AGENDA

Regular Meeting

City Council

Tuesday, March 28, 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. 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.

5. Staff Comments. Each department of the city may present a monthly report to the City Council on informational items only which do not require action. Each department may provide a monthly report regarding department operations and any noteworthy events for council.
    a. City secretary report
    b. Communications report
    c. Financial report

d. Human Resources report
e. Parks and Facilities report
f. Planning and Development report
g. Police Department report
h. City Manager's office report.

6. Discuss and consider approval of the minutes of the Regular Session conducted on February 28, 2023.

7. Discuss and consider action on Ordinance No. 506, to continue or renew the Declaration of Disaster approved by Council on February 6, 2023.

8. Proclamation recognizing the "bee" as an honored resident of the City of Bee Cave.

9. Discuss and consider action on authorization to proceed and/or Services Agreement with Lake Flato Architects for the Programming associated with the design of the new Bee Cave Public Library Building.

10. Discuss and consider action on Resolution No. 2023-04 creating an annual Bee Cave on Ice Program

11. Discuss and consider action on approval of a contract for the Ice Rink Service Agreement with Crown Rinks for the Bee Cave on Ice for 2023-2024.

12. Discuss and consider action on Ordinance No. 505, an ordinance setting the maximum speed limit on SH 71

13. Discuss and consider action on appointing a Council subcommittee for the Hill Country Galleria rezoning request.

14. Discuss and consider action on an amendment to the Hotel Occupancy Tax Fund policy regarding future goals and use of the funds.

15. Discussion and update on new legislative bills filed.

16. Close Regular Meeting

17. 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. Deliberation regarding the potential acquisition of real property for

public purposes

18. Close Executive Session
19. Open Regular Meeting
20. Consider action, if any, on Executive Session
21. 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 24th day of March, 2023 at 4:00 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**5.**
Agenda Title:	**Staff Comments. Each department of the city may present a monthly report to the City Council on informational items only which do not require action. Each department may provide a monthly report regarding department operations and any noteworthy events for council.**
Council Action:	
Department:	**City Secretary**
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

ATTACHMENTS:

Description	Type
Finance report	Backup Material

To: City Manager, Mayor & Council
From: Finance
Date: 3/24/2023
Re: Monthly Financial Operations Report

General Fund:

Fiscal Year to Date Revenue:	$6.29M	52.9%
Fiscal Year to Date Expense:	$3.83M	40.4%

As we approach the midpoint of the fiscal year, revenue is performing as forecast, and expenditures are under budget overall. Department line-item detail will be included in the quarterly finance and investment report scheduled for April 11th regular Council meeting agenda.

Other:
Brush pick-up expenditures associated with Winter Storm Mara to date are *~$600K*. All invoices and related documentation have been provided to Emergency Management Coordinator Ms. Waheeda Yousofzoy for submittal for appropriate agency reimbursement.

The FY-ending September 30th, 2022, Financial Audit is complete and on-file with the City Secretary. Questions regarding the audit may be directed to Financial Analyst, Ms. Alma Sanchez via e-mail at asanchez@beecavetexas.gov. The audit is available and posted on the City's website; here's the link:
https://www.beecavetexas.com/common/pages/DisplayFile.aspx?itemId=19427997

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**6.**
Agenda Title:	**Discuss and consider approval of the minutes of the Regular Session conducted on February 28, 2023.**
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 February 28, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
February 28, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

City Staff:

Lindsey Oskoui, Assistant City Manager
Ryan Henry, City Attorney
Reggie Brooks, Deputy City Secretary
Brian Jones, Police Chief
Megan Will, Planning and Development Director
Kevin Sawtelle, City Engineer
Dori Kelley, Communications Specialist
Logan Maurer, Engineer
Amanda Padillo, Sr. City Planner
Sean Lapano, City Planner

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, February 28, 2023.

Discuss and consider action on a Resolution No. 2023-03 authorizing a Retention for Legal Services with the Law Offices of Ryan Henry, PLCC.

MOTION: A motion was made by Council Member Rebber, seconded by Mayor Pro Tem Clark, to approve Resolution No. 2023-03 authorizing a Retention for Legal Services with the Law Offices of Ryan Henry, PLCC.

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

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

The motion carried 6-0.

Mayor's Volunteer of the Year

Mayor King presented a proclamation to Kim Tisdale for being the Mayor's Volunteer of the Year.

Citizen Comments.

There were not any citizen comments at this time.

Consent Agenda.

A. **Consider approval of the minutes of the Regular Session conducted on February 14, 2023.**
B. **Consider approval of the minutes of the Special Session conducted on February 17, 2023.**

MOTION: A motion was made by Council Member Hohl, seconded by Council Member Hight, to approve the Consent Agenda items A & B.

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

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

The motion carried 6-0.

Staff Comments.

Assistant City Manager Lindsey Oskoui reported on the debris pickup in the City.

Public hearing, discussion, and possible action on Ordinance No. 500 to amend the Thoroughfare Plan included within the "Our Bee Cave 2037 Comprehensive Plan," with regard to future Neighborhood Collector roadways known as the "Southwest Collector" and "Hamilton Pool Road Extension."

Planning and Development Director Megan Will presented this item.

Mayor King opened the public hearing at 6:16 p.m.

Brian Zapchic, Save Barton Creek Association, would like to help out with a nature center on the Brown property. The main impact of putting a road through the Brown property would be light pollution, noise and wildlife disruption.

Kim Tisdale, expressed support for the road.

There being no other person wishing to provide public testimony, the public hearing closed at 6:20 p.m.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Hohl, to approve Ordinance No. 500, amending the Thoroughfare Plan included within the "Our Bee Cave 2037 Comprehensive Plan," with regard to future Neighborhood Collector roadways known as the "Southwest Collector" and "Hamilton Pool Road Extension."

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

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

The motion carried 6-0.

Public hearing, discussion, and possible action on Ordinance No. 501 to correct the Bee Cave Zoning Map classification for approximately 15.5 acres of Star Hill Ranch, a 31.07-acre tract of land located at 15000 Hamilton Pool Road, Bee Cave, Texas.

City Planner Sean Lepano presented this item.

Mayor King opened the public hearing at 6:22 p.m.
There being no person wishing to provide public testimony, the public hearing closed at 6:22 p.m.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve Ordinance No. 501 to correct the Bee Cave Zoning Map classification for approximately 15.5 acres of Star Hill Ranch, a 31.07-acre tract of land located at 15000 Hamilton Pool Road, Bee Cave, Texas.

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

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

The motion carried 6-0.

Public hearing, discussion, and possible action on Ordinance No. 502 to amend the zoning of an approximately 1-acre tract owned by the City of Bee Cave located generally southwest of the City's Police Department at 13333 SH-71.

Mr. Lepano presented this item.

Mayor King opened the public hearing at 6:24 p.m.
There being no person wishing to provide public testimony, the public hearing closed at 6:24 p.m.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Hohl, to approve Ordinance No. 502, amending the zoning of an approximately 1-acre tract owned by the City of Bee Cave located generally southwest of the City's Police Department at 13333 SH-71.

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

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

The motion carried 6-0.

Discuss and consider action on an Ice Rink Service Agreement with Crown Rinks for the Bee Cave on Ice for 2023-2024, authorizing a deposit in the amount of $48,966.40 and authorizing the use of Hotel Occupancy Tax Funds.

Communications Specialist Dori Kelley presented this item.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to approve a deposit to Crown Rinks in the amount of $48,966.40 and authorizing the use of Hotel Occupancy Tax Funds.

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

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

The motion carried 6-0.

Discuss and consider action on Ordinance No. 504 declaring unopposed candidates in the May 6, 2023 General City Election elected to office and canceling the election.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to approve Ordinance No. 504 declaring unopposed candidates in the May 6, 2023 General City Election elected to office and canceling the election.

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

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

The motion carried 6-0.

Discuss and consider action to approve the Bylaws of the Planning and Zoning Commission.

Ms. Will presented this item.

The City Council proposed changes to the Bylaws.

Kit Crumbley, President of the Planning and Zoning Commission, commented about members reporting absences.

No action was taken on this item at this time.

Discuss and consider action to authorize the City Manager to negotiate and execute a letter of engagement with Denton Navarro Rocha Bernal & Zech for special legal services.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to authorize the City Manager to negotiate and execute a letter of engagement with Denton Navarro Rocha Bernal & Zech for special legal services.

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

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

The motion carried 6-0.

Adjournment:

MOTION: A motion was made by Council Member Hight, seconded by Council Member 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, Rebber and Willott
Voting Nay:	None
Absent:	None

The motion carried 6-0.

The City Council meeting adjourned at 7:03 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**7.**
Agenda Title:	**Discuss and consider action on Ordinance No. 506, to continue or renew the Declaration of Disaster approved by Council on February 6, 2023.**
Council Action:	
Department:	**City Secretary**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

To discuss and consider action on Ordinance No. 506, to continue or renew the Declaration of Disaster approved by Council on February 6, 2023.

2. DESCRIPTION/JUSTIFICATION

a) Background

Ordinance No. 503 continued the Declaration of Disaster until March 28, 2023.

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
Draft Ordinance No. 506	Ordinance

ORDINANCE NO. 506

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEE CAVE DECLARING A LOCAL STATE OF DISASTER DUE TO WINTER WEATHER EMERGENCY; ESTABLISHING EMERGENCY POWERS FOR THE DURATION OF THE DISASTER; ESTABLISHING REPEALER, SEVERABILITY AND COMPLIANCE WITH STATE LAW.

WHEREAS, as set forth in Section 418.004(l) of the Texas Government Code, a disaster is the "occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, or other public calamity requiring emergency action, or energy emergency;" and

WHEREAS, persons within the City of Bee Cave, Travis County, Texas, were severely impacted by the severe winter weather including an imminent threat of injury, loss of life, and widespread and severe property damage; and

WHEREAS, the magnitude of the potential need and the urgency of the need for assistance constitutes an imminent threat of expanding the disaster; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Bee Cave and may exercise those powers granted to the governor on an appropriate local scale and as continued or renewed by City Council action.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. That the local state of disaster declared by Mayor King for the City of Bee Cave pursuant to §418.108(a) of the Texas Government Code on February 2, 2023 and extended on February 6, 2023, is hereby extended by the City Council until _____, 2023 pursuant to § 418.108(b).

Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster due to winter weather emergency shall be given prompt and general publicity and shall be filed promptly with the City Clerk.

Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster due to winter weather emergency activates the City of Bee Cave's emergency management plan.

Section 5. Pursuant to §418.020(c) of the Government Code, this declaration authorizes the City Manager to exercise all emergency powers as are available to address this emergency.

Section 6. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein.

Section 7. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. 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 9. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 10. This Ordinance shall be in force and effect from and after its final passage, and any publication required by law.

PASSED, ADOPTED, APPROVED, AND EFFECTIVE THE ____ DAY of MARCH, 2023.

CITY OF BEE CAVE, TEXAS

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Proclamation recognizing the "bee" as an honored resident of the City of Bee Cave.**
Council Action:	**Discussion and possible action**
Department:	**Administration**
Staff Contact:	**Jenny Hoff**

1. INTRODUCTION/PURPOSE

The City of Bee Cave is a proud Bee City USA Affiliate. The focus of Bee City USA is bees, and primarily our native species of which Bee Cave has 6. The steps that the City of Bee Cave has taken as an affiliate to conserve our native bees include creating safe habitats, hosting community events, planting native flowers and plants to increase pollination and more.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave would like to honor and commemorate the "bee" as an official resident of our city.

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
Proclamation	Backup Material

THE CITY OF BEE CAVE

Proclamation

RECOGNIZING "BEE" AS HONORED RESIDENT

Whereas, the City of Bee Cave has deep historical and cultural ties to bees, and derives its name and identity from the symbolism of the bee; and

Whereas, the City Council of the City of Bee Cave recognizes the historical, cultural, economic, environmental and aesthetic value of bees and other pollinators; and

Whereas, the City Council of Bee Cave recognizes that bees and pollinators are integral to human health and economic stability; and

Whereas, in 2021 the City of Bee Cave achieved Bee City, USA status from the Xerces Society in recognition of the work it conducts in protecting its pollinators.

