AGENDA

Regular Meeting

City Council

Tuesday, January 10, 2023

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.

A quorum of the Planning and Zoning Commission and/or Development Board may be in attendance at this meeting. No action will be taken by the Commission or Board.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of New Employees.
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. Consider approval of the minutes of the Regular Session conducted on December 13, 2022.

7. Discuss and consider action on a recommendation of award of contract to Lake Flato Architects and authorize negotiations and execution of a

contract by the Mayor for the Library Building Architectural and Design Services.

8. Discuss and consider action on a recommendation of award of contract to Hoar Construction and authorize negotiations and execution of a contract by the Mayor for the Library Building Construction-Manager-at-Risk (CMAR).

9. Discuss and consider action on Ordinance No. 496 calling a Bee Cave General Election for May 6, 2023.

   Discutir y considerar tomar acción tocante la Ordenanza No. 496, una ordenanza para convocar la Elección General del 6 de Mayo, 2023.

10. Discuss and consider action on the 2023 Joint Election Agreement and Election Services Agreement with Travis County.

11. Discuss and consider action on the appointment of members to the Planning and Zoning Commission.

12. Discussion and possible action on the City's policy related to responding to requests for information under the Texas Public Information Act.

13. Close Regular Meeting

14. Open Executive Session

Executive session in accordance with the Texas Government Code, Section 551-072 – Deliberation regarding real property; and Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

   A. Consultation with Attorney regarding pending litigation styled Goodwin v. Kara King, Mayor; Council members Andrea Willott, Jon Cobb, Andrew Clark, Kevin Hight and City of Bee Cave.
   B. Deliberation regarding the potential acquisition of real property for public purposes

15. Close Executive Session

16. Open Regular Meeting

17. Consider action, if any, on Executive Session

18. 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.

I certify that the above notice of meeting was posted at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas, on the 6th day of January, 2023 at 4:15 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
1/10/2023
Agenda Item Transmittal

Agenda Item:	**4.**
Agenda Title:	**Introduction of New Employees.**
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
1/10/2023
Agenda Item Transmittal

Agenda Item:	**6.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on December 13, 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 December 13, 2022	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
December 13, 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

Absent:

Andrea Willott, Council Member

City Staff:

Clint Garza, City Manager
Megan Santee, City Attorney
Kaylynn Holloway, City Secretary
Lindsey Oskoui, Assistant City Manager
Brian Jones, Police Chief
Megan Will, Planning and Development Director
Kevin Sawtelle, City Engineer
Jenny Hoff, Communications Director
Logan Maurer, Engineer
Dori Kelley, Communications Specialist
Barbara Hathaway, Library Director

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, December 13, 2022.

Administer oath of office to Officer Frankie Martinez.

Police Chief Brian Jones administered the Oath of Office to Officer Frankie Martinez.

Introduction of new City employees.

There were not any new employees to introduce at this time.

Citizen Comments.

Library Director Barbara Hathaway presented a check that the library received from the proceeds of the annual car show.

Consent Agenda.

A. **Consider approval of the minutes of the Regular Session conducted on November 8, 2022.**
B. **Consider approval of the Financial and Investment Reports. (October).**

Mayor King removed Item # B from the consent agenda.

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

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

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

The motion carried 4-1.

City Manager Clint Garza reported on the financial report.

MOTION: A motion was made by Mayor King, seconded by Council Member Hohl, to approve the consent agenda Item B.

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

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

The motion carried 5-0.

Discuss and consider action regarding an application from the Magnolia Musical Theatre for use of Hotel Occupancy Tax Funds.

Andrew Cannata, Executive Artistic Director of Magnolia Musical Theatre presented this item.

The City Council discussed requesting the Development Board to fund the production.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to (1) ask Staff to place this on the Development Board Agenda to make the request for funding for this as an economic development tool and (2) to approve the use of the Hotel Occupancy Tax Funds up to $100,000 subject to a reduction dollar for dollar for the amount approved by the Development Board.

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

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

The motion carried 5-0.

