivision construction plans
120. If the development proposes off-site control of the two-year peak flow, does it have an adverse water quality impact from increased in-stream peak flow (NOT ALLOWED) OR Stream bank erosion (NOT ALLOWED)	30.03.010(e)	N/A	To be determined at subdivision construction plans
121. Is there a note requiring erosion and sedimentation controls conform to the TCSS Manual? (All property herein is subject to the City of Bee Cave non-point source pollution control permit for this subdivision. Should the use of this property change, alter, or amend the use as permitted in the non-point source pollution control permit, then an amended non-source pollution control permit shall be required.)	30.03.010(f)	N/A	Required at time of subdivision construction plans.
122. Is the applicant proposing to deepen, widen, fill, reclaim, reroute, or change the course or location of any existing ditch, channel, stream or drainageway? If so, see Code.	30.03.010(g)	N/A	To be determined at subdivision construction plans
123. Are the street network, lots, and building site, generally sited and aligned along natural contour lines?	30.03.010(h)	Y	
124. Are the street network, lots, and building site, generally sited and aligned to minimize the amount of cut and fill on slopes?	30.03.010(h)	Y	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
125. Are above-ground stormwater retention or detention facilities designed using materials and techniques established in the comprehensive plan?	30.03.010(i)	**N**	**Provide a more detailed discussion within the engineering report regarding detention requirements using data from H&H analysis.**
126. Is future upstream development accounted for as determined under the Drainage Criteria Manual?	30.03.010(j)	**UNK**	**Provide a narrative describing difference between 100 yr developed floodplain vs FEMA floodplain and how this impacts the development.**
127. Has the applicant proposed to dedicate necessary ROWs or easements to accommodate the required construction or improvement of the storm drainage facility?	30.03.010(m)	N/A	To be determined at Subdivision Construction Plans
Public Sites & Open Spaces	Code Ref	Y/N/NA	
128. Are creeks and drainage areas being protected in their natural condition?	30.04.002	Y	
129. Does the subdivision contain either common open space or other improvements not intended to be dedicated to the City for public use (e.g. private streets, private recreation facility, landscaped entry features, water quality structures)?	30.04.003(a)	Y	
130. If so, did the applicant submit a property owners' or homeowners' association agreement with the final plat?		Y	
131. Were Conditions, Covenants and Restrictions submitted with the Preliminary Plat application?		Y	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
132. Do the CCRs include provisions that allow the City to take over maintenance the common property using association funds due to nonperformance or inaction by association? See Code for further requirements.	**30.04.003(a)**	**N**	
133. Do the CCRs include provisions that, if the assn. becomes defunct, the City would be conveyed ownership of private streets and common areas?	**30.04.003(a)**	**N**	
134. Do the CCRs include provisions that, if the assn. becomes defunct, the City would be allowed to remove improvements or amenities from the common areas and sell any buildable land, as residential lots to recoup the City's expense for maintenance and demo of improvements?	**30.04.003(a)**	**N**	
135. Do the CCRs automatically make each lot owner a member?	30.04.003(b)(1)	Y	
136. Do the CCRs require that each lot is automatically subject to a proportionate share of the expenses for the POA/HOA's activities (e.g. maintenance of open space, private streets, common rec facilities)?	30.04.003(b)(2)	Y	
137. Do the CCRs: Legal create an automatic membership POA or HOA? Place title to the common property in the POA/HOA's name? Appropriately limit the use of common property? Give each lot the right to use common property? Place O&M responsibility on the POA/HOA? Place an adequate association charge on each lot? Provide for voting rights for each lot owner? Identify land within the association's jurisdiction that is to be transferred to public agencies,	30.04.003(c)	Y	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
individual residential lots, from the developer to the HOA?			
138. Do the CCRs provide for government agencies to access the common elements at all times?	**30.04.003(c)(9)**	**N**	
Park Land and Public Facility Dedication	Code Ref	Y/N/NA	
139. Does the plat (prelim and final) include dedication of land to the City for public park purposes?	30.04.004	N	Parkland required is 0.12 ac. Fee in Lieu Required
140. For each Res Subdivision, does the amount of public parkland equal at least 1.5 acre per 100 DU?	30.04.004(b)(1)	N/A	
141. Does the plat (pre and final) clearly show area proposed to be dedicated as park?	30.04.004(b)(2)	N/A	
142. For MF Subdivisions, does the application provide number of dwelling units? (IF NOT, City calculates at highest density)	30.04.004(b)(3)	N/A	
143. For Non-Res, did the applicant pay a fee of $1,000/acre?	30.04.004(b)(4)(B)	N/A	
144. Is the parkland well-drained, relatively level (for active use), and suitable for leisure activities?	30.04.004(c)(1)	N/A	
145. Is the land relatively featureless, barren of natural trees and vegetative cover, and/or not physically attractive in some other way? (NOT ALLOWED)	30.04.004(c)(1)	N/A	
146. Is the parkland easily accessible from a public street and open to the public view?	30.04.004(c)(4)	N/A	
147. Does the parkland have street and pedestrian access connection to residential neighborhoods?	30.04.004(c)(4)	N/A	
148. Does the parkland have at least 50' of frontage on a public street?	30.04.004(c)(4)	N/A	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
149. Is the parkland subject to any reservations of record, encumbrances, or easements which would interfere with the use of the land for park purposes?	30.04.004(c)(5)	N/A	
150. If the proposed development sides or backs to proposed park, does the application include a fence that is at least 6', but less than 8' in height?	30.04.004(c)(6)	N/A	
151. Is the fence constructed of visually open material (e.g. split rail)	30.04.004(c)(6)(A)	N/A	
152. Does the park have frontage, curbs, and gutters for all streets abutting the outside perimeter of the park?	30.04.004(c)(6)(B)	N/A	
153. Are water, wastewater, and electrical service connections provided to the park?	30.04.004(c)(6)(C)	N/A	
154. Is the applicant proposing fee in lieu? If so, is the parkland required less than 3 acres OR Is the proposed parkland unacceptable, unavailable, or unsuitable?	30.04.004(d)	N	Parkland required is 0.12 ac. Fee in Lieu Required
155. If Res subdivision fee in lieu, did the applicant pay $650 per dwelling unit?	30.04.004(d)	N	
Improvements, in general	**Code Ref**	**Y/N/NA**	**Notes**
156. Do the subdivision and improvements allow the City to provide for the orderly and economical extension of public facilities and services?	30.05.001(a)(1)	Y	
157. Will all purchasers of property within the subdivision shall have a usable, buildable parcel of land?	30.05.001(a)(2)	Y	
158. Are all required improvements are constructed in accordance with City standards?	30.05.001(a)(3)	N/A	To be determined at Subdivision Construction Plans
159. Is the land to be subdivided or developed served adequately by essential public facilities and services? No subdivision shall be approved unless and until adequate	30.05.001(b)	Y	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
public facilities exist or provision has been made for water facilities, wastewater facilities, drainage facilities, electricity and street facilities which are necessary to serve the development proposed, whether or not such facilities are to be located within the property being platted or off-site.			
160. Are the utilities extended to adjacent property lines to allow connection of these utilities by adjacent property owners when such adjacent property is platted?	30.05.001(b)	N/A	Extension is not appropriate due to surrounding land use and environmental constraints
161. Are the following Public Improvements provided? **(1) Water and wastewater facilities;** **(2) Stormwater drainage, collection or conveyance facilities;** **(3) Water quality controls;** **(4) Streets;** **(5) Streetlights;** **(6) Street signs;** **(7) Walkways (sidewalks);** **(8) Traffic-control devices required as part of the project; and** **(9) Appurtenances to the above, and any other public facilities required as part of the proposed subdivision.**	**30.05.001(c)**	**N**	**Exception requested for walkways**
162. Are all aspects of the design and implementation of public improvements compliant with the City's current design standards and any other applicable City codes and ordinances, including preparation and submittal of engineering plans and construction inspection? The construction of all of the improvements required in this chapter shall conform to the latest edition of the TCSS Manual.	30.05.001(d)	N/A	To be determined at Subdivision Construction Plans

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
Monuments	**Code Ref**	**Y/N/NA**	**Notes**
163. Are monuments established at the corner of each block in the subdivision and do they consist of an iron rod or pipe not less than one-half inch (1/2") in diameter and eighteen inches (18") deep, and set flush with the top of the ground?	30.05.002	N	
164. Are lot corner monuments placed at all lot corners, except corners which are also block corners, and do they consist of iron rods or pipes of a diameter of not less than one-half inch (1/2") and eighteen inches (18") deep, and are they set flush with the top of the ground? Are curve point markers established of the same specifications as lot corners?	30.05.002	N	
Streetlights	**Code Ref**	**Y/N/NA**	**Notes**
165. Is all street lighting in keeping with the semirural, "Hill Country" atmosphere of the City, and is it in conformance with Section 32.05.008 [32.05.012] of the zoning ordinance?	30.05.003	N/A	To be determined at Subdivision Construction Plans
166. Are streetlights proposed in a residential subdivision? They are discouraged.	30.05.003	N/A	To be determined at Subdivision Construction Plans
Street Names and Signs	**Code Ref**	**Y/N/NA**	**Notes**
167. Have street names been submitted to the City, to the U.S. Postal Service, and to applicable emergency service providers (including 911) for review and approval in accordance with the City's guidelines for the naming of streets?	30.05.004(a)	Y	
168. Were street names established on the Preliminary Plat? Have they changed with the final plat? May not be changed unless special circumstances have caused the major realignment of streets or a proposed street name(s) is discovered to have already been used elsewhere in the City,	30.05.004(a)	Y	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
or some other similar eventuality. If additional street names are needed for the final plat, then they must be submitted for review and approval by the City, the U.S. Postal Service, and applicable emergency service providers (including 911) along with the final plat application.			
169. Are any of the proposed street names surnames of people or the names of corporations or businesses? NOT ALLOWED unless approved by the City Council.	30.05.004(b)	N	
170. Do new street names duplicate existing street names either literally or in a subtle manner; do they be so similar as to cause confusion between names; do they sound like existing street names when spoken? NOT ALLOWED	30.05.004(c)	N	
171. If new street(s) extends an existing street(s), does it bear the same name? REQUIRED, where practical.	30.05.004(d)	Y	
172. Has the owner provided payment for street name signs? (payment due prior to approval of construction plans)	30.05.004(e)	N	To be determined at Subdivision Construction Plans
Street and alley improvements	Code Ref	Y/N/NA	Notes
173. Are all on-site streets and alleys proposed to be constructed by the developer at the developer's expense? See section for more detail if subdivision is adjacent to a planned or future or substandard arterial or collector street.	30.05.005(a)	N/A	
174. Are all streets and alleys constructed using reinforced concrete and per specs in the TCSS manual?	30.05.005(b)	N/A	To be determined at Subdivision Construction Plans
175. Are barrier-free ramps for physically challenged persons constructed at all street corners, driveway approaches, appropriate midblock crosswalks, and in locations where accessible parking spaces are provided? All barrier-free ramps and other accessibility considerations shall comply	30.05.005(d)	N/A	To be determined at Subdivision Construction Plans

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
with Section 228 of the Highway Safety Act, as currently amended, and with the Americans With Disabilities Act (ADA), as amended.			
176. Are all signs and barricades in conformity with the TCSS Manual, with ADA standards, and with specifications for uniform traffic-control devices, as adopted by the Texas Department of Transportation and the Texas Department of Public Safety?	30.05.005(e)	N/A	To be determined at Subdivision Construction Plans
177. Has the City engineer approved all driveway cuts? See Code for specifications.	30.05.005(f)	N/A	To be determined at Subdivision Construction Plans
Retaining walls, construction regulations, design criteria	Code Ref	Y/N/NA	Notes
178. Is this use of retaining walls minimized? Code discourages walls, encourages balanced cut and fill.	30.05.006(a)	N/A	To be determined at Subdivision Construction Plans
179. Is the change in elevation to adjacent property or subdivision greater than 2.5' and does the slope exceed 1:2? If so, retaining wall is required, see Code for more detail.	30.05.006(a)	N/A	To be determined at Subdivision Construction Plans
180. Are retaining walls in compliance with the Building Code and TCSS manual? Have they been approved by the City Engineer?	30.05.006(b)	N/A	To be determined at Subdivision Construction Plans
181. Is there a plat note specifying retaining walls shall be maintained by the owner of the property on which the wall is located?	30.05.006(c)	N/A	To be determined at Subdivision Construction Plans
182. Are any retaining walls constructed parallel to and within any portion of a utility easement? NOT ALLOWED.	30.05.006(d)	N/A	To be determined at Subdivision Construction Plans
Screen and Landscaping	**Code Ref**	**Y/N/NA**	**Notes**

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
183. Does this subdivision contain single family or two-family residential lots with rear or side yards that are adjacent to an arterial thoroughfare or a four-lane collector street; or back up to a collector or residential street? • If so, is screening provided? • Is it adjacent to the ROW or property line and fully located on a private lot? • Does the screening meet sight distance requirements?	30.05.007(a)(1)	N	
184. If screening needed, is a maintenance easement of a 5' dedicated to city on private lot side and adjacent to the screening wall?	30.05.007(a)(3)	N/A	
185. Has the wall/fence design been approved by the City Engineer? See Code for specifications.	30.05.007(a)(6)	N/A	
186. Is the proposed wall between 6' and 8'? Decorative columns, pilasters, stone caps, and other features may exceed the maximum eight-foot (8') height by up to eighteen inches for a total maximum height of nine and one-half feet (9.5') for these features, provided that such taller elements comprise no more than ten percent (10%) of the total wall length in elevation view.	30.05.007(a)(7)	N/A	
187. Are screening fences, walls and devices proposed to be constructed outside of any portion of a utility easement?	30.05.007(a)(8)	N/A	To be determined at Subdivision Construction Plans
188. Does the subdivision have more than 10 platted lots? If so, they are allowed to provide a low maintenance landscaped entryway feature at access points from streets and thoroughfares. If proposed:	30.05.007(b)(1)	N	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
• Is it within private property and within an easement identified for such use? "Limited portions" may be placed within ROW. • Does the plat include a note that the long-term maintenance responsibility will be born by the property owner or an approved HOA?			
189. If entry feature, • Does the design contain low maintenance materials? • Does it include irrigation? • Is there a sign? • Are the proposed plants of a customary size per latest edition of "American Standard for Nursery Stock" by American Association of Nurserymen? • And if walls, do walls conform with Code (e.g. height)	30.05.007(b)(2)	N/A	
190. Is the entryway in conformance with the TCSS Manual?	30.05.007(b)(3)	N/A	
191. Does the plat (or maintenance doc.) specify that the applicant is responsible for maintenance of entryway for a min of 2 years or until building permits have been issued for 80% of lots in subdivision, whichever is later? And that afterward, an HOA is responsible?	30.05.007(b)(4)	N/A	
192. Is landscaping in conformance with zoning?	30.05.007(c)	N/A	
Water and Wastewater Requirements	**Code Ref**		
193. Is water/wastewater installed in conformance with Section 30.03.009?	30.05.008(a)	N/A	To be determined at Subdivision Construction Plans
194. Has water and wastewater been adequately provided? No final plat shall be approved for any subdivision within the City or its extraterritorial jurisdiction until the applicant has made adequate provision for a water system and a sanitary sewer system of sufficient capacity to adequately provide	30.05.008(b)	N/A	To be determined at Subdivision Construction Plans