Now, therefore, be it resolved that we, Kara King, Mayor, and the City Council of the City of Bee Cave bestow the title of "Honorary Residents" on The City of Bee Cave's bees, both native bees and honeybees. This is in recognition of the services they provide to the citizens and visitors to our city. We acknowledge and affirm their right to exist and flourish, free from harm, and their right to fulfill their essential functions within their ecosystem, which sustain the health.

_____

Kara King, Mayor
City of Bee Cave

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action on authorization to proceed and/or Services Agreement with Lake Flato Architects for the Programming associated with the design of the new Bee Cave Public Library Building.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Chelsea Maldonado CBRE Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action on authorization to proceed and/or Services Agreement with Lake Flato Architects for the Programming associated with the design of the new Bee Cave Public Library Building.

2. DESCRIPTION/JUSTIFICATION

a) Background

Architecture firm Lake Flato has been selected for design services for the New Bee Cave Public Library. Presently, City Staff and CBRE Heery are negotiating contract terms and associated fee for Lake Flato. In the interim, Lake Flato and their consultant, 720 Design, have provided a limited agreement which would cover the initial programming and discovery phase of design. This will allow COBC and CBRE Heery to continue to negotiate fee for the remainder of design and construction.

Attached fee agreement includes a draft-only schedule for this initial design phase.

b) Issues and Analysis

The Discovery/Programming agreement will allow Lake Flato and 720 Design to continue design progress for the library while we finalize the site location as well as achieve a best value design fee for The City of Bee Cave.

Action requested is that council grant review and signature by Clint Garza in order to continue design progress on the Library.

All required legal & insurance documents to be provided prior to signature.

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
Bee Cave Library - LF & 720 Discovery Agreement	Backup Material

LAKE | FLATO
311 third st san antonio tx 78205
p 210 227 3335 w lakeflato.com

City of Bee Cave
Attn: Clint Garza
City Manager
Bee Cave City Hall 4000 Galleria Parkway
Bee Cave, TX 78738
Via: Email

March 23, 2023

Re: Bee Cave Public Library Discovery Phase Services – EXHIBIT A

Dear Clint,

We are so excited to be a part of the future Bee Cave Public Library and the reimagining of the site and its connection with the Bee Cave Central Park. Thank you for the opportunity to join this transformative project. This proposal assumes Lake | Flato Architects as Architect of Record, with our consultant, 720 Designs, leading the Discovery Phase as outlined below. Note that Lake | Flato will lead the Integrated Design Workshop.

Project Description for the Bee Cave Public Library Discovery Phase Scope of Work assumptions

- Architectural Site Design and Planning including:
    - Multilevel (TBD) Library
        - Approximately 24,000 gross sf
        - Cost of work to be determined
- Community Engagement led by 720 Design
- Programming/Planning coordination with 720 Design
- Integrated Design Workshop

Notes regarding Scope of Work

- This scope and project fees are based on the team and staffing required to complete the work outlined in the list of deliverables provided in this proposal document. Travel expenses are included.

Project Schedule* dates and durations are to be confirmed after award and in coordination with Contractor providing Pre-Construction Services

- **Discovery** Feb 13, 2023 – August 31, 2023
    - Discovery Tours
    - Public Outreach
    - Staff Outreach
    - Peer Analysis
    - Programming
    - Site Survey
    - Integrated Design Workshop
    - Preliminary Concept Design (priced)

Lake Flato's assumed deliverables and scope of work

Discovery:

Deliverables included in scope of work:

- Public/Staff Outreach
    - Coordinate outreach questions with programmer and staff
    - Attendance at meetings to review results
    - Final report of public outreach
- Peer Analysis
    - Review Owner provided information
    - Provide precedent studies
    - Site visits (4)
- Programming
    - Conference calls with client team, see meeting schedule
    - Attendance of programming meetings led by Library Programmer
    - Final Presentation to Library Board/Library Staff
- Coordination of consultants
- Integrated Design Workshop
- Review Cost of Work Assumptions

Meeting Schedule:

1. Refer to 720 Design Proposal and Draft Schedule

Discovery Phase Fee	$74,414.00
Integrated Design Workshop	$22,000.00

Design Team Fee per Phase

Consultant	Discipline	Fee per Phase		
		Discovery	IDW	
Lake | Flato	Architect	74,414	22,000	
Dunaway	Civil		2,700	
Rialto Studio	Landscape		4,500	
AEC	Structural		1,300	
Guerra	MEP		6,000	
Guerra	Fire Protection			
HLB	Lighting		4,000	
DataCom	IT			
DataCom	AV			
DataCom	ESS (Security)			
Acton Partners	Envelope			
720 design	Discovery	72,480	5,459	
720 design	Library Consulting			
720 design	FFE			
Long Green Specs	Specifications			
EEA	Acoustics		2,000	
TOTAL		**146,894**	**47,959**	**194,853**

Fee Schedule includes reimbursable expenses. Printing assumptions – we are not including printing. Any printing requested by the Pm or Owner will be billed as a reimbursable expense.

Agreement:

If the terms of this agreement are acceptable, please sign and return. After receiving approval to proceed per the terms of this letter agreement, we will prepare an AIA B133 Agreement, which we will execute prior to proceeding with the Concept Design Phase.

Sincerely,

_____ 3/23/23

Sophia Razzaque, AIA
Associate

Date

_____ _____

Clint Garza
City Manager

Date

Bee Cave Library
Working Schedule
February 18, 2023

MEETING	DATE	DESIGN TEAM ATTENDEES	TIME
Consulting Contract Approval	*April 28*		
Notice to Proceed – Data Gathering	**February**		
Part 1: Summary of Needs			
Kick Off Meeting #1 Discuss Schedule Confirm Data Requirements Review online survey questions Strategy for community input Tour the library and library utilized spaces with staff	**February 13, 2023**	**720 design** **Lake Flato** **Survey consultant**	**In-person** **Library 10-11** **CBRE 12-3**
Discovery Tours North Texas: Plano Harrington Branch John and Judy Gay/McKinney Frisco Public Library - 2 story Reby Cary Fort Worth Branch Arlington George W. Hawkes Central Texas: Hardberger Urban Ecology DoSeum Seguin Public Library Round Rock Public Library Austin Public Library	**February 7-8** **March 8-9**		**In-person**
Community Input prep: review powerpoint and/or boards and online survey development	**March 22**	**720 design** **Lake Flato** **City communications**	**Virtual**
Spring Break	**March 13-17th**		
Community Input -Books and Bees	**April 1**	**720 design**	**In-person**
Call to develop online survey and identify small group input	**April 6**	**720 design** **Lake Flato** **City communications**	**Virtual**
TLA Conference	**April 18-22nd**		
Release online survey **Survey Analytics**	**April 21-May 22** **2-3 weeks**	**720 design**	
Small Group Community Input	**April 10th**	**720 design**	**In-person**
SITE IDENTIFIED	**April 12**		
Meeting #2: Space DRAFT Program based on library data and standards	**May 8th**	**720 design** **Lake Flato**	**In-person**

Meeting #3: Space program development	**June 6th**	**720 design**	**Virtual**
Integrated design workshop	**June 12th**	**720 design** **Lake Flato** **Technology** **MEP** **Structural** **Landscape**	**In-person**
720 design out	**June 15 – July 1**		
Technology Workshop – zoom to walk through with client team and then another to review comments	**Mid July** (after draft program)	**720 design** **Technology Consultant**	**Zoom and email**
Meeting #4: Adjacency diagrams based on function, acoustics, light	**End of July**	**720 design** **Lake Flato**	**In-person**
Meeting #5: Final Program review	**Early August**	**720 design** **Lake Flato**	**Zoom**
Final Report Presentation to Library Board/Library Staff	**TBD**	**720 design** **Lake Flato**	**In-person**
Final Presentation to be determined			
Concept Design			

EXHIBIT A
720 design BEE CAVE LIBRARY
revised 3/22/23

	Hours	Principal	Hours	Staff	Subtotals	Comments
Programming						
Project Management and expenses	34	7,480	0	0		includes travel (7 trips)
Programming Information Gathering and Analysis	4	880	0	0		
Pre-meeting to discuss data	6	1,320	0	0		virtual
Meeting prep and staff questionnaire	4	880	0	0		
Discovery Tours	40	8,800	0	0		2 days in Central Texas, 2 in north Texas
Kick off prep	4	880	0	0		
Programming kick off Meeting #1 and Staff Interviews	8	1,760	0	0		on site
Staff Stakeholder Interviews	4	880	0	0		
Small Group Stakeholder Interviews	16	3,520	0	0		on site
Meeting documentation	8	1,760	0	0		
Community Meeting Prep	6	1,320	10	1,960		Spring-in to reading, Bees and Books
Community Input Meetings	20	4,400	0	0		on site
Community Meeting Documentation	8	1,760	0	0		
Meeting #2: Programming Development	2	440	0	0		virtual
Prepare draft program	20	4,400	0	0		
Online Survey		10,000		0		
Meeting #3: Programming Development	2	440	0	0		on site
Prepare draft program	8	1,760	0	0		
Team Workshop Prep	20	4,400	0	0		
Meeting #4: Integrated Design Workshop	8	1,760	0	0		on site
Meeting prep	8	1,760	0	0		
Revise Program Report as required	4	880	0	0		
Prepare draft report	10	2,200	0	0		
Meeting #5: Draft Programming Report Review	12	2,640	0	0		virtual
Final Document prep in house tasks	12	2,640	5.85	1,147		
Final Presentation	12	2,640	0	0		on site
Prepare and submit final report	4	880	12	2,352		
Programming Subtotal		**72,480**		**5,459**	**$77,939**	

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on Resolution No. 2023-04 creating an annual Bee Cave on Ice Program**
Council Action:	**Discussion and possible action**
Department:	**Administration**
Staff Contact:	**Dori Kelley**

1. INTRODUCTION/PURPOSE

Due to the success of Bee Cave on Ice's inaugural year, a resolution was drafted to make the event an annual city event to further develop and improve the event's notoriety and economic impact on the community.

2. DESCRIPTION/JUSTIFICATION

a) Background

The resolution also allows for a dedicated fund to be used for the exclusive use of the Annual Bee Cave on Ice event. The Bee Cave on Ice Fund shall be a continuous fund, with the intent being the fund becomes self-sustaining over time.

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

Staff recommends City Council adopts the resolution creating an annual Bee Cave on Ice program.

ATTACHMENTS:

Description	Type
Resolution	Cover Memo

RESOLUTION NO. 2023-04

A RESOLUTION OF THE CITY OF BEE CAVE, TEXAS CITY COUNCIL DECLARING THE CREATION OF THE ANNUAL BEE CAVE ON ICE CITY EVENT.