Discuss and consider action regarding an application from the Bee Cave Art Foundation for use of Hotel Occupancy Tax Funds.

Deby Childress of the Bee Cave Art Foundation presented this item.

MOTION: A motion was made by Council Member Hohl, seconded by Council Member Rebber, to approve the application from the Bee Cave Art Foundation for use of Hotel Occupancy Tax Funds in the amount of $60,000.

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

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

The motion carried 5-0.

Discuss and possible action on approving a fundraising program with local school groups for use of the Ice Skating Rink.

Communications Specialist Dori Kelley presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to approve foregoing $5.00 per ticket for use of the Ice Skating Rink by Local School Districts and related organizations.

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

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

The motion carried 5-0.

Discuss and consider action on Ordinance No. 495 amending Appendix A, Fee Schedule, of the Bee Cave Code of Ordinances.

Planning and Development Director Megan Will presented this item.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Hohl, to approve Ordinance No. 495 amending Appendix A, Fee Schedule of the Bee Cave Code of Ordinances.

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

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

The motion carried 5-0.

Discuss and consider action on the legal services Request for Qualifications.

The Council discussed possibly bringing Counsel in-house.
No action was taken.

Discuss and consider action on the appointment of a representative to serve on the General Assembly of the Capital Area Council of Government.

This item was not considered at this meeting.

Discuss and consider action to accept the resignation of Joe Inge from the Planning and Zoning Commission.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hohl, to accept the resignation of Joe Inge from the Planning and Zoning Commission.

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

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

The motion carried 5-0.

Executive Session:

The City Council closed the Open Session at 7:18 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 551-072 – Deliberation regarding real property; and Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

A. Consultation with Attorney regarding pending litigation styled *Goodwin v. Kara King, Mayor; Council members Andrea Willott, Jon Cobb, Andrew Clark, Kevin Hight and City of Bee Cave*.
B. Deliberation regarding the potential acquisition of real property for public purposes.
C. Discussion regarding potential unauthorized disclosure of closed session communications.

The City Council closed the Executive Session at 8:58 p.m. and reconvened in Regular Session.

In Open Session:

MOTION: A motion was made by Mayor King, seconded by Mayor Pro Tem Clark, to authorize the City Manager to negotiate a purchase of 2.077 acres of real property, Property ID # 706.791, located South of Highway 71 and West of the Shops at the Galleria.

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

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

The motion carried 5-0.

Adjournment:

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

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

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

The motion carried 5-0.

The City Council meeting adjourned at 8:59 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
1/10/2023
Agenda Item Transmittal

Agenda Item:	**7.**
Agenda Title:	**Discuss and consider action on a recommendation of award of contract to Lake Flato Architects and authorize negotiations and execution of a contract by the Mayor for the Library Building Architectural and Design Services.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Chelsea Maldonado CBRE Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action on a recommendation of award of contract to Lake Flato Architects and authorize negotiations and execution of a contract by the Mayor for the Library building architecture and design services.

2. DESCRIPTION/JUSTIFICATION

a) Background

RFQ for Architectural Services for the new Bee Cave Public Library building was publicly advertised October 3, 2022. There were a total of 18 qualified respondents to the RFQ. All proposals were reviewed per the RFQ criteria and the 5 most qualified firms were selected and notified of shortlist. The shortlisted firms were then interviewed by the following selection committee: Clint Garza (City Manager), Lindsey Oskoui (Assistant City Manager), Lanie Marcotte (Director of Parks & Facilities), Barbara Hathaway (Library Director), Gretchen Hardin (Library Public Services Manager), Rebecca Regueira (Exec. Asst.), and Chelsea Maldonado(CBRE Heery Project Manager - Non voting & advisory only)

Per evaluation criteria, Lake Flato was identified as the most qualified firm following interviews. The vote was unanimous.

b) Issues and Analysis

The City of Bee Cave, with advisement by CBRE Heery, will negotiate the architectural services contract, so that the design of Bee Cave Public Library may commence.

Current anticipated location:13308 Highway 71
No commitment outside of approving for contract negotiations is required at this time.