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
service to all tracts and lots within the area to be subdivided. The design and construction of the water system and of the sanitary sewer system to serve the subdivision shall be in conformance with the TCSS Manual.			
195. Has a note that states the following been included on the plat?: "Water satisfactory for human consumption shall be available to each lot in the proposed subdivision from a source on the land, a community source, or a public utility source, in adequate and sufficient supply for the intended uses on each lot within the subdivision."	30.05.008(c)	Y	Confirm again at Final Plat
196. Have plans and specifications for a private water supply other than an investor-owned water supply corporation, or a corporation organized under Article 1434a of the Texas Civil Statutes, been submitted by a licensed professional engineer and approved by the TCEQ prior to final plat approval?	30.05.008(c)	N	
197. If the sole source of water supply for a proposed subdivision or development is intended to be groundwater under the land, then does the plat contain a statement prepared and signed by a professional engineer licensed to practice in the State of Texas, stating that adequate groundwater is available, and shall continue to be available in the foreseeable future, to serve the subdivision?	30.05.008(c)	N/A	
198. Has the following been satisfied? When a proposed subdivision is located within an area to be served by an investor-owned water supply or sewer service utility, or a water supply or sewer service corporation organized under Article 1434a of the Texas Civil Statutes, the property owner shall furnish, before approval of a preliminary plat, evidence of a contractual	30.05.008(d)	Y	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
agreement between the property owner and the water or sewer utility for financing, installing and maintaining utilities in the subdivision, and stating the capacity and quantity of such utilities to be made available to the proposed development.			
199. Has a water system with mains of sufficient size and having a sufficient number of outlets to furnish adequate domestic water supply and to furnish fire protection to all lots been provided?	30.05.008(e)	N/A	To be determined at Subdivision Construction Plans
200. Have water lines been extended to the property line, in order to allow future connections into adjacent undeveloped property, and has a box for the water meter(s) for each lot been installed either in the right-of-way or immediately adjacent to the right-of-way in an easement?	30.05.008(e)	N/A	Not appropriate to extend lines due to environmental constraints
201. Have services for utilities been made available to the property line of each lot in such a manner as will minimize the necessity for disturbing the street pavement and drainage structure when connections are made?	30.05.008(f)	N/A	To be determined at Subdivision Construction Plans, as applicable.
202. Has fire protection been provided in accordance with Section 30.03.009?		N/A	To be determined at Subdivision Construction Plans
Adjacent (perimeter) streets and utilities	**Code Ref**		
203. Does the subdivision abut on one or both sides of a substandard street--existing or on a planned or future road shown on the Thoroughfare Plan? If so, does the application propose to improve the existing on-site facility, including walkways, screening, landscaping, storm sewers, water quality controls, and other utilities up to City standards? REQUIRED. See Code for process details if dispute.	30.05.009(a)	N	

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
204. Does the street(s) dead-end at power lines or similar rights-of-way or easements, but is intended for future extension across these rights-of-way or easements? If so, is it constructed in the ROW or easement for half the distance across the ROW or easement?	30.05.009(c)	N	Cul-de-sac street
205. If a dead-end street, • Does the plat contain a note clearly labeling the dead-end street will at some point be extended across the powerline easement or right-of way? • Is signage placed at the end of the constructed street stub stating that the street will be extended in the future? Is the lettering large enough to be legible by a person with normal vision at a distance of 20'?	30.05.009(c)	N/A	Cul-de-sac street
Storm Drainage and Water Quality Controls	**Code Ref**	**Y/N/NA**	**Notes**
206. Where runoff of stormwater and the prevention of erosion cannot be accomplished satisfactorily by surface drainage facilities, is an adequate storm sewer system consisting of inlets, pipes and other underground structures with approved outlets constructed? Areas subject to flood conditions or inadvertent stormwater retention, such as standing or pooling water, as established by the City engineer, will not be considered for development until adequate drainage has been provided.	30.05.010(a)	N/A	To be determined at Subdivision Construction Plans, as applicable.
207. Does the criteria for design of storm sewers, culverts, bridges, drainage channels, and drainage facilities conform to TCSS?	30.05.010(b)	N/A	To be determined at Subdivision Construction Plans, as applicable.
208. Are drainage areas proposed to be diverted artificially to adjacent properties or across roadways? NOT ALLOWED	30.05.010(b)	N	To be further analyzed at Subdivision Construction Plan.

PLAT APPLICATION REVIEW CHECKLIST

TECHNICAL REQUIREMENTS FOR SUBDIVISIONS			
	Code Ref	Y/N/NA	Comments
209. Does stormwater drainage drain from one residential lot onto another? NOT ALLOWED unless such does not pose any harm or inconvenience to the downstream property owner(s) and unless specifically approved by the City.	30.05.010(b)	N/A	Non-residential.

LJA ENGINEERING

7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735
t 512.439.4700 LJA.com TBPE F-1386

March 28, 2022

Megan Will

Director of Planning and Development
City of Bee Cave
4000 Galleria Parkway Bee
Cave, Texas 78738

RE: Sanctuary at Spanish Oaks – Preliminary Plat

Dear Ms. Will,

Please find the attached submittal packet for the Sanctuary at Spanish Oaks preliminary plat. The property is located at 13025 Flowering Senna Bend within the City of Bee Cave ETJ in Travis County, Texas.

Pursuant to the Development Agreement between the City of Bee Cave and Cassandra Interests, Ltd., recorded in Travis County Document Number 2017005834, Section Two (3), "any type of subdivision plat, permit application or related development document…will constitute a petition for voluntary annexation by the Owners and the Property will be immediately subject to annexation at the discretion of the City Council."

Also pursuant to the Consent Agreement between the same parties recorded in Travis County Document Number 2021076323, "Upon submission of a development application, the City will initiate annexation proceedings…the Property will be zoned Single-Family 20."

As such, this application is being submitted under the assumption that the property will be annexed into the City of Bee Cave City Limits and thus, the preliminary plat application will only be submitted to the City of Bee Cave, not Travis County for review.

The property drains toward the northeast with overland conditions to Little Barton Creek, which subsequently flows into Barton Creek. The site is located within the Edward's Aquifer Contributing Zone as defined by TCEQ. A Contributing Zone Plan will be submitted during the construction plan processing phase.

Austin energy will provide electric service to the site. The WTC-PUA will provide water and wastewater service to the site.

Ordinance Compliance:
Exception requests to City of Bee Cave Code of Ordinances Sections 30.03005(a) Pedestrian Sidewalks, 30.03.004(b) Block Length, 30.03.001(o) Block Length, 30.03.001(r) Dead-End Streets, and 30.03.001(u) Dead-End Streets will be submitted to request the construction of a dead end street with no pedestrian sidewalk and longer block lengths than prescribed due to the proposed low density.

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Existing Conditions:
Currently, the site is composed of steep sloping uplands areas which are undeveloped. The proposed Sanctuary at Spanish Oaks consists of 8 single family lots, one private street and utility lot, two open space and drainage lots and associated utilities and roadway improvements.

Environment:
Little Barton Creek is located immediately north of the proposed development. No construction is proposed within the calculated Atlas-14 100-year floodplain delineated for Little Barton Creek. The property contains moderately steep slopes, with the largest slopes located on the southern property boundary.

Tree Preservation:
Existing trees will be preserved using tree protection fencing. Orange construction fencing may also be used to restrict access to portions of the property outside of the limits of construction.

Circulation:
Access to the site will be provided by the existing Flowering Senna Bend. A TIA is not required for this project per Section 30.03.001(e) as only 8 single family lots are proposed.

Utilities:
Water and wastewater service will be provided by the West Travis County PUA. Electric service will be provided by Austin Energy. Gas service will be provided by Texas Gas.

Drainage & Water Quality:
Due to the low proposed impervious cover onsite, water quality controls will not be required. Stormwater from the site will sheet flow off of developed areas towards Little Barton Creek. The Little Barton Creek detention analysis will be updated to include this project.

Buildings and Lots:
The Sanctuary at Spanish Oaks Preliminary Plat consists of 23.24 acres with a total of 8 single family lots, 1 private street lot and 2 Drainage/Open Space lot.

Other Information:
Two future detached single-family condominiums are proposed on the 126 acre parent tract associated with the 24.23 acre Sanctuary at Spanish Oaks tract These two lots bring the total number of subdivided lots on the parcel to 10 total lots, which is well below the 30 lot maximum set forth by the Development Agreement. These two single-family condominiums will take access from Spanish Oaks Club Drive and will be owned by CCNG Golf, LLC. Please see the attached 'Exhibit A' conceptual exhibit showing the location of these two lots. The construction plans for these units will be submitted as a site plan amendment to the Spanish Oaks Golf Club projects currently under construction.

LJA ENGINEERING

7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735
t 512.439.4700 LJA.com TBPE F-1386

If you have any questions, please do not hesitate to contact me at 512-439-4700.

Sincerely,

Lauren Crone

Lauren Crone, P.E.
Attachments
Cc: Jack Creveling
Daniel B Porter

LJA Engineering, Inc.

7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735

Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

EXHIBIT 'A'

CONSENT AGREEMENT

BETWEEN THE CITY OF BEE CAVE, TEXAS AND CASSANDRA INTERESTS, LTD

Little Barton Creek Tract Development Project

Whereas, the Subject Property ("Property"), as described in Special Warranty Deed 2010054722 in the Official Public Records of Travis County, Texas and which metes and bounds description is attached in **Exhibit A**, and which is depicted in a sketch in **Exhibit A-1**, is subject to the Cassandra Interests Development Agreement between Cassandra Interests, LTD, who was and remains as of the date of this Consent Agreement ("Agreement") the Property Owner, and the City of Bee Cave, Texas The Development Agreement, recorded under document number 2017005834 of the Official Public Records of Travis County, Texas, specifies that, upon submission of a development application, the City will initiate annexation proceedings with the voluntary consent of the Subject Property owner at the time of application, and, upon annexation, the Property will be zoned "Single-Family 20"; and

Whereas, on April 23, 2020 the Property Owner submitted a Vested Rights Claim under Chapter 245 of the Texas Local Government Code referencing grandfathering protections under the CCNG Development Agreement, which was approved by the City of Bee Cave on April 13, 1999 and a copy of which is on file with the City Secretary. The City Manager deemed the application to be administratively incomplete on May 8, 2020; and

Whereas, Property Owner provided the City additional documentation in June 2020 in response to determination of incompleteness, and

Whereas, the City Manager made a determination of denial of the vested rights claim on July 23, 2020; the referenced correspondence between the Property Owner and the City between April 23, 2020 and July 23, 2020 is attached as **Exhibit B**, and

Whereas, pursuant to 30 01.007(f)(8), the landowner appealed staff's decision to City Council in July 2020, and

Whereas, on August 11, 2020, pursuant to 30 01 007(d)(9), City Council directed staff to attempt to negotiate a consent agreement in an effort to avoid potential litigation and use taxpayer dollars in a fiscally responsible manner

Now Therefore, the following Agreement is intended to summarize the key terms and provisions for development of a single-family residential project, to be formalized and superseded by final platting, and is entered into by Cassandra Interests, Ltd or its successor ("Property Owner") and the City of Bee Cave, Texas (the "City"). This Agreement is applicable to the property described in **Exhibit A**, an approximately 126-acre property located north and south of Little Barton Creek, generally north of the Spanish Oaks Golf Course and southwest of the Shops at the Galleria. This Agreement is non-binding until it is reviewed and approved by the City Council for the City. This Agreement will terminate at the time of final platting or within five years of the date of City approval of this Agreement, whichever occurs first. In the event an application is submitted to develop the property in any manner other than a 30 lot or fewer, single family residential subdivision, as described herein, this Agreement and any claims to vested rights will automatically terminate and this Agreement will be of no effect

Property Owner	Cassandra Interests, Ltd.
Project Description	The project is proposed to have 30 residential lots with an average size of 26,000 sf and a minimum size of no less than 19,000 sf; each lot shall have a maximum of one unit. The project proposes private streets and shared access driveways to be constructed at the property owner's expense and maintained by a property owners association, and to be connected to adjacent properties via private drives located generally northwest and southeast of the residential lots. The development is permitted up to 40% impervious cover. Pursuant to the Cassandra Development Agreement executed in late 2016 and recorded in early 2017 under document number 2017005834 OPRTCT, upon annexation, the property will be zoned **Single-Family 20** ("SF-20"). See Subsection 2(3) of the Agreement
Applicable Codes & Regulations	
General	The proposed project will comply with Bee Cave Code of Ordinances, as adopted, on October 1, 2020, except for modifications listed below.
Zoning (§32)	**32.03.004(d)(1)(A)** Minimum Lot Area Lots designated as residential shall average 26,000 square feet or greater. No lot shall be less than 19,000 sf feet.
Subdivision (§30)	**30.03.001 (c) (10) (C)** Private Streets Access Onto Public Thoroughfare. The private street subdivision shall provide a number of access points that complies with the International Fire Code and amendments, as applicable, adopted by the City of Bee Cave and in effect at the time of Preliminary Plat approval Restricted access entrances shall not be allowed Right-of-way width for the streets shall be a minimum of fifty feet (50') with a minimum of twenty-six feet (26') of pavement width **30.03.001 (o)** Block Length The maximum length of any block or street segment shall be two thousand four hundred feet (2,400'), as measured along the street centerline and between the point(s) of intersection with other through, not dead-end or cul-de-sac, streets and there shall be no minimum length of any block or street segment. **30.03.001 (p)** Cul-de-sac Design. A cul-de-sac street shall not be longer than eight hundred and fifty feet (850'), and at the closed end shall have a turnaround bulb with an outside pavement diameter of at least eighty feet (80') and a right-of-way diameter of at least one hundred feet (100'). The length of a cul-de-sac shall be measured from the centerline of the intersecting street to the centerline of the cul-de-sac bulb.