WHEREAS, the Bee Cave City Council strives to provide the highest quality of life for the community through city events; and

WHEREAS, the Bee Cave City Council strives to provide the highest quality of life for the community through city events; and

WHEREAS, in 2022 the Bee Cave City Council created and conducted an ice-skating event, titled Bee Cave on Ice, with the coordinated efforts of local businesses, including hotel participation, and property owners; and

WHEREAS, the ice rink is not a permanent building, but one which must be constructed and deconstructed and therefore is not available year-round; and

WHEREAS, the 2022 the Bee Cave on Ice event was held at an outdoor rink and more than doubled the population of the city for the term of the event; and

WHEREAS, the 2022 the Bee Cave on Ice event brought in 25,000 skaters, and, based on credible information, the city estimated that approximately 75,000 people came into the city throughout the event. Such a surge in the local population resulted in tangible and intangible economic benefits for the City and local businesses; and

WHEREAS, the primary hotel located within the City, the Sonesta Hotel, is located two blocks from the event location. It hosted "Stay and Skate" packages, which allowed their guests discounted rates on ice skating if they were overnight hotel guests thereby increasing their usage significantly within the City; and

WHEREAS, based in part on the 2022 the Bee Cave on Ice attendance numbers, the City Council of the City of Bee Cave finds the majority of participants are tourists who substantially increase economic activity at hotels in or near the City; and

WHEREAS, the 2022 the Bee Cave on Ice event also brought in a net revenue for the City directly from the participants in the event; and

WHEREAS, the 2022 the Bee Cave on Ice event is found to also promote the arts by encouraging people to learn about the artforms as well as the sport and recreational aspects of ice

skating and by providing performances of different types by and through the use of ice skating; and

WHEREAS, the Bee Cave City Council finds that the economic stimulation of the local businesses and community created by the event is a positive impact on the city as a whole, promotes the City's governmental purposes associated with economic growth, and helps stimulate economic stability within the City; and

WHEREAS, the City Council of Bee Cave finds that expenditures relating to the event can directly promote tourism and the hotel industry; and

WHEREAS, the success of the Bee Cave on Ice event is attributed to the dedication and hard work of City staff and officials, the coordinated efforts of the local businesses and property owners, and the event operators; and

WHEREAS, the Bee Cave City Council finds that the success of the event can be duplicated and improved if the event occurs regularly and develops further notoriety; and

WHEREAS, the Bee Cave City Council finds that it is in the best interest of the City and its citizens make the event an annual city event, to develop and improve the event's notoriety and economic impact on the community; and

WHEREAS, the City Council of the City of Bee Cave, by this resolution, creates the annual Bee Cave on Ice event along with authority and direction to the City Manager for implementation; and

WHEREAS, the City Council of the City of Bee Cave also adopts, by this resolution, the policies and general rules for the event.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS THAT THE ANNUAL BEE CAVE ON ICE EVENT IS HEREBY CREATED WITH THE FOLLOWING PARAMETERS, AUTHORITY, DIRECTION, AND RESTRICTIONS:

I. ANNUAL EVENT

a. The event created by this resolution shall be known as the annual "Bee Cave on Ice" event.
b. The event shall encourage the recreational activity of ice skating. The event should include holiday themes and provide families and friends with a fun holiday experience.
c. The event shall also encourage and incorporate the use of the Public Library, given the location of the City property where the rink is to be constructed.

d. The event shall be designed to encourage not only participation, but economic stimulation of the local businesses.
e. The event shall provide encouragement, and promote the improvement, and application of the arts, specifically different forms of ice skating, including but not limited to expressive dance on ice, plays/theater on ice, and artistic expression. Further, the event shall provide for arts at the event location (but not necessarily within the ice rink) including but not limited to painting, drawing, and photography.
f. The event shall be held each calendar year. The city manager shall utilize his/her best efforts to have the event scheduled for a minimum of six weeks during the months of November, December, and potentially January.
g. The event shall include an open-air ice-skating rink and activities designed to encourage skating.
h. The event shall feature live music, figure skaters (amateur and/or professional), activities for children, celebrities (if feasible) and other recreational activities for participants to enjoy. The event may also include such other activities deemed appropriate by the city manager to promote the purposes of this event.
i. The event shall require the payment of a reasonable fee to utilize the rink and any adjoining facilities, which shall be set by the city manager. Such reasonable fees shall be reduced to writing and posted at the event and on the internet. The City Council may change such fees at any time.
j. Reservations shall be permitted subject to the reasonable rules and policies set by the city manager.
k. The event may utilize sponsors, contributors, donors, or in-kind services to improve the event. Such sponsors, contributors, donors, or in-kind services provides shall only be utilized in a manner consistent with the city manager's rules and policies.
l. While the event is a city created and sponsored event, the city manager shall coordinate different aspects of the event to be delegated or controlled through contractual obligations to businesses, the Bee Cave Economic Development Board, and localized stakeholders.

II. CITY MANAGER AUTHORITY

a. In implementing the purpose of this resolution and the event, the city manager is authorized to adopt and implement reasonable rules and policies for the effective, safe, efficient, and successful operation of the event. Such rules and policies shall be consistent with this resolution and with all city codes.

b. The city manager shall utilize available funding attributed for the event to hold the event, pay for management and operation of the event, advertising for the event, and teardown/cleanup of the event.

c. The city manager shall take such necessary steps to fulfill the purpose of this resolution, including but not limited to, negotiating contracts for council approval, reserving locations, entering into contracts with vendors who are needed to provide services to the event (within the city manager's delegated funding authority), authorizing such advertising deemed appropriate by the city manager, and coordinating with local businesses, property owners, sponsors, and participants for the efficient operation of the event.

d. The city manager shall ensure all federal, state, city ordinances and regulations are followed by attendees, participants, sponsors, vendors, operators, and city employees and officials. The city manager is authorized to take such enforcement methods deemed necessary to provide such assurance.

III. FUNDING

a. The City Council hereby creates the "Bee Cave on Ice" dedicated fund, which is to be properly recorded in the financial records of the City by the director of finance. Such fund may be abbreviated as the BCOI Fund.
b. The BCOI Fund shall be used for the exclusive use of the Annual Bee Cave on Ice event.
c. The fund shall be the primary fund the city manager shall utilize to pay for city costs associated with the event.
d. The City Council may, from time to time, allocate funds to be placed in the dedicated BCOI Fund. The City Council may remove funds from the BCOI Fund at any time. Such removal eliminates the restrictions placed upon the removed funds.
e. Such BCOI Fund may include sub-funds or sub-designations, pursuant to standard principles of accounting and bookkeeping, to differentiate between different sources of funds and different types of revenues and expenditures.
f. Such BCOI Fund shall be a continuous fund, with the intent being the fund becomes self-sustaining over time.

IV. EVENT RULES AND REGULATION

a. The City Council may adopt rules, criteria, or other regulations relating to this event in the future.
b. Any rules, criteria or other regulations adopted by the Council shall be by resolution and shall be made available to the public and participants of the event.

DULY PASSED AND APPROVED, on the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____

Kara King, *Mayor*

ATTEST:

_____

Kaylynn Holloway, *City Secretary*

APPROVED:

_____

Ryan S. Henry, *City Attorney*

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action on approval of a contract for the Ice Rink Service Agreement with Crown Rinks for the Bee Cave on Ice for 2023-2024.**
Council Action:	**Discussion and possible action**
Department:	**Administration**
Staff Contact:	**Dori Kelley**

1. INTRODUCTION/PURPOSE

In 2022 The City of Bee Cave voted to bring an open-air, holiday ice skating rink to the community. Bee Cave City Council voted to use up to $300,000 in HOT funds for the installment and operations of the the ice skating rink, duly named "Bee Cave on Ice". This project was in partnership with the Hill Country Galleria, who paid $100,000 towards the rink, with the agreement that they would be fully reimbursed.

2. DESCRIPTION/JUSTIFICATION

a) Background

Bee Cave on Ice hosted over 25,000 skaters. People from over 100 zip codes graced the rink, which even included 80 year old ice skaters. After a successful inaugural season, residents and businesses are asking if the City of Bee Cave will bring Bee Cave on Ice back.
In the two months it was open, Bee Cave on Ice grossed $392,748.32. Bee Cave on Ice generated over $29,000 in sales tax. Between taxes, credit card transaction fees, and the administration fees associated with the rink, Bee Cave on Ice net: $340,919,68. Per the city's contract with the Hill Country Galleria, the city reimbursed their $100,000 investment which left approximately $240,000 net.
Total expenses for the ice skating rink's inaugural season was $400,000, which included one-time costs for electrical work and the biljax, which was the foundation the rink was installed upon. These one-time costs were nearly $100,000 and will be reused for Magnolia Theater's upcoming summer musical, and another season of Bee Cave on Ice.

b) Issues and Analysis

After a wildly successful first season, we would like to request Bee Cave on Ice returns for a second season. In order to guarantee Bee Cave on Ice's success in another season, we would like to request the approval of the contract between the City of Bee Cave and Crown Rinks and the use of $250,000 in HOT funds. If

granted, $250,000 will be in the upper level of city funds used towards a second season of Bee Cave on Ice. City staff has already secured sponsorships and will continue working towards sponsors for the ice skating rink to alleviate city costs.

3. FINANCIAL/BUDGET

Amount Requested	$250,000	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City staff would like to recommend that council approves the contract with Crown Rinks and the use of up to $250,000 in HOT funds for a second season of Bee Cave on Ice.

ATTACHMENTS:

Description	Type
HOT Fund account balance	Cover Memo
Admissions age breakdown	Cover Memo
2022-23 Season data	Backup Material
HCG Traffic Comparison	Cover Memo
HCG Traffic Comparison	Cover Memo
ice Rink Service Agreement	Backup Material

City of Bee Cave
FY2022-23 Adopted Budget

HOTEL OCCUPANCY TAX FUND
BUDGET RESOURCE & EXPENDITURE SUMMARY

BEGINNING FUND BALANCE	2,076,748	2,076,748	

REVENUE SUMMARY	2022-23 ADOPTED	YTD as of 1/27/2023	YTD % of BUDGET
HOTEL OCCUPANCY TAX	600,000	160,612	26.77%
MISC (ICE RINK HCG)	300,000	340,920	113.64%
TOTAL REVENUES	**900,000**	**501,532**	**55.73%**

EXPENDITURE SUMMARY	2022-23 ADOPTED	YTD as of 1/27/2023	YTD % of BUDGET
SALARIES AND BENEFITS			
SALARY	32,898	18,183	55.27%
MEDICARE @ 1.45%	477	260	54.51%
RETIREMENT (TMRS)	3,227	1,727	53.52%
VISION COVERAGE	-	32	0.00%
HEALTH INSURANCE	-	2,008	0.00%
DENTAL COVERAGE	-	136	0.00%
LIFE INSURANCE	-	3	0.00%
PROFESSIONAL SERVICES			
MISC (ICE RINK HCG)	300,000	294,418	98.14%
LEGAL			
PRIOR APPROVED REQUESTS	-	200,000	0.00%
ARTS PROMOTION	50,000	60,000	120.00%
TOTAL EXPENDITURES	**386,602**	**576,767**	**149.19%**
REVENUE OVER/(UNDER) EXPENDITURES	**513,398**	**(75,235)**	
OTHER FINANCING SOURCES			
USE OF RESERVES			
TOTAL RESOURCES OVER/(UNDER) EXPENDITURES	**513,398**	**(75,235)**	
ENDING FUND BALANCE	**2,590,146**	**2,001,513**	

LTFF Marketing-35,000- PR- 10,000

Arts Found-Media MK$22,500/GenMark $19500

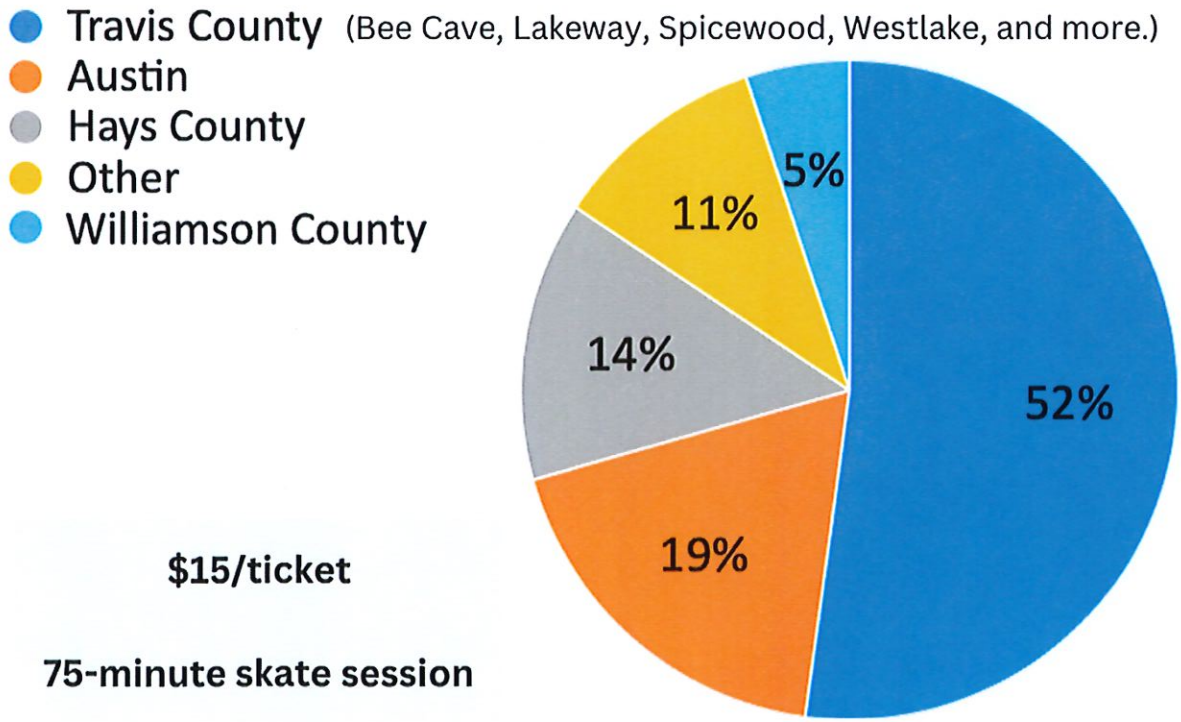
Age Group	Count
0 to 4	1424
5 to 9	6370
10 to 14	6848
15 to 19	2937
20 to 24	862
25 to 29	767
30 to 34	1092
35 to 39	2044
40 to 44	2083
45 to 49	1016
50 to 54	359
55 to 59	144
60 to 64	106
65 to 69	100
70 to 74	32
75 to 79	13
80 to 84	3
85 to 89	1

Data From Inaugural Season

Throughout ***Bee Cave on Ice's*** 9-week season, over 25,000 tickets were sold. On its busiest days, ticket sales were higher than some of Texas' largest holiday rinks in both Dallas and Houston.