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
1/10/2023
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss and consider action on a recommendation of award of contract to Hoar Construction and authorize negotiations and execution of a contract by the Mayor for the Library Building Construction-Manager-at-Risk (CMAR).**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Chelsea Maldonado CBRE Heery**

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/JUSTIFICATION

a) Background

RFQ for Architectural Services for the new Bee Cave Public Library building was publicly advertised October 3, 2022. There were a total of 3 qualified respondents to the RFQ. All proposals were reviewed per the RFQ criteria and the 2 most qualified firms were selected and notified of shortlist. The shortlisted firms were then interviewed by the following selection committee: Clint Garza (City Manager), Lindsey Oskoui (Assistant City Manager), Lanie Marcotte (Director of Parks & Facilities), Chelsea Maldonado(CBRE Heery Project Manager - Non voting & advisory only), and Gary Whittle(CBRE Heery Project Director - Non voting & advisory only)

Per evaluation criteria, HOAR was identified as the most qualified firm following interviews. The vote was unanimous.

b) Issues and Analysis

The City of Bee Cave, with advisement by CBRE Heery, will negotiate the CMAR preconstruction contract, so that the design of Bee Cave Public Library may commence.

Current anticipated location: Revival Tract.
No commitment outside of approving for contract negotiations is required at this time.

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
1/10/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action on Ordinance No. 496 calling a Bee Cave General Election for May 6, 2023.**
Council Action:	**Approve Ordinance No. 496**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

Discuss and consider action on Ordinance No. 496 calling the General Election for May 7, 2022.

2. DESCRIPTION/JUSTIFICATION

a) Background

The election in May will be to elect three Council Members with terms expiring in May of 2025. Council Members Clark, Hight, and Willott have terms that expire in May of this year.

b) Issues and Analysis

The first day for filing an application for a place on the ballot is January 18, 2023 and the last day is February 17, 2023.

Candidate packets are available for pick up in the City Secretary's office and available on the City's website.

Travis County has asked that all entities who would like the County Clerk to conduct their election inform them of their intent. Soon after that date we will know the cost allocation for each entity.
If the City wishes to move forward with a joint election, a Joint Election Agreement and a Election Services Agreement with Travis County are on this agenda for consideration.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

The deadline to call the General Election is February 17th.

5. RECOMMENDATION

Staff recommends approval of Ordinance No. 496.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 496	Ordinance

ORDINANCE NO. 496

AN ORDINANCE OF THE CITY OF BEE CAVE, TEXAS ORDERING A GENERAL ELECTION IN THE CITY OF BEE CAVE, TEXAS, TO ELECT THREE (3) CITY COUNCIL MEMBERS FOR SAID CITY; MAKING PROVISION FOR THE CONDUCT AND GIVING NOTICE OF SAID ELECTION; PROVIDING FOR AN ELECTION AGREEMENT WITH TRAVIS COUNTY; COMBINING OF THE GENERAL ELECTION IN CONJUNCTION WITH OTHER PARTICIPATING ENTITIES IN A JOINT ELECTION; PROVIDING EARLY VOTING POLLING PLACES, TIMES, AND DATES; AUTHORIZING QUALIFIED VOTER PARTICIPATION; REQUIRING NOTICE OF ELECTION TO BE POSTED IN ENGLISH AND SPANISH; PROVIDING FOR SELECTION OF ELECTION JUDGES AND CLERKS; PROVIDING FOR SEVERABILITY, OPEN MEETING, AND EFFECTIVE DATE

WHEREAS, Texas Election Code, section 41.001(a)(2) provides that the uniform election date for political subdivisions, shall be the first Saturday in May; and

WHEREAS, the City of Bee Cave ("City") Home-Rule Charter, section 12.01, provides that the City's general elections shall be held on the uniform election date in May; and

WHEREAS, City Council of the City of Bee Cave hereby orders a General election to be held for the purpose of electing three (3) City Council Members for the term that expires in May 2025; and