Non-Point Source Pollution **(§20.04)**	**20.04.045(a) & (b)** Water Quality Buffer Zones (a) All development activities, including temporary construction activities and landscaping activities, shall be restricted from the WQBZ, except (1) the following development activities, which shall be allowed (A) Up to six (6) residential lots, each of which may have up to a maximum of 20 percent impervious cover. All impervious cover must be a minimum of 100 feet from the two-year floodplain, and (B) Water Quality controls utilized for compliance with § 20.04.050. Controls must be located a minimum of 100 feet from the two-year floodplain and comply with all other standards in City Code and the City's adopted Technical Construction Standards and Specifications Manual, including those related to location (2) and the following development activities, which may be allowed if approved by the city (A) Roadway and driveway crossings; (B) Hike and bike trails in accordance with the comprehensive plan; (C) Maintenance and restoration of natural vegetation, (D) Water quality control monitoring devices; (E) Removal of trash, debris, and pollutants, (F) Utilities, as subject to the restrictions of subsection (b) of this section, (G) Fences that do not obstruct flood flows, (H) Public and private parks and open space, with development in the parks and open space limited to hiking, jogging, or walking trails, and excluding stables and corrals for animals, (I) Private drives to allow access to property not otherwise accessible (b) All utilities, roads, and joint access drives shall be located a minimum of one hundred feet (100') from the two year floodplain Wastewater lift stations shall be located outside the WQBZ. On-site wastewater disposal systems shall be located outside the WQBZ Wastewater trunk lines and lateral lines shall be located outside the WQBZ to the maximum extent practical except for crossings All wastewater trunk lines located in the WQBZ shall meet design standards and construction specifications of testing to a zero (0) leakage allowable.
Permitting Review and Assistance	The project is required to follow the review process and fee schedule in effect at the time the respective application submittal or as otherwise prescribed by State law. The exceptions to Code noted above shall be memorialized as notes on the

	Preliminary and Final Plat.
Performance Metrics	The Developer and City will develop mutually acceptable performance covenants, including without limitation the following. Execution of this consent agreement will be considered a development application pursuant to Section (2)(3) of the development agreement and will be considered a request to initiate annexation proceedings for the portion of the property that is in the Extraterritorial Jurisdiction. Property will be zoned SF-20 upon annexation Submit preliminary and final plats, and Subdivision Construction Plans

APPROVED AND EXECUTED THIS THE 10th DAY OF ~~JANUARY~~ February 2021.

CASSANDRA INTERESTS, LTD.
A Texas Limited Liability Corporation

Kara King, Mayor
City of Bee Cave

ATTEST:

Kaylynn Holloway, City Secretary

APPROVED AS TO FORM:

William P. McLean
McLean & Howard, L.L.P.

Charles E. Zech, City Attorney
Denton Navarro Rocha Bernal & Zech

	Preliminary and Final Plat.
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Charles E. Zech, City Attorney
Denton Navarro Rocha Bernal & Zech

EXHIBIT "A"

Property Description

FIELD NOTES DESCRIPTION

METES AND BOUNDS DESCRIPTION OF 126 55 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF THE FOLLOWING SURVEYS, ALL IN TRAVIS COUNTY, TEXAS· A PORTION OF THE MATTHEW WILLIAMS SURVEY NO 900, ABSTRACT NO 823; A PORTION OF THE D BOHLS SURVEY NO 905, ABSTRACT NO. 129, A PORTION OF THE I & G N R.R CO. SURVEY NO 57, ABSTRACT NO 2109, A PORTION OF THE FREDRICH C PECHT SURVEY NO 68, ABSTRACT NO 635, A PORTION OF THE JARRETT MEDLIN SURVEY NO 520, ABSTRACT NO 539; AND A PORTION OF THE ORRAN WADE SURVEY NO 540, ABSTRACT NO 811, SAID 126 55 ACRES OF LAND, MORE OR LESS, BEING ALL OF THAT 126 55 ACRE TRACT DESCRIBED IN A WARRANTY DEED FROM DANIEL B. PORTER TO 126 BEE CAVE INVESTMENTS, LP IN DOCUMENT NO 2003202592, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 126 55 ACRE TRACT, MORE OR LESS, BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL IN TRAVIS COUNTY, TEXAS A PORTION OF THAT 230 92 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO 900, AND OTHERS, AS DESCRIBED IN A WARRANTY DEED FROM THE NELLIE HAMPE PARTNERSHIP I, LTD TO DANIEL B PORTER IN VOLUME 13212, PAGE 2535, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF THAT 2.000 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO 900, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM CCNG DEVELOPMENT COMPANY, L.P TO DANIEL B PORTER IN DOCUMENT NUMBER 2000013836, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF THAT 10 548 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO 900 AND A PORTION OF THE SAID D BOHLS SURVEY NO 905, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM CCNG PROPERTIES, L P TO DANIEL B PORTER IN DOCUMENT NUMBER 2001047244, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 10 548 ACRE TRACT NOW BEING ALL OF LOT 27, BLOCK "A", 11505 TX 71, PHASE ONE, A SUBDIVISION OF A PORTION OF THE SAID D BOHLS SURVEY NO 905, AND OTHERS, IN TRAVIS COUNTY, TEXAS, OF RECORD IN DOCUMENT NO 200100286, OFFICIAL PUBLIC (PLAT) RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF THAT 20.975 ACRE TRACT, A PORTION OF THE SAID ORRAN WADE SURVEY NO 540, AND OTHERS, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM CCNG DEVELOPMENT COMPANY, L P TO DANIEL B. PORTER IN DOCUMENT NUMBER 2001047246, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF THAT 10 44 ACRE TRACT, A PORTION OF THE SAID MATTHEW WILLIAMS SURVEY NO 900, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM CCNG DEVELOPMENT COMPANY, L P TO DANIEL B PORTER IN DOCUMENT NUMBER 2001082946, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS PREPARED FOR DANIEL B. PORTER BY METCALFE & SANDERS, INC , LAND SURVEYORS, AND REVISED FOR 126 BEE CAVE INVESTMENTS, LP BY LOOMIS PARTNERS, SAID 126.55 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

Beginning at a 1/2" steel pin in rock found at the most easterly corner of that 230 92 acre tract, a portion of the Matthew Williams Survey No. 900, and others, in Travis County, Texas, as described in a Warranty Deed from the Nellie Hampe Partnership I, Ltd. to Daniel B Porter in Volume 13212, Page 2535, Real Property Records of Travis County, Texas, and the south corner of that 7.5 acre tract, a portion of the said Matthew Williams Survey No. 900, in Travis County, Texas, as described in a General Warranty Deed from Nellie Moehring to Terry E Boothe in Volume 12227, Page 343, Real Property Records of Travis County, Texas, said 1/2" steel pin in rock found being also the most southerly west corner of that 47 81 acre tract, a portion of the said Matthew Williams Survey No. 900, and others, in Travis County, Texas, designated as Tract 1 and described in a Special Warranty Deed from NAJD II Corp to Limestone Springs Properties L P. in Volume 12661, Page 42, Real Property Records of Travis County, Texas, and the most westerly north corner of that 10 548 acre tract, a portion of the said Matthew Williams Survey No 900, and others, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L P to Daniel B Porter in Document Number 2001047244, Official Public Records of Travis County, Texas, said 1/2" steel pin in rock found being also the most westerly north corner of Lot 27, Block "A", 11505 TX 71, Phase One, a subdivision of a portion of the D. Bohls Survey No 905, Abstract No 129, and others, in

Travis County, Texas, of record in Document No 200100286, Official Public (Plat) Records of Travis County, Texas, for the POINT OF BEGINNING of the herein described tract,

THENCE with a northeast, north, northwest, west and north line of the said Porter 10 548 acre tract and a northeast, north, northwest, west and north line of said Lot 27, Block "A", 11505 TX 71, Phase One, being also with a southwest, south, southeast, east and south line of the said Limestone Springs Properties L.P Tract 1 of 47.81 acres, courses numbered 1 through 8 inclusive as follows:

(1) S 39°55'30" E 26 54 feet to a calculated point,

(2) S 44°47'20" E 389.72 feet to a calculated point;

(3) S 60°02'20" E 202 67 feet to a calculated point;

(4) S 74°38'20" E 185 51 feet to a calculated point;

(5) N 54°23'40" E 137 36 feet to a calculated point;

(6) N 35°14'40" E 158 10 feet to a calculated point;

(7) N 15°44'40" E 179 73 feet to a calculated point at the most easterly northwest corner of the said Porter 10 548 acre tract and the most easterly northwest corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also an interior corner of the said Limestone Springs Properties L P Tract 1 of 47.81 acres, for the most easterly northwest corner of the herein described tract;

(8) S 79°33'20" E 139 10 feet to a calculated point at the most easterly northeast corner of the said Porter 10 548 acre tract and the most easterly northeast corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the northwest corner of Lot 1, Block "A" of said 11505 TX 71, Phase One, for the most easterly northeast corner of the herein described tract;

THENCE with an east, southeast, south, southwest, south, southeast, east, northeast, southeast, southwest and east line of the said Porter 10 548 acre tract and an east, southeast, south, southwest, south, southeast, east, northeast, southeast, southwest and east line of said Lot 27, Block "A", 11505 TX 71, Phase One, being also with the west line of said Lot 1, Block "A", 11505 TX 71, Phase One, the west line of Lot 2, Block "A" of said 11505 TX 71, Phase One, the northwest line of Lots 3 and 4, Block "A" of said 11505 TX 71, Phase One, the north line of Lots 11 and 12, Block "A" of said 11505 TX 71, Phase One, the north and northeast line of Lots 17, Block "A" of said 11505 TX 71, Phase One, the northeast line of Lot 18, Block "A" of said 11505 TX 71, Phase One, the northeast, north, northwest and west line of Lot 19, Block "A" of said 11505 TX 71, Phase One, the west line of Lots 20 and 21, Block "A" of said 11505 TX 71, Phase One, the west and southwest line of Lot 22, Block "A" of said 11505 TX 71, Phase One, the curving northwest line of La Barzola Bend, said La Barzola Bend being a portion of Lot 1, Block "H" (Private Street, Electric, Access, Drainage, Water and Wastewater Easement) of said 11505 TX 71, Phase One, the northeast and west line of Lot 23, Block "A" of said 11505 TX 71, Phase One and the west line of Lot 24, Block "A" of said 11505 TX 71, Phase One, courses numbered 9 through 21 inclusive as follows.

(9) S 28°16'40" W 118 63 feet to a calculated point at the most westerly corner of said Lot 1 and the most northerly corner of said Lot 2, Block "A", 11505 TX 71, Phase One,

(10) S 33°44'50" W 291 48 feet to a calculated point at the most westerly corner of said Lot 2 and the most northerly corner of said Lot 3, Block "A", 11505 TX 71, Phase One;

(11) S 47°55'30" W 263 03 feet to a calculated point at the most westerly corner of said Lot 4 and the most northerly or northeast corner of said Lot 11, Block "A", 11505 TX 71, Phase One,

(12) S 85°49'40" W 441 43 feet to a calculated point,

(13) N 64°24'30" W 436 02 feet to a calculated point,

(14) S 65°52'10" W 55 24 feet to a calculated point;

(15) S 26°40'00" W 84 22 feet to a calculated point,

(16) S 8°49'10" W 283 28 feet to a calculated point at the most westerly corner of said Lot 21 and the most northerly corner of said Lot 22, Block "A", 11505 TX 71, Phase One,

(17) S 23°53'10" W 125 57 feet to a calculated point at an interior corner of the said Porter 10 548 acre tract and an interior corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the most westerly corner of said Lot 22, Block "A", 11505 TX 71, Phase One, for an interior corner of the herein described tract;

(18) S 56°06'30" E 208 67 feet to a calculated point in the curving northwest line of La Barzola Bend (Lot 1, Block "H", 11505 TX 71, Phase One) at an east corner of the said Porter 10 548 acre tract and

an east corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the most southerly corner of said Lot 22, Block "A", 11505 TX 71, Phase One, for an east corner of the herein described tract;

(19) with a curve to the left an arc distance of 25 02 feet, said curve having a radius of 430.00 feet, a central angle of 3°20'03" and a chord of which bears S 36°08'40" W 25 02 feet to a calculated point at a south corner of the said Porter 10.548 acre tract and a south corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the most easterly corner of said Lot 23, Block "A", 11505 TX 71, Phase One, for a south corner of the herein described tract;

(20) N 56°06'30" W 203 28 feet to a calculated point at an interior corner of the said Porter 10 548 acre tract and an interior corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the most northerly corner of said Lot 23, Block "A", 11505 TX 71, Phase One, for an interior corner of the herein described tract,

(21) S 23°53'10" W 235 62 feet to a calculated point at the most southerly corner of the said Porter 10 548 acre tract and the most southerly corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the southwest corner of said Lot 24, Block "A", 11505 TX 71, Phase One and the northwest corner of Lot 25, Block "A" of said 11505 TX 71, Phase One, for the most southerly corner of the herein described tract,

THENCE with a west line of the said Porter 10 548 acre tract and a west line of said Lot 27, Block "A", 11505 TX 71, Phase One, courses numbered 22 through 23 inclusive as follows