Our data shows businesses that supported this event had exposure to over 75,000 people. Visitors from around the region packed the rink each week, averaging 1,000 skaters on Saturdays.

Zip codes from admissions show that people commuted over 75 miles for this new holiday tradition.



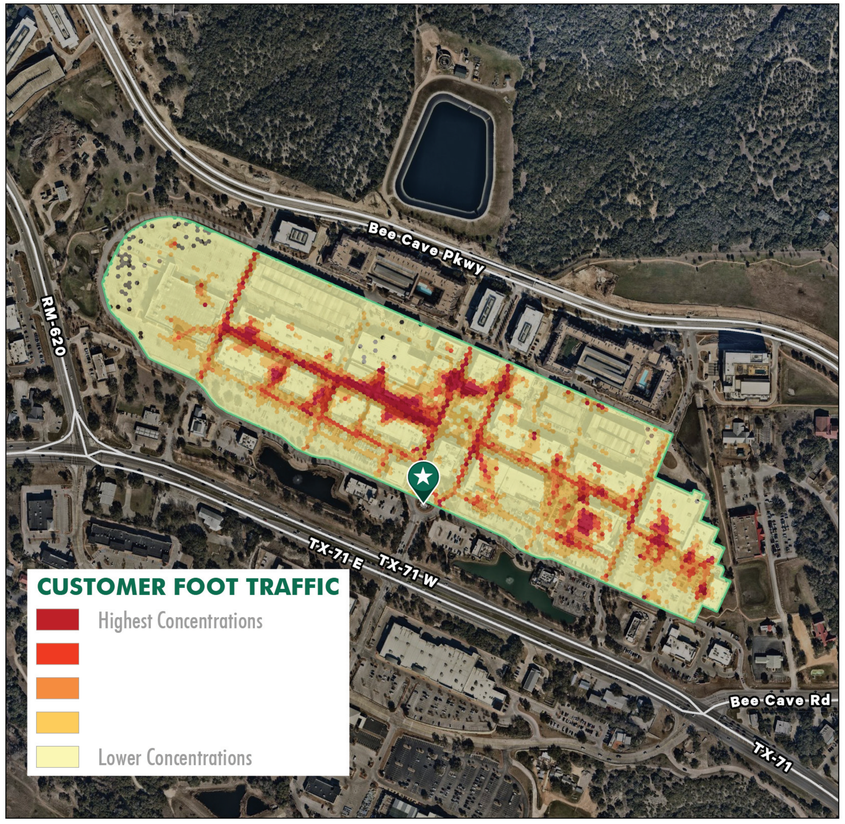
$15/ticket

75-minute skate session

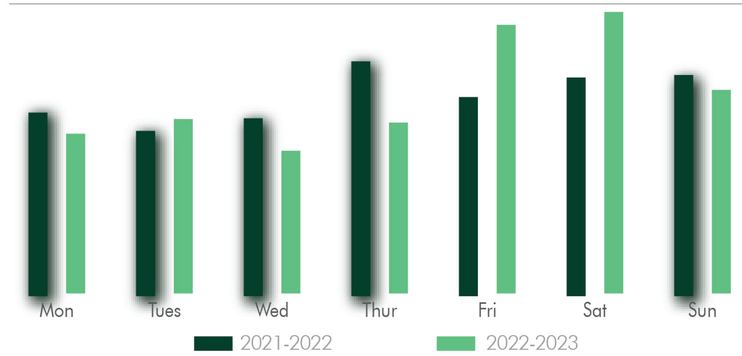
HILL COUNTRY GALLERIA

STUDY PERIOD: NOV 4TH 2021 TO JAN 3RD 2022

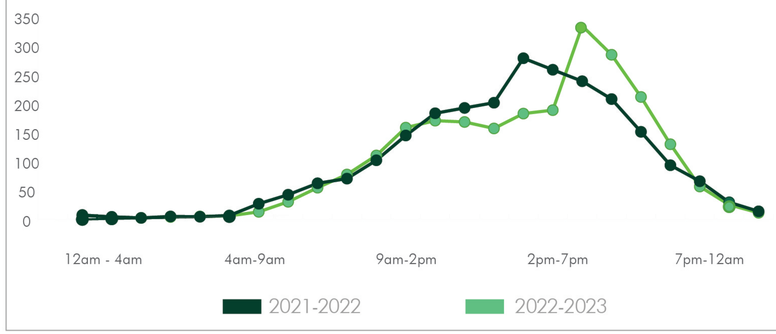
12700 HILL COUNTRY BLVD
BEE CAVE, TX 78738



TRAFFIC BY DAY



FOOT TRAFFIC PER HOUR



ESTIMATED VISITS PER DAY

16,530
Visits Per Day

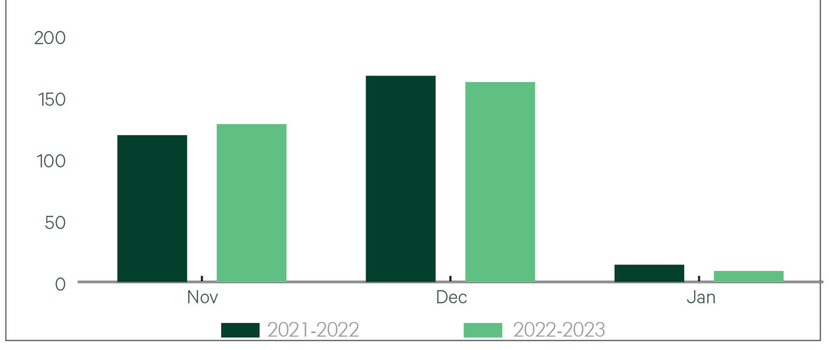
TOTAL VISITS

1,008,385
visits

VISITS BY WEEK

Foot Traffic by Month

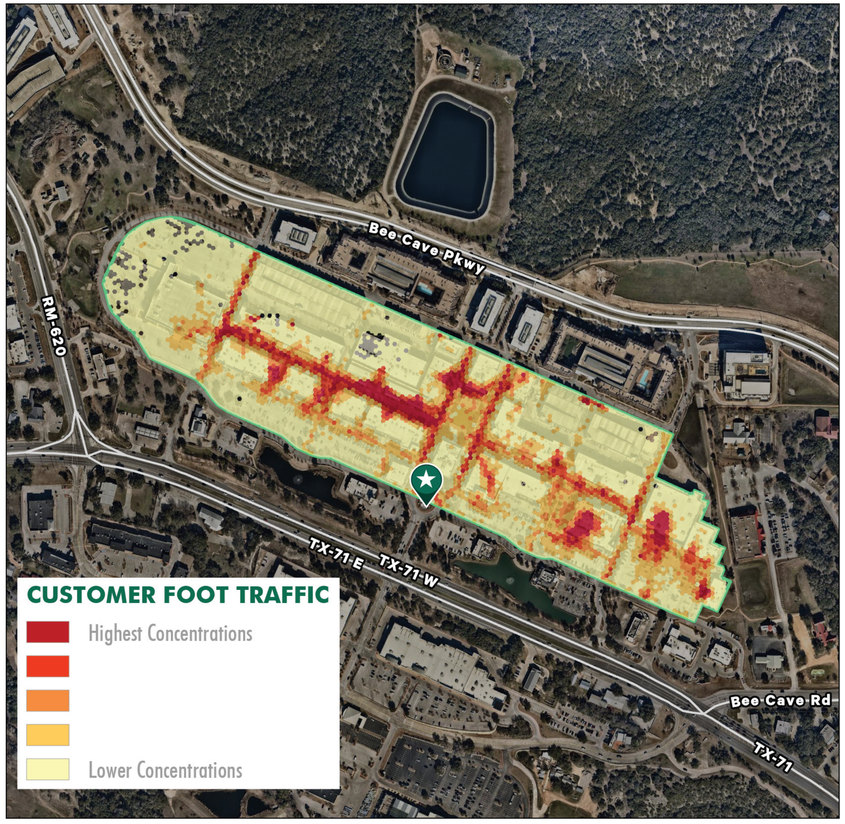
100 is average



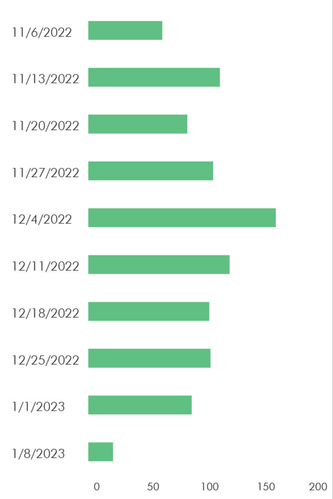
HILL COUNTRY GALLERIA

12700 HILL COUNTRY BLVD
BEE CAVE, TX 78738

STUDY PERIOD: NOV 4TH 2022 TO JAN 3RD 2023



VISITS BY WEEK



ESTIMATED VISITS PER DAY

26,794
Visits Per Day

TOTAL VISITS

1,634,458
visits

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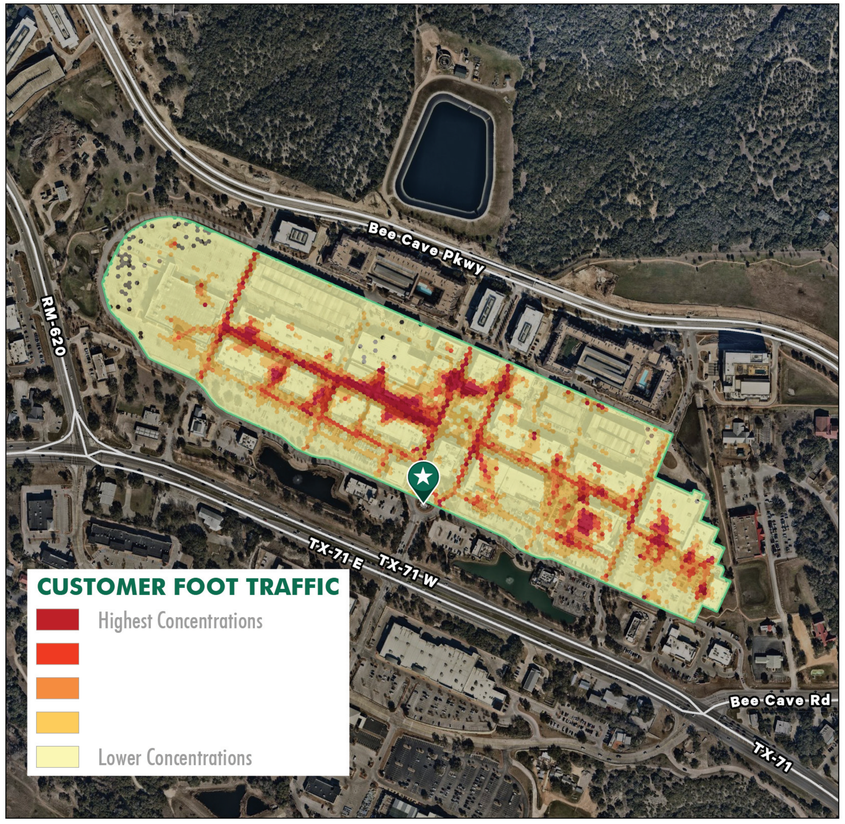
CBRE