WHEREAS, the City Council has made provision for the General Election to be conducted jointly with other political subdivisions in the area under the authority of Texas Election Code, Chapter 271; and

WHEREAS, the City has made provision to contract with Travis County to conduct the City's General Election pursuant to Chapter 31, of the Texas Election Code and Chapter 791 of the Texas Government Code (the "Election Agreement"), jointly with other political subdivisions that hold elections on the same day in all or part of the same territory of the City, as authorized in Chapter 271, Texas Election Code;

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

Section 1: Date of Election. A General Election shall be held in the City on the 6th day of May, 2023, which day is not less than Sixty-two (62) days from the date of the adoption hereof.

Section 2: Joint Election Agreement, Election Services Agreement, Use of Electronic Voting System and Authorization of Ballot. The election shall be held as a joint election pursuant to Texas Election Code Chapter 271 in conjunction with the City's General election and elections which may be held on the election day by other political

subdivisions (hereinafter "Participating Entities") under a Joint Election Agreement that will be submitted to the City Council for approval.

Pursuant to Chapter 31 of the Texas Election Code, the City Council orders that the Election be conducted pursuant to an Election Services Agreement with Travis County Clerk will be provided to the City Council for approval and said agreement is incorporated herein as if fully set out.

An electronic voting system, as defined and described in Title 8 of the Texas Election Code, shall be utilized for the Election and for early voting, by personal appearance and paper ballots for early voting mail.

Section 3: Election Day Precincts, Polling Places, Precinct Officials and Voting Times. The election precincts for this election shall be the Travis County Election Precincts wholly within the territorial limits of the City and the polling place established for each of these precincts shall serve as common polling places for the joint elections of the Participating Entities and they may be combined for the convenience of the voters. On Election Day, the polls shall be open from 7:00 AM to 7:00 PM. The returns for precincts in Travis County will be provided by precinct for the general election and the Travis County Administrator shall tabulate and provide the election returns for the general election.

Section 4: Conduct of Election. The Travis County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement with the City; and the official ballots, together with such other election materials as are required by the Texas Election Code, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Section 5: Early Voting Polling Places, Times and Dates, Mail in Voting Procedures. Early voting for the election shall be conducted jointly with the Participating Entities in the joint election. Early Voting by personal appearance for the Election shall be conducted jointly at the locations and on the dates and times specified These Early Voting polling places shall be common polling places utilized by the City, the Participating Entities and Travis County, Texas. The main early voting polling place will be Travis County Airport Office, 5501 Airport Boulevard, Austin, Texas 78751. Early voting by personal appearance begins April 24, 2023 and ends on May 2, 2023.

The Regular Early Voting Clerk for voting by mail in the Election shall be the Bee Cave City Secretary. Applications from voters to vote early by mail in the Election shall be addressed to the Early Voting Clerk, 4000 Galleria Parkway, Bee Cave, Texas 78738. The Regular Early Voting Clerk for the City shall collect all applications for ballots received by the City at the above address during the period allowed by the Texas Election Code and shall deliver all such applications to the Joint Early Voting Clerk as directed under the Joint Election Agreement.

Section 6: Qualified Voters and Conduct of Election. All resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the City Election Precinct in

which they reside or at any Voting Center if they are used during this Election. This election shall be held and conducted in accordance with the Texas Election Code, and as may be required by law, all election materials shall be printed in both English and Spanish.

Section 7: Notices. Notice of the election in English and Spanish, and as otherwise provided by law, shall be posted not later than the 21st day before Election Day, on the bulletin board used for posting notices of the meetings of the City Council of the City of Bee Cave and shall remain posted continuously through Election Day. Notice of the Election in English and Spanish shall also be given by publishing the notice at least once, not earlier than the 30th day or later than the 10th day before Election Day in the official newspaper of the City.

Section 8: Election Materials and Supplies. The City Secretary is authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code; provided that, pursuant to the Election Agreement between the City and Travis County, the Travis County Elections Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the Texas Election Code; and for providing all services specified to be provided in the Election Agreement. The Travis County Elections Officer shall give the notices required by the Texas Election Code and the Election Agreement to be given for the election.