(22) N 18°05'50" W 47 80 feet to a calculated point;

(23) N 13°05'50" E 282 40 feet to a calculated point in the southwest line of that 0.2000 of one acre tract, a portion of the said D. Bohls Survey No. 905, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L P to Ronald J Freeman in Document Number 2000052980, Official Public Records of Travis County, Texas, at a northwest corner of the said Porter 10.548 acre tract and a northwest corner of said Lot 27, Block "A", 11505 TX 71, Phase One, for a northwest corner of the herein described tract;

THENCE with a northeast, west and southwest line of the said Porter 10 548 acre tract and a northeast, west and southwest line of said Lot 27, Block "A", 11505 TX 71, Phase One, being also with the southwest and east line of the said Ronald J Freeman 0.2000 of one acre tract, the east line of that 0 2000 of one acre tract, a portion of the said D Bohls Survey No 905, in Travis County, Texas, as described in a Special Warranty Deed from Lawson Boothe to Stephen Karp in Document Number 2002239384, Official Public Records of Travis County, Texas, the east line of that 0 2000 of one acre tract, a portion of the said D. Bohls Survey No. 905, in Travis County, Texas, as described in a Special Warranty Deed from Mark Peters to Chris McKay in Document Number 2002239385, Official Public Records of Travis County, Texas, the east line of that 0 2000 of one acre tract, a portion of the said D Bohls Survey No 905, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L.P to Eric Woomer in Document Number 2000052984, Official Public Records of Travis County, Texas, and the east and northeast line of that 0 2000 of one acre tract, a portion of the said D Bohls Survey No 905, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L P to David Ruehlman in Document Number 2000052981, Official Public Records of Travis County, Texas, courses numbered 24 through 26 inclusive as follows

(24) S 57°41'30" E 66.58 feet to a calculated point at an interior corner of the said Porter 10 548 acre tract and an interior corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the southeast corner of the said Ronald J Freeman 0 2000 of one acre tract, for an interior corner of the herein described tract;

(25) N 8°49'00" E 300 00 feet to a calculated point at an interior corner of the said Porter 10 548 acre tract and an interior corner of said Lot 27, Block "A", 11505 TX 71, Phase One, said calculated point being also the northeast corner of the said David Ruehlman 0 2000 of one acre tract, for an interior corner of the herein described tract,

(26) N 57°41'30" W 95 02 feet to a calculated point at a southwest corner of the said Porter 10 548 acre tract and a southwest corner of said Lot 27, Block "A", 11505 TX 71, Phase One, for a southwest corner of the herein described tract,

(27) THENCE with a west line of the said Porter 10 548 acre tract and a west line of said Lot 27, Block "A", 11505 TX 71, Phase One, N 12°02'20" E 313.72 feet to a calculated point in a southeast line of that 144 45 acre, save and except 10.500 acres of land, 0.1548 of one acre of land (Parcel "A" WTC Mud #7), 0 1548 of one acre of land (Parcel "B" WTC Mud #7), 0 1547 of one acre of land (Parcel "C" WTC Mud #7), 0 1547 of one acre of land (Parcel "D" WTC Mud #7) and 0.1549 of one acre of land (Parcel "E" WTC Mud #7), a portion of the I & G N R R. Co Survey No 57, Abstract No. 2109, and others, in Travis County, Texas, as described in a Corrected Special Warranty Deed from Daniel B Porter to CCNG Properties, L.P. in Document Number 2001125785, Official Public Records of Travis County, Texas (CCNG Properties, L P 133. 18 acre tract) at a northwest corner of the said Porter 10.548 acre tract and a northwest corner of said Lot 27, Block "A", 11505 TX 71, Phase One, for a northwest corner of the herein described tract;

(28) THENCE with a northwest line of the said Porter 10 548 acre tract and a northwest line of said Lot 27, Block "A", 11505 TX 71, Phase One, being also with a southeast line of the said CCNG Properties, L P 133. 18 acre tract, N 59°47'20" E 67 45 feet to a 1/2" steel pin with plastic cap previously set for the most easterly corner of the said CCNG Properties, L P 133.18 acre tract, for an interior corner of the herein described tract;

THENCE with a northeast, north and west line of the said CCNG Properties, L.P 133.18 acre tract, courses numbered 29 through 37 inclusive as follows

(29) N 30°12'40" W 85.08 feet to a 1/2" steel pin with plastic cap previously set,
(30) N 49°20'40" W 136 63 feet to a 1/2" steel pin with plastic cap previously set;
(31) N 36°33'00" W 195 96 feet to a 1/2" steel pin with plastic cap previously set in rock;
(32) N 46°33'50" W 225 56 feet to a 1/2" steel pin with plastic cap previously set in rock,
(33) N 34° 28'00" W 148 83 feet to a 1/2" steel pin with plastic cap previously set;
(34) N 52°11'50" W 90 70 feet to a 1/2" steel pin with plastic cap previously set in rock;
(35) N 76°47'00" W 159 22 feet to a 1/2" steel pin with plastic cap previously set;
(36) S 58°38'20" W 62.11 feet to a 1/2" steel pin with plastic cap previously set in rock at the most easterly northwest corner of the said CCNG Properties, L.P 133 18 acre tract, for an interior corner of the herein described tract;
(37) S 21°59'20" E 86 88 feet to a 1/2" steel pin with plastic cap previously set at a northeast corner of that 183 74 acre, save and except 0 1458 of one acre of land and 4 4490 acres of land, a portion of the said I. & G N. R.R Co. Survey No 57, and others, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Properties, L.P to Spanish Oaks Golf Club, L.P in Document Number 2001215837, Official Public Records of Travis County, Texas (Spanish Oaks Golf Club, L P. 179.15 acre tract), for a southeast corner of the herein described tract;

THENCE with a north, east and north line of the said Spanish Oaks Golf Club, L P 179 15 acre tract, courses numbered 38 through 59 inclusive as follows

(38) S 82°53'40" W 237 22 feet to a 1/2" steel pin with plastic cap previously set,
(39) N 89°27'50" W 192 72 feet to a 1/2" steel pin with plastic cap previously set in rock,
(40) S 80°02'30" W 286 47 feet to a 1/2" steel pin with plastic cap previously set,
(41) N 77°36'30" W 110 59 feet to a 1/2" steel pin with plastic cap previously set,
(42) S 88°50'10" W 135 67 feet to a 1/2" steel pin with plastic cap previously set,
(43) S 66°45'10" W 115 95 feet to a 1/2" steel pin with plastic cap previously set,
(44) S 41°55'20" W 82.46 feet to a 1/2" steel pin with plastic cap previously set;
(45) S 65°48'40" W 237 59 feet to a 1/2" steel pin with plastic cap previously set,
(46) S 40°00'50" W 104 94 feet to a 1/2" steel pin with plastic cap previously set;
(47) S 23°48'10" W 47 13 feet to a 1/2" steel pin with plastic cap previously set for an interior corner of the said Spanish Oaks Golf Club, L P 179 15 acre tract, for a southeast corner of the herein described tract;
(48) N 65°10'20" W 99 27 feet to a 1/2" steel pin with plastic cap previously set for an interior corner of the said Spanish Oaks Golf Club, L P 179 15 acre tract, for a southwest corner of the herein described tract;

(49) N 6°17'10" E 58 04 feet to a 1/2" steel pin with plastic cap previously set,
(50) N 9°52'50" W 188 04 feet to a 1/2" steel pin with plastic cap previously set;
(51) N 0°34'20" W 151 61 feet to a 1/2" steel pin with plastic cap previously set;
(52) N 32°38'50" W 222 66 feet to a 1/2" steel pin with plastic cap previously set;
(53) N 5°02'20" W 66 52 feet to a 1/2" steel pin with plastic cap previously set,
(54) N 12°14'00" W 132.54 feet to a 1/2" steel pin with plastic cap previously set;
(55) N 25°38'20" W 75 19 feet to a 1/2" steel pin with plastic cap previously set;
(56) N 7°35'30" W 253.14 feet to a 1/2" steel pin with plastic cap previously set,
(57) N 17°07'00" W 70 47 feet to a 1/2" steel pin with plastic cap previously set;
(58) N 26°43'10" W 68.42 feet to a 1/2" steel pin with plastic cap previously set;
(59) N 60°19'30" W 55 75 feet to a 1/2" steel pin with plastic cap previously set, for a west corner of the herein described tract;

THENCE crossing the said Porter 230 92 acre tract, courses numbered 60 through 65 inclusive as follows

(60) N 55°46'00" E 149 78 feet to a 1/2" steel pin with plastic cap previously set, for an interior corner of the herein described tract;
(61) N 21°52'20" W 115 44 feet to a 1/2" steel pin with plastic cap previously set,
(62) N 29°52'40" W 210 32 feet to a 1/2" steel pin with plastic cap previously set, for an interior corner of the herein described tract,
(63) S 63°50'10" W 149 12 feet to a 1/2" steel pin with plastic cap previously set,
(64) S 32°32'00" W 135 99 feet to a 1/2" steel pin with plastic cap previously set;
(65) S 0°04'00" E 123.06 feet to a 1/2" steel pin with plastic cap previously set in a north line of the said Spanish Oaks Golf Club, L P 179 15 acre tract, for a southeast corner of the herein described tract,

THENCE with a north line of the said Spanish Oaks Golf Club, L P 179 15 acre tract, courses numbered 66 through 67 inclusive as follows

(66) S 65°09'10" W 129 48 feet to a 1/2" steel pin with plastic cap previously set;
(67) N 86°17'20" W 80 86 feet to a 1/2" steel pin with plastic cap previously set in a west line of the said Porter 230 92 acre tract for an interior corner of the said Spanish Oaks Golf Club, L.P. 179 15 acre tract, for the most westerly southwest corner of the herein described tract;

THENCE with a west line of the said Porter 230 92 acre tract and an east line of the said Spanish Oaks Golf Club, L P 179 15 acre tract, courses numbered 68 through 70 inclusive as follows

(68) N 2°43'10" E 301 02 feet to a 2" metal fence post found,
(69) N 0°57'00" W 19.54 feet to a 1/2" steel pin found,
(70) N 16°14'10" E 55.86 feet to a 1/2" steel pin with plastic cap previously set in rock for a northeast corner of the said Spanish Oaks Golf Club, L.P 179 15 acre tract, said 1/2" steel pin with plastic cap previously set in rock being also in an east line of that 300 800 acre tract, a portion of the Jarrett Medlin Survey No 520, Abstract No 539, and others, in Travis County, Texas, designated as Tract One and described in a Warranty Deed With Vendor's Lien With Correction from Limestone Cooper Properties L P , et al to CCNG Properties, L P in Document Number 2001021869, Official Public Records of Travis County, Texas,

(71) THENCE with a west line of the said Porter 230.92 acre tract and an east line of the said CCNG Properties, L P Tract One of 300 800 acres, N 16°14'10" E 84 61 feet to a 1/2" steel pin with plastic cap previously set for the southwest corner of that 0 2000 of one acre tract, a portion of the said Orran Wade Survey No 540 and a portion of the Jarrett Medlin Survey No 520, Abstract No 539, in Travis County, Texas, as described in a Special Warranty Deed With Vendor's Lien from Daniel B Porter to Thomas Philip Reilly in Document Number 2003009502, Official Public Records of Travis County, Texas, for a northwest corner of the herein described tract;

THENCE with the south and east line of the said Thomas Philip Reilly 0 2000 of one acre tract and the east line of that 0 2000 of one acre tract, a portion of the said Orran Wade Survey No 540 and a portion of the said Jarrett Medlin Survey No. 520, in Travis County, Texas, as described in a Special Warranty Deed With Vendor's Lien from Daniel B. Porter to Jodi Wellborn Zipp in Document Number 2002239382, Official Public Records of Travis County, Texas, being also with the east line of that 0 2000 of one acre tract, a portion of the said Orran Wade Survey No 540 and a portion of the said Jarrett Medlin Survey No 520, in Travis County, Texas, as described in a Special Warranty Deed With Vendor's Lien from Daniel B Porter to Sara Woomer in Document Number 2002239380, Official Public Records of Travis County, Texas, the east line of that 0 2000 of one acre tract, a portion of the said Orran Wade Survey No 540 and a portion of the said Jarrett Medlin Survey No. 520, in Travis County, Texas, as described in a Special Warranty Deed With Vendor's Lien from Daniel B. Porter to John L Briggs in Document Number 2002239378, Official Public Records of Travis County, Texas, and the east line of that 0 2000 of one acre tract, a portion of the said Orran Wade Survey No. 540 and a portion of the said Jarrett Medlin Survey No 520, in Travis County, Texas, as described in a Special Warranty Deed With Vendor's Lien from Daniel B Porter to Bryan McMurrey in Document Number 2002239376, Official Public Records of Travis County, Texas, courses numbered 72 through 73 inclusive as follows

(72) S 73°45'50" E 108 12 feet to a 1/2" steel pin with plastic cap previously set for the southeast corner of the said Thomas Philip Reilly 0.2000 of one acre tract, for an interior corner of the herein described tract;

(73) N 16°14'10" E 415 83 feet to a 1/2" iron pipe found at an interior corner of the said Porter 230 92 acre tract and a southeast corner of the said CCNG Properties, L.P Tract One of 300 800 acres, said 1/2" iron pipe found being also the northeast corner of the said Bryan McMurrey 0 2000 of one acre tract,

(74) THENCE with a west line of the said Porter 230.92 acre tract and an east line of the said CCNG Properties, L.P Tract One of 300.800 acres, N 2°19'40" W 60 32 feet to a 1/2" steel pin in rock found in the approximate center line of Little Barton Creek at a northwest corner of the said Porter 230 92 acre tract and the most westerly southwest corner of that 20.975 acre tract, a portion of the said Orran Wade Survey No 540, and others, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Development Company, L.P to Daniel B Porter in Document Number 2001047246, Official Public Records of Travis County, Texas, said 1/2" steel pin in rock found being also a southeast corner of that 122 35 acre, save and except 0 3701 of one acre tract, a portion of the said Orran Wade Survey No 540, and others, in Travis County, Texas, as described in a Correction Special Warranty Deed from CCNG Development Company, L.P and CCNG Properties, L.P to Spanish Oaks Commercial Partnership, L P in Document Number 2002082879, Official Public Records of Travis County, Texas (Spanish Oaks Commercial Partnership, L P. 121 98 acre tract),