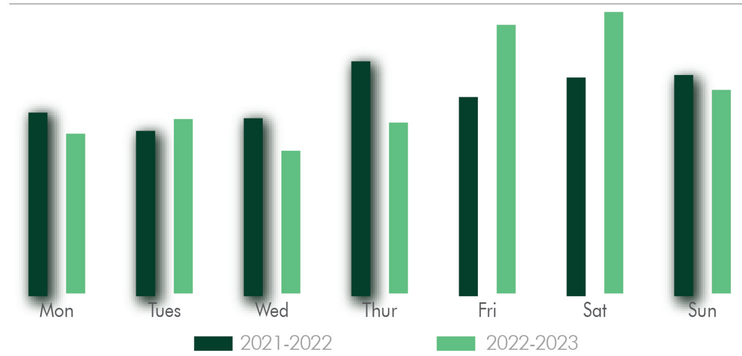
HILL COUNTRY GALLERIA

STUDY PERIOD: NOV 4TH 2021 TO JAN 3RD 2022

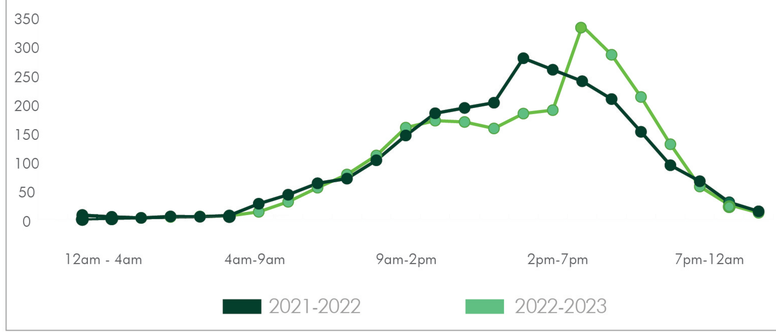
12700 HILL COUNTRY BLVD
BEE CAVE, TX 78738



TRAFFIC BY DAY



FOOT TRAFFIC PER HOUR



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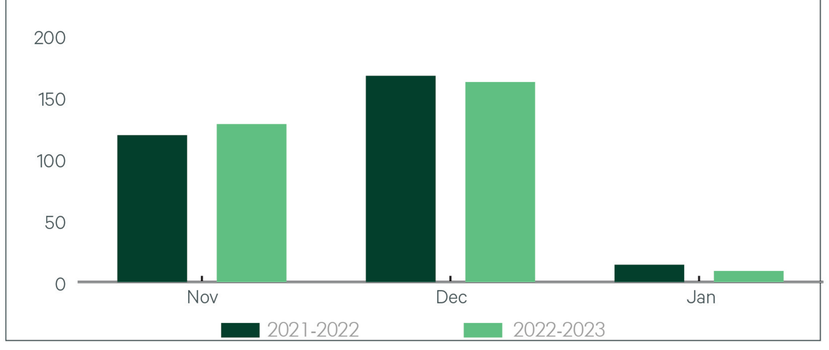

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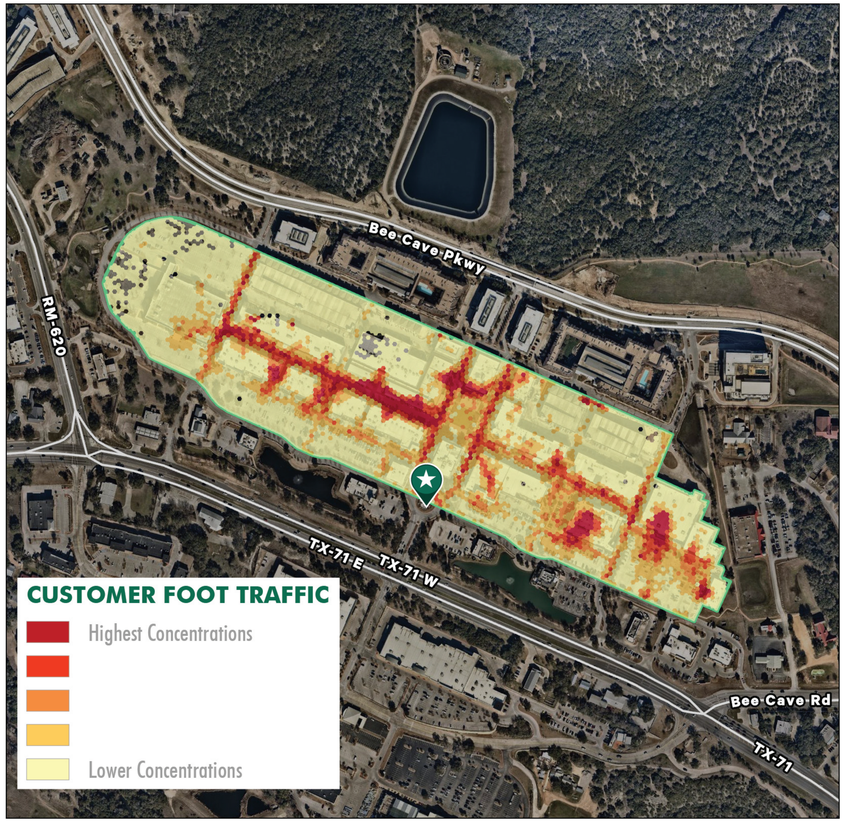
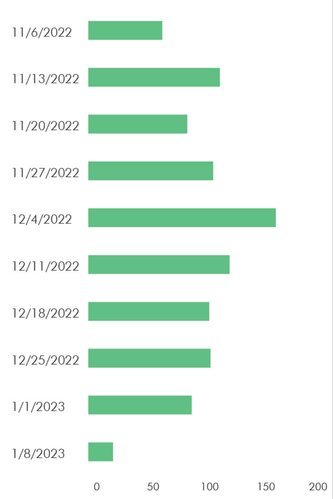


VISITS BY WEEK



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CBRE

IRE CROWN RINKS
P.O. Box 133006
The Woodlands, TX 77393
Office 936.273.3887
info@icerinkevents.com
www.IceRinkEvents.com

Ice Rink Service Agreement

CUSTOMER:
City Of Bee Cave
4000 Galleria Pkwy
Bee Cave, TX 78738

SUPPLIER:
IRE CROWN RINKS, LLC
P.O. Box 133006
The Woodlands, TX 77393

SPONSOR:
CSHV HCG Retail, LLC

GENERAL REQUIREMENTS:
The Supplier is to provide the equipment, turnkey Management and Operations for a 40' x 84' temporary, outdoor, holiday-season ice skating rink on city owned land situated adjacent to Hill Country Galleria, installed by agreement with in the City. Location of the rink is at the Hill Country Galleria in the city of Bee Cave, Texas to be open from November 10, 2023 through January 15, 2024.

REQUIRED TIMING:

Execution of Service Agreement:	March 1, 2023
Deposit Due:	March 10, 2023
Site Preparation:	Completed not later than October 30, 2023
Installation Window:	October 31, 2023 – November 9, 2023
Open to the Public:	November 10, 2023 - January 15, 2024
Removal Window:	January 16 - 31, 2024

EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:

Part A. Equipment & Professional Services

1. Project Manager Assigned to the Event (advance coordination with Customer, other third-party vendors, timeline planning).
2. Pre-Event Design Services
3. Pre-Event and On-Going Professional Support Services
4. Dasher Board Railing System--- Rink Size 40' x 84'.
5. Modular Rink Piping Grid System--- Rink Size 40' x 84'.
6. 200-Ton Aggreko Refrigeration System/Pumps/Hoses/Expansion Tank.
7. Glycol Coolant Charge; Storage Containers; Transfer Pump.
8. Sub-Rink Insulation and/or Vapor Barriers (as required).
9. Ride-On Mechanical Ice Resurfacing Machine; all related ice maintenance equipment.
10. Rental Ice Skates—Cleaned, Sharpened, Ready-to-Skate (250-pair and shelving)
11. Skate Kiosk
12. Framed Cover Over Rink Header; Grey-Black Turf Carpet to Finish Rink Perimeter/Deck.
13. General Carpentry and Finish-Out of Rink Perimeter.
14. Rubber Floor Mats for Skate Change Area (25-ea 4'x6', or 600-sf).
15. Professional Supervision and All General Labor for Installation and Removal.
16. Travel Expenses/Per Diem Expenses for Out-of-Town Professionals, Including Hotels.
17. All Tools, Equipment, and Supplies for Set-Up/Strike.

18. Refrigeration Technician On-Call 24/7 During Entire Term.

Part B. Turnkey Execution, Professional Management Services, Staffing, and Day-to-Day Operation

The Supplier shall provide the total operation of the Event and Facility and shall deliver to the Client and the Client's guests a high level of customer service. Personnel shall be screened, trained, and monitored to fulfill this obligation; the Facility shall be maintained daily to fulfill this obligation. Specific inclusions:

1. General project management of the day-to-day operation.
2. On-site manager/asst. manager on-duty all operating hours.
3. Day-to-day operating personnel; to include cashier functions, skate rental attendants, Skater monitors, ice maintenance, and ice technician functions.
4. All periodic maintenance of the ice surface using manual, hand-held resurfacing devices and the mechanical resurfacing machine.
5. All ice maintenance in relation to weather events such as rain, during the term of each operating season.
6. All daily ice-making, ice-flooding, or other manicuring of the ice surface.
7. The general monitoring of the refrigeration system and ice surface; the maintenance of a refrigeration and ice-condition logbook, recording the operating temperatures, expansion tank level, and other desired measures of the refrigeration equipment, the ambient weather conditions, etc.
8. Daily, periodic inspection of the entire ice rink Facility.
9. The general monitoring of the ice surface and visual observation of public skaters and users.
10. The distribution of an admission wristband, with graphics thereon to include a consecutive-number and statement of acceptance of risk, to each and every participant entering the Facility; general confirmation and observation that each participant has been issued an admission wristband affixed to their person.
11. General Operating hours shall be defined to be: Monday - Thursday, 3:00-7:00pm; Friday 3:00pm – 9:00pm, Saturdays, 10:00am-9:00pm; Sundays, 11:00 am-7:00pm; School Holidays, 10:00am-9:00pm. Early or late closings shall be mutually agreed upon by both parties for various events.
12. The maintenance of Incident Reports.
13. The stocking, cleaning, and maintenance of the rental ice skates.
14. The retail sale of socks, mittens, and souvenir merchandise associated with the ice rink venue, and other retail/gift items associated with ice skating, if desired.
15. Confirmation of public announcements of skater information every 45-minutes during the public operating times.
16. All human resource functions for ice rink-specific personnel, local staff recruitment, payroll and taxation functions; worker's compensation insurance.
17. POS/cash register equipment; cash register supplies; online ticketing, on-site mobile ticketing, and online liability waivers.
18. Staff uniforms.
19. Day-to-day operating supplies including towels, disinfectant for skates, etc.
20. First-aid supplies

21. General housekeeping of the ice rink venue/skate change area during operating day
22. Text for Customer-provided signage for operating procedures and skater responsibility.
23. General consultation and assistance to the Customer in the areas of event marketing, P.R., graphics, signing, website design/maintenance; coordination and maintenance/posting for Facebook, Twitter, and other web/social websites.
24. Commercial general liability insurance, worker's compensation, automobile liability

FINANCIAL TERMS

Part A. Equipment & Professional Services

Total Cost	$174,880.00
Payment Terms:	Deposit of 28% due March 10, 2023. Deposit is refundable up until March 31, 2023. After March 31, 2023, deposit to be applied to total cost. 40% due September 1, 2023 32% due upon completion of installation, prior to public use Payment to be made by Customer

Part B. Turnkey Execution, Professional Management Services, Staffing, and Day-to-Day Operation

Total Cost	$100,000.00
Payment Terms:	Due November 1, 2023
Payment By:	CSHV HCG Retail, LLC ("sponsor")

FINANCIAL REPORTING OF RINK REVENUES

1. The cash and credit card proceeds from the Facility will be deposited into a dedicated Supplier's bank account via our Clover POS System. Proceeds shall be held in trust for benefit of Customer and consistent with this Agreement.

    a. Four installments of the Net Revenue shall be paid by Supplier on November 30, December 15, December 30 and January 16 to the City of Bee Cave's specified bank account.
    b. Net Revenue
    "Net Revenue" shall be defined as:

    Total sales receipts, less:
    - Actual amount of applicable sales / admission tax;

- Actual credit card processing fees incurred;
- 2.5% Administrative Fee (Based off of Gross Revenue). Administrative fee is in addition to total costs and to be retained by Supplier.
- Customer is entitled to request and receive an itemized accounting of the Net Revenue.

c. The Supplier will be responsible for paying all applicable sales and admissions tax.