Section 9: Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election precincts, the Presiding Judge of the Early Voting Ballot Board and the Central Counting Station Manager and Tabulation Supervisor shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law.

Section 10: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 11: Proper Notice and Open Meeting. The City Council officially finds, determines, and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance is adopted was posted for at least 72 hours preceding the scheduled time of the meeting and at the location required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof was discussed, considered and formally acted upon.

Section 12: Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the City Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 13: Effective Date. This Ordinance is effective immediately upon its passage and approval and publication as may be required by governing law.

PASSED AND ADOPTED this _____ day of January, 2023.

City of Bee Cave, Texas

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary
City of Bee Cave, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, PC

City Council Meeting
1/10/2023
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on the 2023 Joint Election Agreement and Election Services Agreement with Travis County.**
Council Action:	**Approve**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

Discuss and consider action on the 2023 Joint Election Agreement and Election Services Agreement with Travis County.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave will hold a General Election on May 6th to elect three Council Members.

In the past, the City has entered into agreements with Travis County to conduct our elections and for the use of their election equipment. These new agreements are for the current 2023 year.

b) Issues and Analysis

The purpose of the Election Services Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

The attached Joint Election Agreement is an agreement between all participating entities in this election. The exhibits to this agreement have not been provided by the County at this time. Exhibit A will be the list of participating entities, Exhibit B, the list of early and election day polling places and Exhibit C, the cost estimates.

The final cost for Travis County to conduct our election will be submitted to the City once they know the number of entities participating. In 2022, the cost was around $5000.

Once the City signs the contracts, they will go to the Commissioner's Court for approval and execution.

3. FINANCIAL/BUDGET

Amount Requested	$10,000	Fund/Account No.	502-231
Cert. Obligation		GO Funds	
Other source		Grant title	
Addtl tracking info			

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Election Services Agreement	Backup Material
Joint Election Agreement	Backup Material

ELECTION AGREEMENT BETWEEN
TRAVIS COUNTY AND CITY OF BEE CAVE

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

Section 1. GENERAL PROVISIONS

(A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.

(C) Except as otherwise provided in this Agreement:

(1) The term "Election Officer" refers to the Travis County Clerk;
(2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
(3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.

(4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

(D) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" for a particular election is the amount the County will charge the Participating Entity for use of the County's voting equipment in use at the time of that election.

(E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.

(F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).

(G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section 1.

(B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

(1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.

b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:

i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;

ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and

iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).

(2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;

(3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(4) Conducting the official canvass of a Participating Entity election;

(5) Administering the Participating Entity's duties under state and local campaign finance laws;

(6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information

programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

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

SECTION 4. ELECTION WORKERS AND POLLING PLACES

(A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.

(E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary**.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

(A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.

(B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.

(C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

(D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.

(1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytx.gov, with a copy to ElectionEntities@traviscountytx.gov. The Participating Entity has designated the Bee Cave City Secretary as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and

receiving e-mail communications pursuant to Section 5: kholloway@beecavetexas.gov.

(2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

(3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.

(4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.

(5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

(F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

(1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

(2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

(G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

(1) For each election the Election Officer conducts for the Participating Entity after January 1, 2023, through January 1, 2024, the Participating Entity shall pay three percent of the cost of the electronic voting system equipment installed at a polling place and three percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.

(2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.

(C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.

(D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

(A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.

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

SECTION 8. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this

Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

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

(B) Notice

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

CITY OF BEE CAVE
Attn: Kaylynn Holloway, City Secretary
4000 Galleria Parkway

Bee Cave, TX 78738

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

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

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

(C) Force Majeure

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

(D) Venue and Choice of Law

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

(E) Entire Agreement

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

(F) Severability

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

(G) Breach

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

(H) Payments from Current Revenues

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

(I) Other Instruments

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

(J) Third Party Beneficiaries

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

(K) Joint Election Agreements

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

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

(L) Addresses for Payments

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

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

CITY OF BEE CAVE
4000 Galleria Parkway
Bee Cave, TX 78738

(M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.