THENCE with the most westerly west line of the said Porter 20.975 acre tract and an east line of the said Spanish Oaks Commercial Partnership, L P 121 98 acre tract, courses numbered 75 through 76 inclusive as follows

(75) N 2°19'40" W 30 82 feet to a 1/2" steel pin set in rock found,

(76) N 9°01'20" W 73 48 feet to a 1/2" steel pin found at the most westerly northwest corner of the said Porter 20 975 acre tract and an interior corner of the said Spanish Oaks Commercial Partnership, L P 121 98 acre tract, for a northwest corner of the herein described tract,

THENCE with a north, west, north, west, south, west and north line of the said Porter 20 975 acre tract and a south, east, south, east, north, east and south line of the said Spanish Oaks Commercial Partnership, L P 121 98 acre tract, courses numbered 77 through 89 inclusive as follows

(77) S 77°22'10" E 354 86 feet to a 1/2" steel pin with plastic cap found at an interior corner of the said Porter 20 975 acre tract and a southeast corner of the said Spanish Oaks Commercial Partnership, L.P 121.98 acre tract, for an interior corner of the herein described tract,

(78) N 14°25'30" W 242 13 feet to a 1/2" steel pin with plastic cap found,

(79) N 35°33'00" W 61 34 feet to a 1/2" steel pin with plastic cap found at a northwest corner of the said Porter 20.975 acre tract and an interior corner of the said Spanish Oaks Commercial Partnership, L P 121 98 acre tract, for a northwest corner of the herein described tract,

(80) S 56°20'00" E 292 74 feet to a 1/2" steel pin with plastic cap found,

(81) S 60°38'20" E 229 39 feet to a 1/2" steel pin with plastic cap found,

(82) S 62°54'10" E 254 02 feet to a 1/2" steel pin with plastic cap found;

(83) S 75°32'30" E 320.48 feet to a 1/2" steel pin with plastic cap found;

(84) N 64°33'00" E 182.21 feet to a 1/2" steel pin with plastic cap found,

(85) N 11°38'30" E 229 76 feet to a 1/2" steel pin with plastic cap found,

(86) N 1°45'20" E 112 71 feet to a 1/2" steel pin with plastic cap found at an interior corner of the said Porter 20 975 acre tract and a northeast corner of the said Spanish Oaks Commercial Partnership, L P 121 98 acre tract, for an interior corner of the herein described tract,

(87) N 85°20'50" W 60 78 feet to a PK nail found set in the concrete ring of an electric manhole at the most northerly southwest corner of the said Porter 20 975 acre tract and an interior corner of the said Spanish Oaks Commercial Partnership, L P 121 98 acre tract, for the most northerly southwest corner of the herein described tract,

(88) N 21°00'00" W 13.05 feet to a 1/2" steel pin with plastic cap found at a northwest corner of the said Porter 20.975 acre tract and an interior corner of the said Spanish Oaks Commercial Partnership, L P 121.98 acre tract, for a northwest corner of the herein described tract,

(89) with a curve to the left an arc distance of 25 05 feet, said curve having a radius of 113 58 feet, a central angle of 12°38'12" and a chord of which bears N 62°41'00" E 25 00 feet to a 1/2" steel pin with plastic cap found at a corner of the said Porter 20 975 acre tract and the southwest corner of that 4 029 acre tract, a portion of the said Matthew Williams Survey No 900 and a portion of the said Orran Wade Survey No 540, in Travis County, Texas, designated as Tract 1 and described in a deed from The Estate of Nellie Marie Boothe Moehring, Deceased to Terry Boothe in Document Number 2000032029, Official Public Records of Travis County, Texas,

THENCE with a north, northeast, east and northeast line of the said Porter 20.975 acre tract and a south, southwest, west and southwest line of the said Boothe Tract 1 of 4 029 acres, courses numbered 90 through 93 inclusive as follows

(90) S 85°20'50" E 286 26 feet to a 1/2" steel pin previously set in rock found,

(91) S 50°14'20" E 195 91 feet to a 1/2" steel pin previously set in rock found,

(92) S 34°03'30" W 105 98 feet to a 1/2" steel pin found,

(93) S 52°15'40" E 15 92 feet to a 1" steel pin found in the approximate center line of Little Barton Creek in the top of a concrete structure at a northeast corner of the said Porter 20 975 acre tract and the most southerly corner of the said Boothe Tract 1 of 4 029 acres, said 1" steel pin found being also a corner of that 2 000 acre tract, a portion of the said Matthew Williams Survey No 900, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Development Company, L P to Daniel B Porter in Document Number 2000013836, Official Public Records of Travis County, Texas, for an interior corner of the herein described tract;

(94) THENCE with the northwest line of the said Porter 2 000 acre tract and the southeast line of the said Boothe Tract 1 of 4 029 acres, and being also with the approximate center line of Little Barton Creek, N 45°07'00" E 208 25 feet to a 5/8" steel pin set in rock found at the most easterly corner of the said Boothe Tract 1 of 4 029 acres and a south corner of the said Spanish Oaks Commercial Partnership, L P 121 98 acre tract;

(95) THENCE with the northwest line of the said Porter 2 000 acre tract and a southeast line of the said Spanish Oaks Commercial Partnership, L P 121 98 acre tract, and being also with the approximate center line of Little Barton Creek, N 50°01'40" E 135 83 feet to a 5/8" steel pin found at the north corner of the said Porter 2 000 acre tract and a west corner of the said Porter 230.92 acre tract,

THENCE with a northwest, north, northeast and east line of the said Porter 230 92 acre tract and a southeast, south, southwest and west line of the said Spanish Oaks Commercial Partnership, L P 121 98

acre tract, and being also with the approximate center line of Little Barton Creek, courses numbered 96 through 103 inclusive as follows:

(96) N 80°44'50" E 25 82 feet to a 5/8" steel pin found,
(97) N 41°57'50" E 43 22 feet to a calculated point,
(98) N 49°15'10" E 49 09 feet to a calculated point,
(99) N 68°10'10" E 56 13 feet to a calculated point,
(100) S 86°54'50" E 131.21 feet to a 5/8" steel pin found,
(101) S 78°01'00" E 132 47 feet to a 1/2" steel pin previously set in rock found,
(102) S 56°50'30" E 110.16 feet to a 1/2" steel pin previously set in rock found;
(103) S 26°20'00" E 60 04 feet to a 1/2" steel pin with plastic cap set in rock found at the most easterly south corner of the said Spanish Oaks Commercial Partnership, L.P 121 98 acre tract and at an angle point in the most northerly west line of that 10 44 acre tract, a portion of the said Matthew Williams Survey No 900, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Development Company, L P. to Daniel B. Porter in Document Number 2001082946, Official Public Records of Travis County, Texas, for an interior corner of the herein described tract,

(104) THENCE with the most northerly west line of the said Porter 10.44 acre tract and the most easterly east line of the said Spanish Oaks Commercial Partnership, L.P 121.98 acre tract, N 32°44'20" E 195 24 feet to a 1/2" steel pin with plastic cap found at the most northerly corner of the said Porter 10.44 acre tract and a west corner of Lot 2, Block A, Los Robles Addition, a subdivision of a portion of the said Matthew Williams Survey No. 900, in Travis County, Texas, of record in Document No 200100338, Official Public (Plat) Records of Travis County, Texas, for the most easterly north corner of the herein described tract;

THENCE with a northeast, east and southeast line of the said Porter 10 44 acre tract and a southwest, west and northwest line of said Lot 2, Block A, Los Robles Addition, courses numbered 105 through 110 inclusive as follows:

(105) S 44°51'00" E 102 39 feet to a 1/2" steel pin with plastic cap previously set;
(106) S 26°20'00" E 103 00 feet to a 1/2" steel pin with plastic cap previously set;
(107) S 6°50'20" W 304 80 feet to a 1/2" steel pin with plastic cap previously set,
(108) S 14°17'40" W 438.56 feet to a 1/2" steel pin with plastic cap previously set,
(109) S 35°54'00" W 124 49 feet to a 1/2" steel pin with plastic cap previously set,
(110) S 65°15'20" W 121 27 feet to a 1/2" steel pin with plastic cap previously set,

THENCE with a northwest and west line of said Lot 2, Block A, Los Robles Addition, courses numbered 111 through 114 inclusive as follows:

(111) S 65°15'20" W 28 45 feet to a calculated point;
(112) S 12°54'30" W 347 10 feet to a calculated point;
(113) S 2°13'50" W 107 04 feet to a calculated point,
(114) S 20°43'20" E 343.52 feet to a 1/2" steel pin with plastic cap previously set in a north line of that 1 8432 acre tract, a portion of the said Matthew Williams Survey No. 900, in Travis County, Texas, as described in a Special Warranty Deed from CCNG Development Company, L.P to Terry Boothe in Document Number 2001040747, Official Public Records of Travis County, Texas, for a southeast corner of the said Porter 10 44 acre tract and a southwest corner of said Lot 2, Block A, Los Robles Addition, for a southeast corner of the herein described tract,

THENCE with a south and east line of the said Porter 10 44 acre tract and a north and west line of the said Boothe 1 8432 acre tract, courses numbered 115 through 118 inclusive as follows:

(115) S 73°36'40" W 44 38 feet to a 1/2" steel pin with plastic cap found;
(116) S 64°54'10" W 136 60 feet to a 1/2" steel pin with plastic cap found,
(117) S 10°12'30" W 103 90 feet to a 1/2" steel pin with plastic cap found,
(118) S 9°02'40" E 33 75 feet to a 1/2" steel pin with plastic cap found in the northwest line of that 0 8510 of one acre tract, a portion of the said Matthew Williams Survey No 900, in Travis County, Texas, designated as Tract 3 and described in said deed from The Estate of Nellie Marie Boothe Moehring,

Deceased to Terry Boothe in Document Number 2000032029, Official Public Records of Travis County, Texas, for a corner of the said Porter 10 44 acre tract and the most westerly south corner of the said Boothe 1 8432 acre tract;

(119) THENCE with a southeast line of the said Porter 10 44 acre tract and the northwest line of the said Boothe Tract 3 of 0 8510 of one acre, S 44°42'40" W 25 23 feet to a calculated point at the most southerly corner of the said Porter 10 44 acre tract and the most westerly corner of the said Boothe Tract 3 of 0 8510 of one acre, said calculated point being also in a northeast line of the said Porter 230 92 acre tract and in the approximate center line of Little Barton Creek, for an interior corner of the herein described tract;

(120) THENCE with a northeast line of the said Porter 230 92 acre tract and a southwest line of the said Boothe Tract 3 of 0 8510 of one acre, and with the approximate center line of Little Barton Creek, S 51°10'40" E 30 33 feet to a 5/8" steel pin found,

(121) THENCE with a north line of the said Porter 230 92 acre tract and a south line of the said Boothe Tract 3 of 0 8510 of one acre, N 70°14'40" E 68 80 feet to a 1/2" steel pin found in the approximate center line of Little Barton Creek,

THENCE with a north and northeast line of the said Porter 230 92 acre tract and a south and southwest line of the said Boothe Tract 3 of 0 8510 of one acre, and with the approximate center line of Little Barton Creek, courses numbered 122 through 127 inclusive as follows

(122) S 83°02'30" E 91 26 feet to a 1/2" steel pin found,
(123) S 49°14'50" E 130 01 feet to a 1/2" steel pin found,
(124) S 69°01'20" E 119 41 feet to a 1/2" steel pin previously set in rock found,
(125) S 56°05'20" E 175 64 feet to a 1/2" steel pin previously set in rock found,
(126) S 40°29'50" E 153 43 feet to a 1/2" steel pin previously set in rock found,
(127) S 49°31'40" E 115 51 feet to a 1/2" steel pin found in a southwest line of the said Boothe 7 5 acre tract at the east corner of the said Boothe Tract 3 of 0 8510 of one acre;

(128) THENCE with a northeast line of the said Porter 230.92 acre tract and a southwest line of the said Boothe 7 5 acre tract, and with the approximate center line of Little Barton Creek, S 44°33'00" E 142.20 feet to the POINT OF BEGINNING of the herein described tract, containing 126 55 acres of land, more or less

Note. The plastic caps on the steel pins denoted as being previously set or found are inscribed with "M & S 1838"

Bearing basis is Grid North, NAD 27, Texas Plane Coordinate System, Central Zone, as per GPS control provided by Capital Surveying Company, Inc

Metes and Bounds Description Prepared July 11, 2003
From Previous Surveys and Record Information
By Metcalfe & Sanders, Inc., Land Surveyors, and
Revised February 19, 2010 By Loomis Partners, Inc