2. The weekly business report shall be cumulative totals for the entire operating season shown on a master business report, with totals accumulating daily, including applicable sales taxes. This report will be delivered to the Customer each Wednesday, following the previous Monday through Sunday business days.
3. Each skater entering the venue shall be issued a consecutively-numbered wristband ticket, and that wristband shall be affixed to each paid skater entering the premises. The count of wristbands shall be compared each day to the skater count on the cash register, with discrepancies noted, if any.

CUSTOMER RESPONSIBILITIES:

1. 3-phase, 480-volt, 400 amps continuous power source for refrigeration; electrical connection from the chiller to the power source with fused disconnect or electronic breaker. CUSTOMER's electrician to connect CUSTOMER's side of service, on a timely basis; SUPPLIER shall not touch the CUSTOMER's side of service. Coordination of refrigeration cables from power source to chiller location, and various concealment thereof (from electrical room to chiller). Any and all ramps or protection of the electrical cables between the refrigeration system and the power source. Fencing of the refrigeration system, if applicable, to keep the public away from the electric and mechanical operating systems, as may be required for public safety and security of the equipment. All power consumption.
2. Allowance for chiller placement, in close proximity to the electrical connection.
3. Coordination of chilled water hoses from chiller to ice rink-end/side and various concealment thereof two(2) 6" chilled water hoses to lead from the refrigeration system. Any and all ramps or protection of the chilled glycol hoses between the ice rink and refrigeration location.
4. 110-volt power for tools
5. A level site required for footprint of ice rink area.
6. Continuous water supply available
7. Defined Snow Dump area.
8. Seating for the skate-change area.
9. Ambient lighting of the facility
10. All holiday decorations and lighting as desired.
11. Portable sound/P.A. system.
12. Coordination of all permits and licenses, if required; architectural/engineering drawings, if required by building permit or coastal permit agencies or for street closure.
13. Any and all equipment, barricades, fencing, and other requirements to conform to local codes by local, county, or state authorities.
14. Any pedestrian access walkways into the rink area; ADA-ramps as may be required.
15. All signing and graphics, including operational signing and guest responsibility-related signage, with any such graphics attached to the SUPPLIER's dasher boards to be of the

proper specification allowing easy removal upon the conclusion of the CUSTOMER's event, or the final use of the equipment by the CUSTOMER.

16. Trash bins, and general trash/refuse removal following the installation and removal phases.

TERMS AND CONDITIONS:

1. OWNERSHIP AND ENCUMBRANCES. Title to and ownership of the equipment provided by the CUSTOMER herein is and shall at all times remain in the ownership of the CUSTOMER or its third-party suppliers, and SUPPLIER shall have no right, title or interest therein. Title to and ownership of the Equipment provided by the SUPPLIER herein and brought by the SUPPLIER onto the Property is and shall at all times remain in the ownership of the SUPPLIER, and CUSTOMER or Property owner shall have no right, title or interest therein. The respective CUSTOMER and SUPPLIER shall keep the other party's equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind and shall give the other party prompt notice of any attachment or judicial process affecting the Event site, and/or the Equipment delivered to the Event site by the SUPPLIER or the SUPPLIER's sub-contractors.
2. USE AND MAINTENANCE. The SUPPLIER shall be solely responsible for the use and maintenance of the SUPPLIER-provided equipment provided herein, and for the use and maintenance of any and all equipment provided by sub-contractors to the SUPPLIER; the SUPPLIER shall not use, operate, maintain, or store the SUPPLIER-provided Equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of the Event. The CUSTOMER shall be solely responsible for the use and maintenance of the CUSTOMER-provided equipment provided herein, and for the use and maintenance of any and all equipment provided by sub-contractors to the CUSTOMER; the CUSTOMER shall not use, operate, maintain, or store the CUSTOMER-provided equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of the Event. The CUSTOMER and the SUPPLIER shall not alter the Event-related equipment or affix any accessory to it if doing so would impair its originally intended function or use or reduce its value. Any such graphics that the CUSTOMER shall attach to the SUPPLIER'S dasher boards, ice resurfacer, or other Equipment shall be of the proper specification to be removed upon the conclusion of the Event; if not removed, the CUSTOMER shall be liable for the costs for the SUPPLIER to remove such graphics, or for the costs to replace such dasher board facings if such graphics cannot be sufficiently removed for dasher board re-use by others. If there shall be damage to any SUPPLIER Equipment due to power surges, irregular power supply, or power failures, the CUSTOMER shall be liable for any cost to repair or replace such Equipment.
3. DAMAGE OR LOSS OF EQUIPMENT. The CUSTOMER shall not be liable to the SUPPLIER in case of any loss or damage to the SUPPLIER-provided Equipment in existence at the Event site, including loss caused by fire, theft, natural disaster, terrorism, or other damage which occurs while the Equipment required herein is in existence on the Property, except in the case of any power surge, irregular power supply, or power supply as stated above herein. The SUPPLIER shall not be liable to the CUSTOMER in case of any loss or damage to the CUSTOMER provided equipment in existence at the Property, including loss caused by fire, theft, natural disaster, terrorism, or any other damage. It is at the CUSTOMER's and SUPPLIER's option to purchase and provide property insurance coverage for the specific equipment required herein located at the

Property, if desired. Notwithstanding, SUPPLIER will be responsible for damage to lawn caused by its equipment.

4. RECIPROCAL INDEMNIFICATION. To the fullest extent permitted by law, the SUPPLIER shall indemnify, defend and hold harmless the CUSTOMER against any claim, demand, damage, loss, expense, liability or penalty, including but not limited to attorneys' fees arising out of or anyway connected to the performance or lack of performance of this Agreement, and any cause of action of every kind of any person or entity, provided any such claim, demand, damage, loss, expense, liability, or penalty (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused in whole or in part by any negligent or willful, actual, or alleged act or omission of the SUPPLIER, the SUPPLIER'S employees, agents, assigns, sub-contractors, or any third party or anyone directly or indirectly employed by the SUPPLIER or anyone for whose acts the SUPPLIER may be liable pursuant to the performance of its Agreement with the CUSTOMER. To the fullest extent permitted by law, the CUSTOMER shall indemnify, defend and hold harmless the SUPPLIER against any claim, demand, damage, loss, expense, liability or penalty, including but not limited to attorneys' fees arising out of or anyway connected to the performance or lack of performance of this Agreement, and any cause of action of every kind of any person or entity, provided any such claim, demand, damage, loss, expense, liability, or penalty (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused in whole or in part by any negligent or willful, actual, or alleged act or omission of the CUSTOMER, the CUSTOMER'S employees, agents, assigns, sub-contractors, or any third party or anyone directly or indirectly employed by the CUSTOMER or anyone for whose acts the CUSTOMER may be liable pursuant to the performance of its Agreement with the SUPPLIER.
5. INSURANCE MAINTAINED AND ASSUMPTION OF RISK BY THE SUPPLIER. The SUPPLIER assumes all risk and liability for the handling, delivery, assembly, installation, mobilization, operation, public event, removal, maintenance, and/or transportation of the Equipment and work required herein when performed or supervised by the SUPPLIER's employees, agents, assigns, sub-contractors or any third party under direct control or under direct contract to the SUPPLIER, and for all personal injuries and property damages arising therefrom or incidental thereto. The provisions of this paragraph shall survive the termination of this Agreement. The SUPPLIER shall maintain, at the SUPPLIER'S expense, comprehensive general liability insurance ($1,000,000 per occurrence/$2,000,000 aggregate), commercial automotive insurance coverage ($1,000,000 combined single limit), and worker's compensation coverage, as is necessary to protect the SUPPLIER against claims for personal and property damage arising out of the SUPPLIER'S negligence regarding the handling, delivery, assembly, installation, mobilization, operation, removal, maintenance, and/or transportation of the Equipment and work required herein, and shall provide evidence of such coverage in the form of a Certificate of Insurance Coverage naming the CUSTOMER and SPONSOR as a certificate holder; such certificate shall be delivered to the CUSTOMER and SPONSOR not later than the November 1 prior to the operating season, with the CUSTOMER and SPONSOR and other stated entities as may be reasonably associated with the Property and the Event stated to be an additional insured party.
6. ASSUMPTION OF RISK BY THE CUSTOMER. The CUSTOMER assumes all risk and liability for the CUSTOMER's, or any third-party contractor equipment and work required herein when performed or supervised by the CUSTOMER's employees, agents, assigns, sub-contractors or any third party under direct control or under direct contract to the CUSTOMER, and for all personal injuries and property damages arising therefrom or

incidental thereto. The provisions of this paragraph shall survive the termination of this Agreement.

7. WARRANTY. The SUPPLIER makes no warranties, express or implied, regarding the merchantability and fitness of the Equipment for any particular purpose, except as is defined within this Agreement. No agreement varying or extending the foregoing warranties, remedies, or any other limitation herein will be binding upon the SUPPLIER unless in writing, signed by a duly authorized officer of the SUPPLIER. Under no circumstances shall the SUPPLIER be held liable for any special, indirect, incidental, or consequential damages. The SUPPLIER hereby informs the CUSTOMER that acts of God, power failures, acts of terrorism, and/or vandalism to the SUPPLIER'S Equipment may cause the melting of the ice surface or portions thereof and/or damage to the ice surface, and the closing of the Event. The SUPPLIER hereby informs the CUSTOMER that above-average daytime temperatures, direct sun, and warm, windy conditions may cause melting of the ice surface for any outdoor ice rink; the SUPPLIER shall work to minimize the negative effects of such conditions, if applicable.
8. SEVERABILITY AND ENFORCEABILITY. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent that such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof, and any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
9. INDEPENDENT CONTRACTORS. It is understood and agreed that each of the parties hereto is an Independent Contractor engaged in the operation of its own respective business and that neither party shall be considered to be an agent of the other party for any person and any purpose whatsoever, except as otherwise expressly stated in this Agreement.
10. AMENDMENTS. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.
11. NOTICES. All notices, requests and demands shall be given in writing and shall be deemed to have been given to or made upon the respective parties hereto, when delivered by registered or certified mail, return receipt requested, addressed to any party hereto at its address shown herein.
12. ASSIGNMENT. Supplier may assign this agreement, or any of its rights or obligations hereunder, upon written notice to the other party.
13. GOVERNING AUTHORITY. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Texas and the United States of America. The parties to this Agreement shall abide by all federal, state and local laws.
14. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous statements, purchase orders, agreements, and representations (except those written representations expressly incorporated in this Agreement). This Agreement shall be binding and inure to the benefit of the parties, their successors, or their assigns.

Agreed to this _____ day of _____, 2023.