(N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.

(O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is

fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

CITY OF BEE CAVE

BY: _____
Kara King
Mayor

DATE: _____

TRAVIS COUNTY

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

DATE: _____

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

DATE: _____

JOINT ELECTION AGREEMENT
FOR May 6, 2023 ELECTIONS

Recitals

1. Travis County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity," and together, the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement, on May 6, 2023. The Participating Entities require elections to be held on May 6, 2023, in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.

2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory

3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

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

I. Scope of Joint Election Agreement

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

II. Election Officer

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

III. Early Voting

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

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

A. County Responsibilities [continue]

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

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

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

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

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

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

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

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

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

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

B. Participating Entities' Responsibilities

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

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

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

IV. Election Day

A. County Responsibilities

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

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County. The presiding election judge for the location in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving

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

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

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

B. Participating Entities' Responsibilities

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

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

V. Election Night

A. County Responsibilities

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

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

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

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

B. Participating Entities' Responsibilities

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

VI. County Resources

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

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

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

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

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

VII. Joint Election Costs; Payment

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

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

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

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

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

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

VIII. General Provisions

A. Legal Notices

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

B. Communication

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

C. Custodian

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

D. Effective Date

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

IX. Miscellaneous Provisions

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

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

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

B. Notice

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

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

C. Force Majeure

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

D. Venue and Choice of Law

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

E. Entire Agreement

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

F. Severability

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

G. Breach

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

H. Payments from Current Revenues

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

I. Other Instruments

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

J. Third-Party Beneficiaries

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

K. Other Joint Election Agreements

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

L. Mediation

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

M. Counterparts

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

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____

BY: _____

Dyana Limon Mercado
County Clerk

City Council Meeting
1/10/2023
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action on the appointment of members to the Planning and Zoning Commission.**
Council Action:	**Appoint member**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

To discuss and consider action on the appointment of members to the Planning and Zoning Commission.

2. DESCRIPTION/JUSTIFICATION

a) Background

Ordinance No. 16 establishing the terms and composition of members of the P&Z was adopted on January 27, 2009. Positions 1 – 5 are the nomination of a Council Member and the term runs with that Council person. Position 6 is the nomination of the Mayor and runs with her term. Position 7 is a consensus of the Council with the term running with the Mayor's.

Ordinance No. 418, adopted November 2019, allows for the appointment of two alternates. The alternates are a consensus of the Council with the term running with the Mayor's.

b) Issues and Analysis

The Commission currently has a vacancy in Position 1 left by the resignation of Joe Inge. This is the nomination of Council Member Hohl.

There is also one vacant alternate position. Alternate positions are the consensus of Council with a term that expires in June 2024.

Please see the attached P&Z Roster. We have received one application. It is attached.

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
Julie DaSilva application	Backup Material
Roster of current members	Backup Material

Planning and Zoning Commission Supplemental Application

Once submitted, the information contained in this application is considered public record, and must be released to the public if request is made.

Name: Julie DaSilva

Please fill out the following supplemental application and return to the City Secretary, along with the Committee Application.

In order to understand and contribute to issues faced by the Planning and Zoning Commission, members must have background knowledge of the governing City Ordinances and some corollary experience. The following questions are designed to help us identify skills that will be of benefit to the Commission. Please note proficiency in all of the areas is not required.

1) Please rank your proficiency in the following areas by placing a check mark in the column that best describes your experience level:

	No Experience	Some Experience	Proficient Proficient	Moderate Proficiency	Very Proficient	Proficiency Expert
Familiarity with the City				✓		
Ordinances:						
Comprehensive Zoning Ordinance			✓			
Comprehensive Land Use Plan		✓				
Subdivision Regulations			✓			
Sign Ordinance			✓			
Fence Ordinance					✓	
Pathway Study				✓		
Parkland Dedication			✓			
Residential & Commercial		✓				
		✓				
					✓	
Planning						
Map & Plat Interpretation				✓		
Architectural Drawing Interpretation			✓			
Project Evaluation			✓			
			✓			
Ordinance Development (Writing & Content)			✓			
Ordinance Interpretation (Writing & Content)			✓			
Planned Development						
Ordinance Interpretation			✓			
(Writing & Content)			✓			

2) Please tell us about your other community programs or committees that you have been involved with. ABBC, LTEF, ABOR, Embrace, Special Olympics, Community

3) Please tell us about applicable experience or certifications you have relevant to Planning & Zoning. Realtor, Citizen in Bee Cave for 15 yrs.