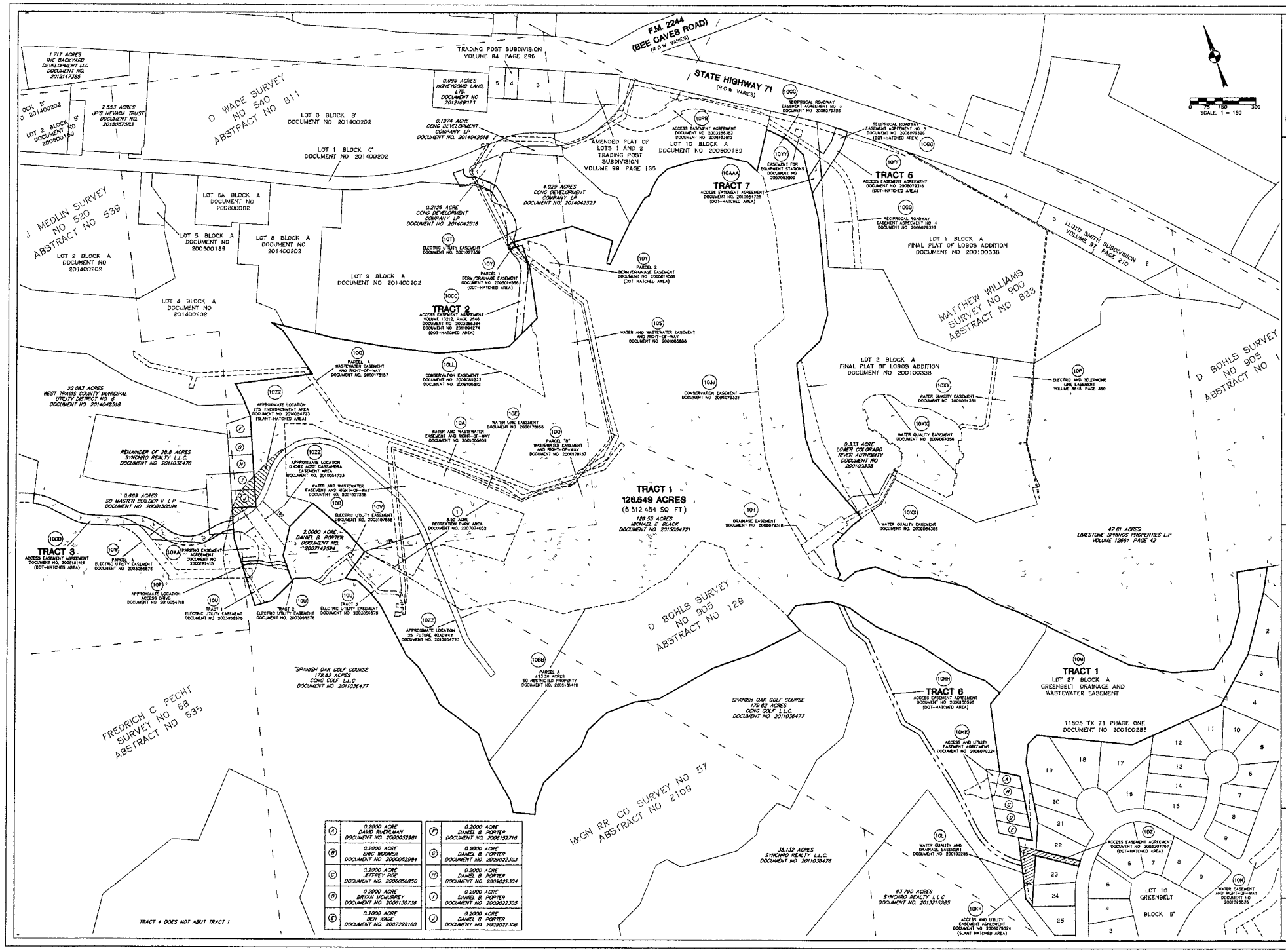
Metcalfe & Sanders, Inc
Ref: Plan 7839F
Plan 7839G
Plan 7839J
Plan 7839L
Plan 7839Q
Plan 7839R
Plan 7839S 2
Plan 7839U

Job No 1002001 T (Loomis)

EXHIBIT "A-1 "

Property Sketch

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded



A	0.2000 ACRE DAVID RUCHMAN DOCUMENT NO 2000052981	F	0.2000 ACRE DANIEL B. PORTER DOCUMENT NO. 2008152716
B	0.2000 ACRE ERIC WOOMER DOCUMENT NO 2000052984	G	0.2000 ACRE DANIEL B. PORTER DOCUMENT NO. 2009022303
C	0.2000 ACRE JEFFREY POE DOCUMENT NO. 2006056850	H	0.2000 ACRE DANIEL B. PORTER DOCUMENT NO. 2009022304
D	0.2000 ACRE BRYAN MCMURREY DOCUMENT NO. 2006130736	I	0.2000 ACRE DANIEL B. PORTER DOCUMENT NO. 2009022305
E	0.2000 ACRE BEN WADE DOCUMENT NO. 2007226160	J	0.2000 ACRE DANIEL B. PORTER DOCUMENT NO. 2009022306

Stantec
221 West 6th Street, Suite 600
Austin, Texas 78701
Tel (512) 328-0011 Fax (512) 328-8115
TBPE F-2312 TBPLS F-10183-00
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SURVEY EXHIBIT

OF A 126.55 ACRE TRACT OF LAND OUT OF THE MATTHEW WILLIAMS SURVEY NO 900 THE D BOHLS SURVEY NO 905 THE I.&G.N.R.R. CO SURVEY NO 57 THE FREDRICH C PECHT SURVEY NO 68 THE JARRETT MEDLIN SURVEY NO 520 AND THE D WADE SURVEY NO 540 TRAVIS COUNTY, TEXAS, BEING A PORTION OF 11505 TX 71 PHASE ONE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO 200100288 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

HARRIS KAFFIE

KAFFIE TRACT - BEE CAVE

SURVEY DATE	
DATABASE	
DATUM: NAD	
PROJECT NO	R222010459

SHEET 1 OF 1

EXHIBIT "B "

City Manager Vesting Determination and preceding correspondence between City staff and Property Owner

July 23, 2020

delivery via email: bmclean@mcleanhowardlaw.com
hakaffie@gmail.com
twr@rileymclean.com
SMearig@bgeinc.com

Mr. William McLean
McLean & Howard, L L.P
901 South MoPac Expy, Ste 225
Austin, Texas 78746

RE: City Manager's Final Determination of Vested Rights for Bee Cave Commercial Park

Dear Mr. McLean,

On April 23, 2020 you submitted via email documentation requesting a Chapter 245 vested rights determination for "Cassandra Interests" (Attachment A) On May 8, 2020 the City issued via email a written notification of missing and incomplete items (Attachment B). On June 8, 2020, you transmitted to the City via email documentation that provided the missing and incomplete items (Attachment C).

Based on my review of the documentation, I am making a determination that your application for vested rights under Chapter 245 is denied

According to Code provision 30.01.007(f)(8), you are eligible to appeal a final determination of the City Manager to the City Council within 10 calendar days of my decision. The City may enter into a consent agreement with the applicant that is intended to resolve a good-faith dispute concerning development rights and applicable regulations in order to avoid the cost and uncertainty of litigation to both parties.

Sincerely,

Clint Garza
City Manager

CC: Harris Kaffie, land owner
Tim Reilly, land owner's representative, Riley McLean Land
Seth Mearig, land owner's engineer, BGE Inc

Attachment A

From:	Catherine Bacon
To:	Lindsey A. Oskoui
Cc:	hakaffie@gmail.com; twr@rileymclean.com, Clint Garza, Megan Will, Bill Mclean
Subject:	Cassandra Interests, Ltd. and the Little Barton Creek Tract
Date:	Thursday, April 23, 2020 1 10 50 PM
Attachments:	image003 jpg Ltr re Vested Rights 042320 wpm (with exhibits).pdf

---

Good afternoon,

Please find attached a letter from William P. McLean, Attorney for Cassandra Interests, Ltd., in regards to the Little Barton Creek Tract

Thank you,
Catherine

Catherine Bacon
LEGAL SECRETARY
cbacon@mcleanhowardlaw com

Barton Oaks Plaza, Building II
901 South MoPac Expy | Ste 225
Austin, Texas 78746
512 328 2008 phone
512 328 2409 fax
www mcleanhowardlaw com

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M&H
McLEAN & HOWARD, L L P
Real Property Lawyers

Barton Oaks Plaza, Building II
901 South MoPac Expy | Ste 225
Austin, Texas 78746
phone 512 328 2008
fax 512 328 2409
www.mcleanhowardlaw.com

April 23, 2020

Lindsey Oskoui
Director of Planning and Development
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

via email: loskoui@beecavetexas.gov

RE: Little Barton Creek Tract (the "Property"); Cassandra Interests, Ltd. ("Cassandra")

Dear Lindsey:

I hope that you and the rest of City staff are staying safe and healthy. Hopefully, we'll be through this pandemic soon and back to work in our offices. I am writing to follow up from our meeting on 2/25. As you know, Cassandra wishes to enter into a development agreement (the Development Agreement) with the City of Bee Cave allowing for development of the Property in general accordance with the attached Concept Plan containing 30 lots, 6 of which are in the City's Water Quality Buffer Zone (the WQBZ). As part of the Development Agreement, Cassandra will agree to allow open space and pedestrian trails on the north side of the creek at the rear of the Shops at the Galleria. There are two reasons why we believe the City should be compelled to enter the Development Agreement: 1.) the Property has vested rights under Chapter 245 of the Texas Local Government Code (Chapter 245); and 2.) application of the WQBZ to the Property represents a regulatory taking of the Property. We believe the proposed 30 lot project is a more than reasonable compromise on the part of Cassandra.

1. Applicable History of the Property

The Spanish Oaks Development Agreement (the Original DA) was entered into between the City and CCNG Development Company, L.P. (CCNG) in late April of 1999 establishing certain rules and agreements for the development of the Spanish Oaks project (the "Project"). The Property was included in the 983-acre tract covered by the Original DA and was designated as "Single Family" on the Exhibit "B" concept plan attached to the Original DA, a copy of which is included. The Original DA allowed for development of the land included therein at a density of up to three LUE's per acre. The Original DA clearly describes the agreement and acknowledgement of the Project's vested rights under Section 8.02, specifically including the character of land uses, the number of LUE's, the general location of roadways, the design standards for streets and roadways, and development of the Bee Cave Area in accordance with the standards and criteria set forth in the Agreement and applicable Bee Cave ordinances in existence at the time of the Original DA.

Following the execution of the Original DA, CCNG embarked on a long-standing development project that has proceeded on a phase by phase basis and continues to this day. CCNG broke ground in February of 2020 with the 18-hole golf course and continued with the completion of extensive infrastructure, 485 single-family lots and homes, 293 apartment units, 72 townhome units, the Shops at Galleria Power Center (Lowes) and other project improvements and amenities. Along the way, it formed three municipal utility districts, entered numerous utility and other development-related agreements and filed and received approvals for countless development permits. Currently, CCNG is completing the Hillside section of Spanish Oaks and has submitted plats and plans for the Villages at Spanish Oaks. The current assessed value of the developed land and improvements within the Spanish Oaks MUD's is $842 million. In short, this massive Project has proceeded continuously since the date of Original DA, all taking place on land covered by the Original DA, as amended. As with any large, master-planned development, portions of the Project, including the Property, have been held for future development as demand warranted. Well after commencement of the Project and years of continuous development activity, the City changed its Code to provide for Water Quality Buffer Zone (WQBZ) setbacks. The term of the Original DA ended in 2014.

Cassandra is an entity that was created by one of the principals of CCNG to take ownership of the Property in 2010. When the City sought to annex the Property in 2016, the City presented Cassandra the option to either accept annexation or enter into a non-annexation development agreement in accordance with Chapter 43 of the Texas Local Government Code (TLGC). This was not a "voluntary" process for Cassandra nor was the non-annexation development agreement a negotiated document. The agreement and any language therein is not a reflection of Cassandra's intent with respect to use or development of the Property, but, instead a reflection of the requirements of Chapter 43 of the TLGC and the lesser of two unattractive options for Cassandra.

2. Chapter 245 Vested Rights

Chapter 245 generally provides that a development "project" will be governed by the rules and regulations of a city in effect on the date on which the first application for a "permit" is filed for the project. *Tex. Loc. Gov't Code §245.002.* The Original DA, by its own terms, is the initial permit for the Spanish Oaks project. Once an application for the first "permit" is filed for a "project", the rules and regulations are effectively "frozen" and the city is prohibited from enforcing subsequent regulations (with certain exceptions). *Harper Park Two v City of Austin*, 359 S.W. 3d 247, 248 (Tex. App.—Austin 2011, writ denied). Vested rights provided by Chapter 245 apply as long as the project has not become dormant. *Id.* at 248-49; *Tex. Loc. Gov't Code §245.005.* The Texas Attorney General has stated that under the statutory definition of "project," "it is irrelevant whether the owner who files the original application for the first permit retains the property for the duration of the project or conveys the property." Att'y Gen. No. JC-0425 (2001) Vested rights attach to the "project," not to a particular property owner or permit holder and, as such, "follow" any conveyances or transfers of rights related to the project, provided the project remains the same. Provided that Cassandra does not change the proposed use of the Property from "Single Family" as provided in the Original DA, it would be entitled to the protections of Chapter 245. In *Harper Park Two*, the Court stated that "the project includes the entire process, not the discrete components" *Harper Park Two, at 256.* In applying that concept,

the Court recognized that the relevant "project" under chapter 245 is the Harper Park subdivision as a whole, as reflected in the 1985 preliminary plan application, not the six-acre lot viewed in isolation. *Id.*

The City has argued that the expiration of the Original DA eliminates Cassandra's vested rights with respect to the Property. Chapter 245 makes a clear distinction between expiration of permits and termination of projects. While City's may impose expiration dates on permits, projects may continue if "progress toward completion" under Chapter 245 is made to avoid becoming "dormant". *Tex. Loc Gov't Code Section §245 005.* Even the City's own code recognizes this concept by providing that "an expiration occurs unless progress towards completion of the project has occurred." *Bee Cave City Code §30 01.007* Under state law and City Code, progression of development activities within Spanish Oaks constitutes "progress towards completion" and the Spanish Oaks project in this case should not be "dormant". *Tex. Loc. Gov't Code §245.005(c)(1); Bee Cave City Code §30 01 007(D)(3)(A).* As stated above, virtually all of the activities described in Section 245.005(c) have occurred within Spanish Oaks, including filing of final plats, posting of fiscal, payment of impact fees, expenditure of millions of dollars on development of infrastructure, lots, homes apartments, townhomes, commercial development and other improvements. For Bee Cave's argument to prevail, it would have to isolate the Property from the rest of the Spanish Oaks project, a concept that was rejected by the Court in the *Harper Park Two* case.

Since the Spanish Oaks project has proceeded in massive scale without cessation since 1999, the expiration of the Original DA is irrelevant as the "project" itself has held the protections of Chapter 245 in place, including those portions of the project that have been held for future development as infrastructure progresses and demand is warranted.