CUSTOMER:	SUPPLIER:
City Of Bee Cave	IRE Crown Rinks, LLC
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action on Ordinance No. 505, an ordinance setting the maximum speed limit on SH 71**
Council Action:	**Discuss and Consider Action**
Department:	**Planning and Development**
Staff Contact:	**Kevin Sawtelle, City Engineer**

1. INTRODUCTION/PURPOSE

TxDOT concluded an additional speed study on State Hwy (SH) 71 which included the extents of the Bee Cave City Limits. As result of the findings, TxDOT is recommending reducing the speed limit from 55 mph to 50 mph for east and westbound traffic on SH 71 from Cueva Drive (approx. location of the Five Star Vet Clinic and 1 mile west of Hamilton Pool Road) to RR 620. While the Ordinance itself covers the stretch of SH 71 from Cueva Drive to Uplands Ridge Drive, according the the attached strip map and actual installed speed limit signs, the segment of SH 71 from Uplands Ridge to RR 620 already reflects a 50 mph speed limit. If the City of Bee Cave agrees with this assessment, TxDOT requests the City pass the attached Ordinance for this section of SH 71 through the city limits.

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

Staff recommends adoption of Ordinance No. 505.

ATTACHMENTS:

Description	Type
Ordinance. No. 505	Cover Memo
SH71 TxDOT Strip Map	Exhibit

ORDINANCE NO. 505

AN ORDINANCE OF THE CITY OF BEE CAVE, TEXAS, AMENDING THE CITY OF BEE CAVE, TEXAS CODE OF ORDINANCES TITLE I GENERAL ORDINANCE, ARTICLE 18 TRAFFIC AND VEHICLES, ADDING PROVISIONS FOR SPEED LIMITS ON STATE HIGHWAY 71; PROVIDING FOR A PENALTY FOR A VIOLATION AS A CLASS C MISDEMEANOR AND A FINE IN AN AMOUNT NOT TO EXCEED $200.00; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; REPEALING ALL ORDINANCES TO THE EXTENT THEY ARE IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds the City of Bee Cave is a Texas Home-Rule Municipality and that the City has the exclusive control over and under the public highways, streets, and alleys within the City, as established by Texas Transportation Code, Section 311.001;

WHEREAS, the Texas Department of Transportation (TxDOT) conducted a Speed Study on State Highway (SH) 71 and is recommending amending the prima facie speed limit in designated locations along SH 71; and

WHEREAS, the City of Bee Cave staff concurs with the Texas Department of Transportation (TxDOT) and is recommending amending the prima facie speed limit in designated locations along SH 71; and

WHEREAS, the City Council finds that the City of Bee Cave Code of Ordinances, Title I, Article 18 Traffic and Vehicles should be amended to add the prima facie speed limit along SH 71 to protect the public health, safety and welfare; and

WHEREAS, the City Council finds that it has the authority to amend and add the speed limits along SH 71 under Texas law.

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

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

Section 2. Amendment to Municipal Code of Ordinances. It is hereby determined upon the basis of an Engineering and Traffic Investigation completed by the Texas Department of Transportation that the prima facie maximum speed limits on those portions of SH 71 in the City of Bee Cave, shall be as follows and the City of Bee Cave, Texas Code of Ordinances, Title I ("*General Ordinances*"), Article 18 ("*Traffic and Vehicles*"), is hereby amended by adding the following speed zones:

Speed Zone – SH 71

<u>EASTBOUND:</u>

On SH 71 under Control-Section 0700-03 starting from milepoint 12.324 (362 feet West of Cueva Dr.) to milepoint 15.086 (330 feet East of Uplands Ridge Dr.), a distance of 3.482 miles, a prima facie speed limit of 50 miles per hour.

WESTBOUND:

On SH 71 under Control-Section 0700-03 starting from milepoint 15.806 (330 feet East of Uplands Ridge Dr.) to milepoint 12.324 (362 feet West of Cueva Dr.), a distance 3.482 miles, a prima facie speed limit of 50 miles per hour.

Section 3. Violation. A violation of these provisions of the Code of Ordinances shall be a misdemeanor and shall, upon conviction, be fined an amount in accordance with Section 1.01.009 of the City's Code of Ordinances, as amended.

Section 4. Cumulative. This Ordinance shall be cumulative of all other ordinances of the City of Bee Cave, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Bee Cave except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, are hereby repealed. This Ordinance shall not be construed to require or allow any act which is prohibited by state law.

Section 5. Severability. If any provision, section, sentence, clauses or phrase of this Ordinance or application of same to any persons or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portion of this Ordinance or its application to other persons or sets of circumstances shall not be affected herby, it being the intent of the City Council of the City of Bee Cave in adopting, and the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provisions or regulation.

Section 6. Effective Date. This ordinance shall be in full force and effect upon and after its date of adoption and publication in accordance with Section 10.02 of the City Charter.

Section 7. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

APPROVED AND ADOPTED this_____day of_____2023.

CITY OF BEE CAVE, TEXAS

By: _____
Kara King, Mayor

ATTEST:

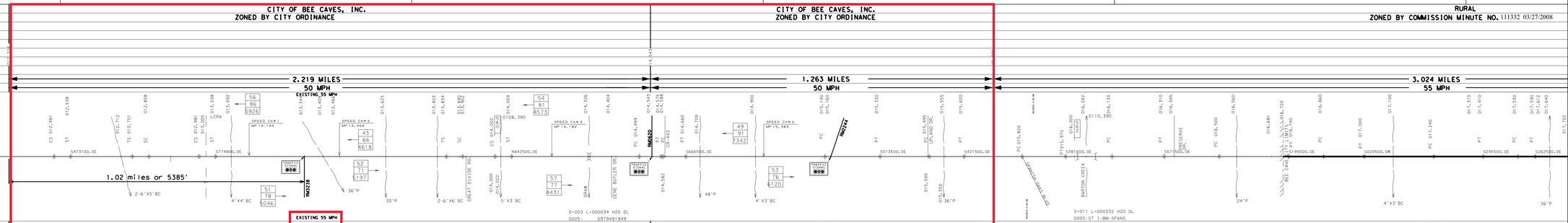
_____
Kaylynn Holloway, City Secretary

APPROVED AS TO FORM:

_____
Ryan S. Henry, City Attorney
Law Offices of Ryan Henry, PLLC.

MAP 2 OF 2

DEVELOPMENT	RURAL	CITY OF BEE CAVES, INC. ZONED BY CITY ORDINANCE	CITY OF BEE CAVES, INC. ZONED BY CITY ORDINANCE	RURAL ZONED BY COMMISSION MINUTE NO. 111332 03/27/2008
RES. SIGHT DISTANCE	SEE BELOW			
BALL BANK or ADVISORY SPEED	SEE BELOW			
CURVES OVER 2°	SEE BELOW			
GRADES OVER 3%	SEE BELOW			
SURFACE WIDTH AND TYPE	SEE BELOW			
R.O.W. AND RDBD. WIDTH	SEE BELOW			
ACCIDENTS	SEE BELOW			
ZONE LENGTHS MILE		2.219 MILES	1.263 MILES	3.024 MILES
ZONE SPEEDS MPH	55 MPH	50 MPH (EXISTING 55 MPH)	50 MPH	55 MPH



ZONE SPEEDS MPH	55 MPH	EXISTING 55 MPH 50 MPH	50 MPH	55 MPH
ZONE LENGTHS MILE		2.219 MILES	1.263 MILES	3.024 MILES
ACCIDENTS	NOT RECORDED			
R.O.W. AND RDBD WIDTH		USROW0140-MNROW0140	USROW0150-MNROW0150	
SURFACE WIDTH AND TYPE		4 LANE ASPHALT	52FT RB 48FT 5 LANE ASPHALT 54FT RB 44FT	4 LANE ASPHALT
GRADES OVER 3%				
CURVES OVER 2°				
BALL BANK or ADVISORY SPEED				
RES. SIGHT DISTANCE				
DEVELOPMENT	RURAL	ZONED BY CITY ORDINANCE CITY OF BEE CAVES, INC.	ZONED BY CITY ORDINANCE CITY OF BEE CAVES, INC.	ZONED BY COMMISSION MINUTE NO. 111332 03/27/2008 RURAL

DIST. AUSTIN COUNTY TRAVIS

HIGHWAY SH 71 CITY BEE CAVES, INC

DATE OF SURVEY 05/12/22 SCALE 1"=400'

MINUTE NO. 111322	DATE 3/27/08
REPLACES 106558	DATE 12/21/1995
REPLACED BY	DATE / /
CANCELLED BY	DATE / /

LIMITS OF ZONE

SECTION ONE	STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	12.324	700-03	
ENDS	14.543	700-03	

LENGTH 2.219 MILES

SECTION TWO	STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	14.543	700-03	
ENDS	15.806	700-03	

LENGTH 1.263 MILES

SECTION THREE	STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	15.806	700-03	
ENDS	18.830	700-03	

LENGTH 3.024 MILES

SECTION FOUR	STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	18.830	700-03	
ENDS	21.239	700-03	

LENGTH 2.409 MILES

SECTION FIVE	STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	21.239	700-03	
ENDS	21.616	700-03	

LENGTH 0.377 MILES

42 — 85 PERCENTILE SPEED
62 — TOP SPEED MEASURED
125 — NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◪ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT
INDICATES SECTION ZONED BY COMMISSION MINUTE

SPEED ZONE

(00) INDICATES DRIVE THROUGH SPEED

MAT STK PILE

SH 71 travis*2012recheck.dgn

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**13.**
Agenda Title:	**Discuss and consider action on appointing a Council subcommittee for the Hill Country Galleria rezoning request.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to allow council an opportunity to discuss the upcoming rezoning request related to the Hill Country Galleria.

2. DESCRIPTION/JUSTIFICATION

a) Background

For over a year, HCG ownership has been preparing an application for rezoning under provisions in section 3.1.8 of the UDC. During the preparation, a series of community presentations and open houses have taken place.

b) Issues and Analysis

Considering the scope of the project, proposal, and newly adopted code provisions, the City Manager feels it is prudent for council to consider forming a subcommittee to assist staff with discussions with the property owner prior to bringing the project application to a full council for discussion.

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
3/28/2023
Agenda Item Transmittal

Agenda Item:	**14.**
Agenda Title:	**Discuss and consider action on an amendment to the Hotel Occupancy Tax Fund policy regarding future goals and use of the funds.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

Item requested by Mayor King.

The purpose of this item is for council to discuss future use of the Hotel Occupancy Tax funds.

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

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**15.**
Agenda Title:	**Discussion and update on new legislative bills filed.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

To provide an update on new legislative bills filed.

2. DESCRIPTION/JUSTIFICATION

a) Background

City Attorney Ryan Henry will provide an update on current legislative bills.

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

Bee Cave Legislative Updates:

1. **Several bills regarding property taxes and exemptions**. Normal spectrum.
2. **H.B. 2960 (Cain) would repeal the provisions allowing a person to post a sign preventing an individual from carrying a handgun onto the property.**
3. **H.B. 2992 (Harrison) – Asset Forfeiture Reporting**: restricts PDs ability to perform asset forfeitures and creates a database of seized property. Penalized improper forfeitures.
4. **H.B. 3247 (Cain) – Prosecutorial Misconduct**: would create a criminal offense for: (1) a state prosecutor or person working on behalf of a state prosecutor intentionally destroying, withholding, or otherwise failing to disclose information that must be disclosed to a defendant under the Code of Criminal Procedure,
5. **H.B. 3262 (Hunter) – Mass Gatherings**: would: (1) require that a person or entity promoting a mass gathering of more than 2,500 people (or over 500 people if alcohol will be available and a majority of the expected attendees will be under 21 years old) that will be held wholly within a city's territorial limits, to obtain a permit from the city with several mandatory requirements for the permit.
6. **H.B. 3342 (Jones) – Peace Officer Recordings**: put restrictions on what PD and admin can do regarding any body or dash cameras and their recordings. Designed to prevent tampering but goes beyond that in wording.
7. **Several bills which raise the training requirements for police officers**. Added training would need to be part of the City's budget.
8. **S.B. 1346 (Miles) – Illegal Dumping and Littering**: would provide for the prosecution of criminal attempt, conspiracy, and solicitation to commit illegal dumping and discarding of lighted materials.
9. **S.B. 1413 (Johnson) – Removal of Personal Property from Roadways**: would provide that: (1) a fire department may remove personal property from a roadway or right-of-way if the fire department determines that the property blocks the roadway or endangers public safety
10. **Several bills relating to sales tax exemptions for property and inventory**.
11. **H.B. 2970 (Guillen) – Manufactured Homes**: would: (1) require a city to allow the placement of a new HUD-code manufactured home as a permitted use in all zoning classifications that allow detached single-family or duplex dwellings.
12. **Several bills relating to housing discrimination**. The different bills essentially allow a city to adopt ordinances prohibiting discrimination in housing based on lawful source of income, specifically military veterans, victims of family violence, those over 62 YOA, certain disabilities and youth experiencing homelessness.
13. **H.B. 3053 (Dean) – Required Disannexation Elections**: would, among other things, require an election to be held November 7, 2023, on the question of disannexation of any area that was annexed by a city between March 3, 2015, and December 1, 2017.
14. **H.B. 3080 (Hayes) – Annexation of Agricultural Land**: would, among other things: (1) require written consent from each owner of an area qualified for agricultural or wildlife management use or as timberland before a city may annex that area; and (2) repeal the requirement that a city must offer a development agreement to these landowners before annexation.