Once submitted, the information contained in this application is considered public record, and must be released to the public if request is made.

City of Bee Cave

Application for Planning & Zoning Commission

Additional Supplemental Application Form Required

We strongly encourage that a brief resume be submitted along with the application.

Name: Julie DaSilva

E-mail: JulieDaSilva@gmail.com

Address: 16004 La Rosa Dr. 78738

How Long? 8 yrs

Phone (Home):

(Work): 512-659-1531

Registered Voter? (Yes) No **Certificate Number:** _____

Occupation, Experience/Degrees Held? Bachelors, Realtor - 5yrs

Why do you want to serve on this group? help the city & Kara

Do you have any potential conflicts of interest? Not that I can think of

Do you have any related experience? in real estate, familiar w/ land, zoning & the area

What do you feel you have to offer this group? focus on detail, task master, organized, effective communicator

TEXAS OPEN RECORDS ACT

Notice to Applicants: Once submitted, information contained in and included with this application is considered public record and must be released if a request is made. According to Government Code Section 552.024 each employee or official of a governmental body and each former employee and official of a governmental body shall choose whether to allow public access to the information in the custody of the governmental body that relates to the person's home address, home telephone number, and e-mail address. Each employee and official and each former employee and official shall state their choice to the City Secretary's office. Please indicate your decisions.

ALLOW PUBLIC ACCESS (circle one)

Home Address	Yes	(No)
Home Phone Number	Yes	(No)
E-mail Address	(Yes)	No

Official Signature [signature]

Official Name (Please Print) Julie DaSilva

Date Submitted:

Received by:

PLANNING AND ZONING COMMISSION (2022-2024)		
Name and Address	***Position/Term***	***Contact Information***
Vacant **Hohl**	Position 1 June 1, 2024	
Steven Schmidt **Rebber**	Position 2/Vice Chair June 1, 2024	sschmidt@beecavetexas.gov
Kirk Wright **Clark**	Position 3/ June 1, 2023	kwright@beecavetexas.gov
Jerry Dike **Hight**	Position 4/ June 1, 2023	jdike@beecavetexas.gov
Rick Scadden **Willott**	Position 5/ June 1, 2023	rscadden@beecavetexas.gov
Lori Wakefield **King**	Position 6 June 1, 2024	lwakefield@beecavetexas.gov
Kit Crumbley **Consensus of Council/term with Mayor**	Position 7/Chair June 1, 2024	kcrumbley@beecavetexas.gov
Eric McKee **Consensus of Council/term with Mayor**	**ALTERNATE** June 1, 2024	emckee@beecavetexas.gov
Vacant **Consensus of Council/term with Mayor**	**ALTERNATE** June 1, 2024	

December 2022

The Commission meets the 1st and 3rd Tuesday of the month at 6:00 pm in the Council Chambers.

City Council Meeting
1/10/2023
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discussion and possible action on the City's policy related to responding to requests for information under the Texas Public Information Act.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

This item was requested by Mayor Pro Tem Clark.

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
1/10/2023
Agenda Item Transmittal

Agenda Item:	**13.A.**
Agenda Title:	**Consultation with Attorney regarding pending litigation styled Goodwin v. Kara King, Mayor; Council members Andrea Willott, Jon Cobb, Andrew Clark, Kevin Hight and City of Bee Cave.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

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
1/10/2023
Agenda Item Transmittal

Agenda Item:	**13.B.**
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

City Council Meeting
1/10/2023
Agenda Item Transmittal