3. Regulatory Taking

In addition to its vested rights, Cassandra is protected from application of the City's WQBZ requirements based on state and federal law pertaining to regulatory takings. Even if a governmental action substantially advances a legitimate state interest, "[a] compensable regulatory taking can also occur when governmental agencies impose restrictions that either (1) deny landowners of all economically viable use of their property, or (2) unreasonably interfere with landowners' rights to use and enjoy their property." *Lingle v Chevron USA, Inc*, 544 U.S. 528 (2005). The Texas Supreme Court in *Mayhew* held that "[e]ven if the governmental regulation has not entirely destroyed the property's value, a taking can occur if the regulation has a severe enough economic impact and the regulation interferes with distinct investment-backed expectations." *Mayhew v. Town of Sunnyvale*, 964 S.W.2d 922, 937 (Tex. 1996).

Cassandra's owner, Harris Kaffie, was also a founding principal owner in CCNG from the beginning of the Spanish Oaks project and he remained in an ownership position for 30 years. The result is that he has made a substantial investment and expenditures related to Spanish Oaks and the Property since project inception and well before adoption of the City's WQBZ requirements. According to our engineer's calculations, the Bee Cave WQBZ requirement results in approximately 98.5 acres of undevelopable acreage on the Property, leaving only approximately

25 acres of developable land, much of which is not contiguous or serviceable by common infrastructure. A site constraints map depicting the impact of the WQBZ is attached. Under prior rules, about 76 acres of the Property was developable. Given the limited amount of allowable density and the costs associated with developing the Property, imposition of the CWQZ on the Property represents denial of all economically viable use of the Property and an unreasonable interference with Cassandra's investment-backed expectations.

4. Conclusion

We believe that Cassandra has valid claims both for vested rights and regulatory taking. If Cassandra proceeds with a permit application that conforms to the "project" as originally conceived, then the protections of Chapter 245 would apply and Cassandra would be entitled to develop up to 75 acres of the Property. Alternatively, Cassandra could pursue compensation for the devaluation of the Property as a result of the WQBZ. Instead of pursuing either of these controversial and costly alternatives, Cassandra prefers to reach a reasonable compromise through the execution of a new development agreement as described herein.

I look forward to hearing back from you after you've had the chance to review this letter with fellow staff and your attorney.

Sincerely,

William P. McLean

Attachments:
Proposed Concept Plan
Concept Plan from the Original DA
Site Constraints Map

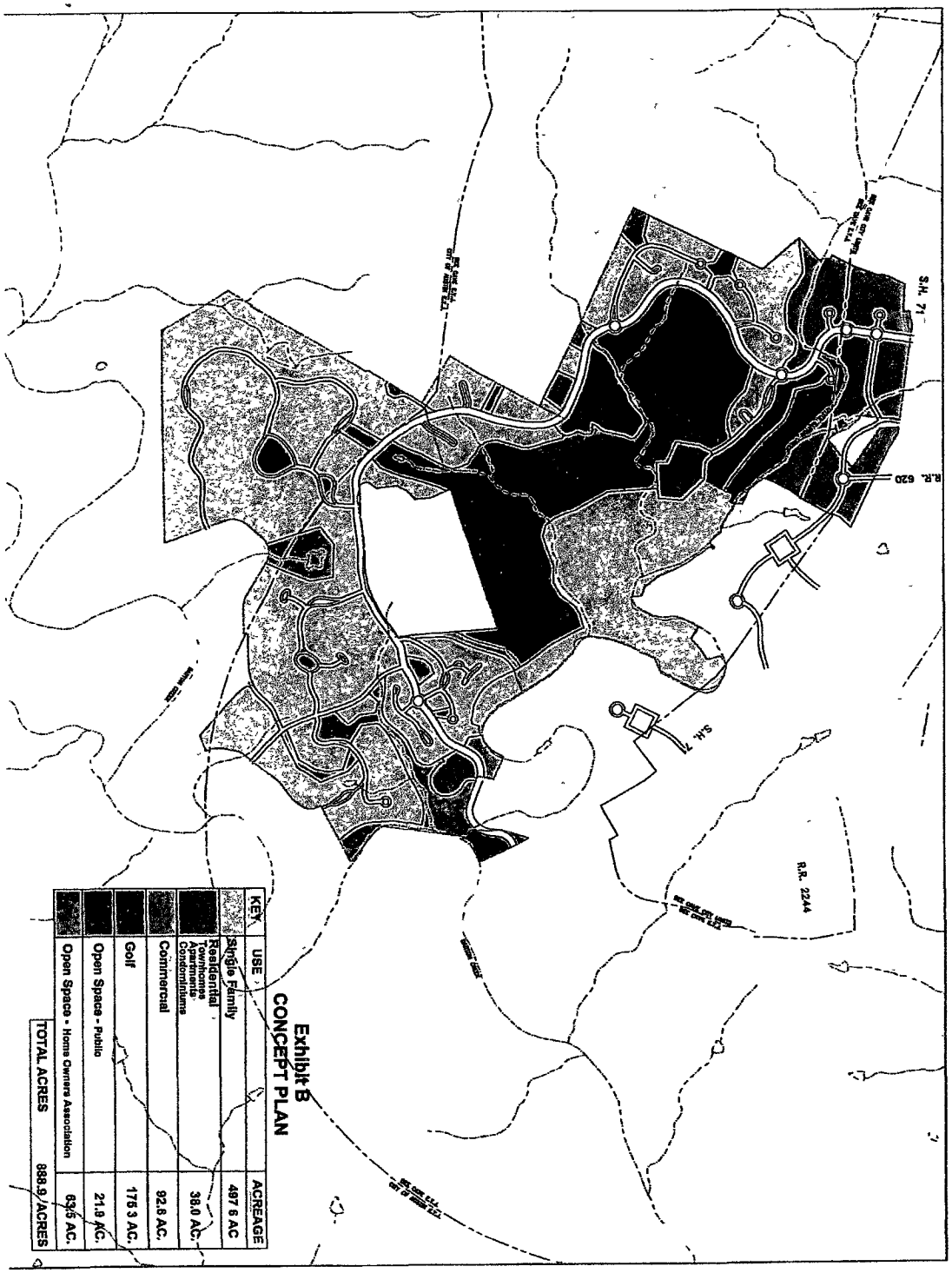
Harris Kaffie	via e-mail: hakaffie@gmail.com
Tim Riley	via e-mail: twr@rileymclean.com
Clint Garza	via e-mail: cgarza@beecavetexas.gov
Megan Will	via e-mail: mwill@beecavetexas.gov

ATTACHMENT 1

PROPOSED CONCEPT PLAN

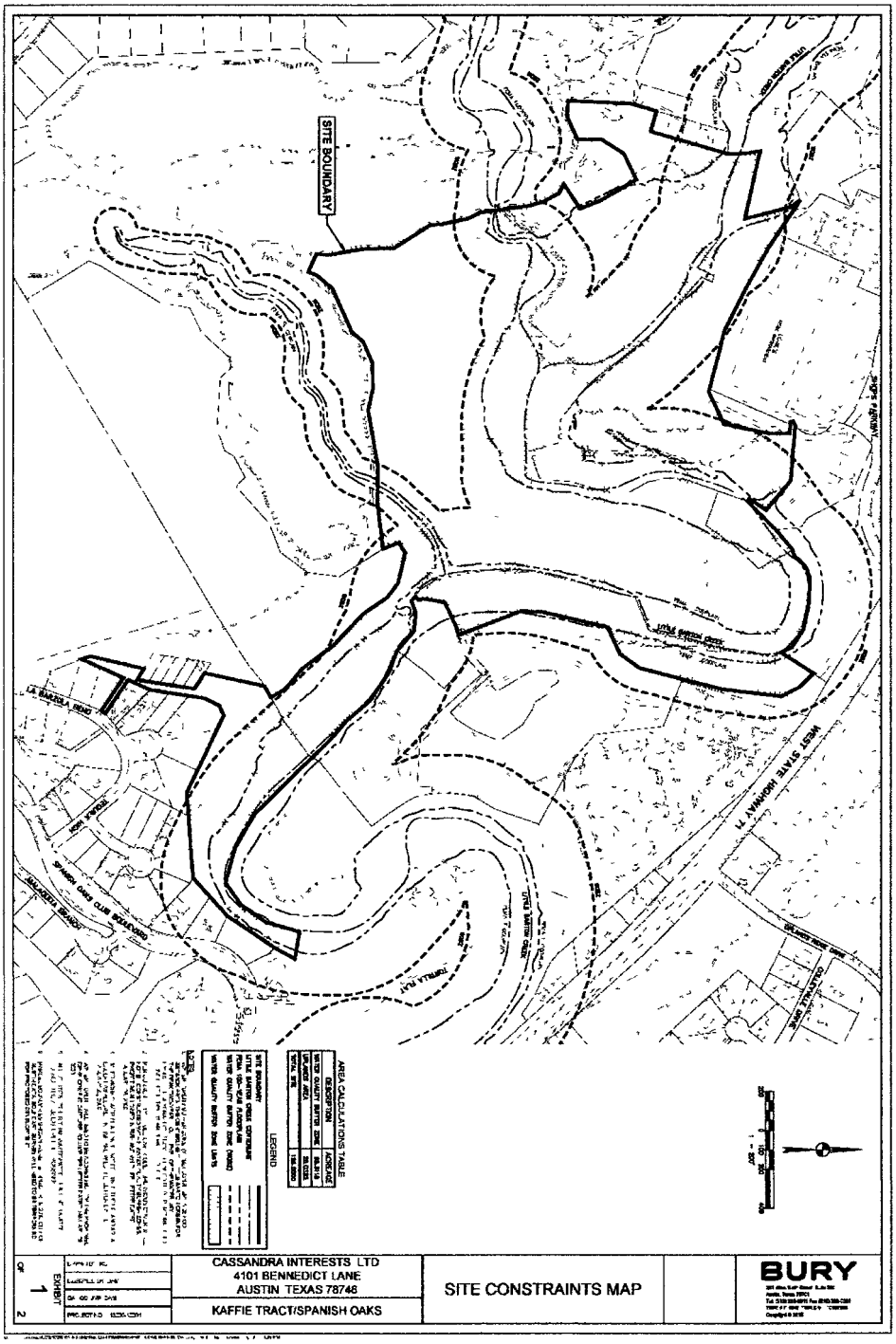
ATTACHMENT 2

CONCEPT PLAN FROM THE ORIGINAL DA



ATTACHMENT 3

SITE CONSTRAINTS MAP



Attachment B

From:	Lindsey A. Oskoui
To:	Bill Mclean
Cc:	hakaffie@gmail.com, twr@rileymclean.com, Clint Garza, Megan Will, Catherine Bacon, megan.santee@rampage-aus.com
Subject:	RE· Cassandra Interests, Ltd and the Little Barton Creek Tract
Date:	Friday, May 8, 2020 3 47 00 PM
Attachments:	image001.jpg Chapter 245_Cassandra Interests_Determination of Administrative Completeness_20200508.pdf

Mr. McClean,

Please see attached determination of administrative completeness.

Have a good weekend and talk to you soon,

Lindsey

From: Catherine Bacon <cbacon@mcleanhowardlaw com>
Sent: Thursday, April 23, 2020 1:13 PM
To: Lindsey A. Oskoui <loskoui@beecavetexas gov>
Cc: hakaffie@gmail.com; twr@rileymclean.com, Clint Garza <cgarza@beecavetexas.gov>; Megan Will <mwill@beecavetexas gov>, Bill Mclean <bmclean@mcleanhowardlaw.com>
Subject: Cassandra Interests, Ltd and the Little Barton Creek Tract

Good afternoon,

Please find attached a letter from William P. McLean, Attorney for Cassandra Interests, Ltd , in regards to the Little Barton Creek Tract.

Thank you,
Catherine

Catherine Bacon
LEGAL SECRETARY
cbacon@mcleanhowardlaw com

Barton Oaks Plaza, Building II
901 South MoPac Expy | Ste 225
Austin, Texas 78746
512 328 2008 phone
512 328 2409 fax
www mcleanhowardlaw.com

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CITY OF BEE CAVE

May 8, 2020

delivery via email: bmclean@mcleanhowardlaw.com
cbacon@mcleanhowardlaw.com

Mr. William P. McLean
McLean & Howard, L.L.P.
901 South MoPac Expy, Ste 225
Austin, Texas 78746

RE: Vested Rights Determination for Little Barton Creek Tract (the "Project"); Cassandra Interests, Ltd. ("Cassandra")

Dear Mr. McLean,

This letter is in reply to your recent letter requesting a determination of vested rights for the property known as Little Barton Creek tract. We have begun the process of reviewing your request for a vested rights determination pursuant to Chapter 245 of the Texas Local Government Code and the City's Code of Ordinances, Chapter 30.01.007.

Section 245.003 of the Local Government Code states that Chapter 245 applies only to a project in progress after September 1, 1997. *See* § 245.003(1) and (2). Additionally, Section 245.005 allows a City to enact an ordinance that places an expiration date on a permit if the project has become dormant. *See* § 245.005(a) and (b). In conformance with this statute, the City enacted Section 30.01.007 Chapter 245 Determinations in 2007.

Please provide the following clarification and documentation:

1. Higher resolution attachments 1 and 3 (namely textual content)
2. Clarification of date on Page 2, first paragraph – "CCNG broke ground in February of 2020..."
3. CWQZ reference on Page 4, first paragraph – Is this intended to be WQBZ and if not, then what?
4. Documentation of rules referenced on Page 4, first paragraph - "Under prior rules...."

At this time, your application is deemed incomplete and is rejected according to Section 30.01.007(d)(5). The City will reevaluate your request upon submission of the above referenced documentation and any additional information that you wish to submit that would support your request.

Should you have any additional questions or concerns, please don't hesitate to contact me.