15. **H.B. 3135 (Stucky) – Review and Adoption of Land Development Regulations**: would, among other things, provide that: (1) cities must review each existing land development regulation at least once every 10 years, considering, various mandatory sets of information.
16. **H.B. 3295 (Vasut) – Sale of Parkland**: would exempt certain home-rule municipalities with a population of less than 11,000 from the requirement of obtaining voter approval before selling park land if the park land is adjacent to property owned by an independent school district and is conveyed before December 31, 2024, through a resolution or ordinance.
17. **H.B. 3312 (Hernandez) – Exceptions to Building Material Preemption**: would allow the use or installation of a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if that product, material or method allowed by: (1) certain energy codes adopted by the State Energy Conservation Office; (2) certain energy and water conservation design standards established by the State Energy Conservation Office; or (3) certain high-performance building standards approved by the board of regents of an institute of higher education.
18. **H.B. 3369 (Dean) – Impervious Cover Regulation Exemptions**: would exempt properties owned by taxing units in a city from city land use regulations relating to impervious cover
19. **H.B. 3490 (Rogers) – Nonconforming Use Compensation**: would, among other things, provide that in addition to other notices, a city shall provide written notice containing certain language of any public hearing regarding any proposed zoning
20. **H.B. 3492 (Stucky) – Value-Based Fees**: would, among other things: prohibit cities from using the cost of constructing or improving public infrastructure as a factor in determining certain value-based fees related to engineering, inspection, and processing of plan.
21. **S.B. 1340 (Zaffirini) – Incentive Agreement Database**: would, among other things: require information related to property tax abatement agreements to be included in the comptroller's Local Development Agreement Database.
22. **S.B. 1412 (Hughes) – Accessory Dwelling Units**: would, among many other things, provide that prohibitions on a city regulations prohibiting accessory dwelling units, as well as various restrictions on city ordinances regarding impact fees, allowing the application of zoning and setback regulations, and allowing the Texas Attorney General to enforce the bill against the city.
23. **Various bills attempting to change the process for eminent domain and imposing additional notices**.
24. **S.B. 1560 (Creighton) – Monuments and Memorials**: would, among other things: (1) provide that a monument or memorial located on city property: (a) for at least 25 years may be removed, relocated, or altered only by supermajority vote of the city council; and (b) for less than 25 years may be removed, relocated, or altered only by the city council as well as other restrictions and authorizations regarding memorials and monuments.
25. **H.B. 2954 (Bumgarner) – Office Hours**: would provide that, with respect to office hours of an election authority, including a city, during an election period, a regular business day means a day on which the business office of the authority is regularly open for business
26. **H.B. 3018 (Harrison) – Political Advertising**: would provide that: (1) an officer or employee of a political subdivision may not knowingly spend or authorize the spending of public funds for: (a) political advertising; or (b) a communication relating to a measure submitted at an election as a result of an official action adopted or approved by the

political subdivision, other than a notice of election required by the Election Code; and (2) a violation of (1), above, is a Class A misdemeanor.

27. **Several bills regarding polling places, mail in ballots, and the election system (including curbside voting)**.
28. **H.B. 2955 (Bumgarner) – Judicial Liability for Personal Bond Release**: would: (1) establish a cause of action against a judge or magistrate who released a person on a personal bond by the victim of an offense committed by the released person, or the victim's estate if the victim is deceased, for damages incurred as a result of the released person's offense, if: (a) the person was released on a personal bond for an offense involving violence; and (b) the judge or magistrate released the person on a personal bond in violation of the Code of Criminal Procedure; and (2) for an action brought under (1), above, waive the public servant liability limit, impose a maximum $10 million damages cap, and prohibit a judge or magistrate from asserting judicial immunity or other forms of immunity as a defense. (Companion bill is **H.B. 2177** by **Oliverson**.)
29. **S.B. 1281 (Hughes) – Driver's License Renewals**: would prohibit the Department of Public Safety from denying renewal of a driver's license because it received information from a political subdivision that the applicant failed to appear in court or satisfy a judgment involving a traffic offense punishable by fine only.
30. **S.B. 1382 (Eckhardt) – Repealing Energy Boycott Provision**: would repeal the prohibition against governmental entities entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not and will not boycott energy companies during the term of the contract. (Companion bill is **H.B. 1091** by **Rosenthal**.
31. **S.B. 1505 (Zaffirini) – Youth Diversion Program**: would, among other things: (1) establish a youth diversion program for juvenile defendants charged with a misdemeanor other than a traffic offense, punishable by fine only; (2) establish program eligibility requirements, and the other conditions of the program. If passed, the City would be required to have the program and budget funds for the program. However, it allows extra administrative fees from court to offset the costs.
32. **H.B. 3033 (Landgraf) – Open Records Decisions**: would cut down the time the AG has to issue a PIA opinion (from 45 business days to 30) and certain notice requirements once an AG opinion is released.
33. **H.B. 3117 (Morales) – Newspaper Notice**: changes the requirements to qualify for a designated newspaper of the City for publication purposes.
34. **H.B. 3167 (Moody) – Vexatious Requestors**: would, among other things, provide that: governmental body may request an opinion from the attorney general for relief from a requestor that the governmental body alleges is a vexatious requestor.
35. **Several bills trying to change what is considered privileged or confidential under the Texas Public Information Act and/or trying to change the exceptions to release of information**.
36. **H.B. 3440 (Canales) – Agenda Posting**: would provide that certain governmental bodies, including a cities and economic development corporations, must concurrently post an agenda and notice of the meeting of the body on the website of the governmental body.
37. **H.B. 3442 (Canales) – Closed Meetings**: would provide that a governmental body shall include, in the minutes for an open meeting during which a closed meeting is held, the

names of any person who attended the closed meeting and who is not a part of the governmental body or an employee of the governmental body.

38. **H.B. 3001 (Goldman) – Certificates of Obligation**: would provide that a city may issue certificates of obligation only for certain types of designated infrastructure.
39. **H.B. 3052 (Harrison) – Line-Item Budget**: would, among other things, require a city to prepare its budget in line-item form.\
40. **H.B. 3485 (K. Bell) – Unsigned Change Orders**: would: (1) allow a contractor or subcontractor performing work under a government contract to elect not to proceed with a request for additional work if: (a) the contractor or subcontractor has not received a written, fully-executed change order; or (b) the aggregate actual or anticipated value of the additional work requested without a change order exceeds 10% of the original contract amount; and (2) exempt a contractor or subcontractor for certain damages.
41. **S.B. 1420 (Birdwell) – Hotel Occupancy Tax**: would make numerous changes to the statute governing local hotel occupancy taxes.
42. **S.B. 1426 (Flores) – Ashe Juniper Trees**: would provide that a city may not prohibit the removal of or impose a tree mitigation fee for the removal of an Ashe juniper tree. (Companion bill is **H.B. 2239** by **Troxclair**.)
43. **S.B. 1466 (Hancock) – Residential Amenity Rentals**: would define and allow cities to regulate (with certain restrictions) people who rent their properties out for day use (such as weddings or pool parties).
44. **S.B. 1601 (Hughes) – Library Events**: would prohibit a municipal library from receiving state funds if it hosts an event at which a man presenting as a woman or a woman presenting as a man reads a book or a story to a minor for entertainment, where the person being dressed as the opposite gender is a primary component of the entertainment.
45. **H.B. 2957 (Bumgarner) – Cancer Screenings**: would provide that: (1) a political subdivision, including a city, that employs firefighters shall offer an occupational cancer screening to each firefighter at no cost to the firefighter in the seventh year of the firefighter's employment, and once every three years following the initial screening; and (2) the occupational cancer screening must be confidential and test for each type of cancer, including prostate cancer, if applicable, lung cancer, and brain cancer.
46. **H.B. 3017 (Harrison) – Employee Salaries**: would: (1) require a governmental entity to publish all employment contracts, and the total compensation paid to each employee on its website; (2) require a governmental entity to update the information in (1), above at least annually; (3) exempt information excepted from disclosure under the Public Information Act from (1), above; (4) authorize the comptroller to enforce (1) and (2), above, including rendering a governmental entity ineligible to receive state grant funds for two years; and (5) provide that all governmental entities comply with (1) and (2), above, by no later than January 1, 2024.
47. **H.B. 3246 (Manuel) – Criminal History Inquiries**: would: (1) prohibit an employer, including a city, from including a question regarding an applicant's criminal history record information on an initial employment application form; (2) provide that an employer may inquire into or consider an applicant's criminal history record information after the employer has determined that the applicant is otherwise qualified and has conditionally offered the applicant employment or has invited the applicant to an interview; and (3) provide that the provisions of this bill do not apply to an applicant for a

position for which consideration of criminal history record information is required by law.

48. **H.B. 3428 (Bryant) – Former City Officer Employment**: would: (1) prohibit a former county or city officer or employee who participated in procuring or negotiating a county or city contract with another person or entity (Contractor) from accepting employment with that Contractor for at least two years from contract execution or the procurement was terminated or withdrawn; and (2) apply only to former city or county officers or employees whose employment ended after September 1, 2023.
49. **H.B. 2965 (Vasut) – Construction Liability Waiver**: would: (1) provide that the state law governing certain claims for damages arising from damage to, or loss of, real or personal property caused by an alleged construction defect that is a public building or public work does not apply to certain civil works projects; and (2) prohibit the waiver of this process when contracting between governmental entities and contractors, subcontractors, suppliers, or design professionals. (Companion is **S.B. 1336** by **Creighton**.
50. **H.B. 3245 (Manuel) – Competitive Bidding Considerations**: would allow a city to enter into a contract for construction services or other purchases in an amount of less than $500,000 in certain circumstances with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received from a bidder who is not a resident of the municipality
51. **H.B. 3406 (Spiller) – Small Municipal Construction Projects**: would provide that: (1) for a construction project for an amount that is less than one percent of the total amount of a municipality's most recently adopted budget, the municipality is not required to: (a) ensure that the contractor is covered by workers' compensation insurance coverage; or (b) require the contractor to obtain a performance bond as well as some other releases of state obligations.
52. **Several bills which restrict the type of roadway projects a city adopts**. Mainly, these bills deal with converting 4 lane roads to fewer lanes and narrowing the flow of traffic.
53. **H.B. 3015 (Kuempel) – Exclusive Solid Waste Franchise Agreements**: would, among other things, provide that: public agencies, including cities, entering into an exclusive contract or franchise for solid waste services may limit the scope of services for the contract or franchise and giving certain rights to residents or owners who must such the services or allowing them to get services from a non-franchise holder.
54. **S.B. 1334 (Creighton) – Municipal Rate Discrimination**: would prohibit a city from establishing a higher rate for water or sewer utilities that applies only to entities that qualify for a sales tax or property tax exemption.

City Council Meeting
3/28/2023
Agenda Item Transmittal

Agenda Item:	**16.A.**
Agenda Title:	**Deliberation regarding the potential acquisition of real property for public purposes**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
3/28/2023
Agenda Item Transmittal