Sincerely,

Clint Garza

City Manager

4000 Galleria Parkway Bee Cave, Texas 78738
512/767-6675

Attachment C

From:	Bill Mclean
To:	Lindsey A. Oskoui
Cc:	Clint Garza, Megan Will; megan.santee@rampage-aus.com
Subject:	RE Cassandra Interests, Ltd and the Little Barton Creek Tract
Date:	Monday, June 8, 2020 2:23 30 PM
Attachments:	image001 jpg Chapter 245 Cassandra Interests Determination of Administrative Completeness 20200508.pdf Little Barton Creek-Option "H-2" (30 Lots).pdf Bury CONSTRAINTS MAP-Layout1.pdf

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Lindsey. Thank you for the attached response letter. Please see the responses below to the 4 items listed therein

Item 1: see the attached higher resolution copies
Item 2 this is the date that construction work on the project commenced according to Jack Creveling
Item 3 the reference to "CWQZ" is in error and should be "WQBZ"
Item 4: I'm not entirely clear on this request. If you are asking if I can provide copies of the rules in effect when the project commenced, I do not have those available. I would be happy to research the City's archives when convenient so I can reference the specific code version.

I would also like to respond on some of the statements in the response letter It seems the case is being made that expiration of a permit causes the expiration of the project, without regard to progress toward completion As noted in my letter, the provisions of Chapter 245 and Texas caselaw instead provide that Chapter 245 protections remain in place for projects even after permit expiration if progress toward completion of the project is made. In the case of Spanish Oaks, there is no question that progress toward completion has occurred continuously since project inception

Even the City's Code recognizes this distinction by separating "expiration of permits" from "expiration of projects" in Sections 30 01 007(b) and (c) Every single situation described in those subsections includes the qualifier of "unless progress toward completion has been made" or similar language limiting situations where project termination occurs Section 30 01 007(a)(2) recognizes that applicants have the option to seek Chapter 245 protection after permit expiration, by providing: "The second type of Chapter 245 determination involves a demonstration by the applicant that a project or permit is entitled to be reviewed in accordance with the regulations of the city in effect on the date that the original application for the first permit in the series of permits was filed because progress toward the completion of the project has been made by the applicant *even though the permit and/or project time limits have expired*", which describes our situation.

I look forward to hearing back from you. Please let me know if you need anything further from me.

-Bill

William P. McLean
Partner
bmclean@mcleanhowardlaw com
Click here to send me files

Barton Oaks Plaza, Building II

901 South MoPac Expy | Ste 225
Austin, Texas 78746
512 328 2008 phone
512 328 2409 fax
www mcleanhowardlaw com

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From: Lindsey A. Oskoui <loskoui@beecavetexas gov>
Sent: Friday, May 8, 2020 3:47 PM
To: Bill Mclean <bmclean@mcleanhowardlaw.com>
Cc: hakaffie@gmail com; twr@rileymclean com; Clint Garza <cgarza@beecavetexas.gov>, Megan Will <mwill@beecavetexas gov>; Catherine Bacon <cbacon@mcleanhowardlaw com>; megan.santee@rampage-aus.com
Subject: RE Cassandra Interests, Ltd. and the Little Barton Creek Tract

Mr McClean,

Please see attached determination of administrative completeness.

Have a good weekend and talk to you soon,

Lindsey

From: Catherine Bacon <cbacon@mcleanhowardlaw.com>
Sent: Thursday, April 23, 2020 1.13 PM
To: Lindsey A. Oskoui <loskoui@beecavetexas.gov>
Cc: hakaffie@gmail com; twr@rileymclean.com; Clint Garza <cgarza@beecavetexas.gov>; Megan Will <mwill@beecavetexas.gov>; Bill Mclean <bmclean@mcleanhowardlaw.com>
Subject: Cassandra Interests, Ltd. and the Little Barton Creek Tract

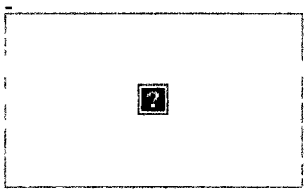
Good afternoon,

Please find attached a letter from William P McLean, Attorney for Cassandra Interests, Ltd., in regards to the Little Barton Creek Tract.

Thank you,
Catherine

Catherine Bacon
LEGAL SECRETARY
cbacon@mcleanhowardlaw.com

Barton Oaks Plaza, Building II
901 South MoPac Expy | Ste 225
Austin, Texas 78746
512 328 2008 phone
512 328 2409 fax
www.mcleanhowardlaw.com



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After recording return to:

Kaylynn Holloway
City Secretary
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

2021076323

Apr 07, 2021 01:16 PM

Fee: $174.00 MEDINAE

TRV 2017005834
6 PGS

DEVELOPMENT AGREEMENT

This Agreement ("Agreement") is entered into pursuant to the Texas Local Government Code, section 43.035 and Chapter 21, Subchapter G, and is entered into to be effective December 13, 2016 between the City of Bee Cave ("City"), and property owners Cassandra Interests, Ltd. ("Owners").

RECITALS

WHEREAS:

(1) The City of Bee Cave has authority to annex property in its extraterritorial jurisdiction pursuant to Chapter 43 of the Texas Local Government Code; and

(2) The City may negotiate a development agreement with property owners who own land that is tax exempt for agricultural, wildlife management, or timber purposes under section 212.172 of the Local Government Code; and

(3) The City may annex 92.425 acres of land more or less, (the "Annexation Area"), of which a portion of such proposed Annexation Area includes property owned by Cassandra Interests, Ltd. which is qualified for a development Agreement pursuant to section 212.172 of the Local Government Code, and which property is more properly described as shown in Exhibit "A" (the "Property"); and

(4) The Owners have certified that the Property has been appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter;

NOW THEREFORE, in consideration of the mutual benefit to be derived there from by the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION ONE:

The City of Bee Cave agrees as follows:

(1) The City will not annex the Property for a period of ten (10) years from the date of this Agreement.

Unofficial Document

Unofficial Copy

SECTION TWO:

Owners agree as follows:

(1) At the expiration of ten (10) years from the date of this Agreement, Owners will not object to and do hereby agree to the annexation of the Property. This Agreement will be binding on the heirs, successors and assigns of Owners.

(2) Owners agree that immediately upon the execution of this Agreement, the City may enforce upon the Property all regulations and planning authority of the City that does not interfere with the use of the Property for agriculture, wildlife management, or timber use.

(3) Owners agree that if at any time the Owners file any type of subdivision plat, permit application or related development document (except for permit applications related to agricultural, wildlife management or timber purposes) for the Property, or a portion of the Property, with a governmental entity that has jurisdiction over the Property or such portion, regardless of how the Property is appraised for ad valorem tax purposes, that in addition to the City's other remedies, such action will constitute a petition for voluntary annexation by the Owners, and the Property or such portion, will be immediately subject to annexation at the discretion of the City Council. The Owners agree that any filing of a permit application, subdivision plat or other development documents (except for development for agricultural, wildlife management or timber purposes) shall not give rise to development rights that might otherwise be available to Owners pursuant to Section 245 or Section 43.002 of the Texas Local Government Code. All future development of the Property for a use other than agricultural, wildlife management, or timber purposes shall be in accordance with the zoning approved by the City after the Property is annexed into the City. The Property is projected to be zoned as SF-20 according to the City's Comprehensive Plan. Owners agree that future use of the Property will be in accordance with the SF-20 zoning regulations of the City unless the City approves alternative zoning at the request of the Owner. Owners hereby agree that such annexation shall be voluntary, and Owners hereby consent to such annexation as though a petition for such annexation had been tendered to the City by Owners.

(4) Owners agree that if at any time during the period in which this Agreement is in effect the Owners use the Property or a portion of the Property, for any purpose other than agriculture, wildlife management or timber, regardless of how the Property is appraised for ad valorem tax purposes, that in addition to the City's other remedies, such change

in use by the Owners will constitute a petition for voluntary annexation by the Owners, and the Property or such portion will be immediately subject to annexation at the discretion of the City Council. The Owners agree that any change of use or partial change of use of the Property shall not give rise to development rights that might otherwise be available to Owners pursuant to Section 245 or Section 43.002 of the Texas Local Government Code. All future development of the Property for a use other than agricultural, wildlife management, or timber purposes shall be according to the zoning approved by the City after the Property is annexed into the City. The Property is projected to be zoned as SF-20 according to the City's Comprehensive Plan. Owners agree that future use of the Property will be in accordance with the SF-20 zoning regulations of the City unless the City approves alternative zoning at the request of the Owner. Owners hereby agree that such annexation shall be voluntary, and Owners hereby consent to such annexation as though a petition for such annexation had been tendered to the City by Owners.

(5) Owners understand and agree that the Travis County Central Appraisal District, not the City, is the entity that is responsible for making the determination of whether the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management or timber.

(6) Owners acknowledge that each and every owner of the Property must sign the Agreement in order for the Agreement to take full effect, and each Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

SECTION THREE:

The term of this Agreement shall be for ten years (10) years from the date of its execution or until the City completes annexation of the property, which ever event occurs first.

This Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no

UNOFFICIAL DOCUMENT

way be effected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms and it may not be modified in any manner without the express written consent of the Parties.

No assignment of this Agreement, in whole or in part, or of any duty or obligation of performance hereunder shall be made in whole or in part by any Party hereto without the prior written consent of the other Party hereto.

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

Owners' Mailing Address:
Cassandra Interests, Ltd
4101 Bennedict Lane
Austin, TX 78746

City of Bee Cave, a Home Rule Municipal Corporation

City's Mailing Address:
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738
Travis County

RETURN

UNOFFICIAL DOCUMENT

Unofficial Document

Owners:

Cassandra Interests, Ltd.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ and Harris A. Koffie, known to me to be the persons whose names are subscribed to the foregoing Agreement and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 9 day of December, 201__.

Notary Public, State of Texas

RUBEN INFANTE, JR.
MY COMMISSION EXPIRES
August 20, 2017

My Commission expires: 12/9/2016

Unofficial Document

City of Bee Cave

Caroline Murphy

Caroline Murphy, Mayor

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Murphy, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 13th day of December, 2016.

Kayla Holloway

Notary Public, State of Texas

KAYLYNN HOLLOWAY
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-05-2019

My commission expires: 4-5-2019

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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Dana DeBeauvoir

Jan 11, 2017 03:18 PM 2017005834
RAMIREZA: $46.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action on Resolution No. 2022-11 related to authorizing and directing the City Manager to execute an agreement with TxDOT to assume operation and maintenance of certain signal and traffic control devices**
Council Action:	**Discuss and Consider Action**
Department:	**Engineering**
Staff Contact:	**Kevin Sawtelle, City Engineer**

1. INTRODUCTION/PURPOSE

On June 28, 2022, City Council approved of entering into an agreement with TxDOT to take over ongoing signal and traffic control device operation and maintenance on the state road system with the Bee Cave incorporated limits. As part of the execution process, TxDOT requires City Council to adopt the attached resolution (Resolution 2022.11) authorizing the City Manager to execute the agreement and that the meeting at which this resolution is passed was noticed and open to the public as required by law.

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution No. 2022-11	Resolution Letter

RESOLUTION NO. 2022-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CITY TO ASSUME OPERATION AND MAINTENANCE OF CERTAIN EXISTING TRAFFIC SIGNALS ON SH 71, RR 620, AND FM 2244; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, there exist certain traffic signals at various locations along SH 71, RR 620; and FM 2244 installed, operated, and maintained by the Texas Department of Transportation (State); and

WHEREAS, said locations are within the corporate limits of the City of Bee Cave; and

WHEREAS, it would benefit residents of Bee Cave if the traffic signals on SH 71, RR 620, and FM 2244 in this Resolution are operated and maintained by the City of Bee Cave; and

WHEREAS, City of Bee Cave wishes to pursue an agreement with State to assume operation and maintenance responsibility for the traffic signals on SH 71, RR 620, and FM 2244; and

WHEREAS, the lnterlocal Cooperation Act, Texas Government Code Chapter 791, authorizes local governments to contract with one another and with agencies of the state for the provision of governmental functions and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE:

SECTION 1. The City Council hereby authorizes and directs the City Manager to negotiate and execute a Traffic TEA4 agreement with State for the City of Bee Cave to assume operation and maintenance of the various existing traffic signals on SH 71, RR 620, and FM 2244, subject to final review by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that public

DRAFT

notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 8th day of November, 2022.

_____
Kara King, Mayor
City of Bee Cave

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item:	**13.**
Agenda Title:	**Discuss and consider action on the reappointment of Quinn Gormley and Tony Lockridge to the Bee Cave Development Board.**
Council Action:	**Reappoint members**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

Discuss and consider action on the reappointment of Quinn Gormley and Tony Lockridge to the Bee Cave Development Board.

2. DESCRIPTION/JUSTIFICATION

a) Background

The Development Corporation Bylaws provide for the Board to be composed of seven (7) persons who are either a resident of the City or a resident of Travis County. No more than four (4) of the seven (7) directors may be members of the governing body of the City. Director(s) who are members of the governing body of the City may not serve as an officer in the Corporation.

b) Issues and Analysis

Director Gormley, Position 4, and Director Lockridge, Position 6, have terms that expired in October 2022. They both have indicated that they would like to continue to serve.

A roster of the current members is also attached.

An item will be placed on the next Board agenda for the selection of officers.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title

Addtl tracking info

4. TIMELINE CONSIDERATIONS

Directors' terms begin on the fourth Tuesday of September of each year, unless changed by resolution of the Board.

5. RECOMMENDATION

Reappoint Members

ATTACHMENTS:

	Description	Type
🗋	Roster of current members	Backup Material

BEE CAVE DEVELOPMENT BOARD (2022 - 2024)		
Name and Address	***Position/Term***	***Contact Information***
Christian Alvarado	Position 1/ October 2023	calvarado@beecavetexas.gov
Victoria Winburne	Position 2 October 2024	vwinburne@beecavetexas.gov
Andy Rebber	Position 3/ October 2023	arebber@beecavetexas.gov
Quinn Gormley	Position 4/ October 2022	qgormley@beecavetexas.gov
Kevin Hight	Position 5/ October 2023	khight@beecavetexas.gov
Tony Lockridge	Position 6/ October 2022	tlockridge@beecavetexas.gov
Christy Black	Position 7/ October 2024	cblack@beecavetexas.gov

October 2022

City Council Meeting
11/8/2022
Agenda Item Transmittal

Agenda Item:	**14.A.**
Agenda Title:	**Deliberation regarding the potential acquisition of real property for public purposes**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION